



CITY COUNCIL MEETING

May 01, 2024 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

AGENDA

CALL TO ORDER

Invocation

Flag Salute

ROLL CALL

PUBLIC PARTICIPATION: For any items **NOT ON THE AGENDA**, citizen comments are limited to three (3) minutes per speaker. For items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

APPROVAL OF MINUTES

- [1.](#) Regular City Council Meeting April 3, 2024
- [2.](#) City Council Workshop April 17, 2024
- [3.](#) Special City Council Meeting April 17, 2024

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA

NEW BUSINESS

- [4.](#) The Applicant, KBC Development, Inc., would like to extend their Preliminary Plat and Construction Plan Development Order for the KBC mixed project.
- [5.](#) The Applicant, Lennar, LLC, is seeking Final Plat approval for Rivington, Phase 3, which consists of 221 lots for single-family detached dwelling units.
- [6.](#) City Manager is requesting City Council approve the Fort Florida Road Re-Construction and Funding Agreement between the City of DeBary and HR Rivington, LLC.
- [7.](#) City Manager is requesting City Council approve and accept the Wharton-Smith, LLC's Guaranteed Maximum Price Proposal for the new Fire Station #39.
- [8.](#) Staff is requesting City Council approve the Neel-Schaffer Proposal to prepare a conformed plan set for construction in the amount of \$39,757.00.

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Member Reports/ Communications

- A. Mayor and Council Members
- B. City Manager
- C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP

City Council Workshop May 15, 2024, 5:30 p.m.

Special City Council Meeting May 15, 2024, 6:30 p.m.

ADJOURN

If any person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting or hearing he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105).

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least three (3) working days in advance of the meeting date and time at (386) 668-2040.



CITY COUNCIL MEETING

April 03, 2024 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

MINUTES

CALL TO ORDER: Mayor Chasez called the meeting to order at 6:30 p.m.

ROLL CALL: Mayor Chasez, Vice-Mayor Butlien, Council Members Sell and Stevenson are present. Council Member Pappalardo; absent.

Others present: Carmen Rosamonda, City Manager; Rick Geller, City Attorney; Steven Bapp, Growth Management Director; Joseph Barker, Senior Planner; Elizabeth Bauer, Finance Director; Kevin Hare, Construction Engineer; Annette Hatch, City Clerk; David Rodriguez, Information Technology Technician; Merylene Thomas, Senior Planner; and, Richard Villaseñor, City Engineer.

PUBLIC PARTICIPATION: For any items **NOT ON THE AGENDA**, citizen comments are limited to three (3) minutes per speaker. For items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

William Taylor addressed Council regarding bear habitats and distributed an information sheet to Council; a copy of which is attached to these minutes.

APPROVAL OF MINUTES: Motion by Council Member Stevenson to approve the minutes from the Regular City Council Meeting March 6, 2024, the City Council Workshop March 20, 2024, and the Special City Council Meeting March 20, 2024. Seconded by Vice-Mayor Butlien. Motion passed unanimously.

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA: None.

PRESENTATIONS:

Sid Vihlen, Jr., Volusia Growth Management Commission (VGMC) Update - Provided a brief review of the Commission and voting percentages by City. Mr. Vihlen also informed Council he had been selected as Chair of the Budget Committee.

Proclamation: Water Conservation Month, James Cannon, Intergovernmental Coordinator/Government Affairs, St. Johns Water Management District – Mayor Chasez read and presented a proclamation to Mr. Cannon proclaiming April as Water Conservation Month. Mr. Cannon expressed his appreciation and recommended regularly checking for leaks.

PUBLIC HEARINGS:

Staff is requesting the City Council approve the second reading of Ordinance No. 06-2024, adopting Appendix 1- Live Local Act to the City's Land Development Code, establishing

definitions, procedures, regulations, and criteria for the review and approval of Mixed Use Residential Developments pursuant to Florida's Live Local Act.

City Attorney read the Ordinance into the record.

Staff gave a brief overview of the Live Local Act. The Ordinance provides applicability, definitions, clarification of terms, eligibility criteria, a formal approval process, and an annual audit process.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the second reading of Ordinance No. 06-2024, adopting Appendix 1, Live Local Act, to the City's Land Development Code, establishing definitions, procedures, regulations, and criteria for the review and approval of Mixed Use Residential Developments pursuant to Florida's Live Local Act. Seconded by Council Member Sell. Motion passed unanimously.

NEW BUSINESS:

City Manager is requesting City Council approve a proposal from Dale Beasley Construction, Inc., for Stormwater Construction Services for the 670 Bernasek Drive Drainage Improvement Project.

Staff reviewed the drainage system and damage that occurred. Funding is available in the stormwater reserves.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the Dale Beasley Construction proposal in the amount of \$42,625.18 and approve a Work Authorization for construction of the 670 Bernasek Drive Drainage Improvements project. Recommendation to include a Contingency Budget of 10% or \$4,262.52 to be included for the total budgeted amount of \$46,887.70, and to approve Work Order No. 0324-02 to KHARE Construction Services, LLC for Construction Management and Inspections Services as related to the 670 Bernasek Drive Drainage Improvement Project for the amount of \$6,380.00. Seconded by Council Member Stevenson. Motion passed unanimously.

Staff requests City Council approve two wetland mitigation options for meeting St. Johns River Water Management District (SJRWMD) permit requirements as follows: Approve the use of recently acquired wetlands properties as local wetland mitigation and the alternate option to purchase the needed 0.20 credits from TM-ECON Mitigation Bank in the amount of \$24,000.

Staff reviewed the mitigation options and costs involved. The mitigation is necessary to meet St. Johns Water Management District's permit requirements.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the mitigation with the property on Magnolia Drive and if necessary, approve the purchase of the mitigation with TM Econ for \$24,000. Seconded by Council Member Stevenson. Motion passed unanimously.

City Manager is requesting City Council approve the Fort Florida Road Bridge and Spillway Improvement Agreement between Florida Power & Light Company (FPL) and the City of DeBary.

City Manager provided information on the FPL spillway and reservoir, including the capacity of the spillway and the channel under the bridge. The cost share agreement and approximate timeline were also reviewed.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the Ft. Florida Road Bridge and Spillway Improvement Agreement. Seconded by Council Member Stevenson. Motion passed unanimously.

COUNCIL MEMBER REPORTS / COMMUNICATIONS:

Member Reports/ Communications

A. Mayor and Council Members:

Vice-Mayor Butlien requested Council consensus to begin a citizen’s group to accept donations for City projects. It was Council’s consensus to have the City Manager review other such committees and report back to Council for further consideration.

Mayor Chasez asked for consensus to name an alternate Council Member to the TPO. Council Member Sell volunteered to serve. Consensus was received.

B. City Manager

C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP: City Council Workshop April 19, 2024, 5:30 p.m., and Special City Council Meeting April 19, 2024, 6:30 p.m.

ADJOURN: The meeting was adjourned at 7:56 p.m.

**APPROVED:
CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Annette Hatch, CMC, City Clerk

Karen Chasez, Mayor

Debary City Council Meeting Information on Bear Habitat

Information provided by Jenny Moreau, phone 850-922-4330
Bear Management Team, Fish and Wildlife Conservation Commission

BLACK BEARS ARE A PROTECTED SPECIES BY FL LAW UNDER FISH AND WILDLIFE LEGISLATION

It is against the law to:

- Feed bears
- Shoot bears
- Move bears
- Move their habitat or disturb their habitat

Primary Law Enforcement and Arrest authority is through Sheriff's Department. Prosecution of offenders is handled through State Attorney's office.

- Fine for breaking the law can be up to \$1,000
- Imprisonment is up to 1 year

Other employees of Fish and Wildlife are:

- Vicki Boland, Administrative Assistance, Imperiled Species, Florida Fish and Wildlife Conservation Commission
- Greg Workman, Volusia County Biologist, Northeast Region of Fish and Wildlife Conservation Commission, phone 352-732-1225

Question 1. What entity provided for the environmental impact study?

Question 2. Did this study list endangered species on this property?

Question 3. Did the impact study mitigate any problem with lake water on this property?



CITY COUNCIL WORKSHOP

April 17, 2024 at 5:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

MINUTES

CALL TO ORDER: Mayor Chasez called the meeting to order at 5:30 p.m.

ROLL CALL: Mayor Chasez, Vice-Mayor Butlien, Council Members Pappalardo, Sell and Stevenson are present.

Others present: Carmen Rosamonda, City Manager; Steven Bapp, Growth Management Director; Joseph Barker, Senior Planner; Kayla Burney, Planning Technician; Annette Hatch, City Clerk; David Rodriguez, Information Technology Technician; Merylene Thomas, Senior Planner; and, Richard Villaseñor, City Engineer.

PRESENTATIONS: Staff reviewed and answered Council's questions from the previous workshop. Staff highlighted the restructuring, additions, and updates to Chapter 9, Environmental Protection. The City's engineers and environmental consultant assisted the Growth Management Department with the updates.

PUBLIC PARTICIPATION: No one addressed Council.

COUNCIL DISCUSSION: City Council questioned staff and discussed the presentation.

ADJOURN: The meeting was adjourned at 5:47 p.m.

APPROVED:

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Karen Chasez, Mayor

Annette Hatch, CMC, City Clerk



SPECIAL CITY COUNCIL MEETING

April 17, 2024 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

MINUTES

CALL TO ORDER: Mayor Chasez called the meeting to order at 6:30 p.m.

ROLL CALL: Mayor Chasez, Vice-Mayor Butlien, Council Members Pappalardo, Sell and Stevenson are present.

Others present: Carmen Rosamonda, City Manager; Rick Geller, City Attorney; Steven Bapp, Growth Management Director; Joseph Barker, Senior Planner; Annette Hatch, City Clerk; David Rodriguez, Information Technology Technician; and, Richard Villaseñor, City Engineer.

PUBLIC PARTICIPATION: For any items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

DELETIONS OR AMENDMENTS TO THE AGENDA (City Charter Sec. 4.11): None.

PRESENTATIONS: Proclamation: National Child Abuse Prevention Month, Lisa Burke, Residing Hope. Mayor Chasez read and presented the proclamation to Ms. Burke who expressed her appreciation for the proclamation and for the community's support of the Children's Home.

PUBLIC HEARINGS:

Staff is requesting the City Council approve the second reading of Ordinance No. 07-2024, amending the Swallows Planned Unit Development (PUD) to change the permitted use provided in the existing development agreement (DA) and adopt development standards therein (Quasi-Judicial).

City Attorney read the Ordinance into the record.

Mayor Chasez reviewed the order of business for quasi-judicial hearings.

City Clerk swore in all those who wished to speak.

City Clerk performed a roll-call for disclosure of ex-parte communications:

Council Member Sell: None.

Council Member Pappalardo attended the March 11 Community Meeting, exchanged pleasantries with Mr. Watts, and spoke briefly to Growth Management staff.

Council Member Stevenson: None.

Vice-Mayor Butlien: Received a few calls from residents today; encouraged them to attend this evening.

Mayor Chazez: None.

Staff briefly reviewed the history of the planned unit development and the requested changes since the first reading.

Mark Watts, Cobb Cole, attorney for the applicant, addressed Council. He discussed the increased open space, buffers, fencing, and additional reviews required should the Ordinance pass this evening.

Diane Gordon, Jim Taufer, Melissa Cox, Teri Beverly, and Christopher Roney addressed Council.

Mr. Watts re-addressed Council to respond to citizens' concerns regarding traffic, flooding, interior road setbacks and landscape buffers.

Motion by Vice-Mayor Butlien to approve the second reading of Ordinance No. 07-2024, amending the Swallows Planned Unit Development (PUD) and existing development agreement. Seconded by Council Member Pappalardo. Motion passed unanimously.

NEW BUSINESS:

City Manager is requesting City Council hear presentations, discuss and provide guidance on Current Development Growth, Transportation and Other Capital Improvement Initiatives, Stormwater Projects and Council Strategic Initiatives.

City Manager reviewed and discussed the estimated timelines and estimated costs for transportation, capital and stormwater projects, along with other capital initiatives. In addition, updates to Council's strategic initiatives were also discussed.

Staff reviewed the agricultural areas in the City, which included agricultural and rural zoning lot sizes.

COUNCIL MEMBER REPORTS / COMMUNICATIONS:

Member Reports/ Communications

- A. Mayor and Council Members
- B. City Manager
- C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP: Regular City Council Meeting May 1, 2024, 6:30 p.m.

ADJOURN: The meeting was adjourned at 8:32 p.m.

APPROVED:

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Karen Chasez, Mayor

Annette Hatch, CMC, City Clerk



City Council Meeting City of DeBary AGENDA ITEM

Subject: KBC Mixed Development Order Extension	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input checked="" type="checkbox"/> Other
From: Steven Bapp, AICP Growth Management Director	
Meeting Hearing Date May 1, 2024	

REQUEST

The Applicant, KBC Development, Inc., would like to extend their Preliminary Plat and Construction Plan Development Order for the KBC Mixed project.

PURPOSE

On March 21, 2023, the applicant submitted their application within the 90-day expiration window and is therefore eligible to request that City Council extend their Development Order again for a period of 360 days.

CONSIDERATIONS

On June 17, 2020, a Preliminary Plat and Construction Plan Development Order was issued for the KBC Mixed project. The project site is located on the southwest corner of U.S. Highway 17-92 and DeBary Plantation Boulevard. The project consists of 55 townhouse units and up to 129,000 square feet of commercial development.

Section 4-25 of the Land Development Code states a Development Order shall remain valid for a period of 360 days from the date of issuance. Section 4-25 further provides that the period of 90 days before and 90 days after the expiration of this Development Order, the developer may request an extension from the City Council. The code does not limit the number of extensions the City Council may grant for a project.

On May 3, 2023, the City Council approved a development order extension for this project. The issued development order expires on April 30, 2024.

COST/FUNDING

N/A

RECOMMENDATION

Staff recommends the City Council approve the extension request for the KBC Mixed Preliminary Plat and Construction Plan Development Order for an additional 360 days.

IMPLEMENTATION

The applicant would need to begin moving forward with the project and meeting the conditions described on the Development Order.

ATTACHMENTS

- Preliminary Plat and Construction Plans
- Landscape Plans
- Development Orders

DEBARY COMMERCIAL 17 AC. PRELIMINARY PLAT

CITY OF DEBARY - VOLUSIA COUNTY, FL
SUBMITTED JANUARY 16, 2019



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL PLANNING
TRANSPORTATION

OWNER: KBC DEVELOPMENT INC.
4570 ORANGE BLVD
SANFORD, FL 32771
(407) 585-2510

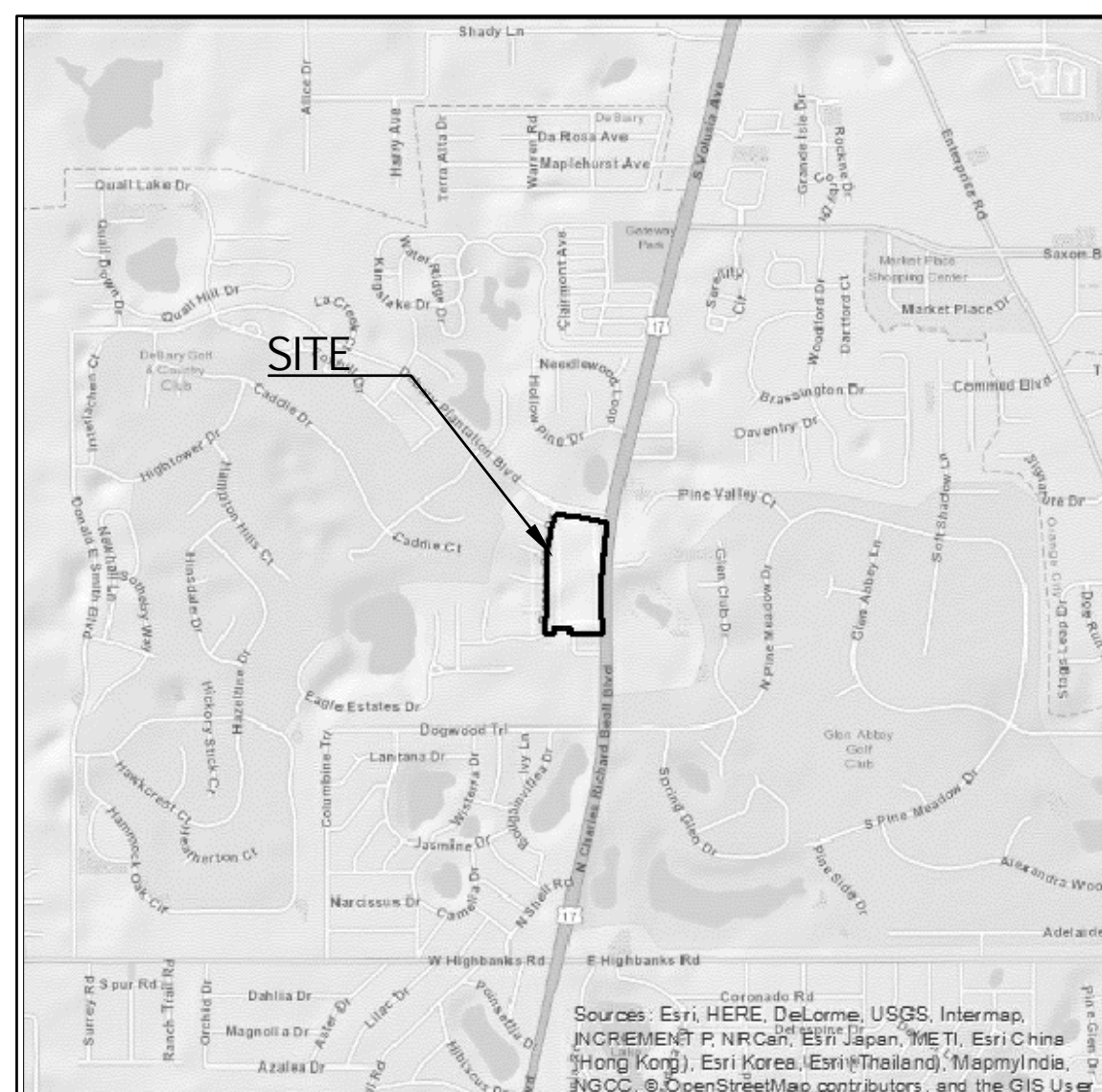
CONTACT: CHRIS TYREE
EMAIL: CTYREE@BRIARTEAM.COM

CIVIL ENGINEER: ZEV COHEN & ASSOC., INC.
300 INTERCHANGE BOULEVARD
ORMOND BEACH, FL., 32174
(386) 677-2482
(386) 677-2505 (FAX)
CONTACT: RANDY HUDAK P.E.
e-mail: RHUDAK@zevcohen.com

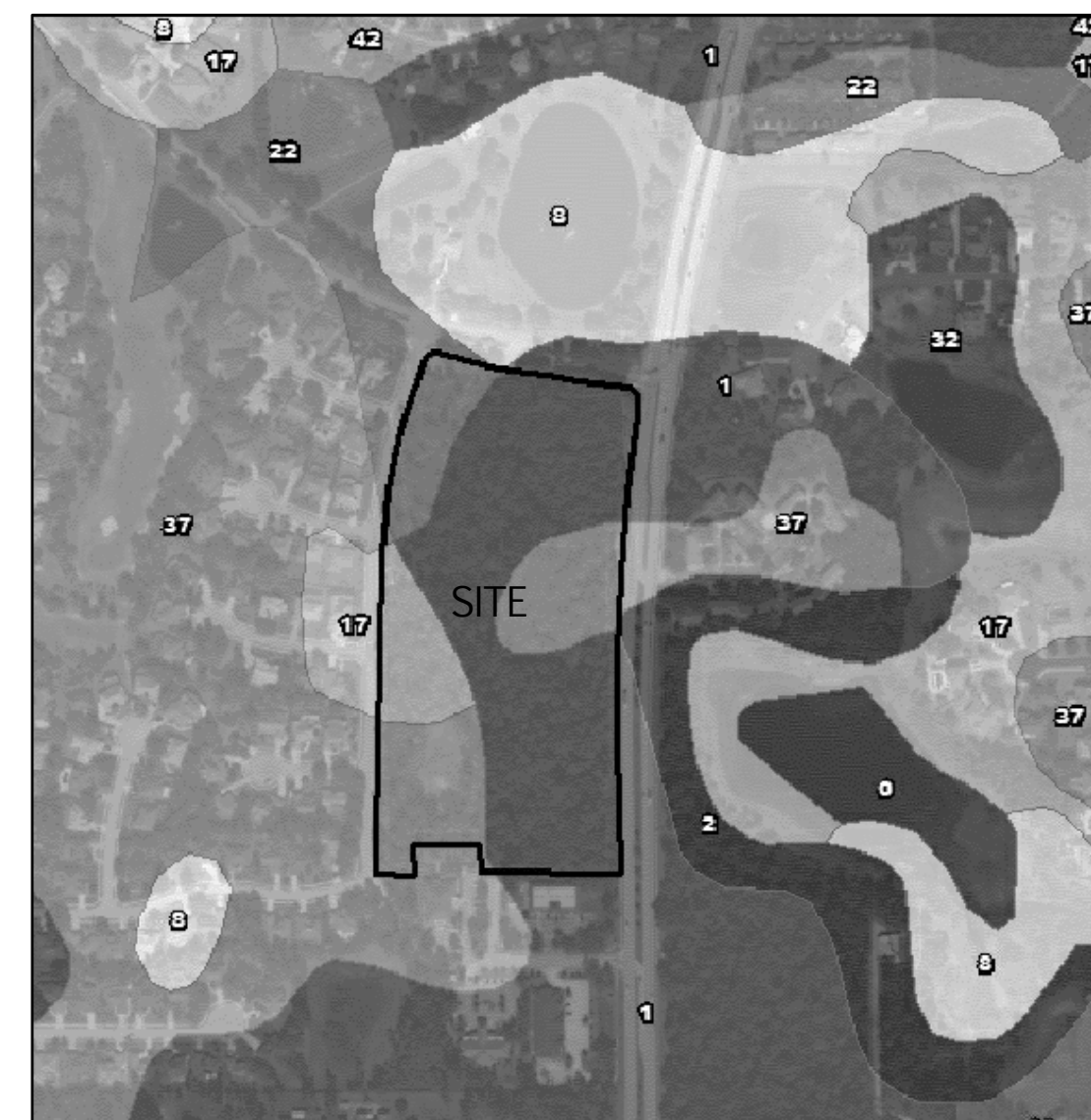
SURVEYOR: SCOTT'S SURVEYING SERVICES, INC.
8 S. HWY 17-92, SUITE 8-A
DEBARY, FL
386-668-7332

CONTACT: SCOTT BECHIR
EMAIL: CS.SRBSURVEY@YAHOO.COM

GEOTECHNICAL ENGINEER: UNIVERSAL ENGINEERING & SCIENCES, INC.
911 BEVILLE RD. SUITE#3
SOUTH DAYTONA, FL 32119
(386) 756-1105
(386) 760-4067 (FAX)
CONTACT: BRIAN POHL, P.E.
e-mail: bpohl@universallengineering.com



VICINITY MAP
SCALE: 1" = 2000'



SOILS MAP
SCALE: 1" = 500'

THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS:
1 - APOPKA FINE SAND
2 - APOPKA FINE SAND
8 - BASINGER FINE SAND
17 - DAYTONA SAND
22 - ELECTRA FINE SAND
37 - ORSINO FINE SAND



FLOOD ZONE MAP
SCALE: 1" = 500'



ZONING/FUTURE LAND USE MAP
SCALE: 1" = 500'

PROPERTY DESCRIPTION:
LOT 2, DEBARY COMMERCIAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 51, PAGES 32 AND 33 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

TRACT "A", AS SET FORTH ON THAT CERTAIN PLAT RECORDED IN MAP BOOK 51, PAGE 32 AND 33, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

FIFTY (50) FOOT ACCESS AND UTILITY EASEMENT AS DEPICTED UPON UPON THAT CERTAIN PLAT RECORDED IN MAP BOOK 1, PAGES 32 AND 33, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DEPICTED ON THE SECOND PAGE OF SUCH PLAT, RECORDED IN MAP BOOK 51, PAGE 33, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS FOLLOWS:

FROM A POINT ON THE WESTERLY BOUNDARY OF "LIBRARY LANE", PROCEED EAST 50.00 FEET TO THE EASTERLY BOUNDARY OF "LIBRARY LANE", THENCE ALONG SAID EASTERLY BOUNDARY SOUTH 00 DEGREES 22 MINUTES 14 SECONDS EAST, 832.91 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 275.00 FEET AND A CHORD BEARING OF SOUTH 04 DEGREES 06 MINUTES 45 SECONDS WEST, NORTH 08 DEGREES 35 MINUTES 44 SECONDS EAST, 377.06 FEET TO THE APPROXIMATE BEGINNING OF THE CURVE DEPICTED THEREON AT THE SOUTHERLY BOUNDARY OF THE "DEBARY PLANTATION BOULEVARD" RIGHT OF WAY, THENCE WEST APPROXIMATELY 50.00 FEET TO THE BEGINNING OF THE CURVE DEPICTED THEREON AT THE SOUTHERLY BOUNDARY OF THE SAID DEBARY PLANTATION BOULEVARD, THENCE SOUTH 377.06 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 325.00 FEET AND A CHORD BEARING OF SOUTH 04 DEGREES 06 MINUTES 45 SECONDS WEST, NORTH 08 DEGREES 35 MINUTES 44 SECONDS EAST, 377.06 FEET, THENCE SOUTH 00 DEGREES 22 MINUTES 05 SECONDS EAST, 832.91 FEET TO THE POINT OF BEGINNING SET FORTH ABOVE.

SITE DATA:

SITE ADDRESS: 217 SOUTH BEACON CLUB DRIVE, DEBARY FL 32713
TAX PARCEL I.D.: 27-18-30-13-00-0020
ZONING: RPUD
FUTURE LAND USE: MIXED USE
EXISTING USE: VACANT
PROPOSED USE: MIXED USE
TOTAL PROJECT AREA: 17.37 ACRES (100%)
IMPERVIOUS AREA: ASSUME 75% (DEVELOPMENT TRACTS)

POTABLE WATER PROVIDER: VOLUSIA COUNTY
SANITARY SEWER PROVIDER: VOLUSIA COUNTY

LAND USE BREAKDOWN

TRACT	PHASE	USE	AREA (AC.)	PARK AREA (AC)	OPEN SPACE (AC)	DENSITY	UNITS ALLOWED	MAX BUILDING SIZE (SF)	PARKING REQUIRED
	1	RIGHT-OF-WAY (PUBLIC)	1.80	-	-	-	-	-	-
B,C	1	STORMWATER	3.49	-	3.49	-	-	-	-
A	1	UNDEVELOPED	0.65	-	0.65	-	-	-	-
5	2	RESIDENTIAL	3.48	0.283	0.61	16 DU/AC	55 UNITS	-	110
1	3	COMMERCIAL	3.04	-	0.48	0.37 FAR	-	49,390	180
2	4	COMMERCIAL	1.73	-	0.30	0.37 FAR	-	28,107	102
3	5	COMMERCIAL	1.57	-	0.19	0.37 FAR	-	25,508	93
4	6	COMMERCIAL	1.60	-	0.25	0.37 FAR	-	25,995	95
TOTALS			17.36	0.283	5.97	-	55 UNITS	129,000	579

MINIMUM LANDSCAPE BUFFERS

NORTH - (DEBARY PLANTATION BLVD)	20'
SOUTH	10'
EAST - (US HWY 17-92)	20'
WEST - (BEACON CLUB DR.)	10'
LIBRARY LANE - (INTERNAL RD)	5'
17-92 CONNECTION - (INTERNAL RD)	5'

MINIMUM BUILDING SETBACKS

NORTH - (DEBARY PLANTATION BLVD)	35'
SOUTH	50'
EAST - (US HWY 17-92)	75'
WEST - (BEACON CLUB DR.)	35'
LIBRARY LANE - (INTERNAL RD)	15'
17-92 CONNECTION - (INTERNAL RD)	15'

SHEET INDEX:

- C1 COVER SHEET
- C2-C4 CONSTRUCTION NOTES
- C5 DEMOLITION & EROSION CONTROL PLAN
- C6 GEOMETRY, SIGNAGE & STRIPING PLAN
- C7 PAVING, GRADING & DRAINAGE PLAN
- C8 UTILITY PLAN
- C9-C10 PLAN & PROFILES
- C11-C14 CONSTRUCTION DETAILS
- TP1-TP2 TREE PROTECTION PLAN & DETAILS
- LA1-LA9 LANDSCAPE PLAN & DETAILS
- IR1-IR8 IRRIGATION PLAN & DETAILS

DEBARY COMMERCIAL 17 ACRES

PRELIMINARY PLAT
COVER SHEET

VOLUSIA COUNTY, FLORIDA

PROJECT NO.: ZC 16070
DESIGNED BY: RMH/AC
DRAFTED BY: TNL
CHECKED BY: RMH

DRAWING FILE: 01-16070-COV
XREFS: ---
XREFS: ---

RANDY M. HUDAK, P.E., NO. 65053
NOT VALID WITHOUT SEAL

GENERAL NOTES

- 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF DEBARY'S LAND DEVELOPMENT CODE REQUIREMENTS, STANDARD CONSTRUCTION DETAILS & STANDARD SPECIFICATIONS, LATEST EDITIONS.
2. ALL DRAINAGE STRUCTURES AND OTHER IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MOST RECENT EDITION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION.
3. SHOP DRAWINGS AND CERTIFICATIONS FOR ALL MATERIALS AND STRUCTURES ARE REQUIRED. THE CONTRACTOR SHALL REVIEW AND SIGN SHOP DRAWINGS. THE CONTRACTOR SHALL SUBMIT REVIEWED SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.
... 34. ALL STORMWATER PIPES AND INLETS SHALL BE CLEANED OF DEBRIS AND ERODED MATERIALS AT LAST STAGES OF AND PRIOR TO COMPLETION OF CONSTRUCTION.

GENERAL NOTES

- 36. SPECIAL ATTENTION IS DIRECTED TO THE FACT THAT PORTIONS OF SOME DRAINAGE STRUCTURES MAY EXTEND INTO THE STABILIZED PORTION OF THE ROADBED. EXTREME CAUTION WILL BE NECESSARY DURING COMPACTION AND STABILIZATION OPERATIONS AT THESE LOCATIONS TO AVOID DAMAGE AND ACHIEVE THE REQUIRED COMPACTION.
37. DURING CONSTRUCTION, AN ALL-WEATHER ACCESSIBLE ROADWAY SHALL BE MAINTAINED AT ALL TIMES FOR FIRE ACCESS.
38. ALL REQUIRED FIRE LINES & HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL & STATE REQUIREMENTS AND OPERATIONAL PRIOR TO THE START OF VERTICAL CONSTRUCTION.
... 50. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE REGULATORY REPRESENTATIVES TO DETERMINE THE INSPECTIONS NEED FOR THE PROJECT. CONTRACTOR SHALL PROVIDE PROPER NOTIFICATION TO INSPECTING AUTHORITIES BEFORE AND DURING CONSTRUCTION.

EROSION & SEDIMENT CONTROL NOTES

- 1. ALL CONSTRUCTION ACTIVITIES SHALL INCORPORATE BEST MANAGEMENT PRACTICES (BMP'S) TO CONTROL EROSION, SEDIMENTATION, AND THE POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION.
2. CONTRACTOR SHALL MINIMIZE DISTURBANCE OF EXISTING VEGETATION (PARTICULARLY AROUND THE PROJECT PERIMETER) AND ADJACENT EXISTING DRAINAGE PATTERNS TO THE MAXIMUM EXTENT PRACTICAL DURING THE CONSTRUCTION PROCESS.
3. SILT FENCES AND TURBIDITY BARRIERS SHALL BE INSTALLED ON SITE AND APPROVED BY THE CITY PRIOR TO CONSTRUCTION, AND SHALL BE INSPECTED WEEKLY BY THE CONTRACTOR AND CORRECTIVE ACTION TAKEN AS NECESSARY.
... 11. THE CONTRACTOR SHALL MAINTAIN A MINIMUM PERMIT AND IMPLEMENT AN EROSION AND SEDIMENT CONTROL PLAN IN ACCORDANCE WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) GUIDELINES.

SITE CLEARING & GRADING NOTES

THE FOLLOWING REPRESENTS MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF A PROJECT. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL MEASURES TO BE EMPLOYED WHEN WARRANTED BY EXTREME CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO EMPLOY THE APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

- 1. NO DISTURBANCE OF EXISTING OR PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED WITHOUT PRIOR APPROVAL FROM THE CITY ENGINEER OR DESIGNER. THE CONTRACTOR SHALL LOCATE THESE AREAS ON SITE AND BARRICADE THEM TO AVOID ANY UNAUTHORIZED CLEARING, BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER-STORY HABITAT, WHICHEVER IS NEAREST TO THE CONSTRUCTION ACTIVITY.
2. SPECIMEN AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
3. WHERE A CHANGE OF GRADE OCCURS AT THE DRIP LINE OF A SPECIMEN TREE, SILT FENCE WILL BE REQUIRED DURING CONSTRUCTION AND RETAINING WALLS MUST BE INSTALLED PRIOR TO FINAL ACCEPTANCE BY THE CITY.
... 31. STORM INLETS SHALL BE SPACED IN SUCH A MANNER AS TO ACCEPT ONE HUNDRED (100) PERCENT OF THE DESIGN STORM RUNOFF WITHOUT IMPEDING THE FLOW OF TRAFFIC FOR ROADWAY SECTIONS WITH DESIGN SPEEDS OF 45 MPH AND LESS AND WITHOUT FULL WIDTH SHOULDERS, SPREAD RESULTING FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR SHALL NOT EXCEED ONE-HALF OF THE TRAVEL LANE ADJACENT TO THE GUTTER.

STORMWATER CONSTRUCTION NOTES

- 1. ALL MATERIALS AND INSTALLATION AND SEDIMENT AND EROSION CONTROL METHODS USED FOR LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND SITE PLANS SHALL BE IN CONFORMANCE WITH THE CITY, FDEP, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND THE FDOT DESIGN STANDARDS MANUAL (LATEST EDITION). THE USE OF BEST MANAGEMENT PRACTICES (BMP'S) IS REQUIRED.
2. BEST MANAGEMENT PRACTICES (BMP'S) FOR EROSION AND SEDIMENT CONTROL SHALL BE PLANNED, DESIGNED AND IMPLEMENTED THROUGHOUT THE SITE DEVELOPMENT ENGINEERING AND CONSTRUCTION PHASES.
3. ALL DEWATERING ACTIVITIES EITHER DIRECTLY DISCHARGED OR THAT SUBSEQUENTLY USE THE CITY'S STORMWATER SYSTEM TO CONVEY GROUND OR SURFACE WATER FROM A SITE SHALL REQUIRE A PERMIT. A PERMIT SHALL BE REQUIRED PRIOR TO ENGAGING IN ANY DEWATERING ACTIVITIES, OR IN ANY CONSTRUCTION ACTIVITIES. DEWATERING ACTIVITIES INCLUDE THE REMOVAL OF GROUND WATER FROM A CONSTRUCTION SITE, ENCLOSED VULTY, COFFERDAM, OR TRENCHES ALLOWING CONSTRUCTION OR MAINTENANCE TO BE DONE IN THE DRY, OR ANY ACTIVITY WHICH CHANGES THE IMPERVIOUS AREA OF LAND.
... 36. ALL FITTINGS SHALL MEET THE MINIMUM RESTRAINED REQUIREMENTS PER ANSI/AWWA/DIPRA, AND ALL PRESSURE PIPES UNDER THE ROADWAY SHALL BE RESTRAINED.



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL PLANNING
TRANSPORTATION

Table with 12 columns: NO., DATE, BY, SUBMITTALS/REVISIONS. Revision 1: 08/03/2016, RMH, 1.0

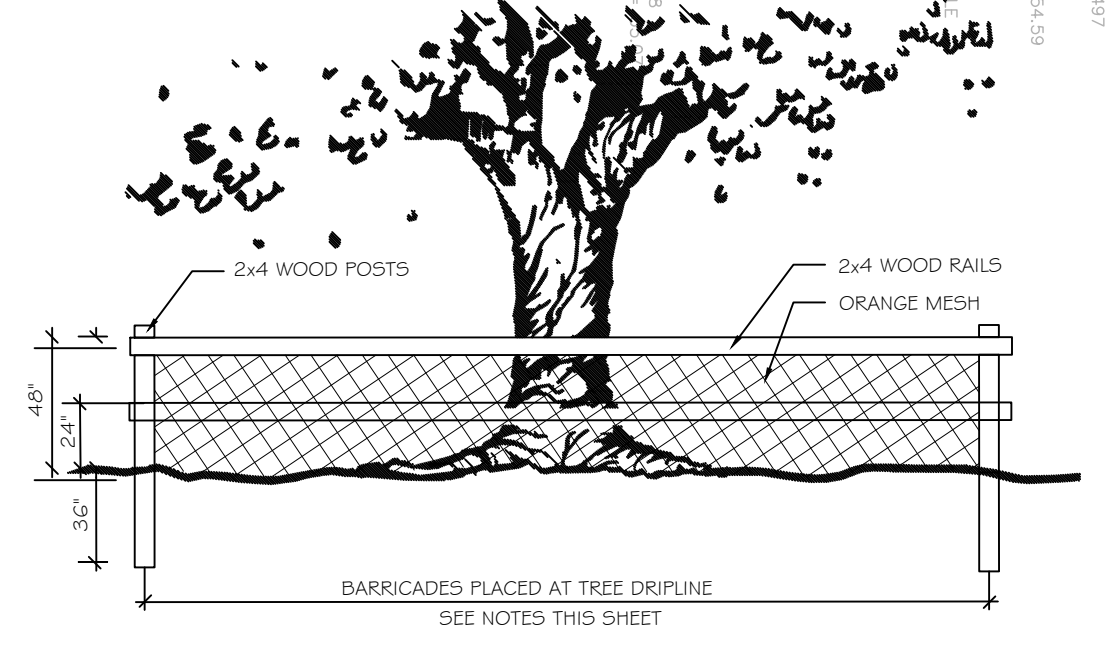
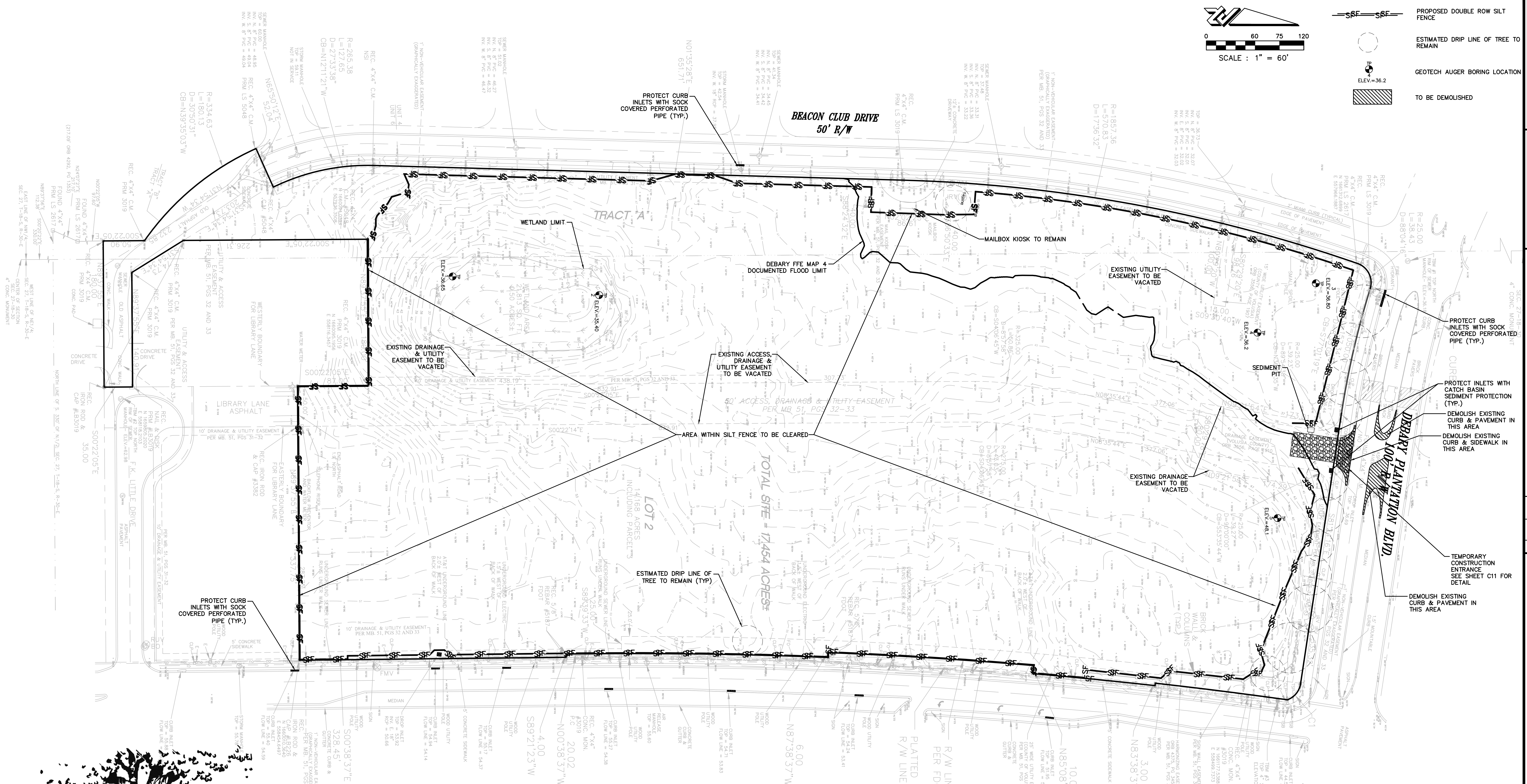
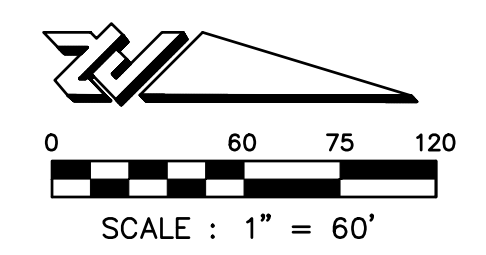
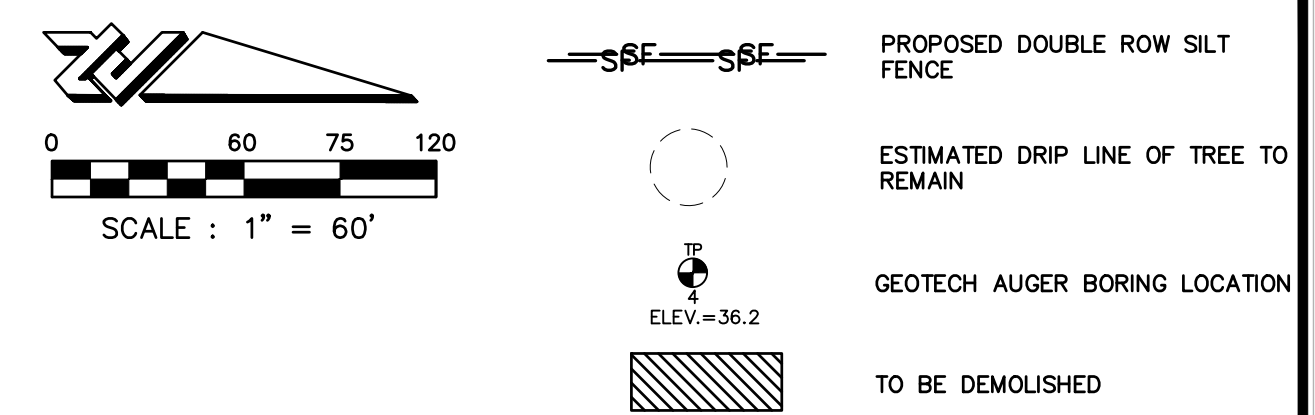
DEBARY COMMERCIAL 17 ACRES
PRELIMINARY PLAT CONSTRUCTION NOTES
VOLUSIA COUNTY, FLORIDA
CITY OF DEBARY

PROJECT NO.: ZC 16070
DESIGNED BY: RMH/AC
DRAFTED BY: TNL
CHECKED BY: RMH
DRAWING FILE: 02-16070-NOT
SHEETS: C2 OF 14

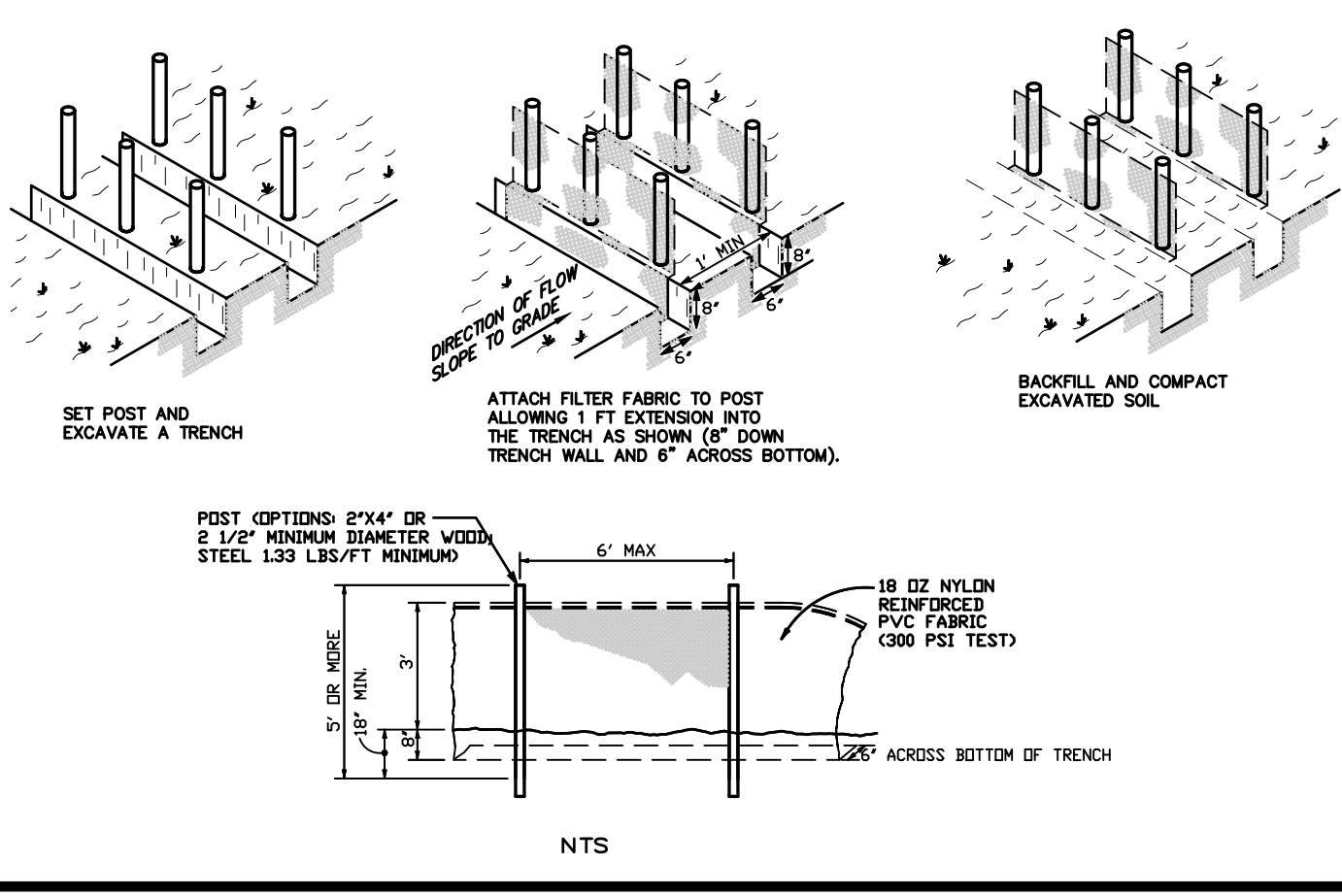
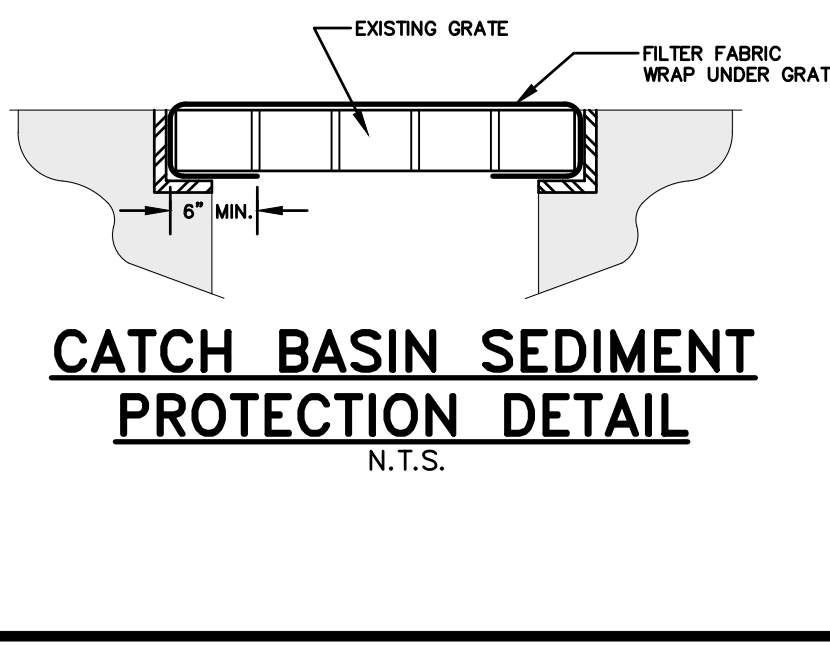
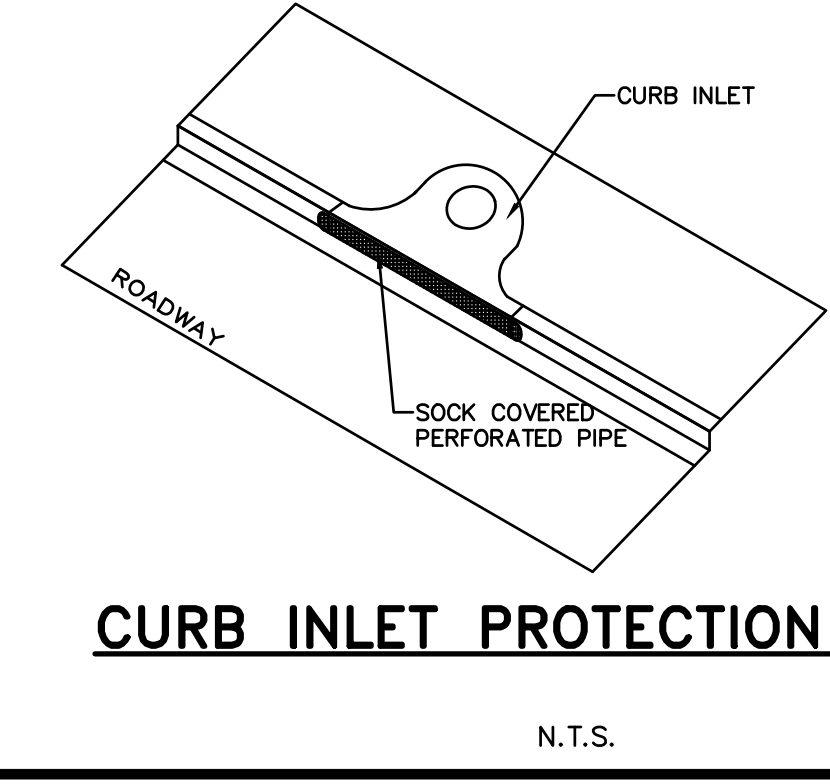


16:16700 - DEBARY COMMERCIAL PLAT ENGINEERING PLAN 02-16070-NOT.DWG - PRINTED: 11/13/2016 10:44 PM

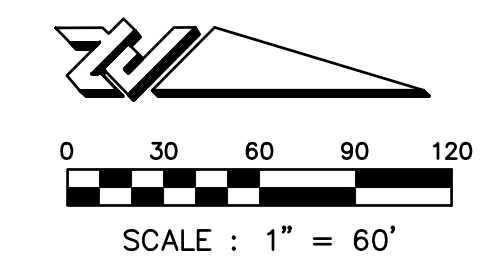
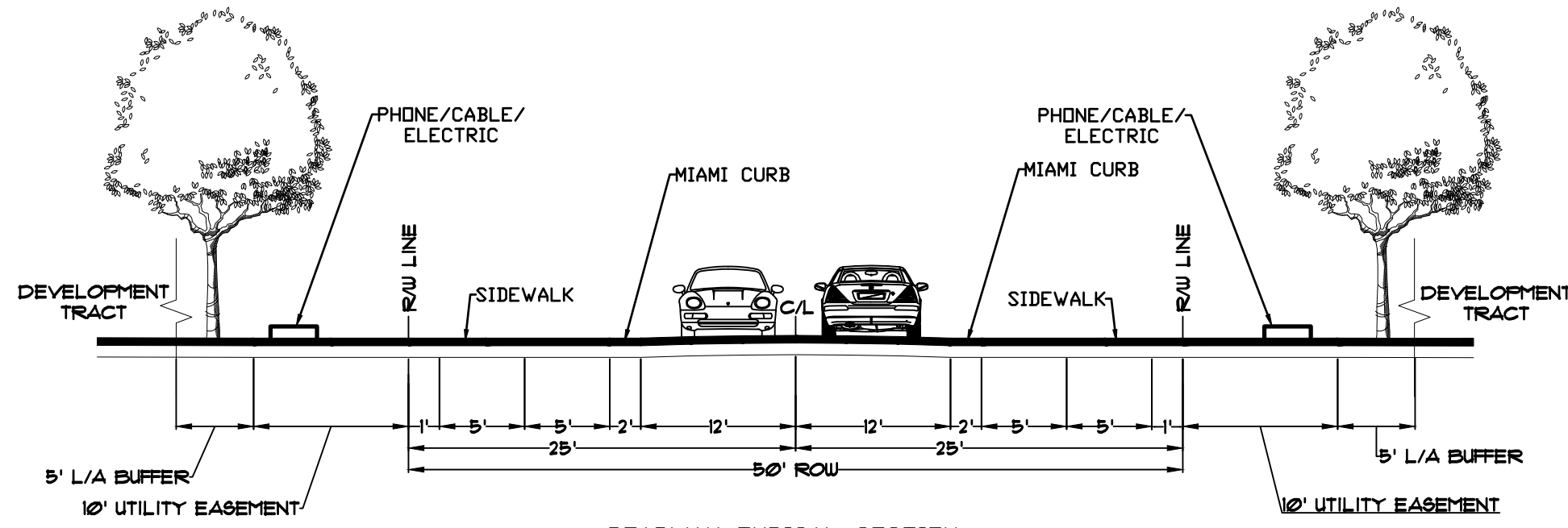
LEGEND



- PROTECT DESIGNATED EXISTING TREES SCHEDULED TO REMAIN AGAINST:
 - UNNECESSARY CUTTING, BREAKING, OR SKINNING OF ROOTS
 - SKINNING AND BRUISING OF BARK
 - SMOTHERING OF TREES BY STOCKPILING CONSTRUCTION OR EXCAVATION MATERIALS WITHIN DRIP-LINE
 - ROOT OR VEHICULAR TRAFFIC
 - PARKING VEHICLES WITHIN DRIP-LINE
- DIRECT TEMPORARY WOODEN BARRICADES AS SHOWN ON THIS SHEET. BEFORE COMMENCEMENT OF ANY SITE CLEARING OR GRADING, FENCE TO BE 4' HIGH MINIMUM WITH 2 X 4 POSTS AND 2 X 4 RAILS AT 2' AND 4' ABOVE GRADE AND SHALL BE SET DEEP ENOUGH IN THE GROUND TO BE STABLE WITHOUT ADDITIONAL SUPPORT. ALL FENCING SHALL BE A MINIMUM CLEAR DISTANCE AS DETERMINED BY THE DRIP LINE AND SHALL FULLY ENCLOSE ALL TREES SCHEDULED TO REMAIN. NOTHING SHALL BE PLACED INSIDE OF PROTECTIVE BARRICADES, INCLUDING BUT NOT LIMITED TO CONSTRUCTION MATERIAL, MACHINERY, CHEMICALS, OR TEMPORARY SOIL DEPOSITS. WHEN PAVING, EXCAVATION, OR HARDSCAPE MUST BE DONE WITHIN BARRICADES, BARRICADES SHALL BE MOVED BACK TO A SECONDARY LOCATION AT EDGE OF WORK AND APPROVED BY THE CITY. EXTRA CARE MUST BE TAKEN AT THIS TIME BY THE CONTRACTOR TO ENSURE THAT NO DAMAGE TO THE TREE OCCURS.
- PROVIDE WATER TO TREES AS REQUIRED TO MAINTAIN THEIR HEALTH DURING CONSTRUCTION WORK.
- NO GRADE CHANGES ARE TO BE MADE WITHIN THE BARRICADES WITHOUT PRIOR APPROVAL OF THE COUNTY FORESTER.



- NOTE:**
- CONTRACTOR TO RESTORE R/W TO PREVIOUS CONDITIONS, INCLUDING, BUT NOT LIMITED TO, SOD REPLACEMENT, GRADING, ETC.
 - SEE GENERAL NOTES AND SWPPP NOTES FOR SPECIFIC EROSION CONTROL NOTES.
 - ALL EXISTING INLETS RECEIVING RUNOFF FROM THE PROPOSED CONSTRUCTION SHALL BE PROTECTED FROM SAND, DEBRIS, SILT, ETC.
 - DOUBLE ROW SILT FENCE TO BE INSTALLED WITH A MINIMUM OF 1' BETWEEN ROWS.
 - MATERIALS, CONSTRUCTION METHODS AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND DESIGN STANDARDS CURRENT EDITION.
 - CONTRACTOR SHALL PROVIDE SILT FENCES, TURBIDITY BARRIERS OR APPROVED BARRIERS AT ALL STORMWATER DISCHARGE POINTS FOR EROSION CONTROL AND SEDIMENT CONTROL DURING CONSTRUCTION, DEPENDING UPON FLOW VELOCITIES AND VOLUME, REDUNDANT (MULTIPLE) PARALLEL FENCES MAY BE NEEDED.
 - CONTRACTOR SHALL ROUGH GRADE STORMWATER SWALES AND RETENTION AREAS VEGETATING IN COMPLIANCE WITH BEST MANAGEMENT PRACTICES PRIOR TO CONSTRUCTION OF SITE IMPROVEMENTS.
 - CONTRACTOR SHALL MEET ALL PERMIT CONDITIONS AS ESTABLISHED BY THE CITY OF DEBARY AND ALL OTHER APPLICABLE AGENCIES, INCLUDING BUT NOT LIMITED TO COUNTY, FDOT, STATE, FEDERAL, AND THE SJRWMD.

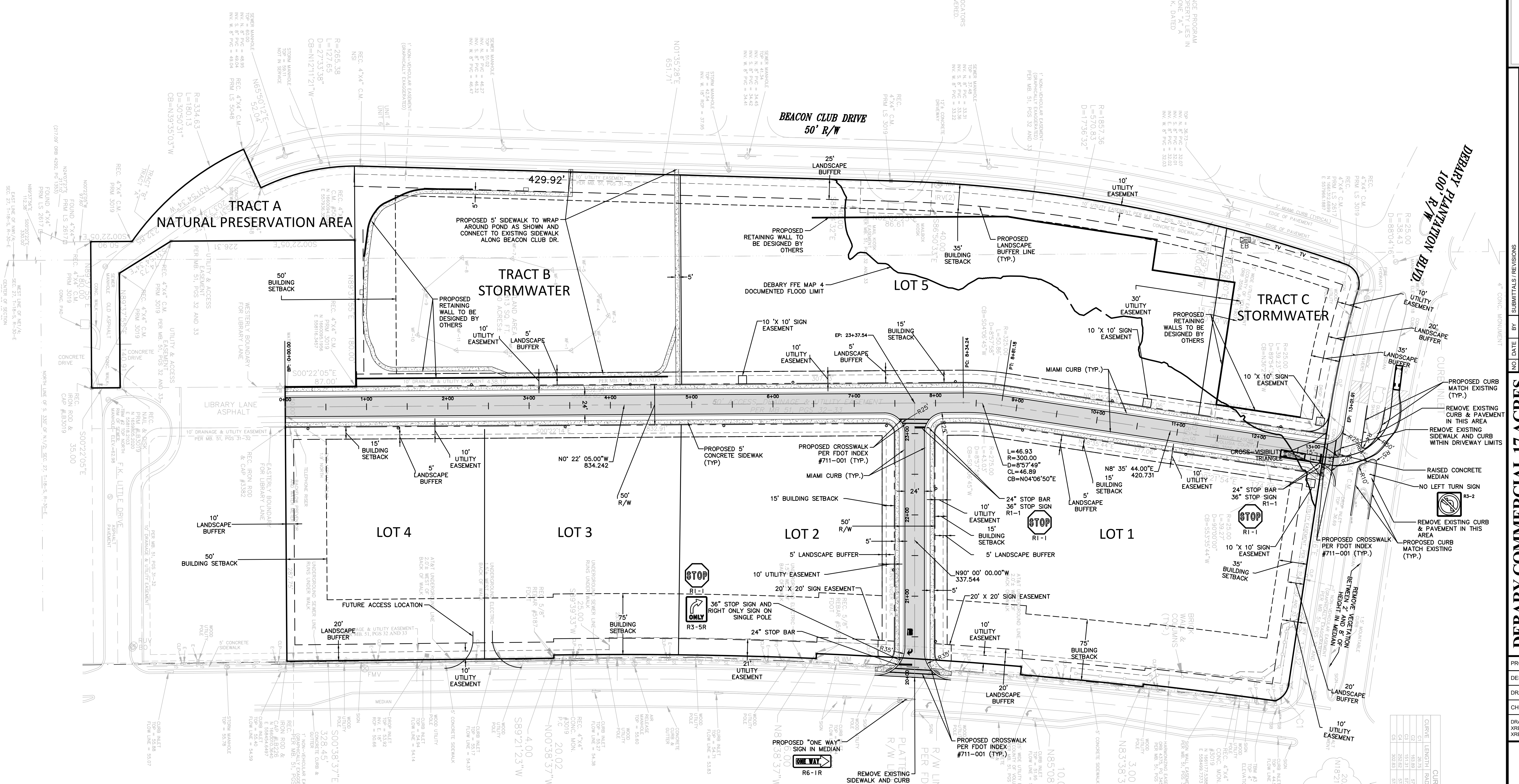


LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED STREETLIGHT

- NOTES:**
- ALL HANDICAP RAMPS ARE TO BE CONSTRUCTED PER FDOT INDEX NO. 304, LATEST EDITION.
 - POSTED AND DESIGN SPEED IS 25 MPH.
 - ALL SIGNAGE TO BE COORDINATED WITH PROJECT SIGNAGE PACKAGE FOR AESTHETIC PURPOSES.

NOTE: REFER TO SHEET C14 FOR 50' R/W TYPICAL SECTION



U.S. HIGHWAY NO. 17-92 (S.R. NO. 15 & 600)
 NORTH WOODLAND BOULEVARD
 R/W VARIES



CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 ENVIRONMENTAL PLANNING
 TRANSPORTATION

NO. DATE BY

1. SUBMITTALS/REVISIONS

DEBARY COMMERCIAL PLAT
PRELIMINARY PLAT
GEOMETRY, SIGNAGE & STRIPING PLAN

PROJECT NO. ZC 16070
 DESIGNED BY: RM/HAC
 DRAFTED BY: TNL
 CHECKED BY: RMH

DRAWING FILE: 06-16070-GSS
 XREFS: 16070-BAS.DWG
 XREFS: 16070-SUR.DWG

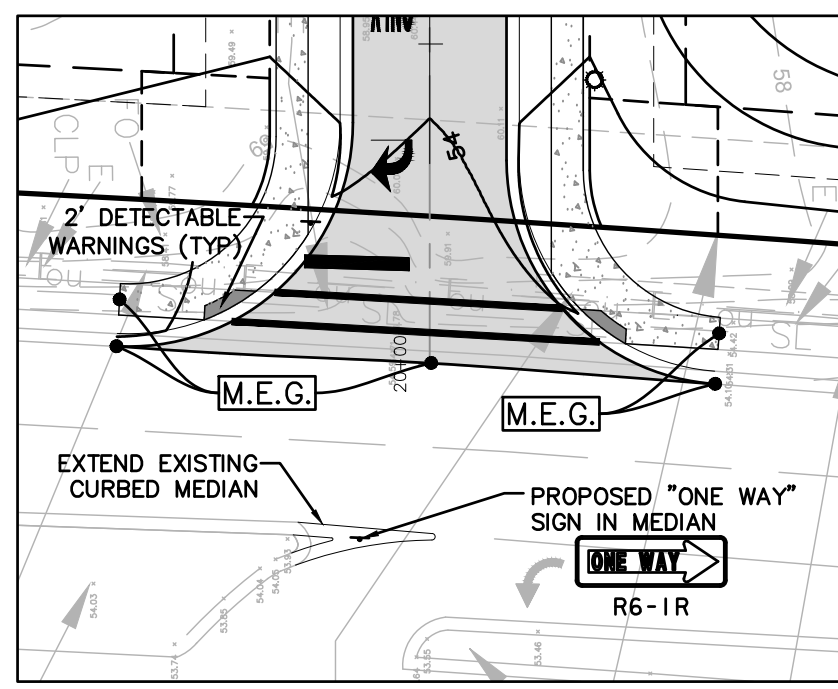
RANDY M. HUDAK, P.E., NO. 65093
 NOT VALID WITHOUT SEAL

SHEET: **C6** OF 14

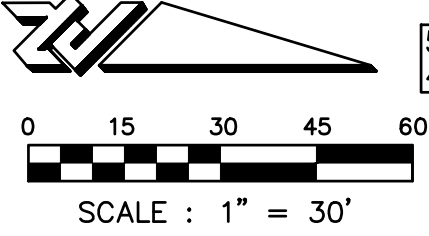
CURVE TABLE

CURVE NO.	LENGTH	POINTS	DELTA	CHORD BEARING
01	151.89	5/21-52	127.94°	S81°10'00"W
02	151.89	5/21-52	127.94°	S81°10'00"W
03	151.89	5/21-52	127.94°	S81°10'00"W
04	151.89	5/21-52	127.94°	S81°10'00"W

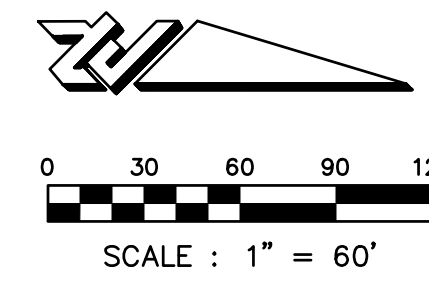
ZC 16070 - DEBARY COMMERCIAL PLAT - ENGINEERING PLAN - 06-16070-GSS - 11/13/2019 11:45 PM



17-92 DRIVEWAY CONNECTION DETAIL



SCALE : 1" = 30'

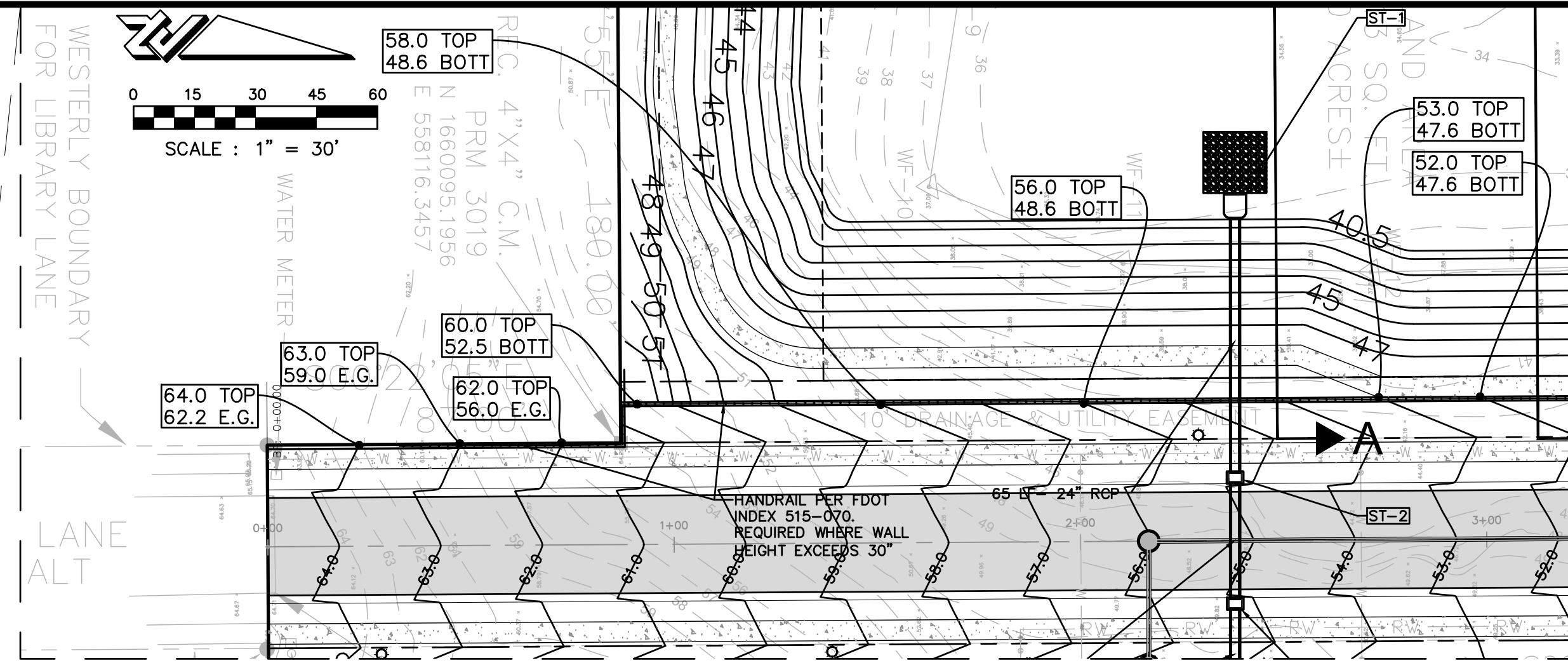
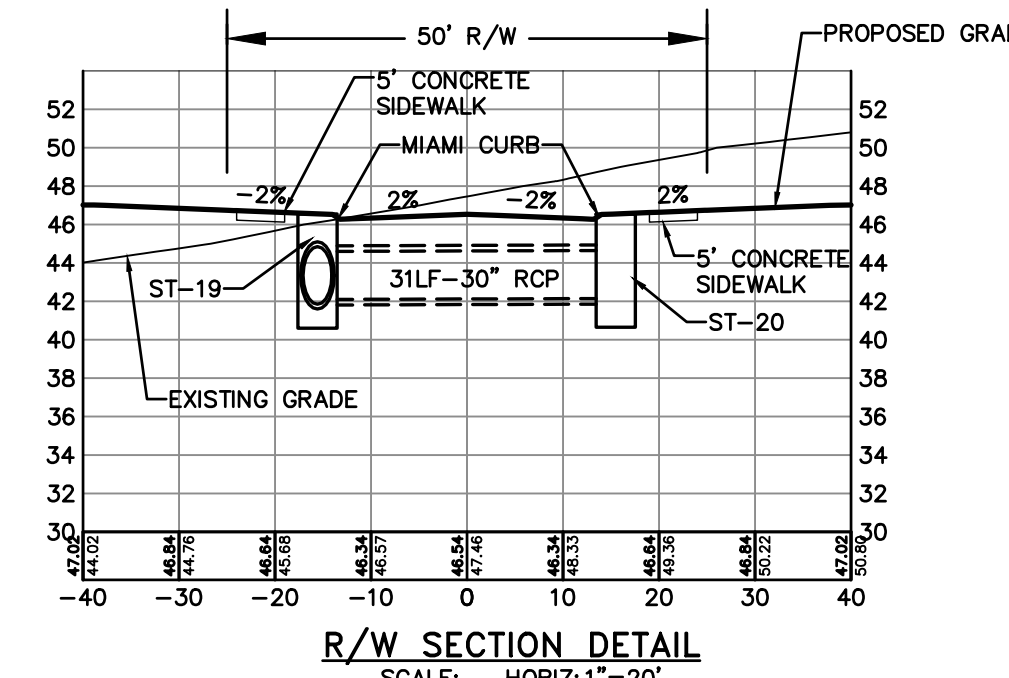


SCALE : 1" = 60'

- NOTES:
- SEE SHEET C13 FOR STORMWATER STRUCTURE TABLES.
 - CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.
 - REFER TO UNIVERSAL ENGINEERING SCIENCES (UES) REPORT NO. 1679501 AND REPORT NO. 1710524 FOR RECOMMENDATION OF REMOVAL OF SURFICIAL ORGANIC SOILS IN RA-1 AND REPLACEMENT WITH CLEAN SANDS. FOR FILL IN RA-1, USE CLEAN SAND (FINES CONTAIN LESS THAN 5% AND PERMEABILITY OF AT LEAST 40 FEET PER DAY) AS RECOMMENDED IN UES REPORT NO. 1679501 AND REPORT NO. 1710524. FILL MATERIAL MUST BE TESTED BY GEOTECHNICAL ENGINEER AND PERMEABILITY RATE MUST BE CONFIRMED.
 - MINIMUM FINISHED FLOOR ELEVATIONS SHALL COMPLY WITH LDC SECTION 4-81.
 - STORM DRAINAGE STRUCTURES AND PIPES INSTALLED FOR THIS PROJECT SHALL BE INSPECTED AND ACCEPTED BY THE ENGINEER OF RECORD AND THE CITY ENGINEER PRIOR TO FINAL PAVING OR SURFACE RESTORATION. PRIOR TO FINAL ACCEPTANCE, STORM PIPES INSTALLED FOR THIS PROJECT SHALL BE INSPECTED USING A CLOSED-CIRCUIT TELEVISION (CCTV) CAMERA. THE CCTV INSPECTION SHALL BE COMPLETED BY A FIRM WITH PERSONNEL THAT SPECIALIZES IN THIS TYPE OF WORK AND MUST BE APPROVED BY THE ENGINEER OF RECORD BEFORE FINAL ACCEPTANCE OF THE PROJECT.
 - HANDRAIL SHALL BE INSTALLED ALONG RETAINING WALLS WHERE HEIGHT EXCEEDS 30". HANDRAILS SHALL BE DESIGNED PER FDOT INDEX 515-070.

LEGEND:

- PROPOSED CONSERVATION EASEMENT
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED GRADE
- PROPOSED MATCH EXISTING GRADE LABEL
- EXISTING GRADE LABEL
- PROPOSED STREET LIGHT
- GEOTECH AUGER BORING LOCATION
- PROPOSED HANDRAIL

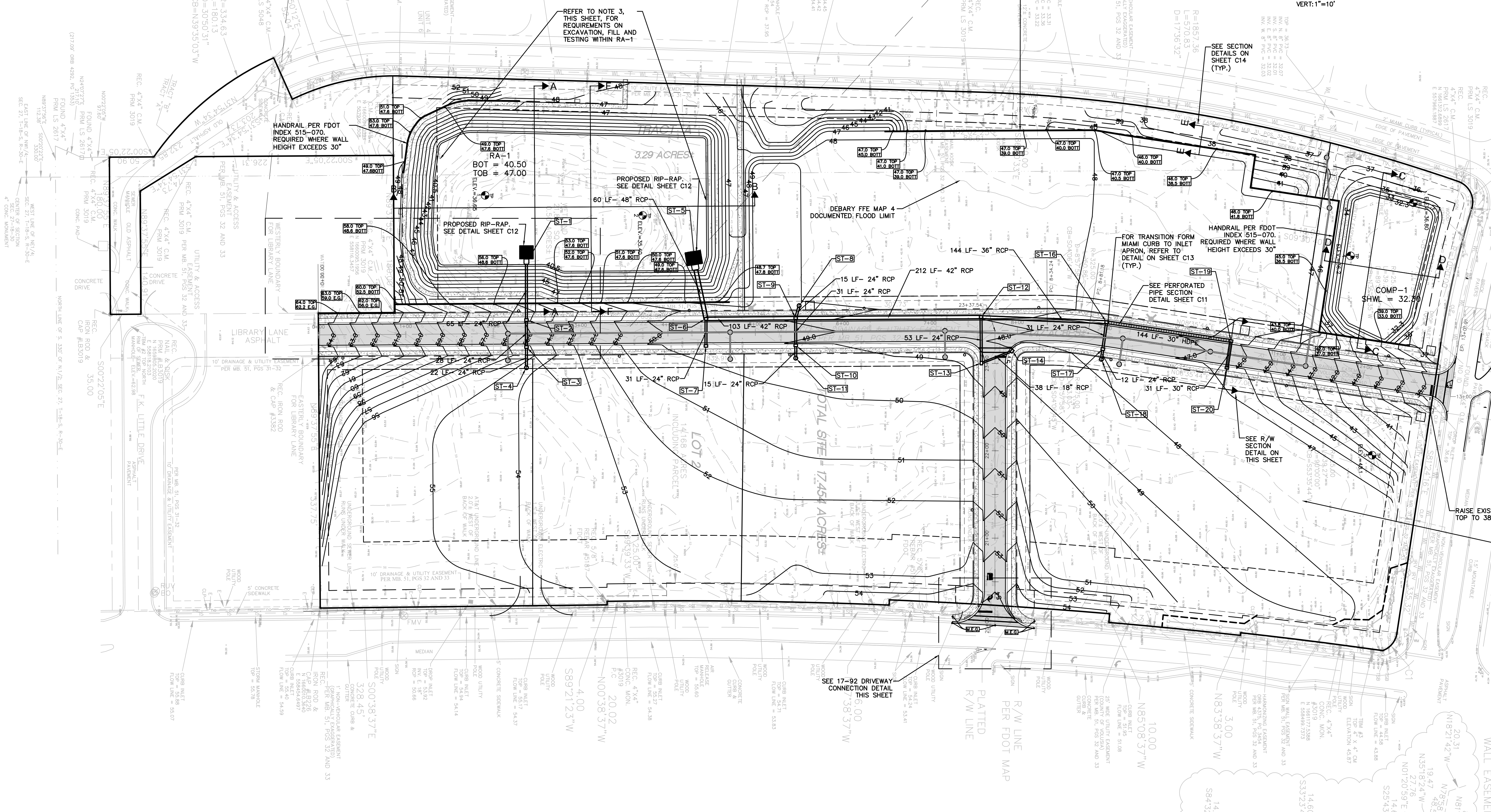


HANDRAIL PER FDOT INDEX 515-070. REQUIRED WHERE WALL HEIGHT EXCEEDS 30"

REFER TO NOTE 3, THIS SHEET, FOR REQUIREMENTS ON EXCAVATION, FILL AND TESTING WITHIN RA-1

SEE SECTION DETAILS ON SHEET C14 (TYP.)

DEBARY PLANTATION BRD. 100' R/W



WHEN LOT 1 IS DEVELOPED, IT MUST BE FILLED AND RE-GRADED TO DISCHARGE TO PROPOSED STORMWATER SYSTEM.

CURB TABLE

CURB LENGTH	ROUNDS	DELTA	CHORD BEARS
10.00	20.00	61.714°	100.0000
10.00	20.00	61.714°	100.0000
10.00	20.00	61.714°	100.0000
10.00	20.00	61.714°	100.0000
10.00	20.00	61.714°	100.0000
10.00	20.00	61.714°	100.0000
10.00	20.00	61.714°	100.0000
10.00	20.00	61.714°	100.0000
10.00	20.00	61.714°	100.0000
10.00	20.00	61.714°	100.0000



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL PLANNING
TRANSPORTATION

DEBARY COMMERCIAL 17 ACRES
PRELIMINARY PLAT
PAVING, GRADING &
DRAINAGE PLAN

PROJECT NO. ZC 16070
DESIGNED BY: RM/HAC
DRAFTED BY: TNL
CHECKED BY: RMH

DRAWING FILE: 07-16070-PGD
XREFS: 16070-BAS.DWG
XREFS: 16070-SURV.DWG



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS/REVISIONS

DEBARY COMMERCIAL 17 ACRES
PRELIMINARY PLAT
UTILITY PLAN

PROJECT NO: ZC 16070
DESIGNED BY: RMH/CAC
DRAFTED BY: TNL
CHECKED BY: RMH

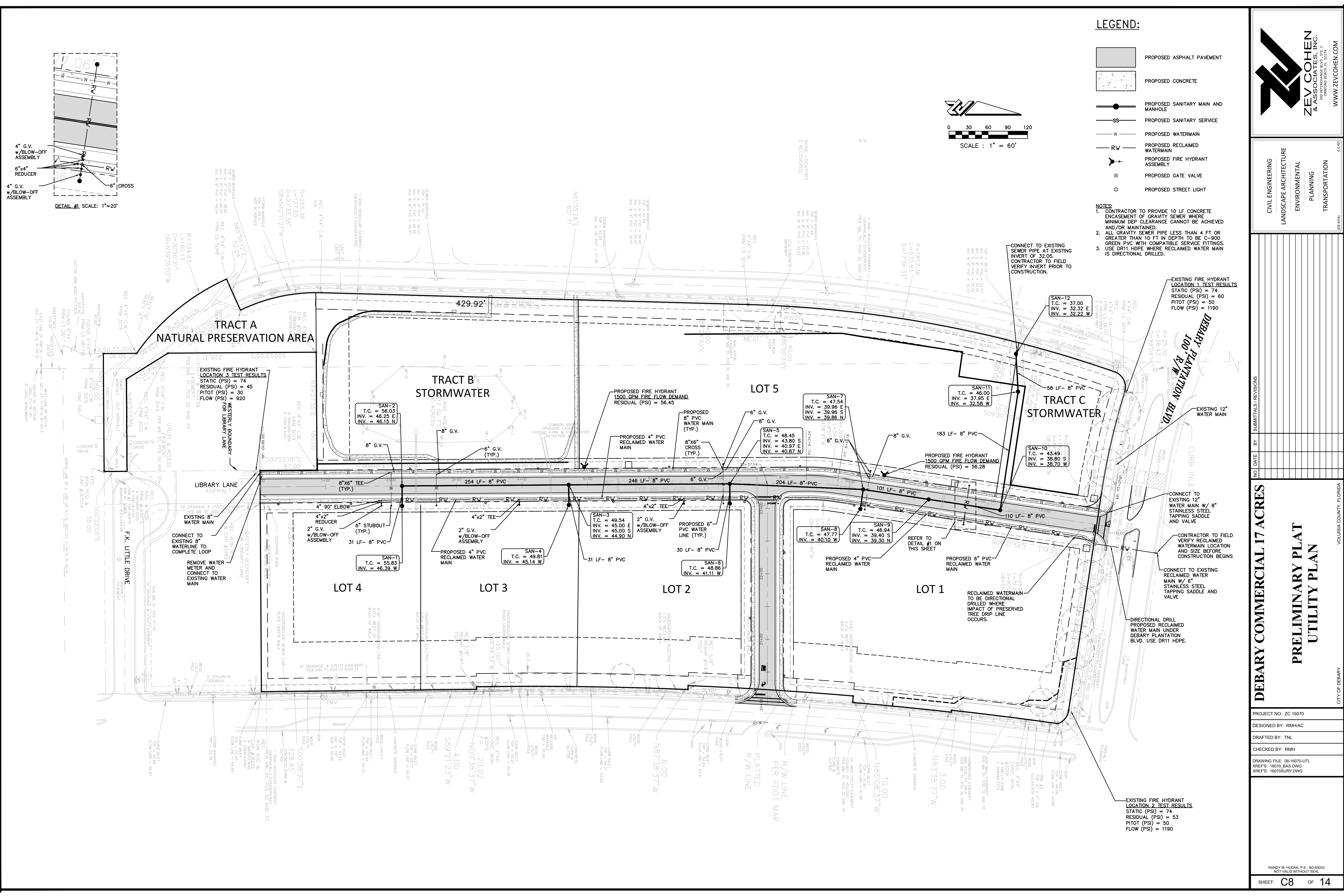
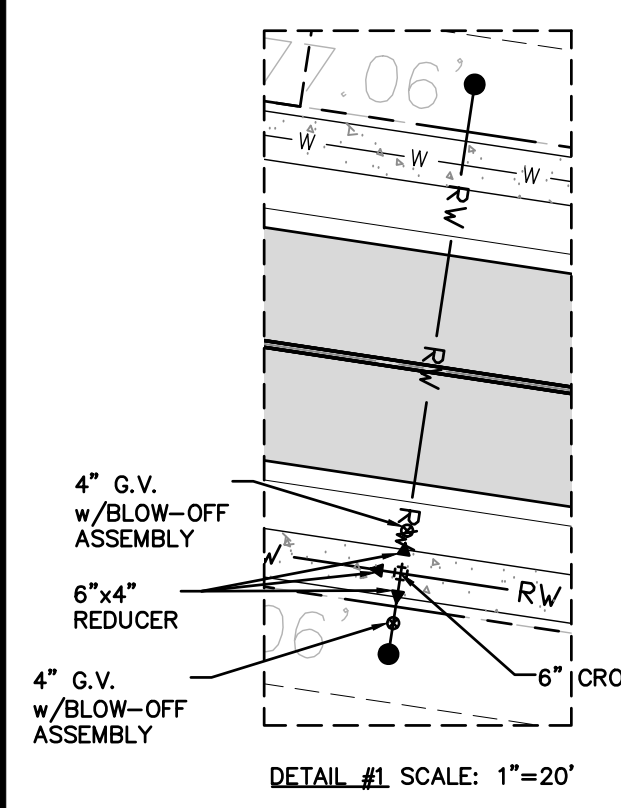
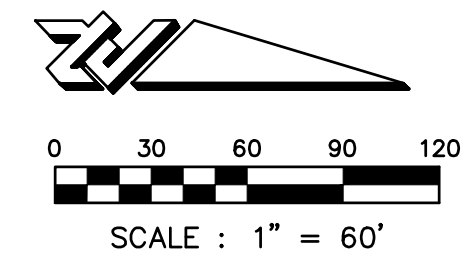
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XREFS: 16070_SUR.DWG
RANDY M. HUDAK, P.E., NO. 65053
NOT VALID WITHOUT SEAL
SHEET: C8 OF 14

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- PROPOSED SANITARY SERVICE
- PROPOSED WATERMAIN
- PROPOSED RECLAIMED WATERMAIN
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE
- PROPOSED STREET LIGHT

NOTES:

- CONTRACTOR TO PROVIDE 10 LF CONCRETE ENCASMENT OF GRAVITY SEWER WHERE MINIMUM DEP. CLEARANCE CANNOT BE ACHIEVED AND/OR MAINTAINED.
- ALL GRAVITY SEWER PIPE LESS THAN 4 FT OR GREATER THAN 10 FT IN DEPTH TO BE C-900 GREEN PVC WITH COMPATIBLE SERVICE FITTINGS. USE DR11 HDPE WHERE RECLAIMED WATER MAIN IS DIRECTIONAL DRILLED.



TRACT A
NATURAL PRESERVATION AREA

TRACT B
STORMWATER

TRACT C
STORMWATER

LOT 4

LOT 3

LOT 2

LOT 5

LOT 1

LIBRARY LANE

F.K. LITTLE DRIVE

EXISTING FIRE HYDRANT LOCATION 1 TEST RESULTS
STATIC (PSI) = 74
RESIDUAL (PSI) = 60
PITOT (PSI) = 50
FLOW (PSI) = 1190

EXISTING FIRE HYDRANT LOCATION 3 TEST RESULTS
STATIC (PSI) = 74
RESIDUAL (PSI) = 45
PITOT (PSI) = 30
FLOW (PSI) = 920

PROPOSED FIRE HYDRANT 1500 GPM FIRE FLOW DEMAND
RESIDUAL (PSI) = 56.45

SAN-11
T.C. = 46.00
INV. = 37.95 E
INV. = 32.22 W

SAN-2
T.C. = 56.03
INV. = 46.25 E
INV. = 46.15 N

SAN-7
T.C. = 47.54
INV. = 39.96 E
INV. = 39.96 S
INV. = 39.86 N

SAN-10
T.C. = 43.49
INV. = 38.80 S
INV. = 38.70 W

SAN-3
T.C. = 49.54
INV. = 45.00 E
INV. = 45.00 S
INV. = 44.90 N

SAN-8
T.C. = 47.77
INV. = 40.10 W

SAN-1
T.C. = 55.83
INV. = 46.39 W

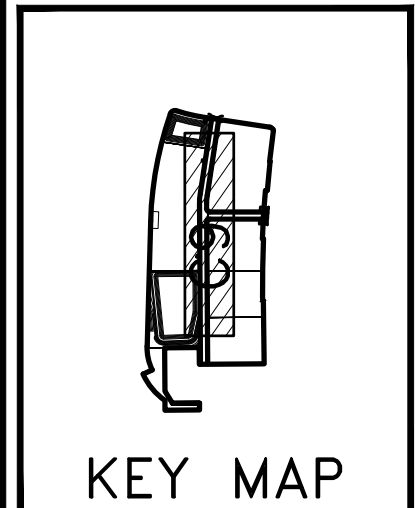
SAN-4
T.C. = 49.81
INV. = 45.14 W

SAN-6
T.C. = 48.86
INV. = 41.11 W

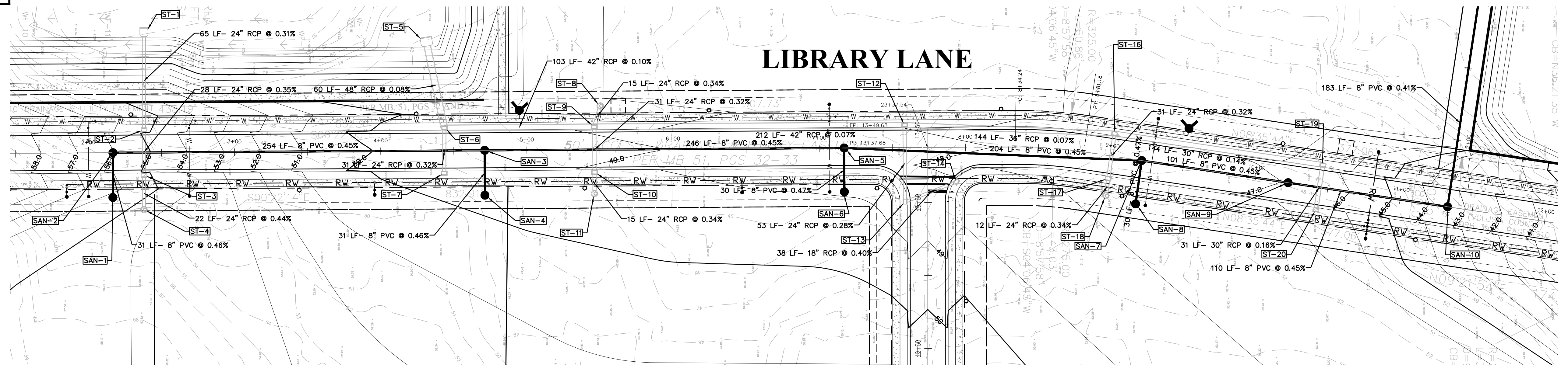
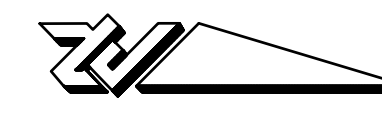
SAN-9
T.C. = 46.94
INV. = 39.40 S
INV. = 39.30 N

EXISTING FIRE HYDRANT LOCATION 2 TEST RESULTS
STATIC (PSI) = 74
RESIDUAL (PSI) = 53
PITOT (PSI) = 50
FLOW (PSI) = 1190

16.16070 - DEBARY COMMERCIAL UTILITY PLAN - 12/17/2019 3:45 PM

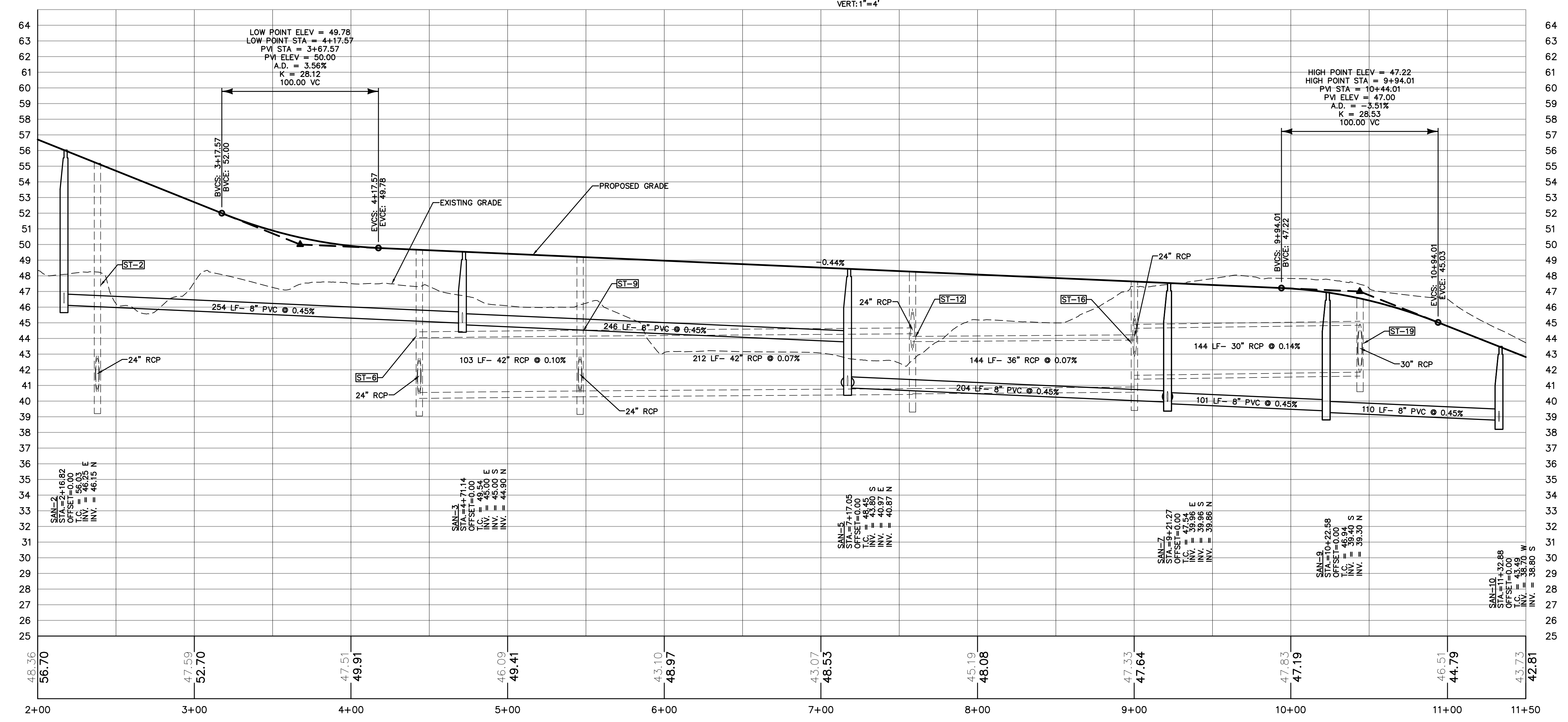


- LEGEND:**
- PROPOSED SANITARY MAIN AND MANHOLE
 - W — PROPOSED WATERMAIN
 - RW — PROPOSED RECLAIMED WATERMAIN
 - OR □ PROPOSED STORMWATER INLET
 - PROPOSED STORMWATER MANHOLE
 - PROPOSED MES



LIBRARY LANE PLAN & PROFILE

PLAN VIEW: 1"=40'
 PROFILE VIEW: HORIZ: 1"=40'
 VERT: 1"=4'



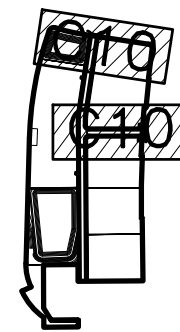
CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 ENVIRONMENTAL
 PLANNING
 TRANSPORTATION

NO.	DATE	BY	SUBMITTALS/REVISIONS

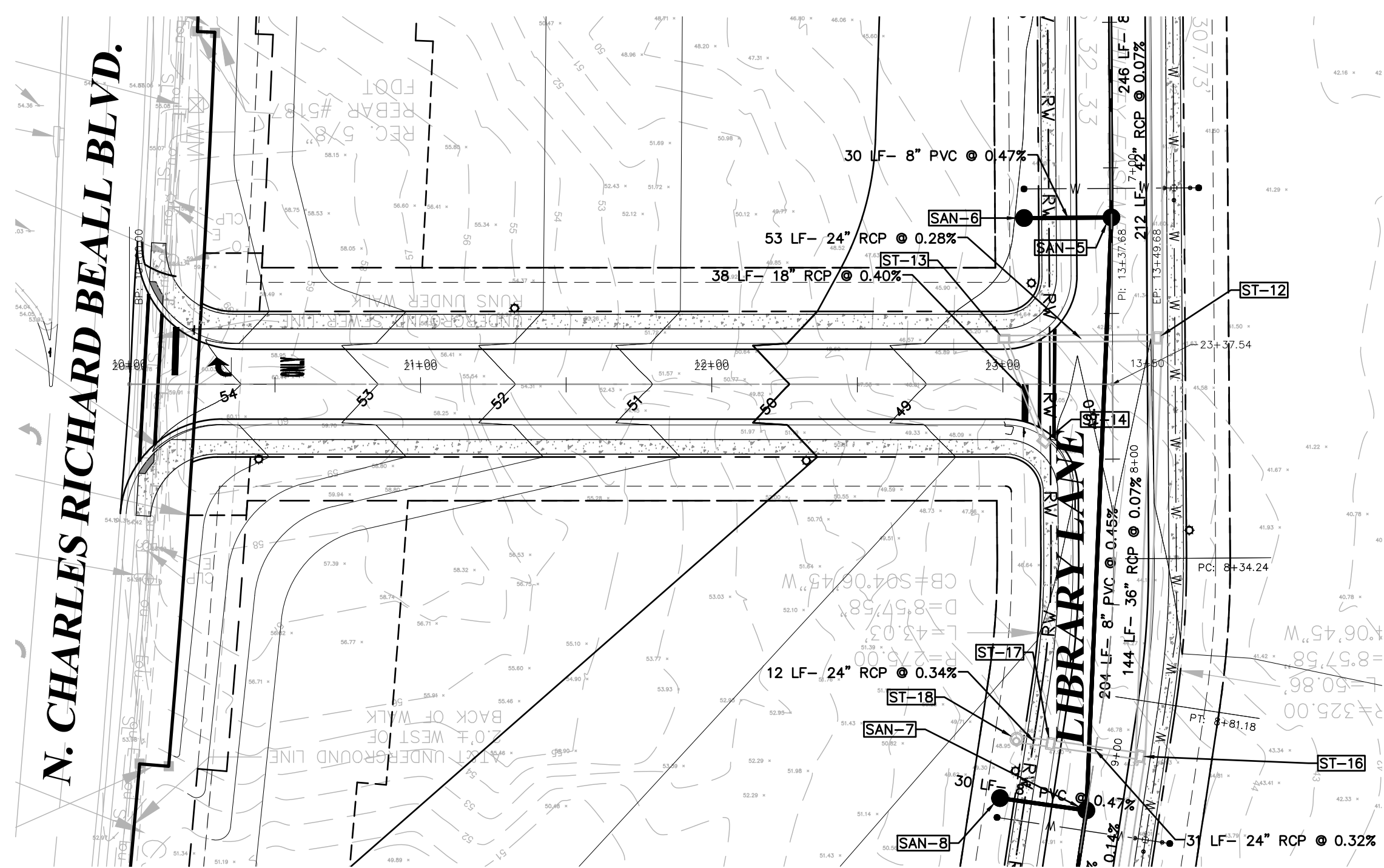
DEBARY COMMERCIAL 17 ACRES
PRELIMINARY PLAT
LIBRARY LANE PLAN & PROFILE

PROJECT NO. ZC 16070
 DESIGNED BY: RMHAC
 DRAFTED BY: TNL
 CHECKED BY: RMH

DRAWING FILE: 09-10-16070-PP
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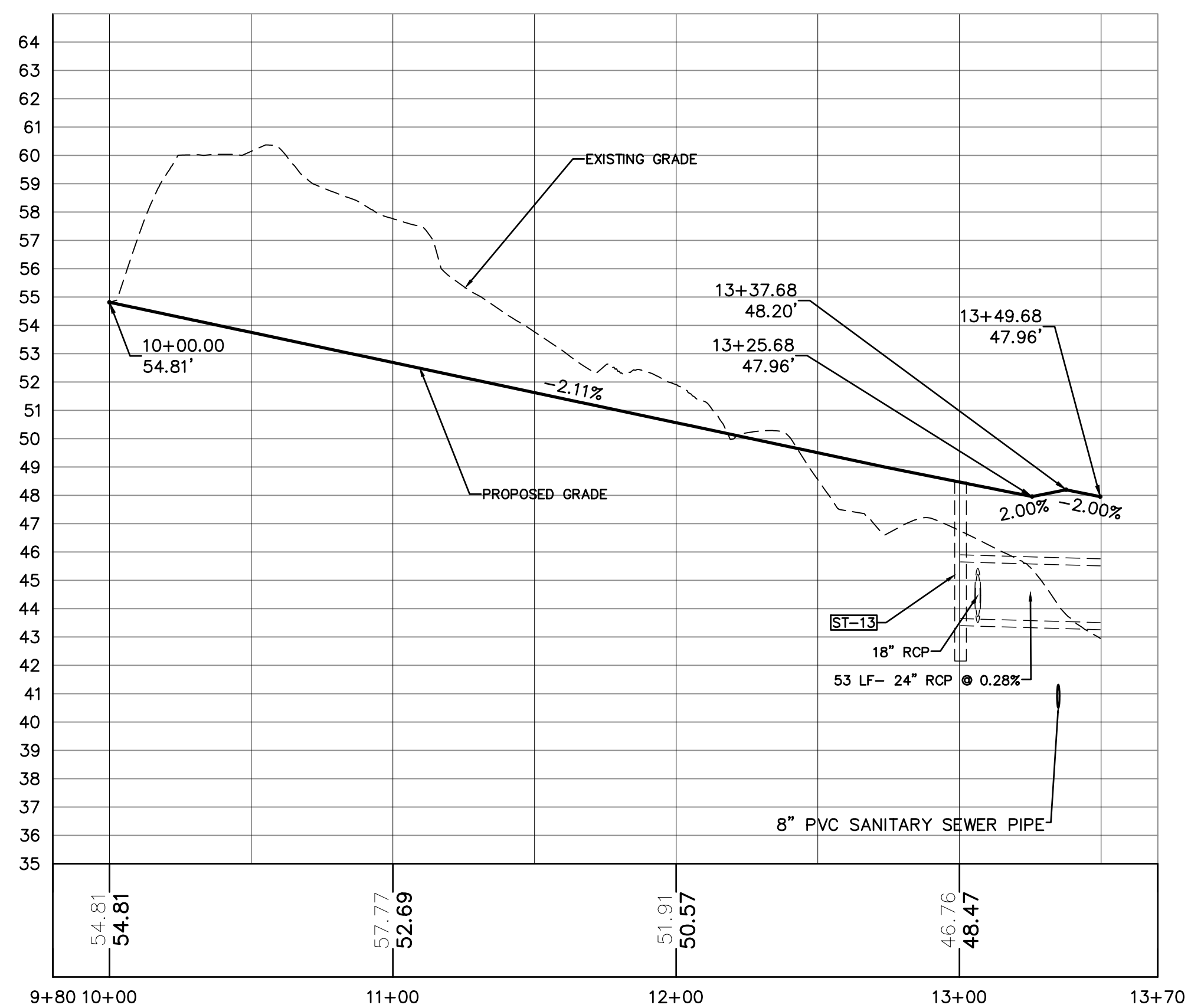


KEY MAP



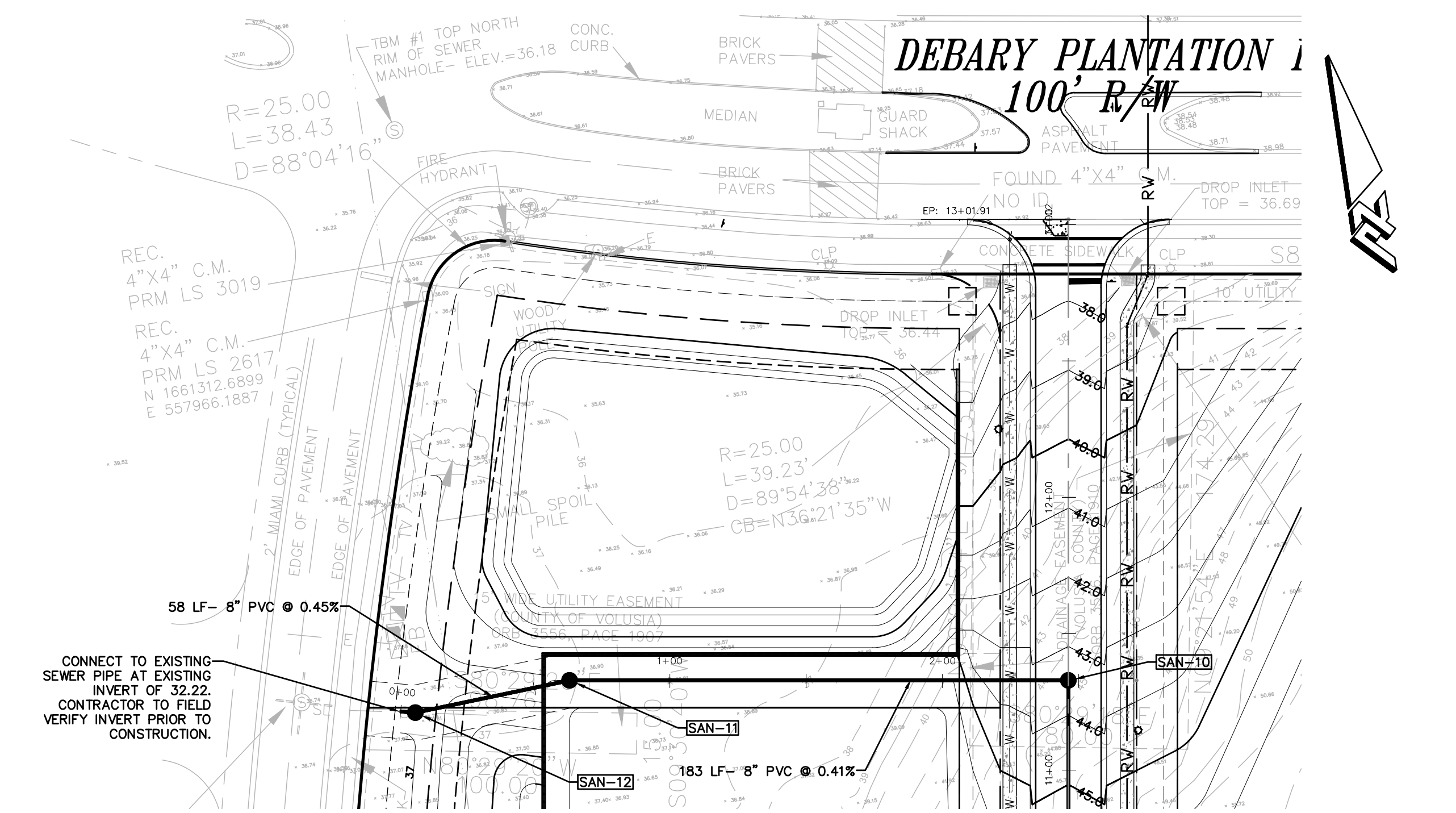
NORTH DRIVEWAY PLAN & PROFILE

PLAN VIEW: 1"=40'
 PROFILE VIEW: HORIZ: 1"=40'
 VERT: 1"=4'



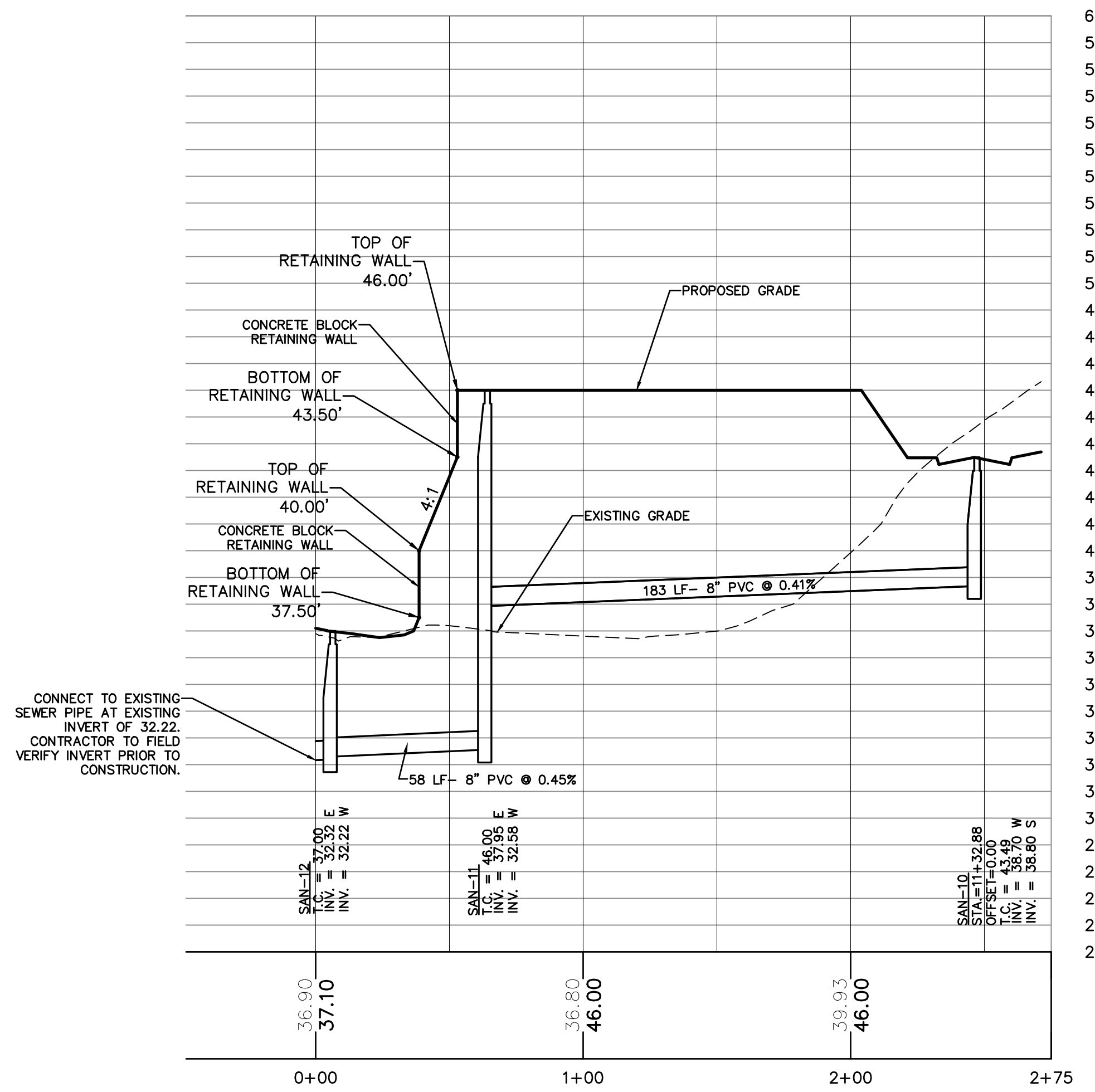
LEGEND:

- PROPOSED SANITARY MAIN AND MANHOLE
- PROPOSED STORMWATER MANHOLE
- W — PROPOSED WATERMAIN
- RW — PROPOSED RECLAIMED WATERMAIN
- OR □ PROPOSED STORMWATER INLET
- PROPOSED MES



SAN-14 MANHOLE TO SAN-12 MANHOLE PLAN & PROFILE

PLAN VIEW: 1"=40'
 PROFILE VIEW: HORIZ: 1"=40'
 VERT: 1"=4'



CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 ENVIRONMENTAL PLANNING
 TRANSPORTATION

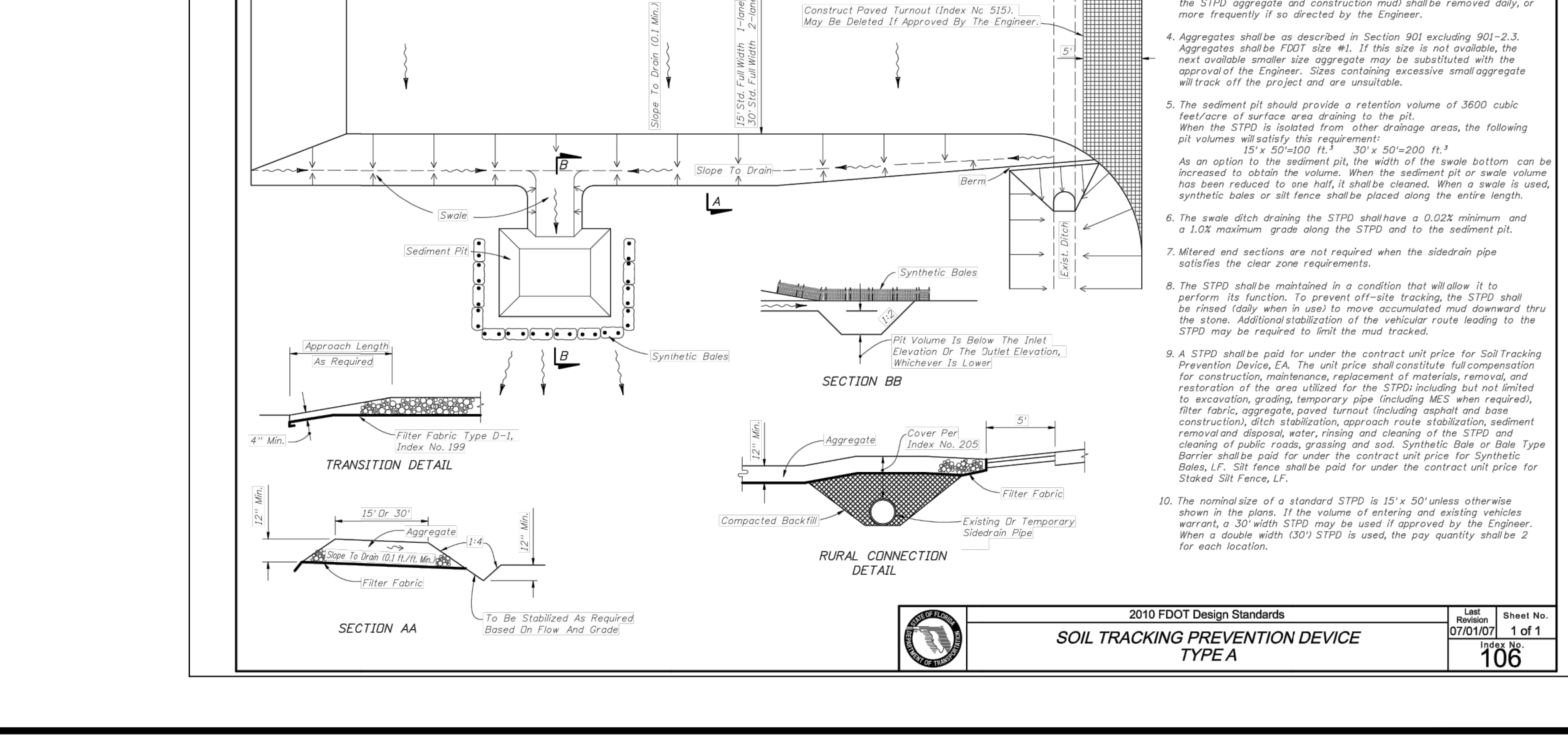
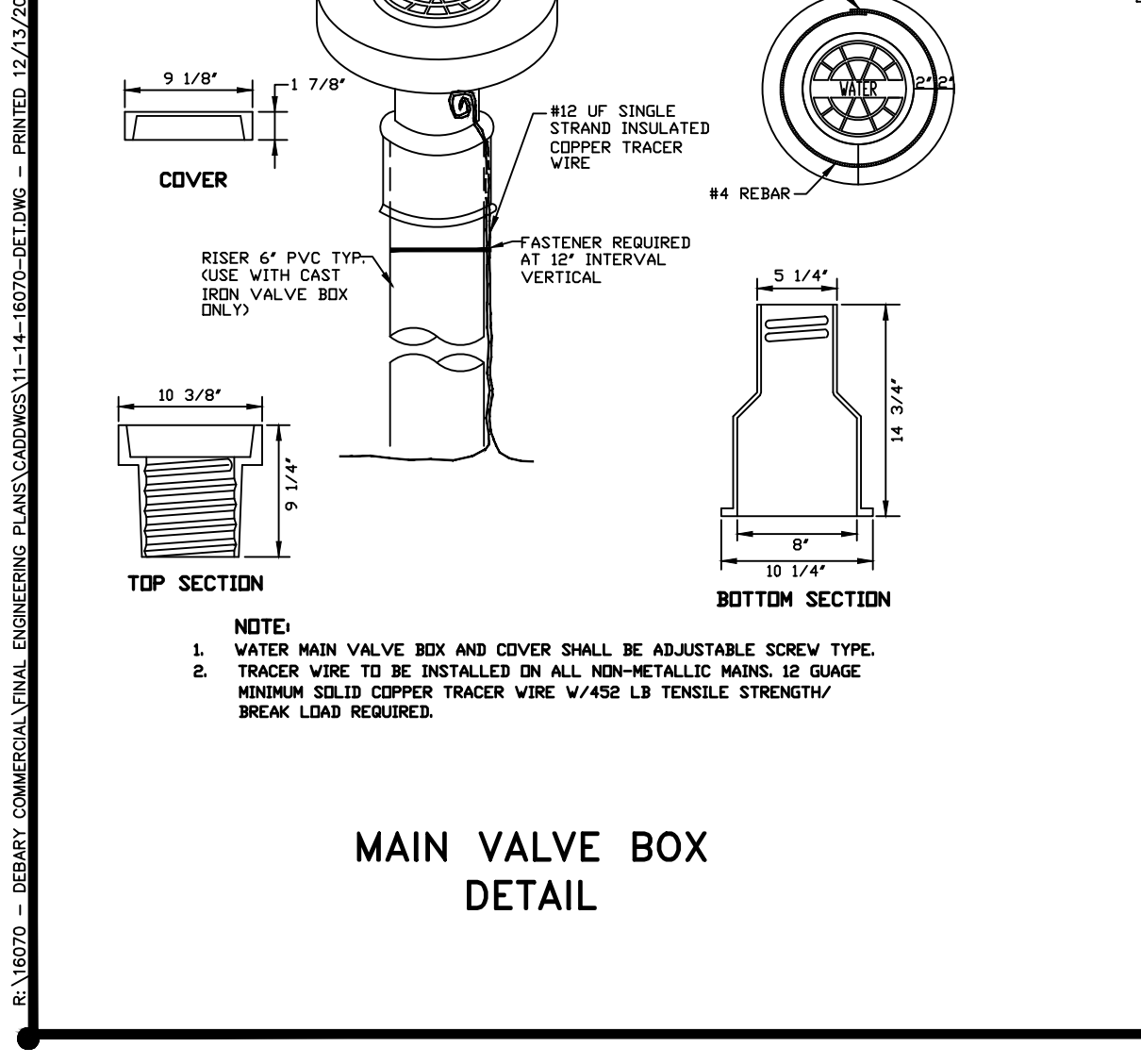
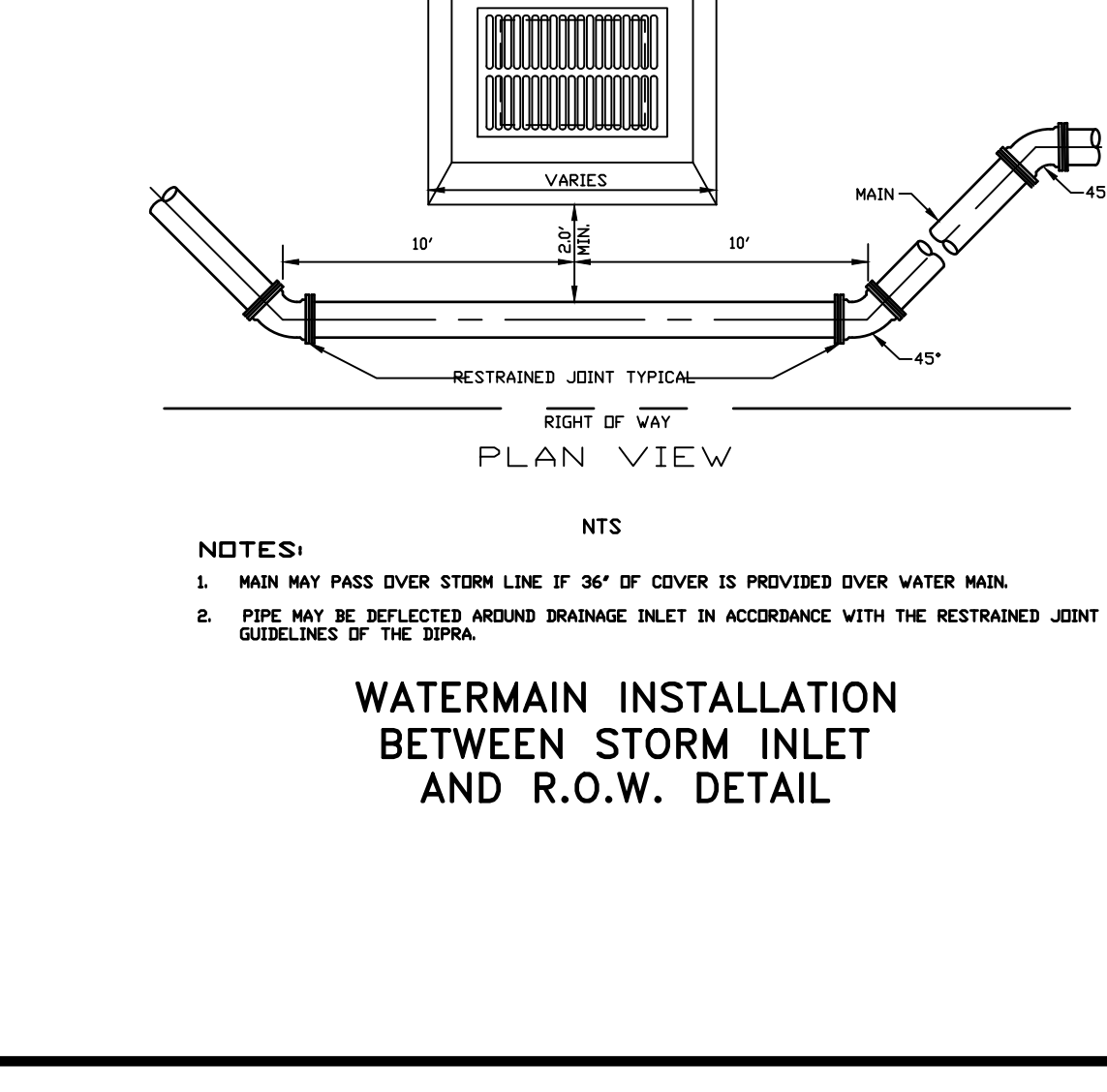
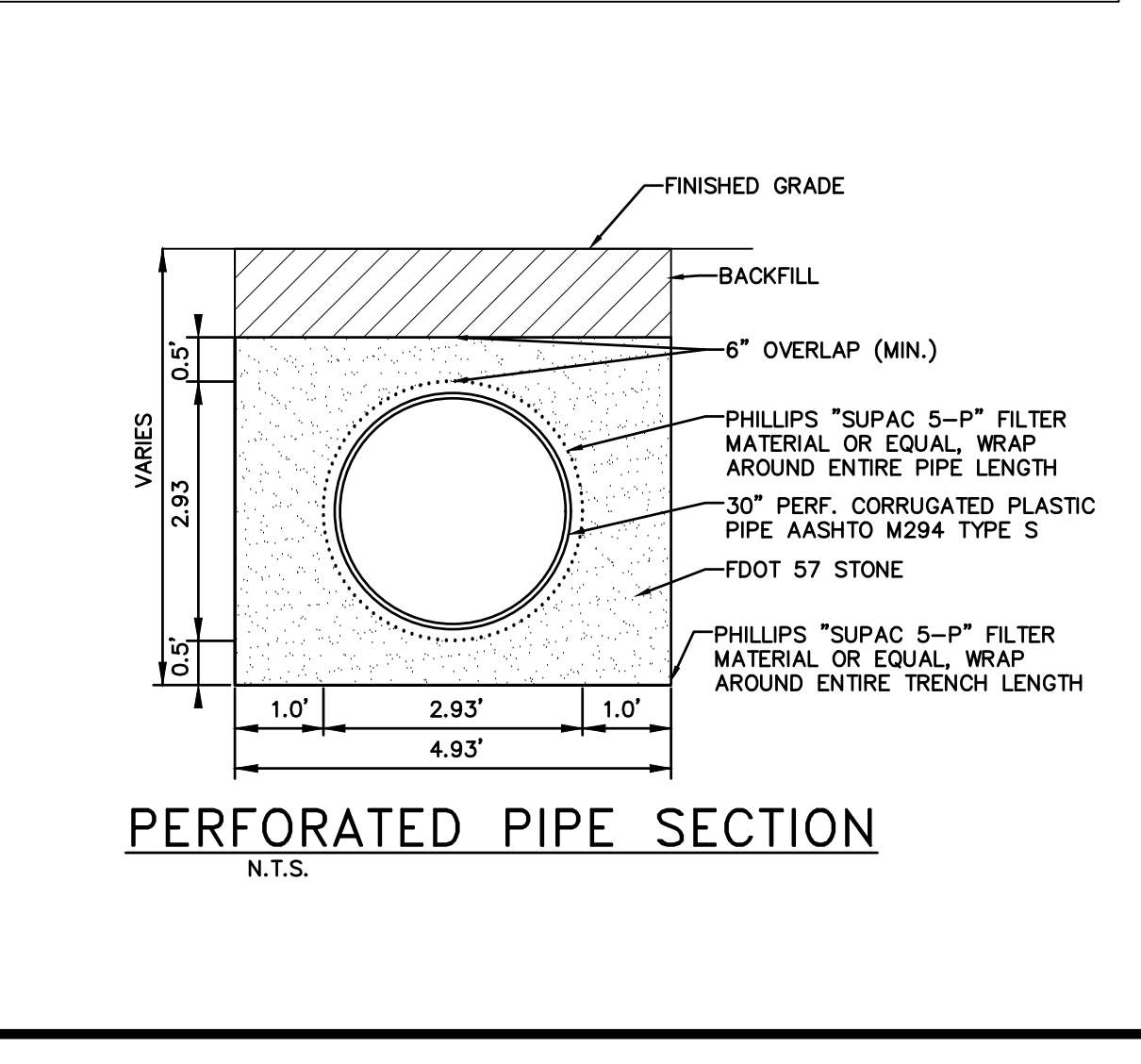
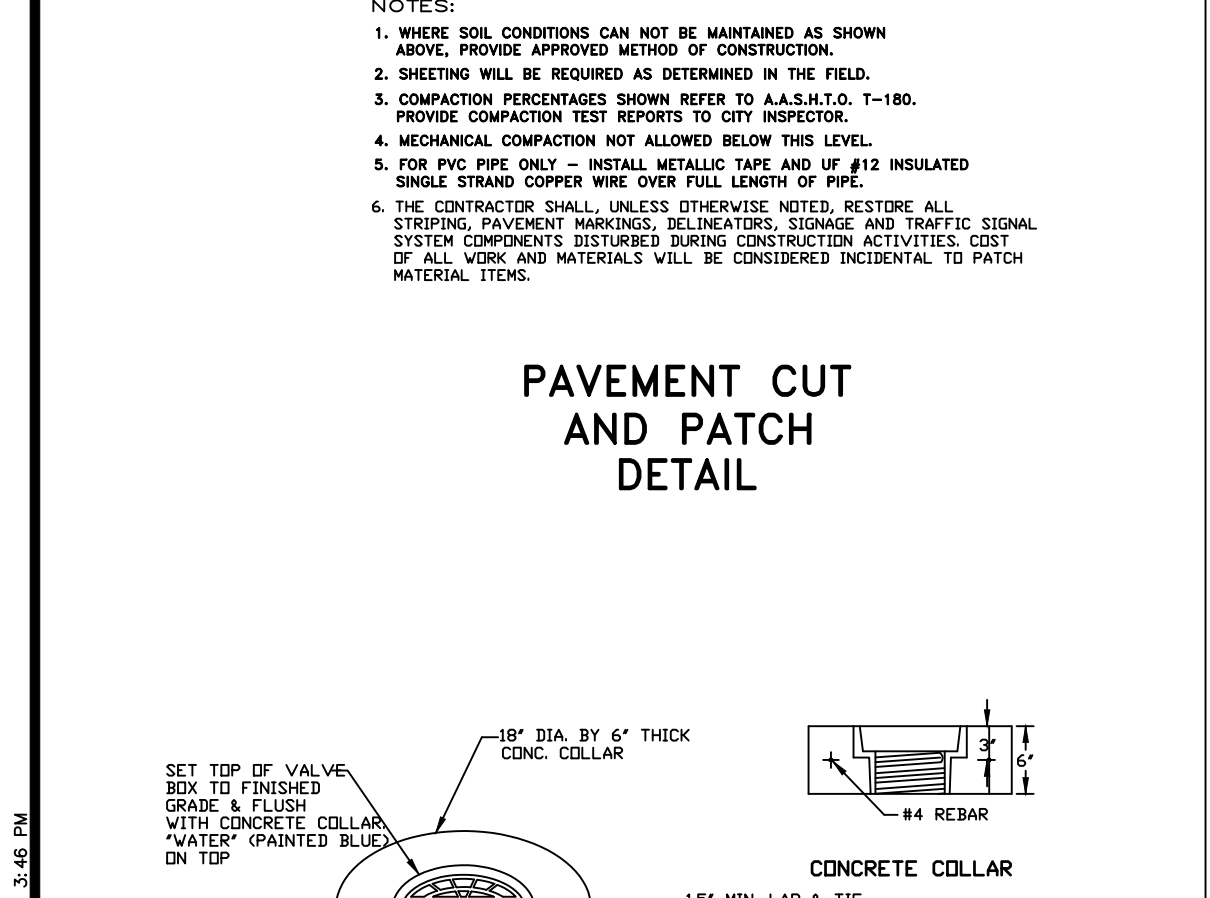
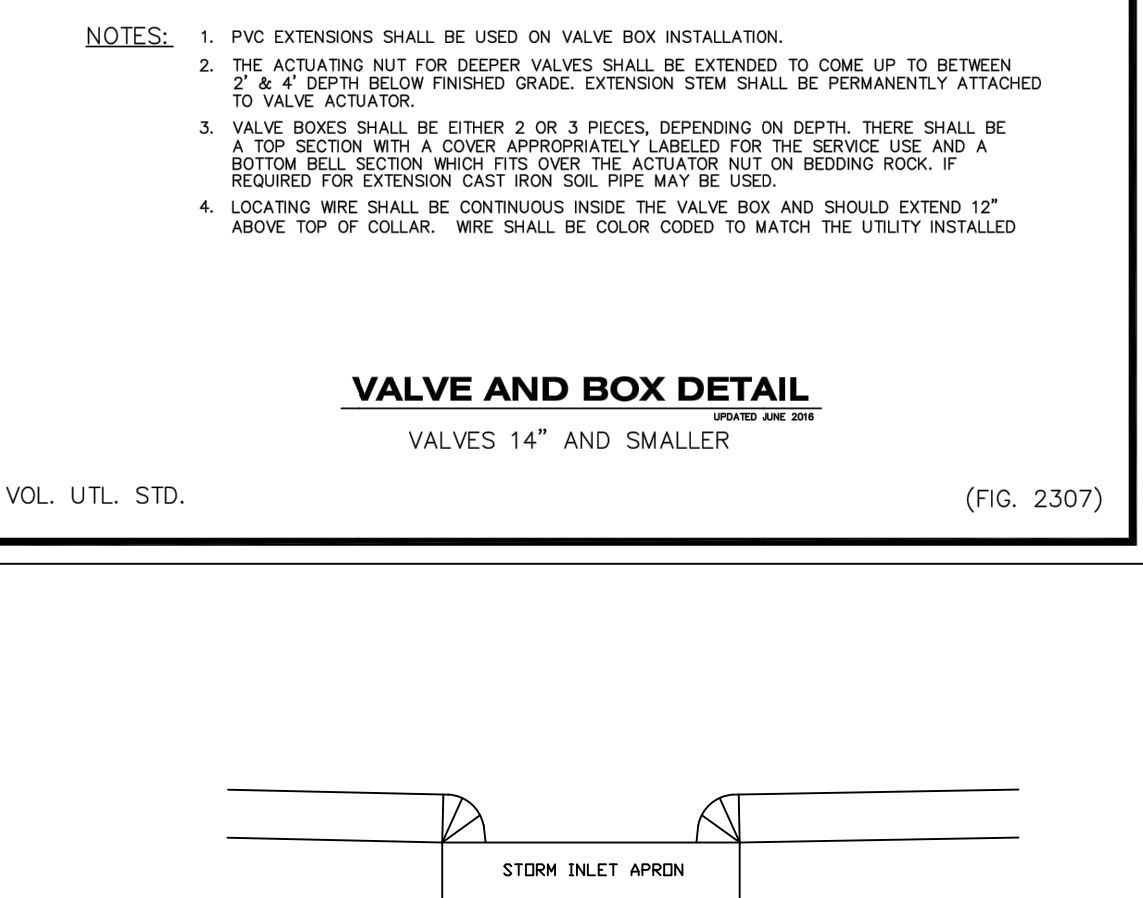
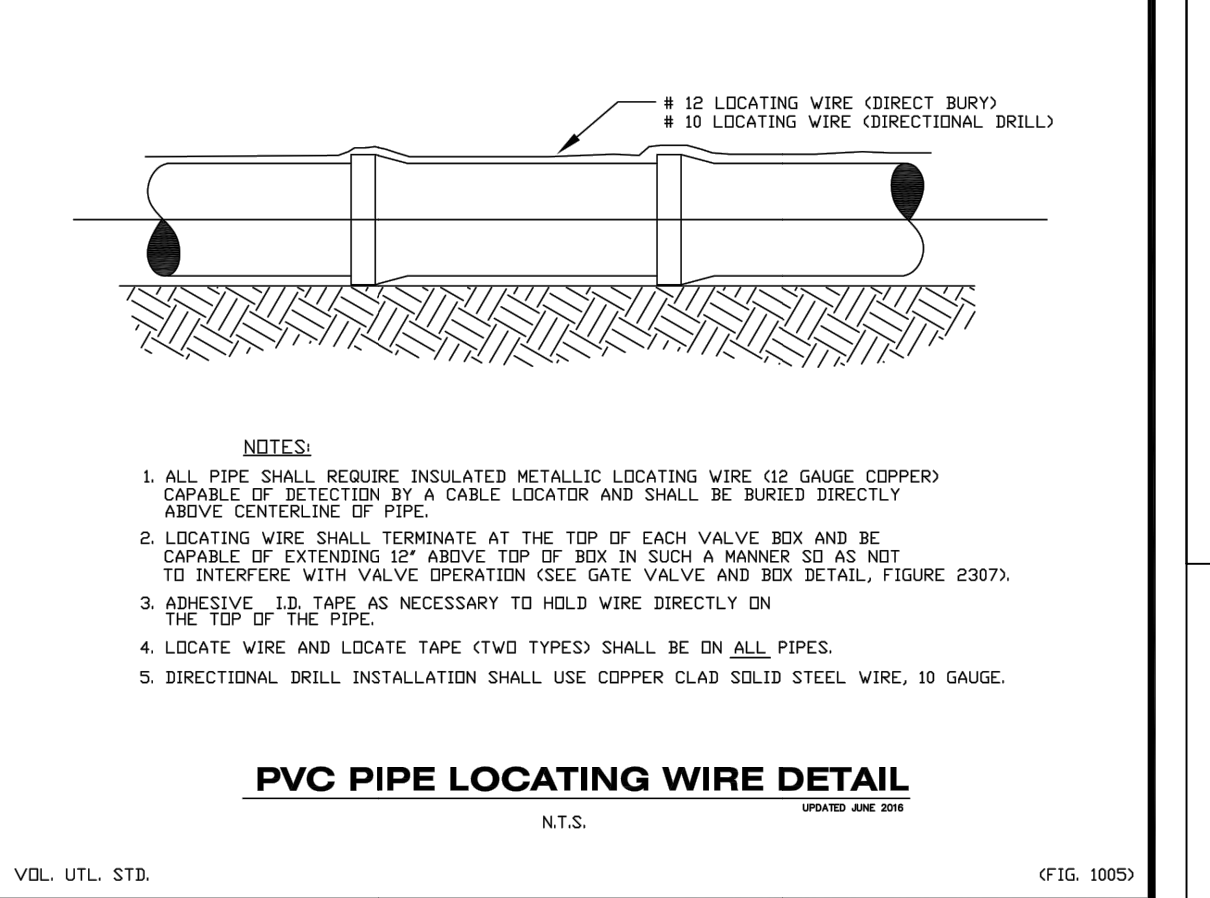
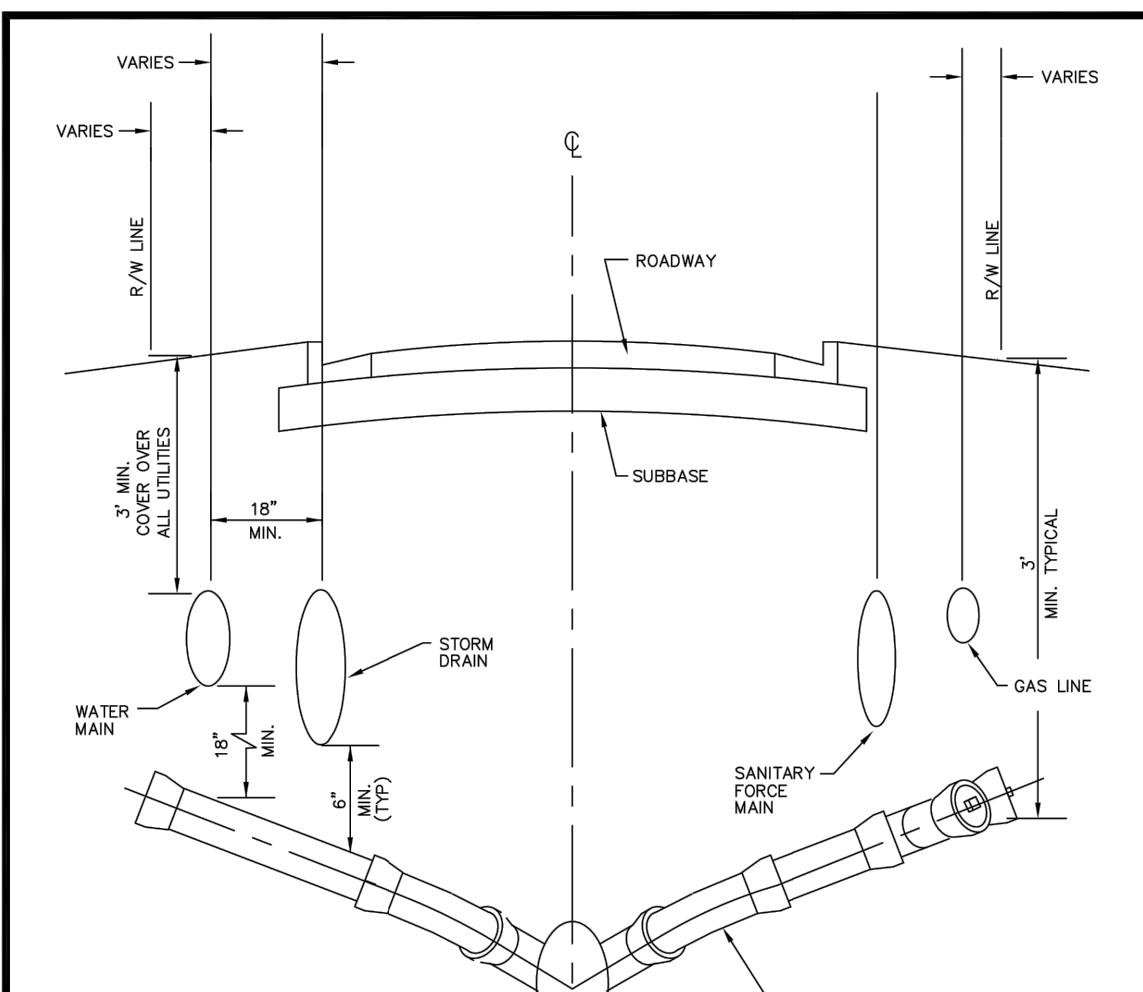
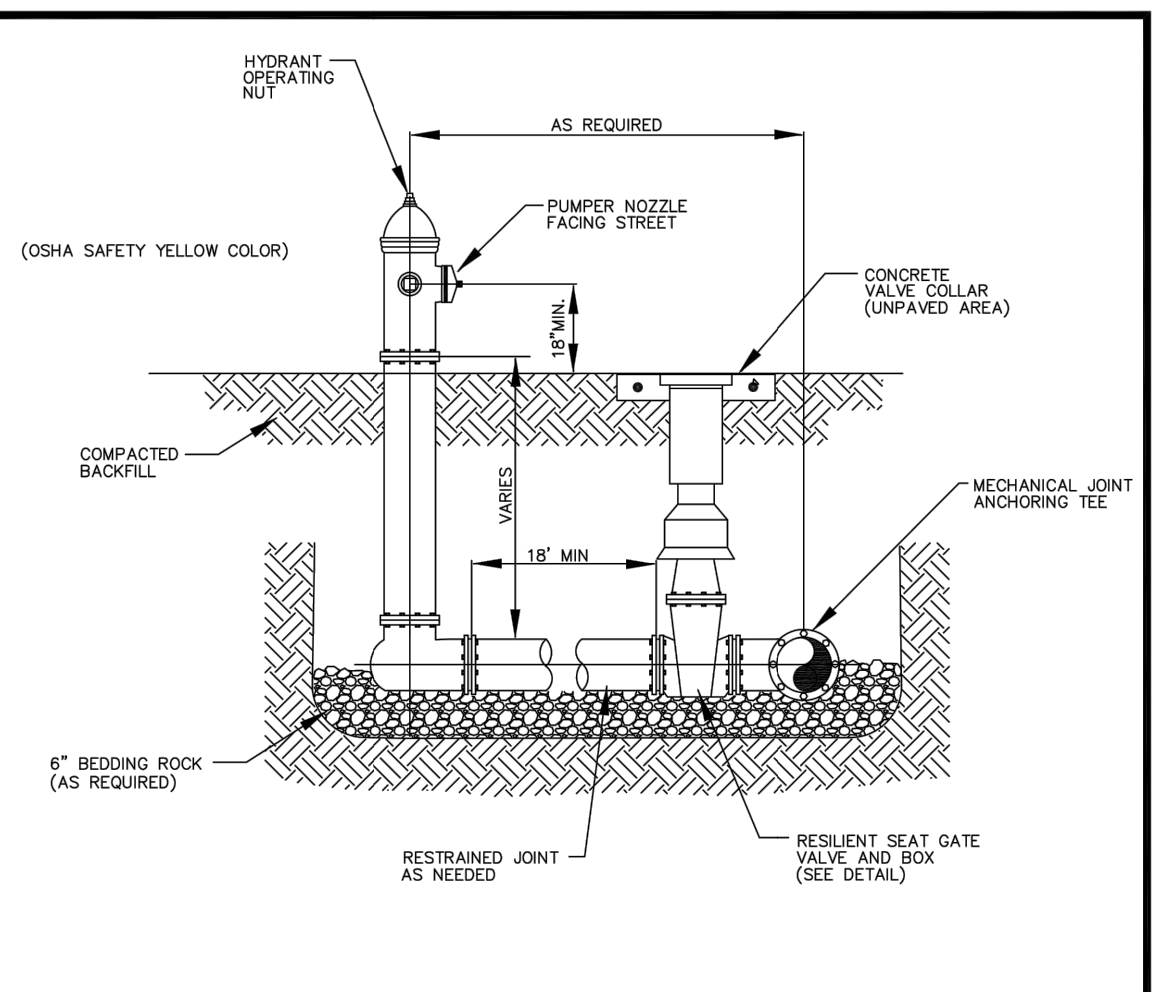
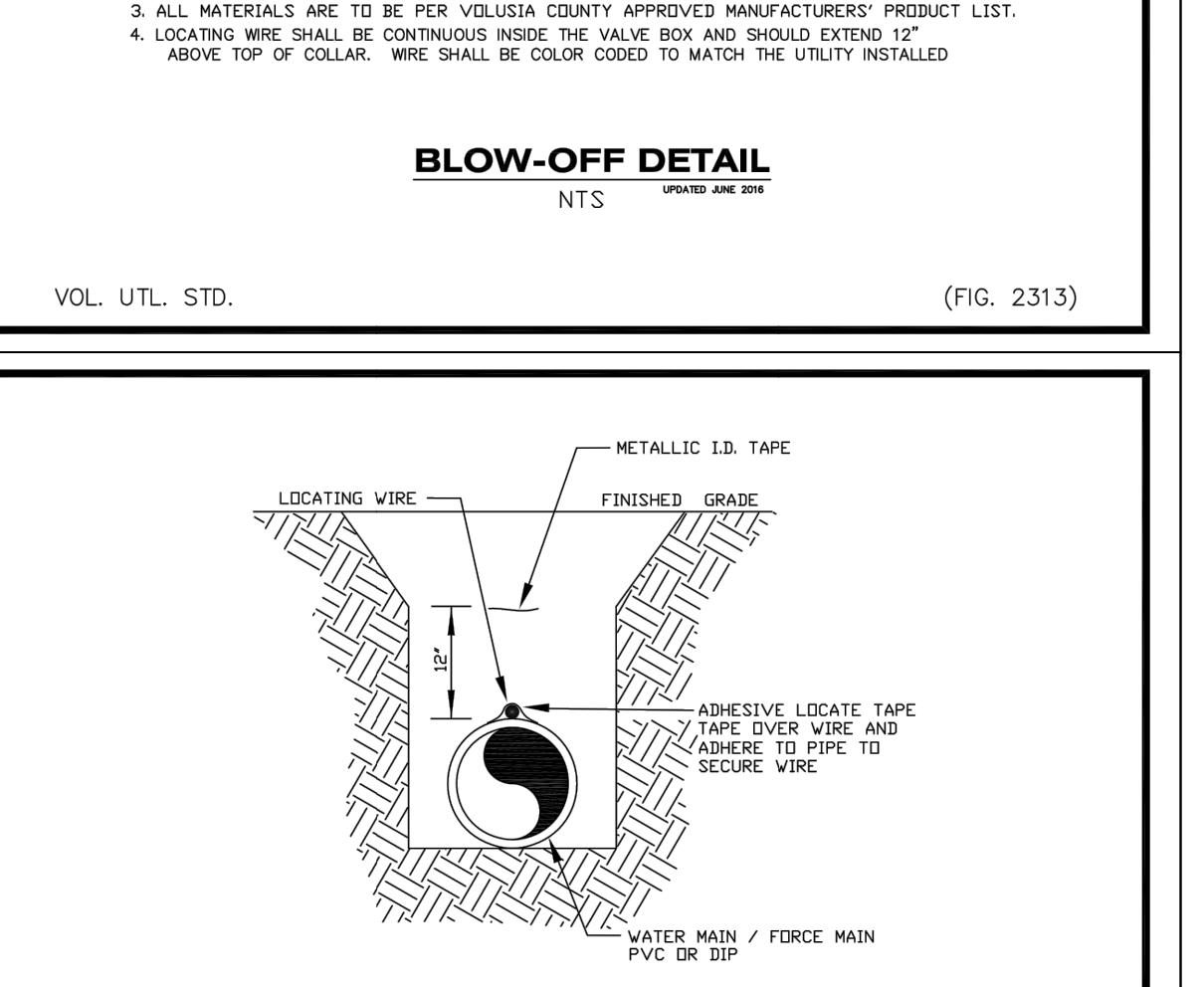
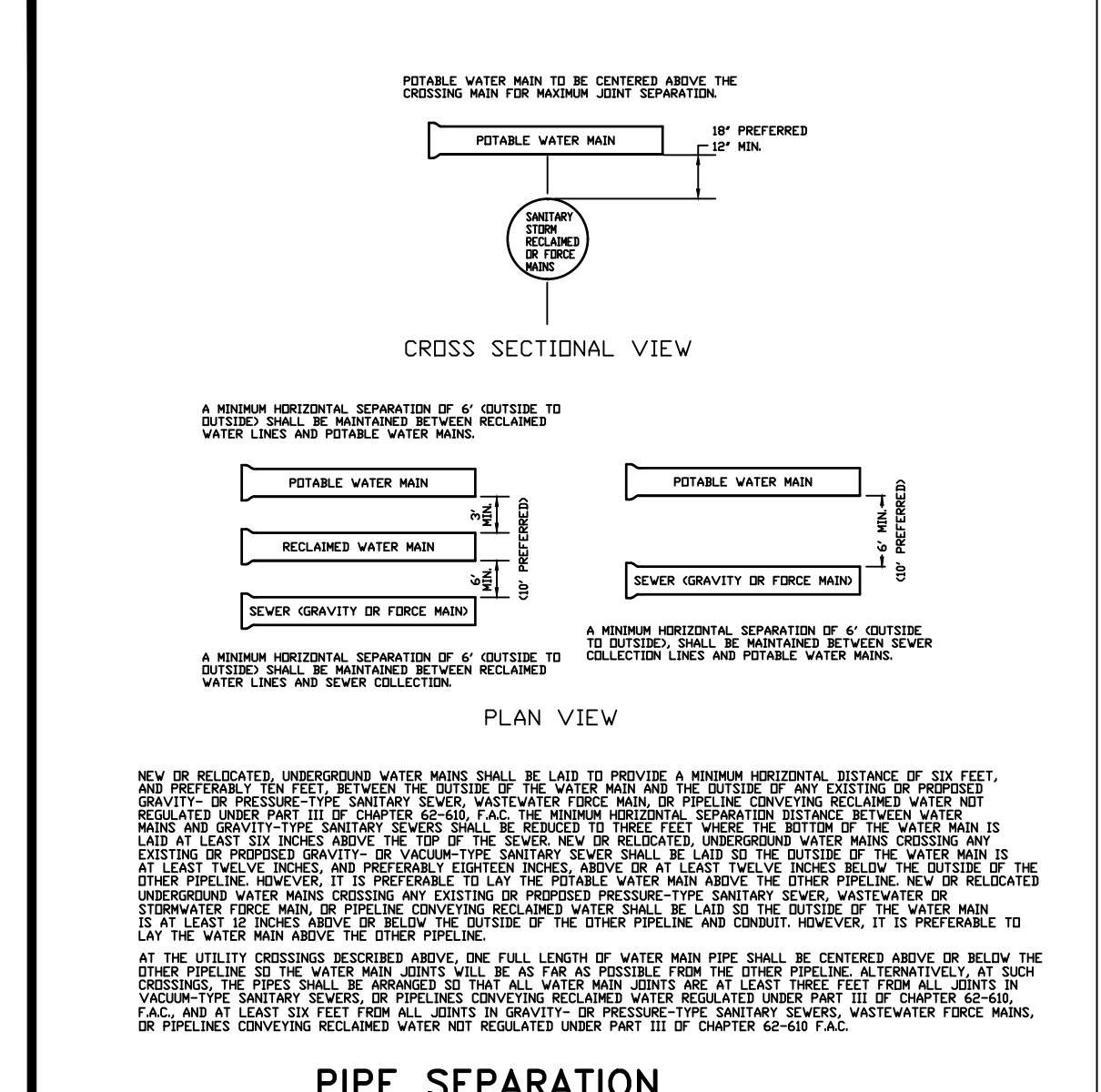
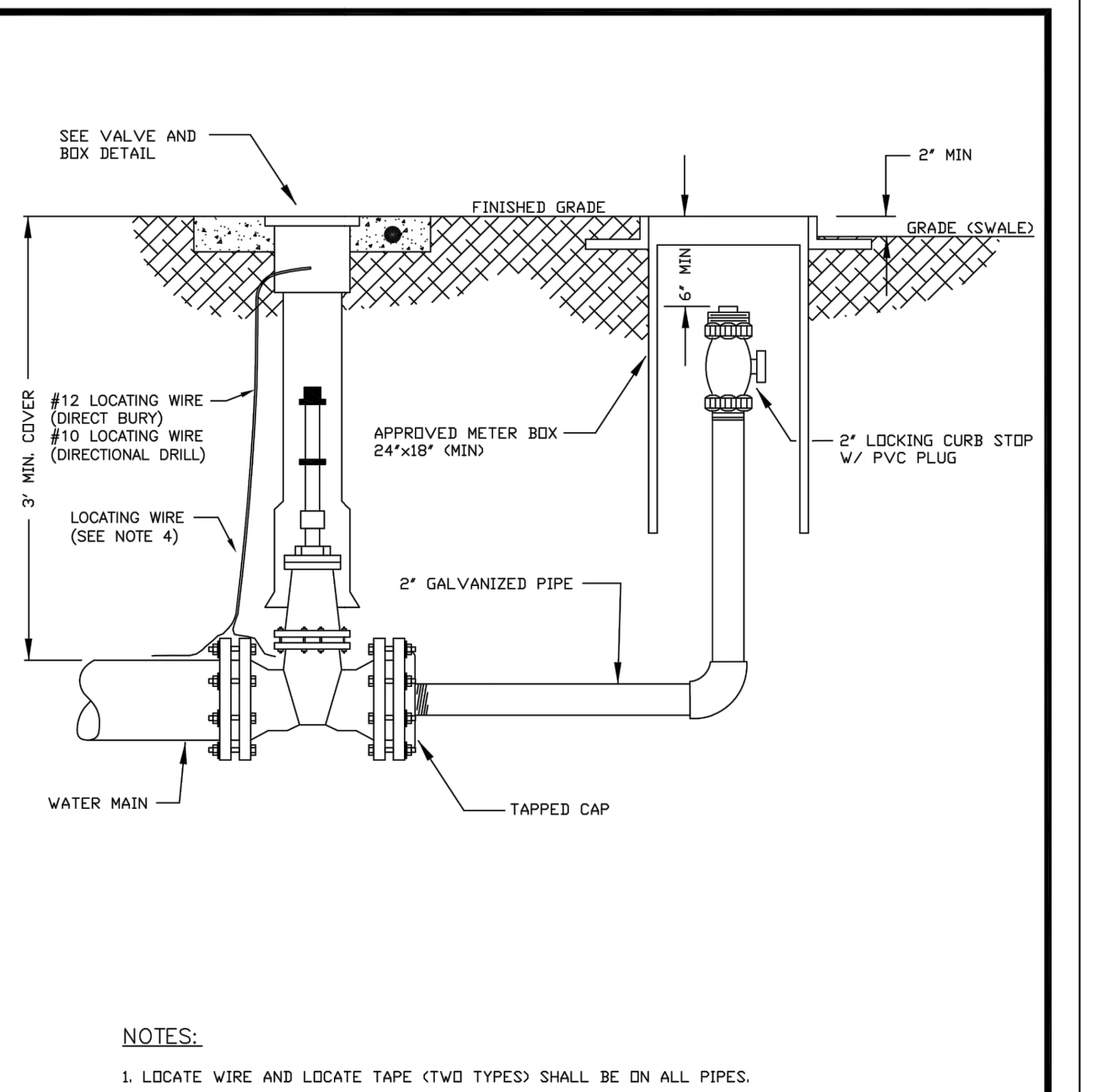
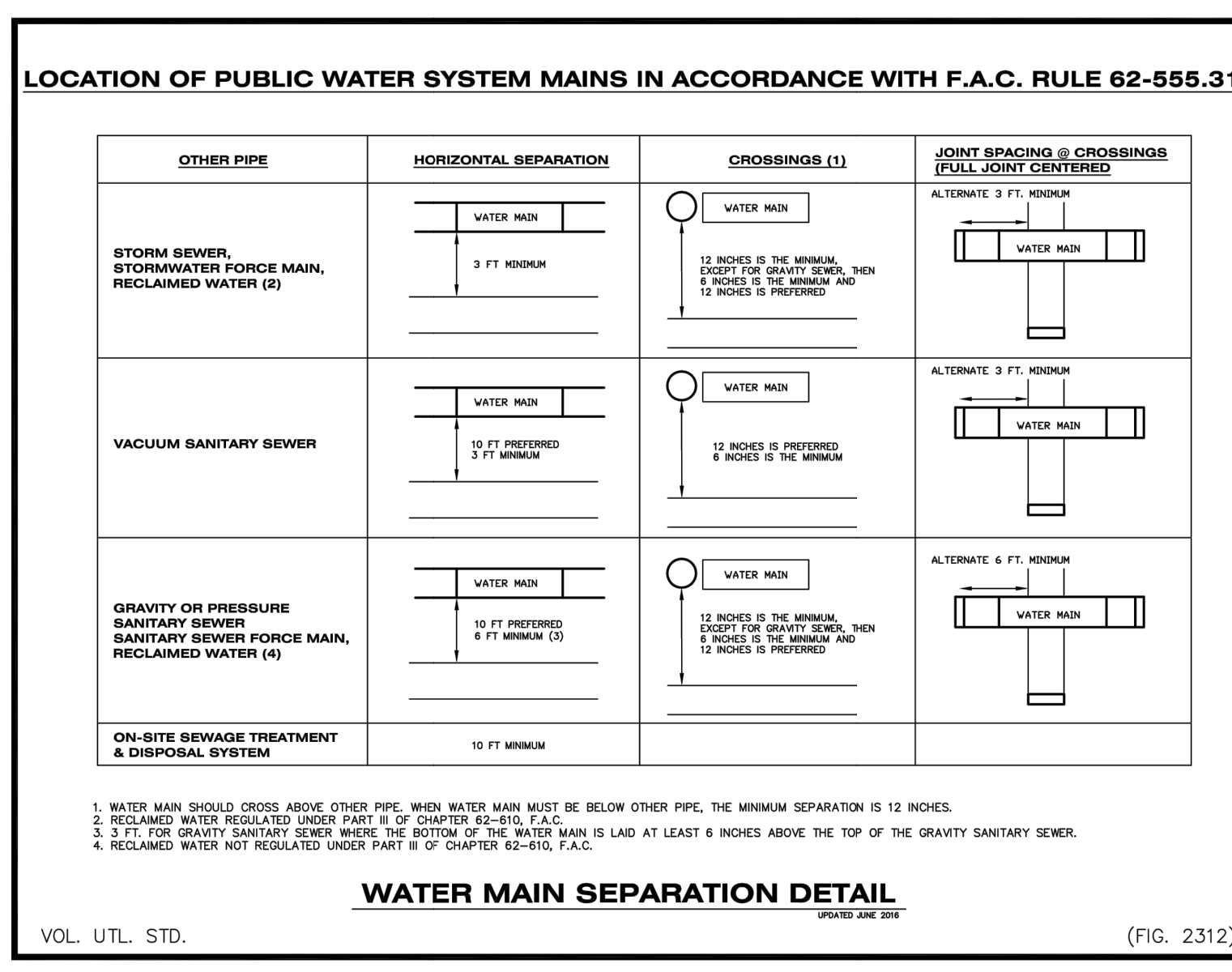
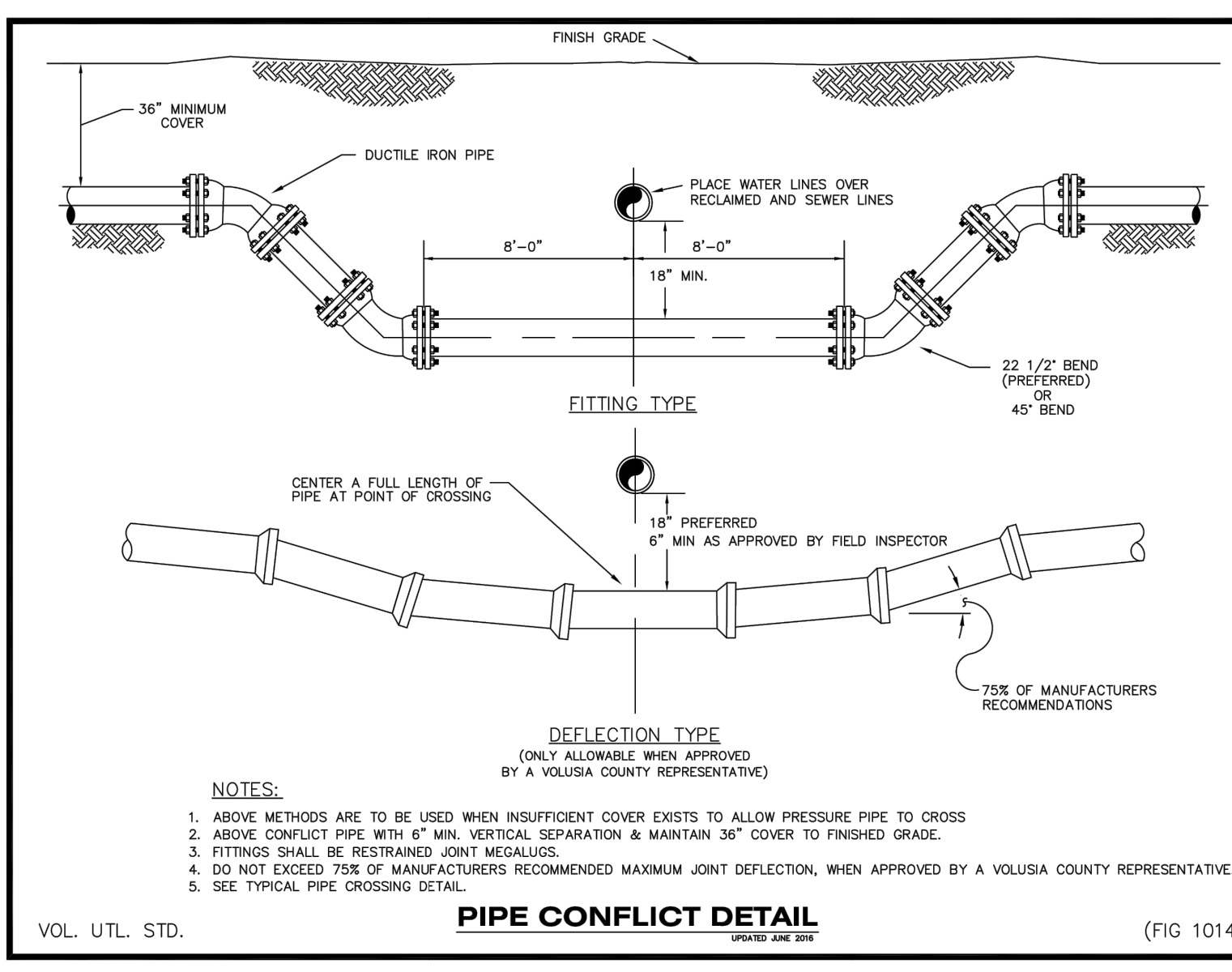
NO.	DATE	BY	SUBMITTALS/ REVISIONS

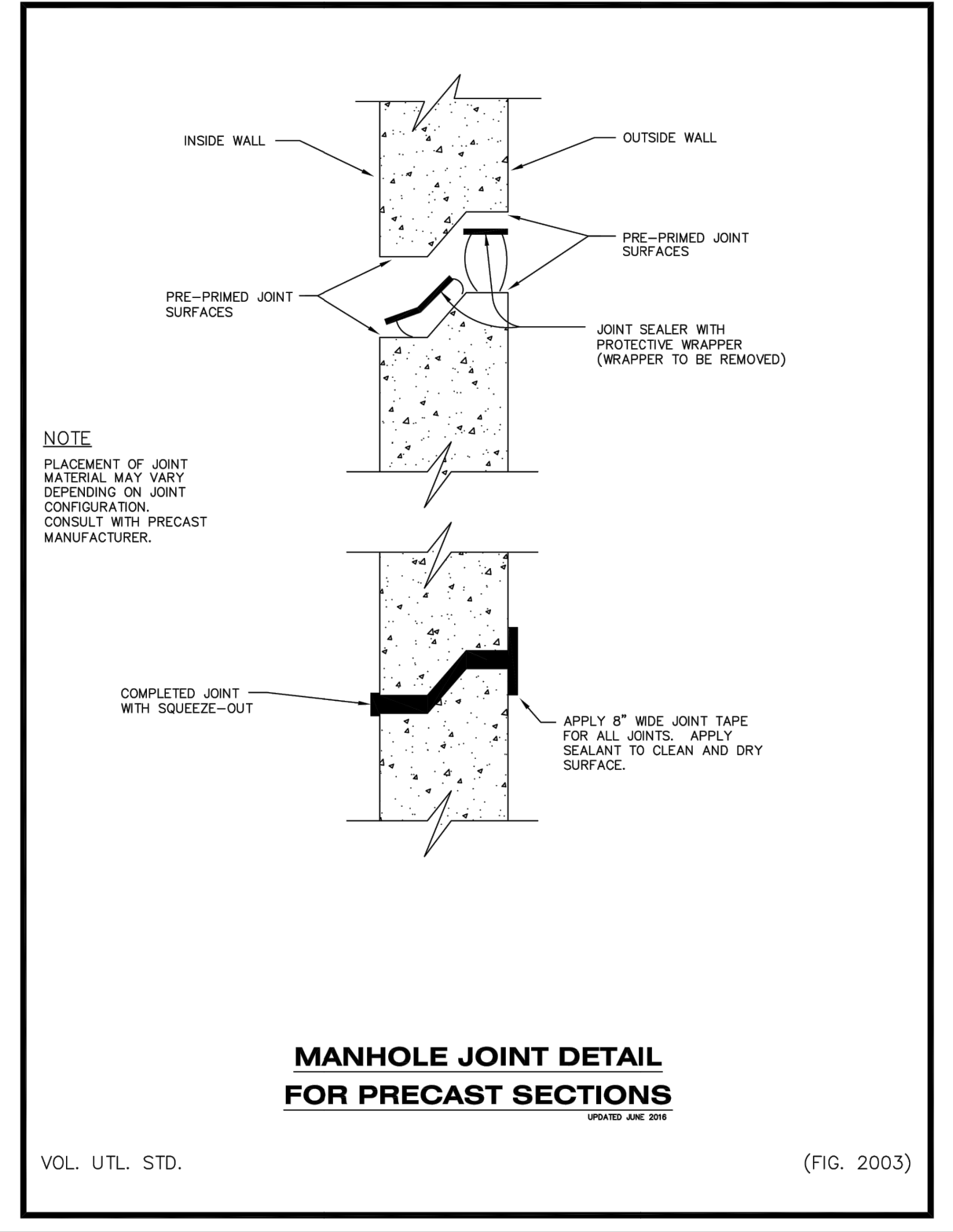
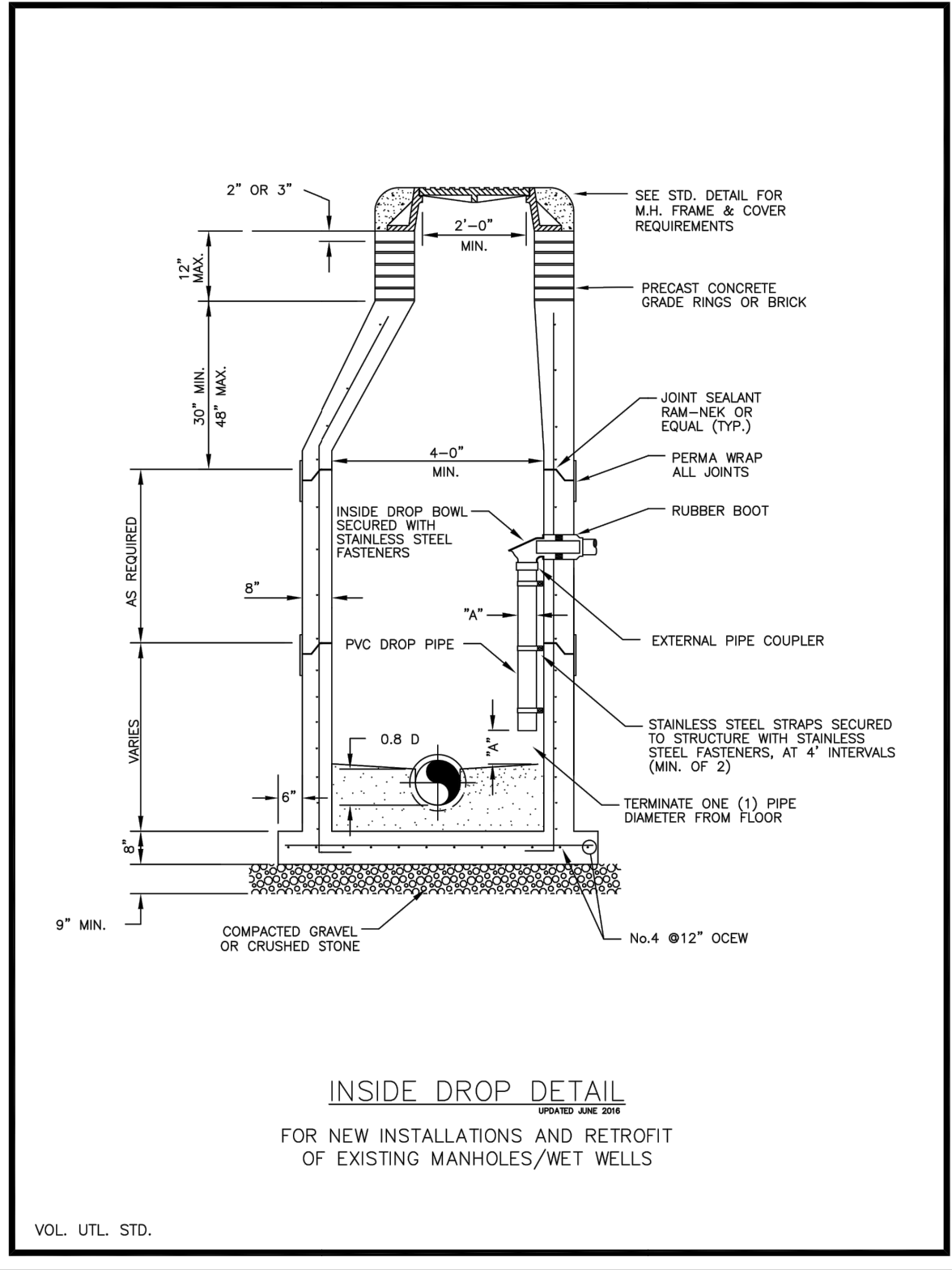
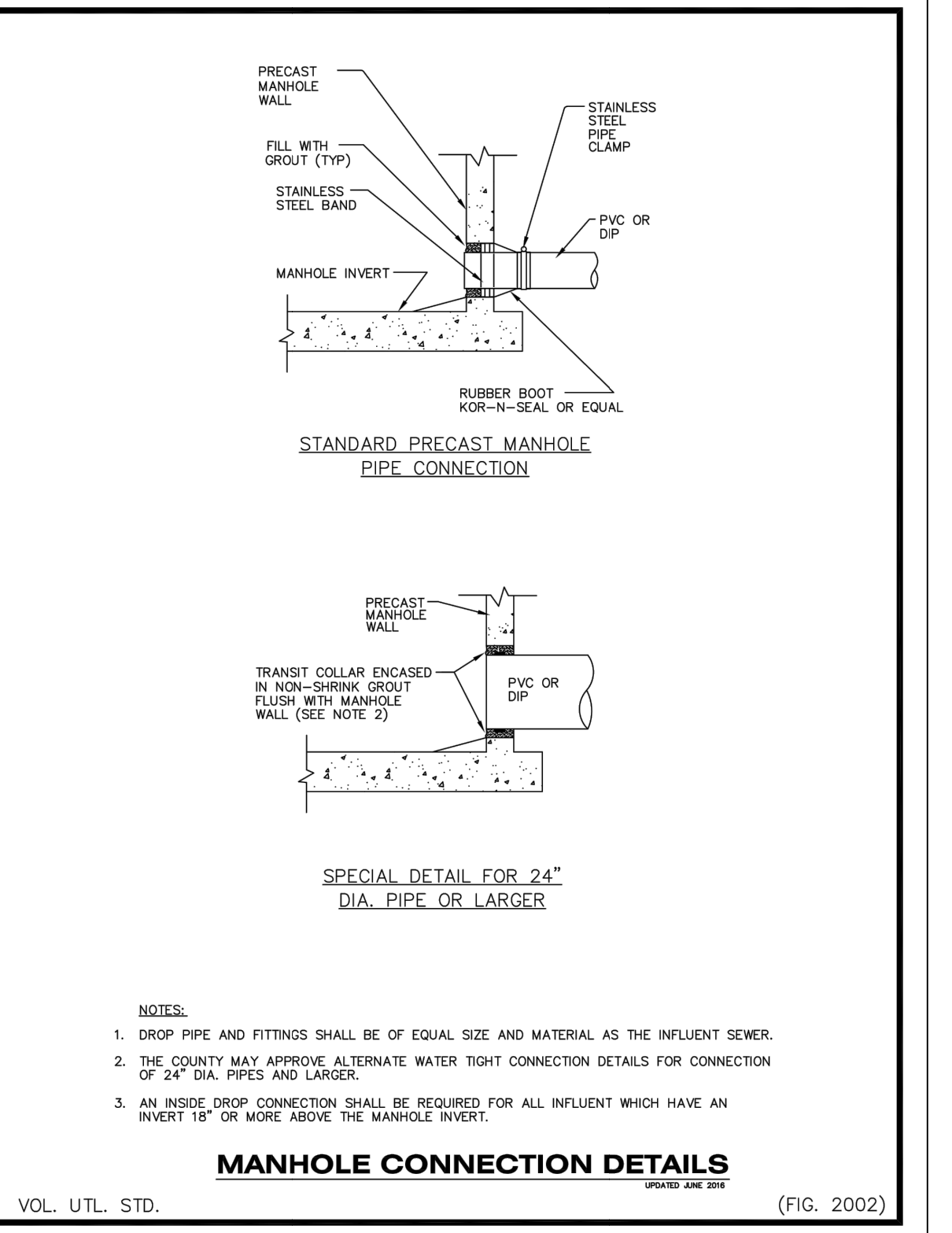
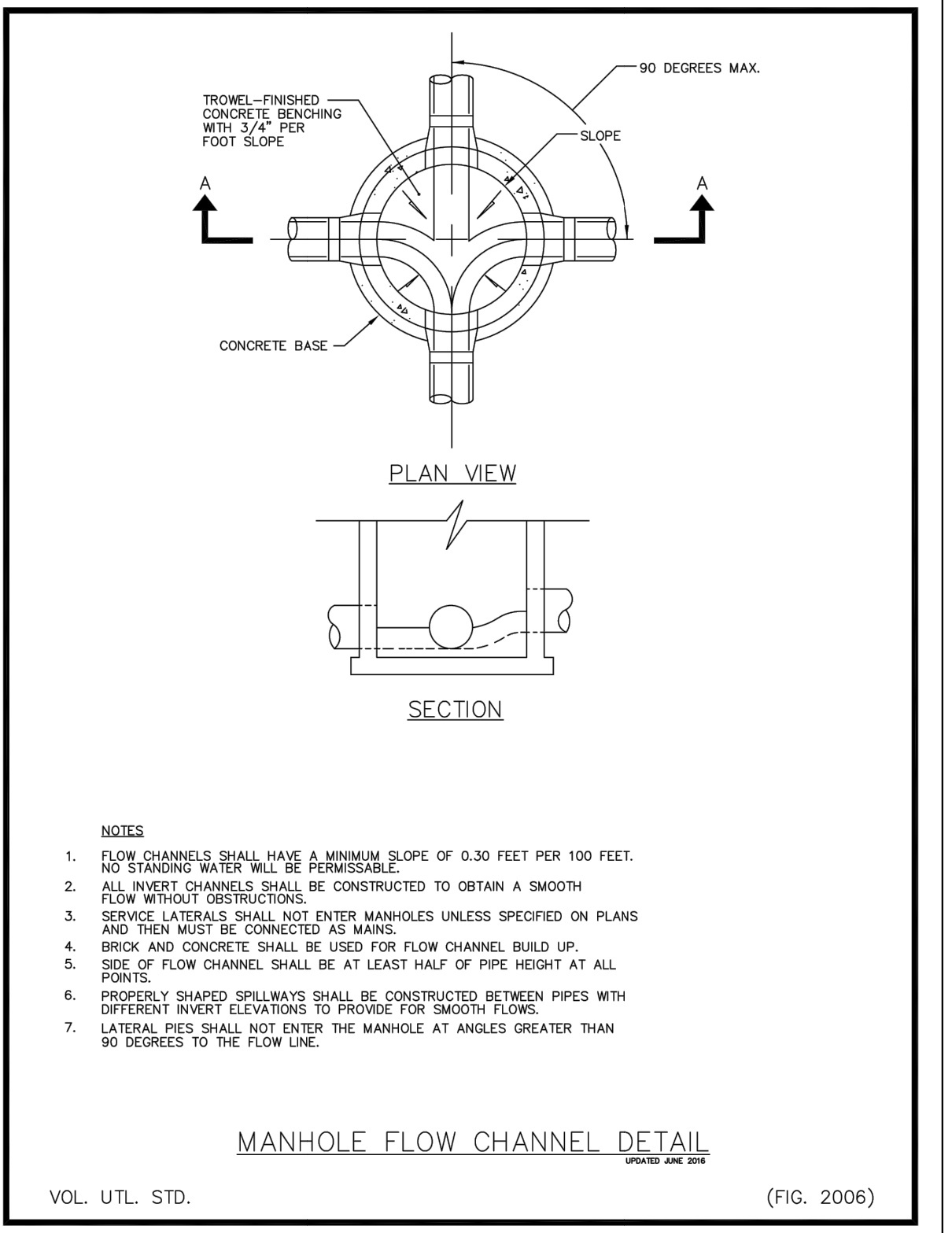
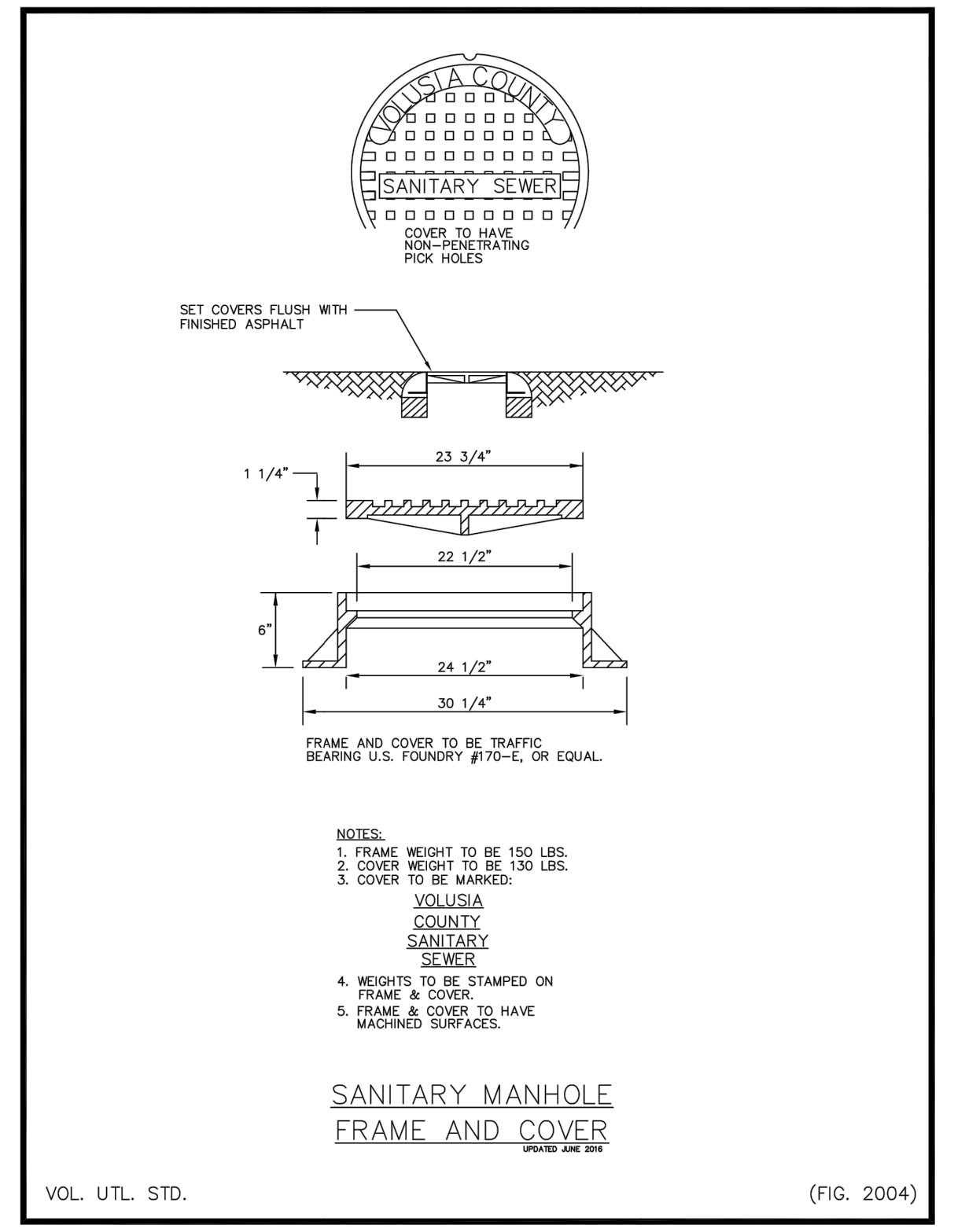
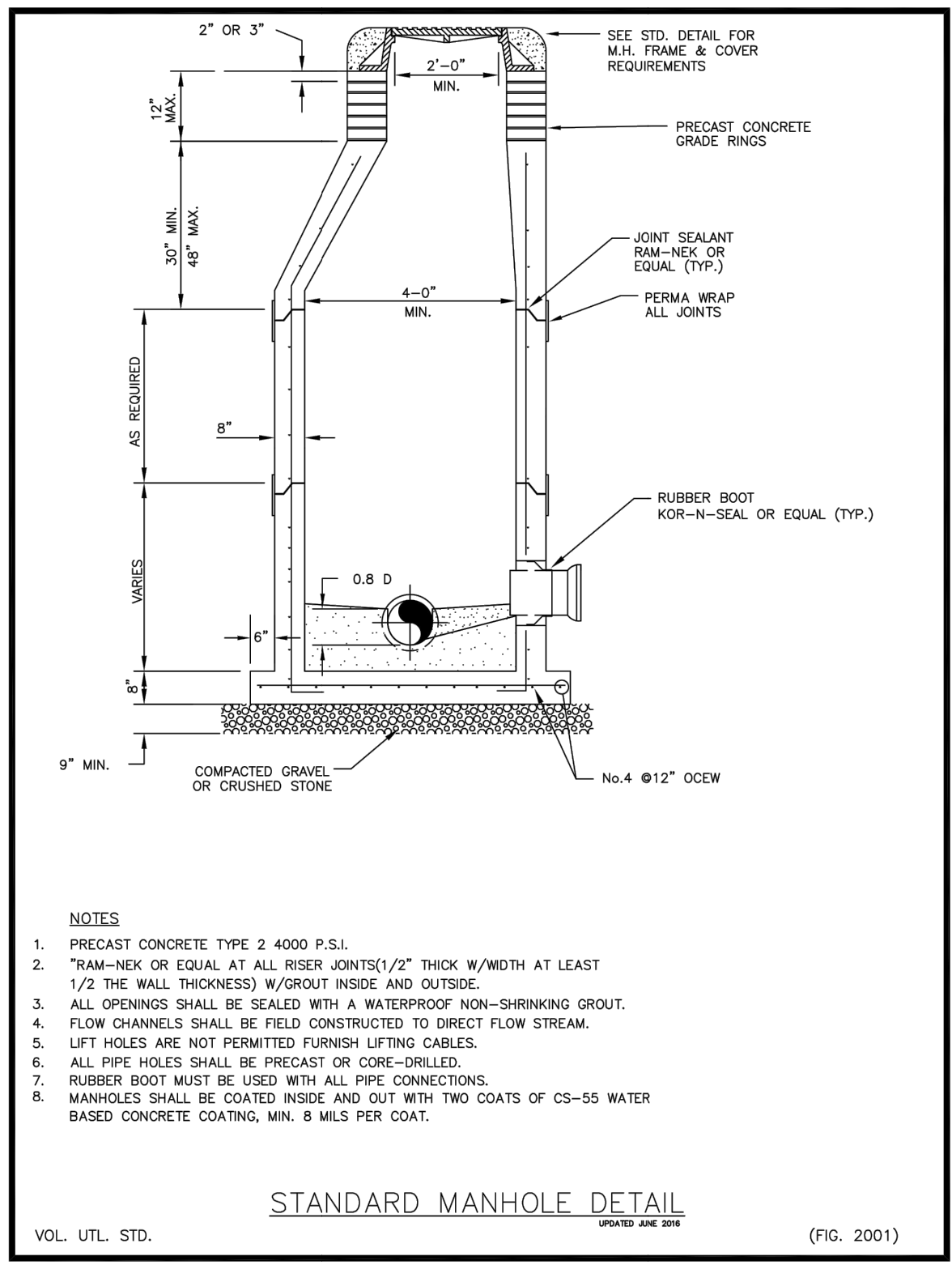
DEBARY COMMERCIAL 17 ACRES
PRELIMINARY PLAT
SAN-14 MANHOLE TO SAN-12 MANHOLE
PLAN & PROFILE

PROJECT NO. ZC 16070
 DESIGNED BY: RM/HAC
 DRAFTED BY: TNL
 CHECKED BY: RMH

DRAWING FILE: 09-10-16070-PP
 XREFS: 16070BAS.DWG
 XREFS: 16070SURV.DWG

09-10-16070 - DEBARY COMMERCIAL 17 ACRES - PRELIMINARY PLAT - SAN-14 MANHOLE TO SAN-12 MANHOLE PLAN & PROFILE - PRINTED: 12/13/2018 3:46 PM





Electronic Marker Balls for Gravity Mains
 Electronic Balls shall be provided at one foot from the termination of all sanitary sewer service laterals. Balls shall be Scotchmark model 1404, Electronic Full-Range Marker manufactured by 3M.

Electronic Marker Balls for Sewer Force Mains
 Electronic Balls shall be provided at fittings, valves, crosses, tees, changes in direction and every 100-ft on straight sections of pipe. Balls shall also be provided at the termination of sewer services. Electronic marker Balls shall be Scotchmark model 1404, Electronic Full-Range Marker Balls manufactured by 3M.

Electronic Marker Balls for Potable Water Mains
 Electronic Balls shall be provided at fittings, valves, crosses, tees, changes in direction and every 100-ft on straight sections of pipe. Balls shall also be provided at the termination of water services. Balls shall be Scotchmark model 1403, Electronic Full-Range Marker Balls manufactured by 3M.

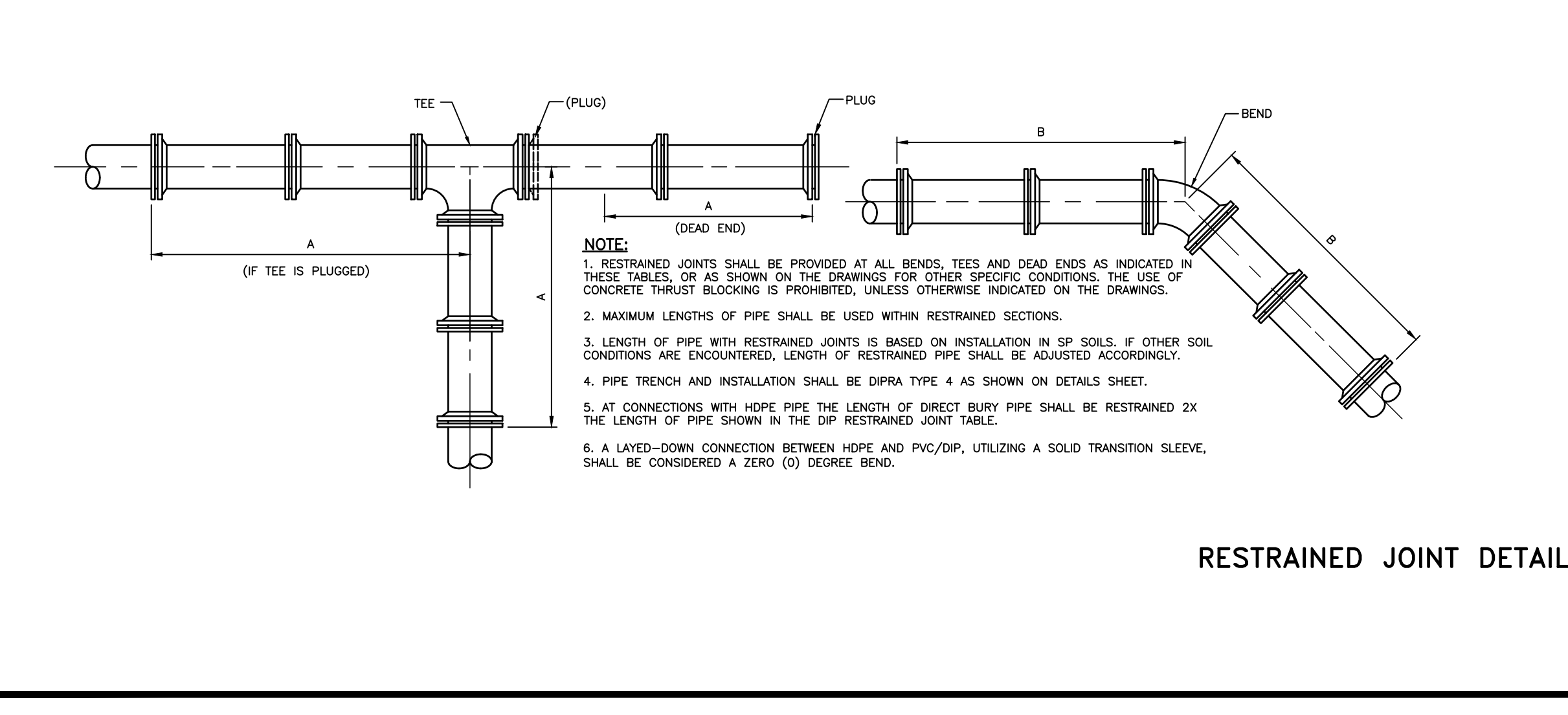
Electronic Marker Balls for Reclaimed Water Mains
 Electronic Balls shall be at fittings, valves, crosses, tees, changes in direction and every 100-ft on straight sections of pipe. Balls shall also be provided at the termination of water services. Balls shall be Scotchmark model 1408, Electronic Full-Range Marker Balls manufactured by 3M.

ELECTRONIC MARKER
UPDATED JAN 2018
 VOL. UTL. STD.

Revised 3/27/2014

UTILITY RECORD DRAWING REQUIREMENTS

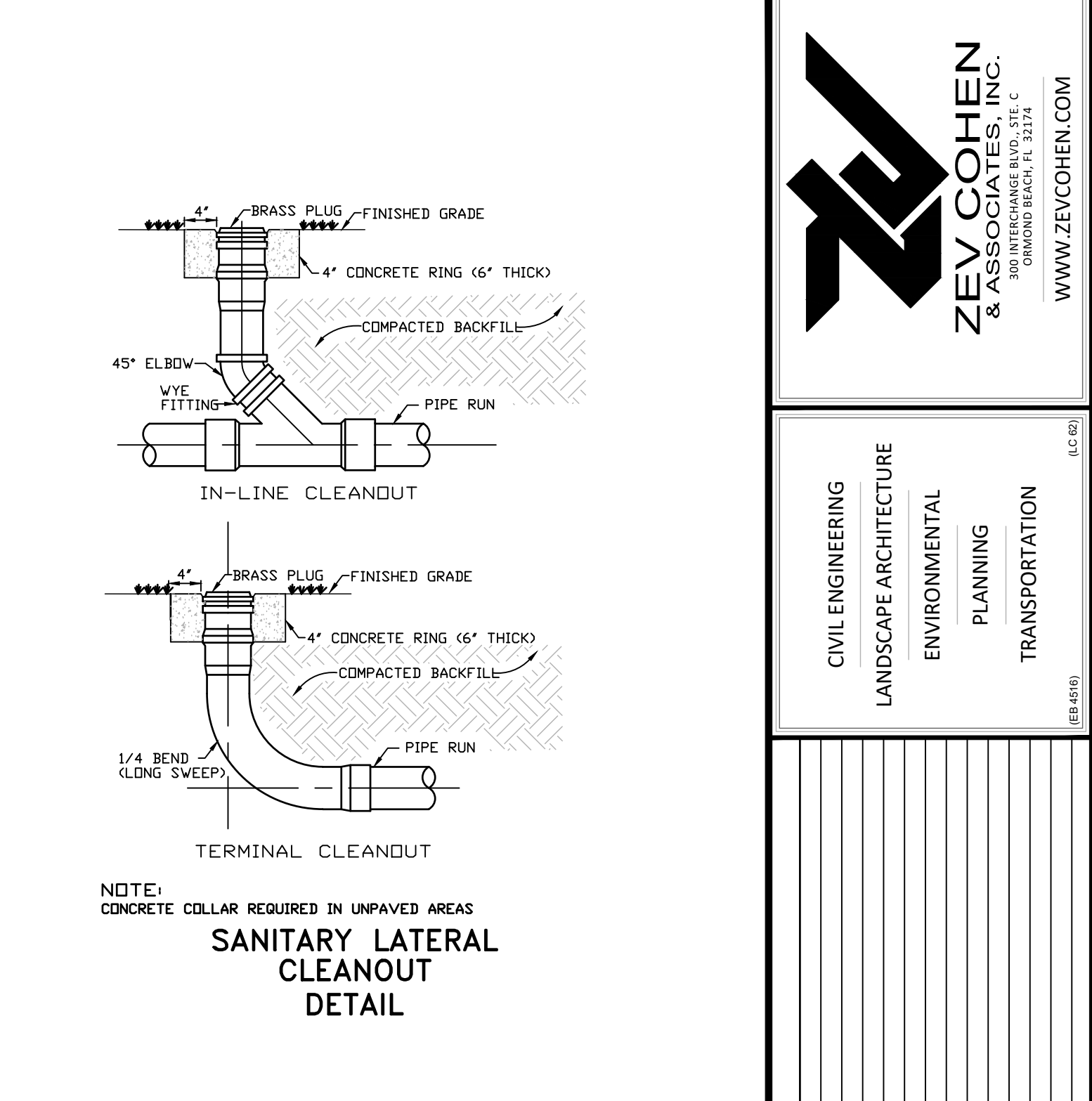
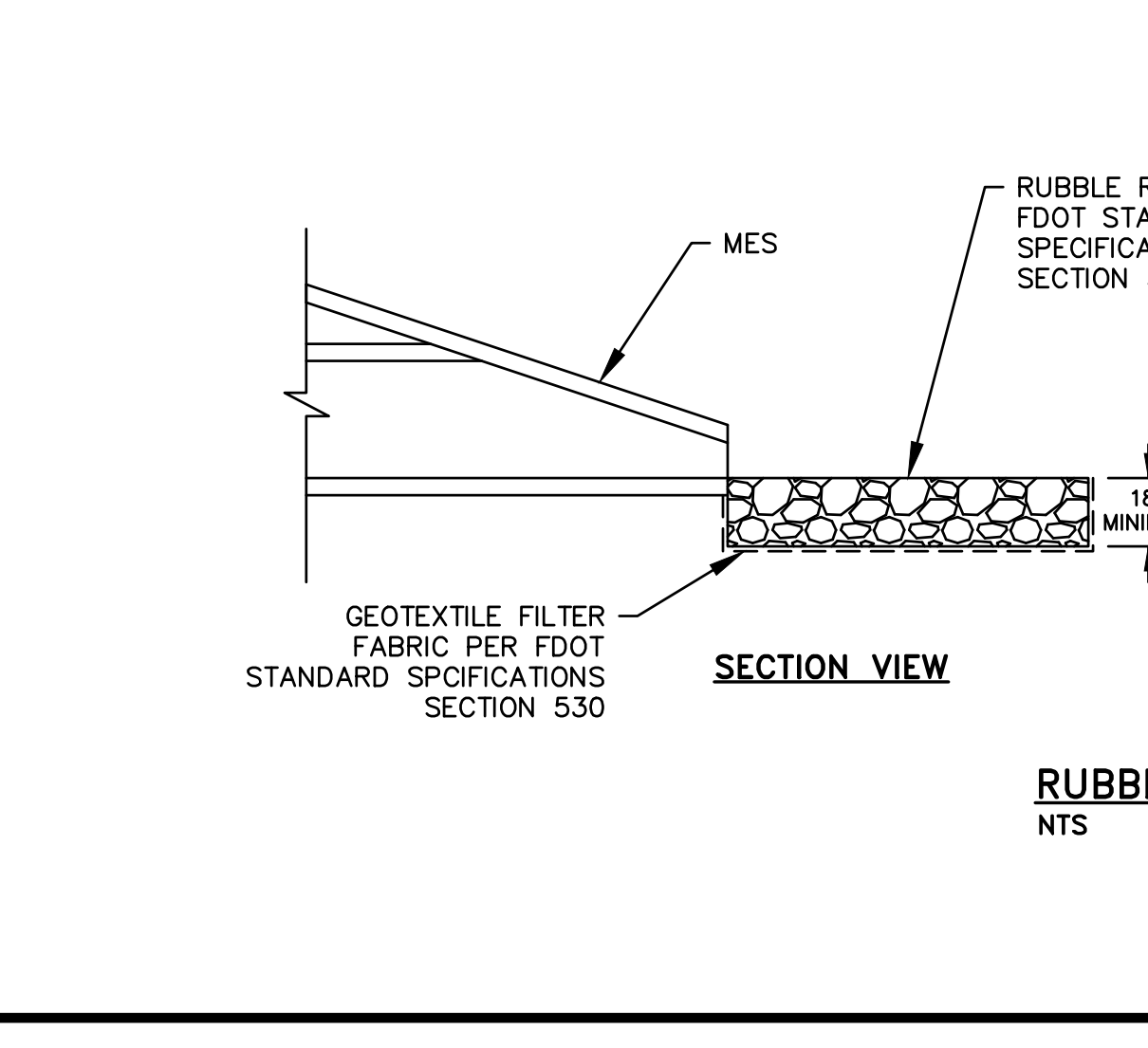
- Record drawings shall be provided by the Contractor to Volusia County Utilities. The record drawings shall be signed and sealed by the engineer of record with the data provided by a Florida licensed surveyor. Record drawing information relative to all constructed utilities and structures shall include, but not be limited to, the following items:
 - Drawings shall depict actual location of all underground and above ground water, wastewater, and reclaimed water improvements and related appurtenances.
 - Drawings shall clearly depict all details not on the original contract drawings, but constructed in the field. The location of all equipment and piping relocation shall be accurately depicted to scale.
 - The location of existing utilities where crossed or uncovered during the course of the work shall be depicted.
 - Dimensions between all manholes shall be field verified and depicted. The inverts and grade elevations of all lines entering and leaving manholes shall be depicted. Sewer laterals shall be accurately located and depicted.
 - The depth from finish grade to the top of potable water mains, reclaimed water mains and sewer force mains shall be indicated at all valve and fitting locations.
 - The record drawings shall consist of all sheets included in the construction plans.
- The record drawings shall be submitted in the following format:
 - Five (5) sets of signed and sealed blue-line prints.
 - One (1) CD or DVD provided in AutoCAD 2004 (or later version) .dwg format and in Adobe PDF format. This data will be referenced by a minimum of three (3) coordinates in the Florida State Plane Coordinate System, East Zone in US Survey Feet. The horizontal datum is NAD83(1990) HARN and the vertical datum is NAVD 88 Feet, in accordance with Florida Statutes, Chapter 177.151.



LENGTH IN FEET REQUIRED FOR PVC RESTRAINED JOINTS

SIZE	PVC RESTRAINED JOINTS						
	DEAD END	TEE & PLUG	90° BEND	45° BEND	22 1/2° BEND	11 1/4° BEND	B' END
4"	45'	45'	20'	18'	18'	18'	18'
6"	63'	63'	28'	18'	18'	18'	18'
8"	82'	82'	36'	18'	18'	18'	18'
10"	98'	98'	44'	18'	18'	18'	18'
12"	116'	116'	51'	20'	18'	18'	18'
16"	148'	148'	63'	26'	18'	18'	18'
20"	179'	179'	75'	31'	18'	18'	18'
24"	208'	208'	87'	36'	18'	18'	18'

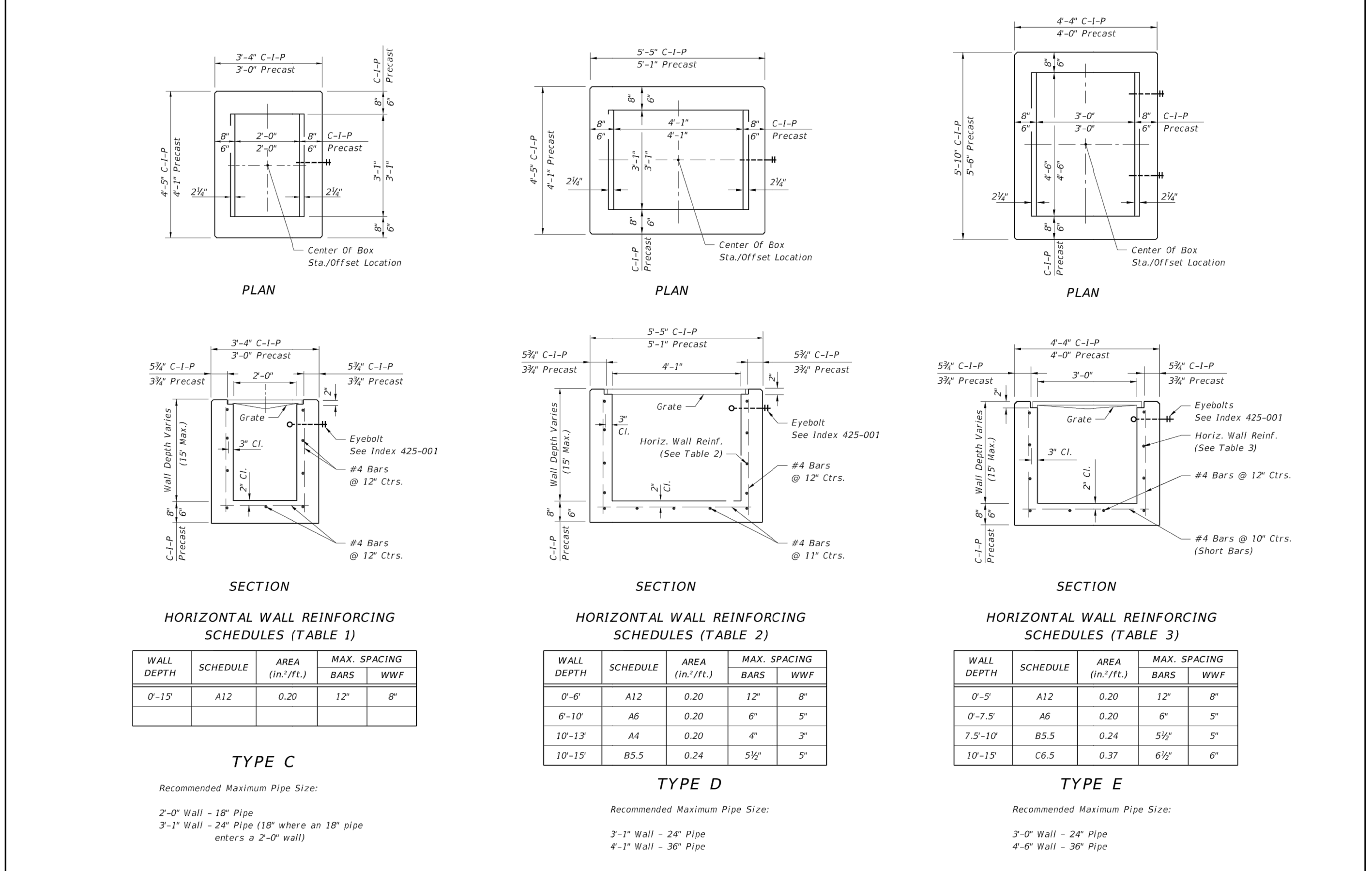
TABLE APPLIES TO PVC PIPE FOR FOLLOWING CONDITIONS:
 1. TEST PRESSURE: 150 PSIG
 2. SOIL TYPE: SP
 3. DEPTH OF COVER: 30"
 4. SAFETY FACTOR: 1.5
 5. COMPACTION: AS SHOWN ON DETAIL DRAWINGS



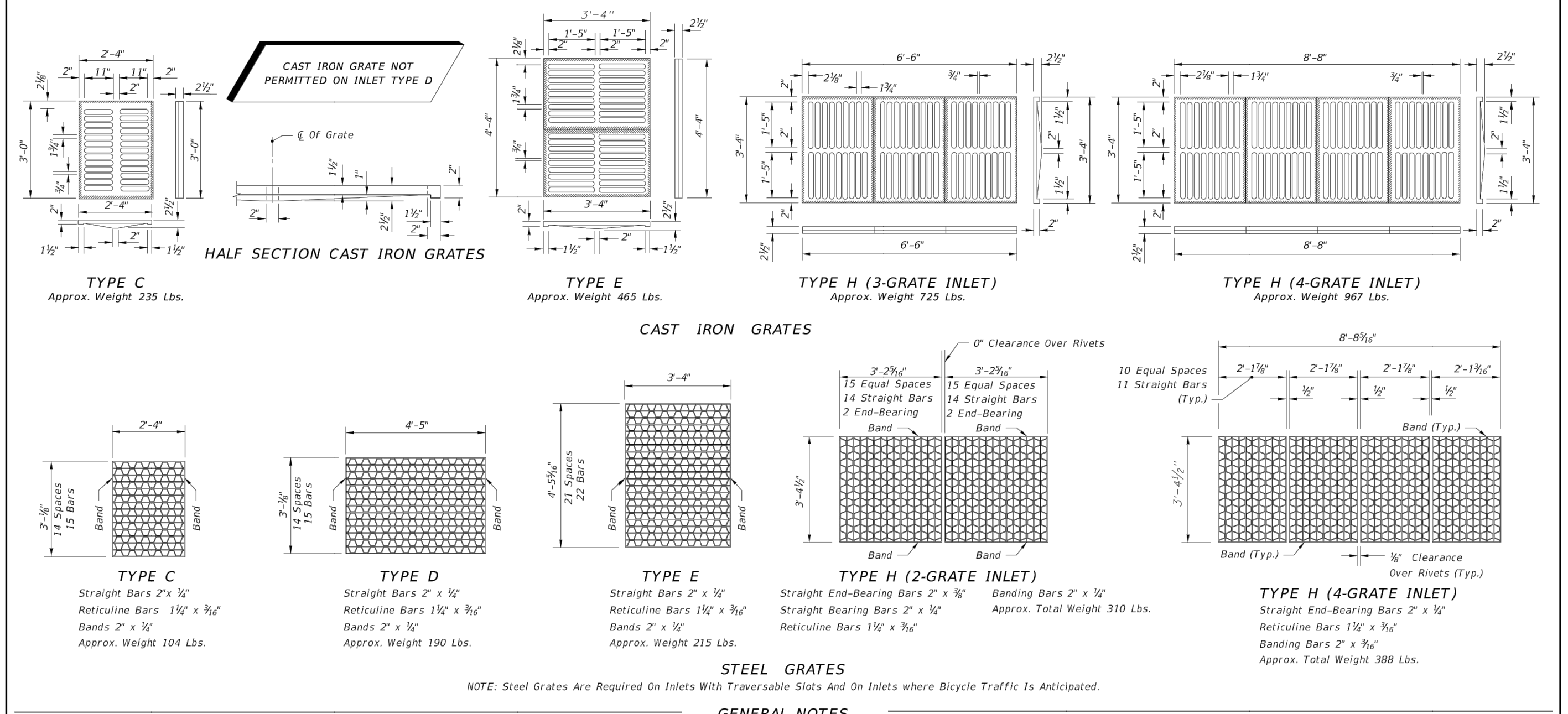
PRELIMINARY PLAT CONSTRUCTION DETAILS

CITY OF DEBARY
 VOLUSIA COUNTY, FLORIDA

NO.	DATE	BY	SUBMITTALS / REVISIONS



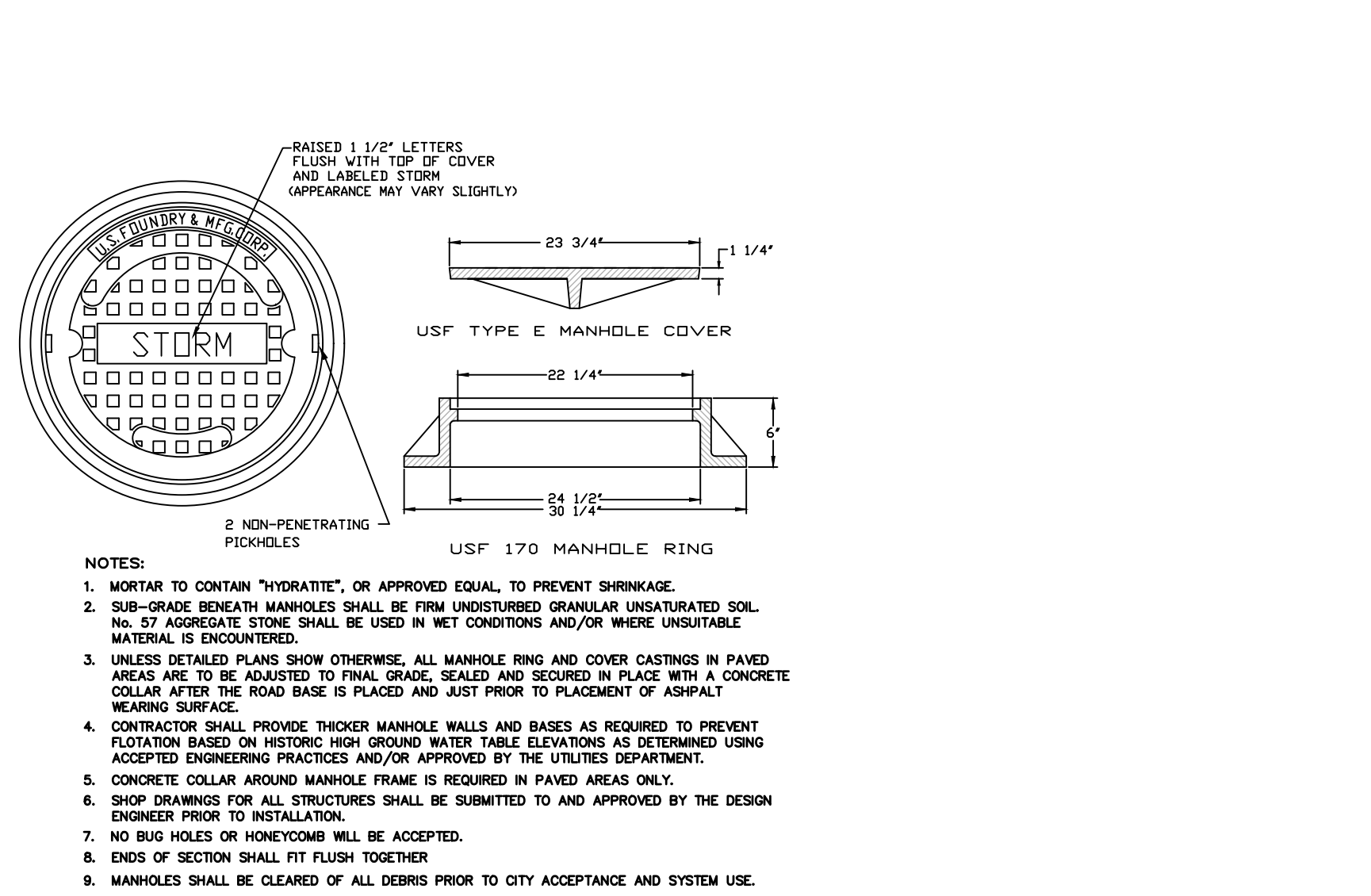
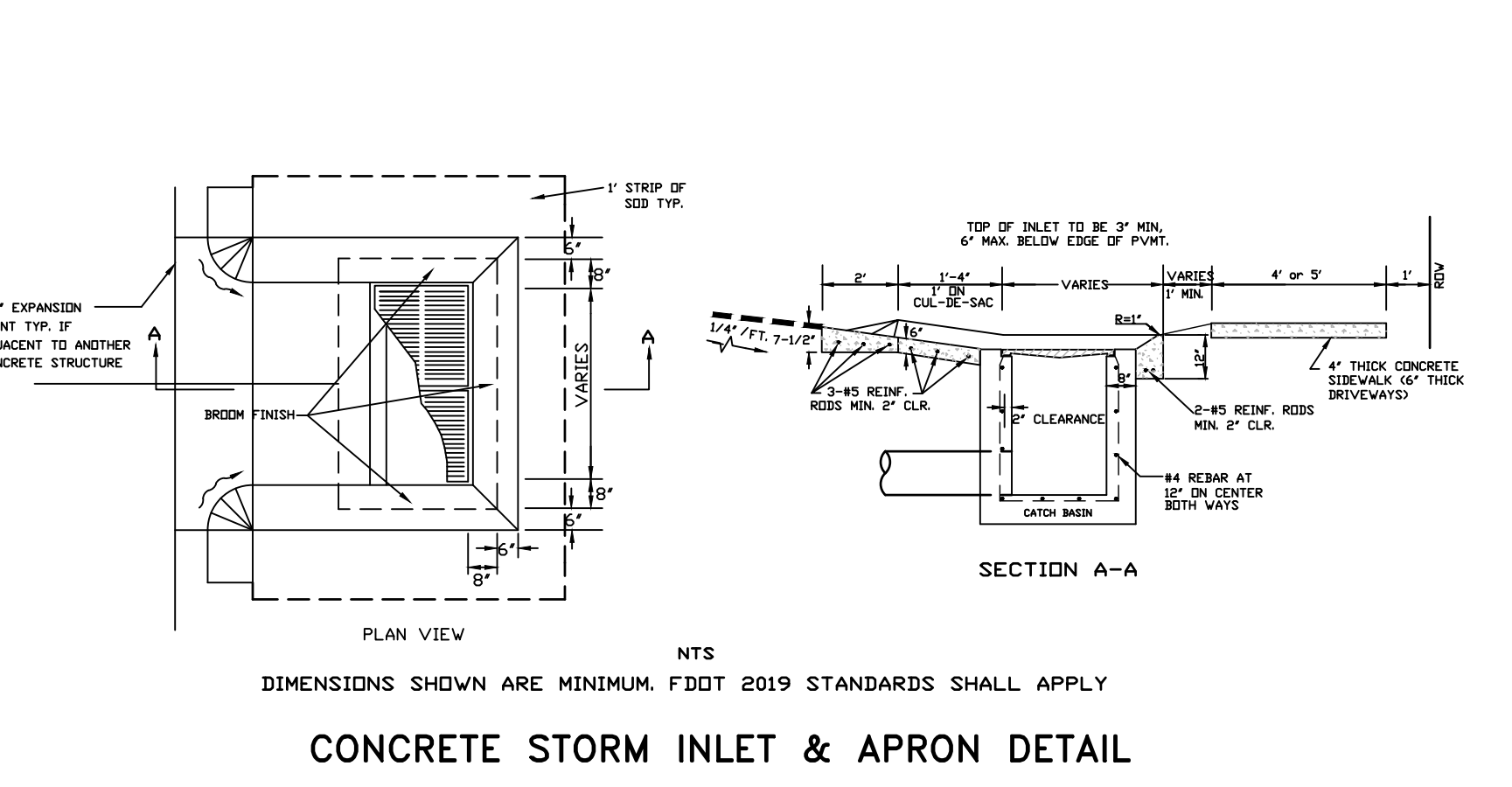
LAST REVISION: 11/01/17	DESCRIPTION: STANDARD PLANS	FY 2018-19	DITCH BOTTOM INLET TYPES C, D, E AND H	INDEX: 425-052	SHEET: 1 of 7
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- GENERAL NOTES**
- These inlets are suitable for bicycle traffic and are to be used in ditches, medians and other areas subject to infrequent traffic loadings but are not to be placed in areas subject to any heavy wheel loads. These inlets may be placed in areas subject to occasional pedestrian traffic such as landscaped areas and pavement areas where pedestrians can walk around the inlet.
 - Inlets subject to minimal debris should be constructed without slots. Where debris is a problem inlets should be constructed with slots. Slotted inlets located within roadway clear zones and areas subject to pedestrian traffic shall have traversable slots. The traversable slot modification is not adaptable to inlet Type H. Slots may be constructed at either or both ends as shown on plans. Traversable slots shall not be used in areas subject to occasional bicycle traffic.
 - Steel grates are to be used on all inlets where bicycle traffic is anticipated. Steel grates are to be used on all inlets with traversable slots. Either cast iron or steel grates may be used on inlets without slots where bicycle traffic is not anticipated. Either cast iron or steel grates may be used on all inlets with traversable slots.
 - Recommended maximum pipe sizes shown are for concrete pipe. Size for other types of pipe must be checked for fit.
 - All exposed edges and corners shall be 1/4" chamfer or tool to 1/4" radius.
 - Concrete inlet pavement to be used on inlets without slots and inlets with non-traversable slots only when called for in the plans; but required on all traversable slot inlets. Cost to be included in contract unit price for inlets. Quantities shown are for information only.
 - Traversable slots constructed in existing inlets shall be paid for as inlets partial. For conversion work and method of payment see TRAVERSABLE SLOT INLETS (PARTIAL) FOR EXISTING INLETS.
 - Sodding to be used on all inlets not located in paved areas and paid for under contract unit price for Performance Turf, SF.
 - For supplementary details see Index 425-001.
 - All reinforcing is Grade 60 bars with 2" min. cover unless otherwise noted. Bars to be cut or bent for 1/2" clearance around pipe opening. Provide one additional #4 bar above and at each side of pipe opening.

LAST REVISION: 11/01/17	DESCRIPTION: STANDARD PLANS	FY 2018-19	DITCH BOTTOM INLET TYPES C, D, E AND H	INDEX: 425-052	SHEET: 3 of 7
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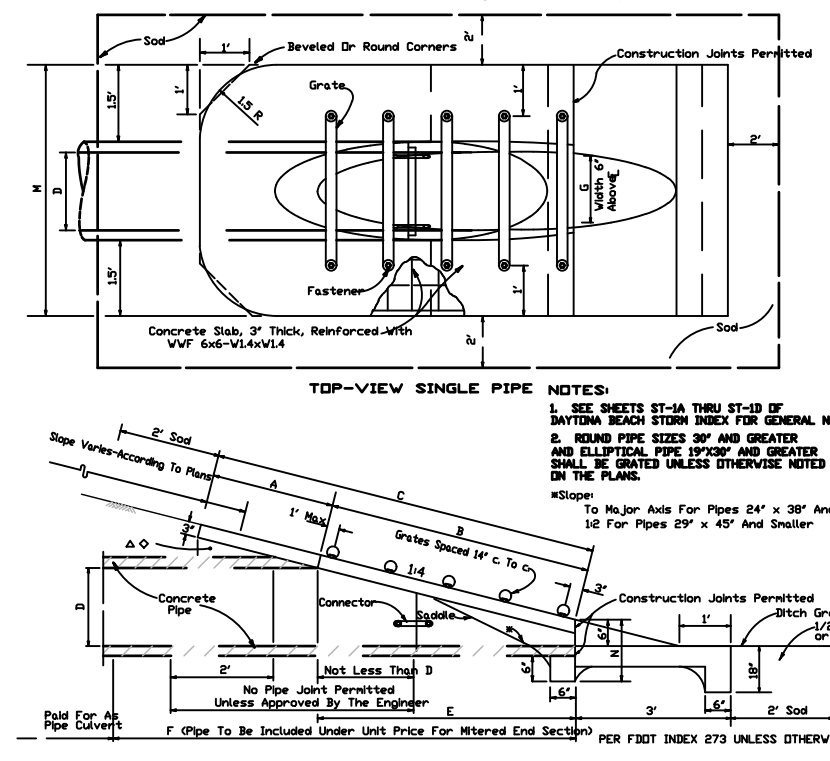
STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST-1	Index No. 272 - Cross Drain MES with 1:4 Slope - Single Round Conc. Pipe	41.25	40.50 (E) Round Concrete Pipe
ST-2	Index No. 232 - Ditch Bottom Inlet - Type C	55.19	40.70 (E) Round Concrete Pipe 40.70 (W) Round Concrete Pipe
ST-3	Index No. 232 - Ditch Bottom Inlet - Type C	55.20	40.80 (E) Round Concrete Pipe 40.80 (W) Round Concrete Pipe
ST-4	Index No. 201 - Type 7 Manhole (1 or 2-Piece Cover (Edge), Round Bottom)	54.60	40.90 (W) Round Concrete Pipe
ST-5	Index No. 272 - Cross Drain MES with 1:4 Slope - Single Round Conc. Pipe	43.42	40.50 (E) Round Concrete Pipe
ST-6	Index No. 232 - Ditch Bottom Inlet - Type C	49.68	40.55 (N) Round Concrete Pipe 40.55 (E) Round Concrete Pipe 40.55 (W) Round Concrete Pipe
ST-7	Index No. 232 - Ditch Bottom Inlet - Type C	49.68	40.65 (W) Round Concrete Pipe
ST-8	Index No. 201 - Type 7 Manhole (1 or 2-Piece Cover (Edge), Round Bottom)	49.10	40.70 (E) Round Concrete Pipe
ST-9	Index No. 232 - Ditch Bottom Inlet - Type C	49.22	40.65 (E) Round Concrete Pipe 40.65 (S) Round Concrete Pipe 40.65 (W) Round Concrete Pipe 40.65 (N) Round Concrete Pipe
ST-10	Index No. 232 - Ditch Bottom Inlet - Type C	49.22	40.75 (W) Round Concrete Pipe 40.75 (E) Round Concrete Pipe
ST-11	Index No. 201 - Type 7 Manhole (1 or 2-Piece Cover (Edge), Round Bottom)	49.48	40.80 (W) Round Concrete Pipe
ST-12	Index No. 232 - Ditch Bottom Inlet - Type C	48.28	40.80 (N) Round Concrete Pipe 40.80 (S) Round Concrete Pipe 43.50 (E) Round Concrete Pipe



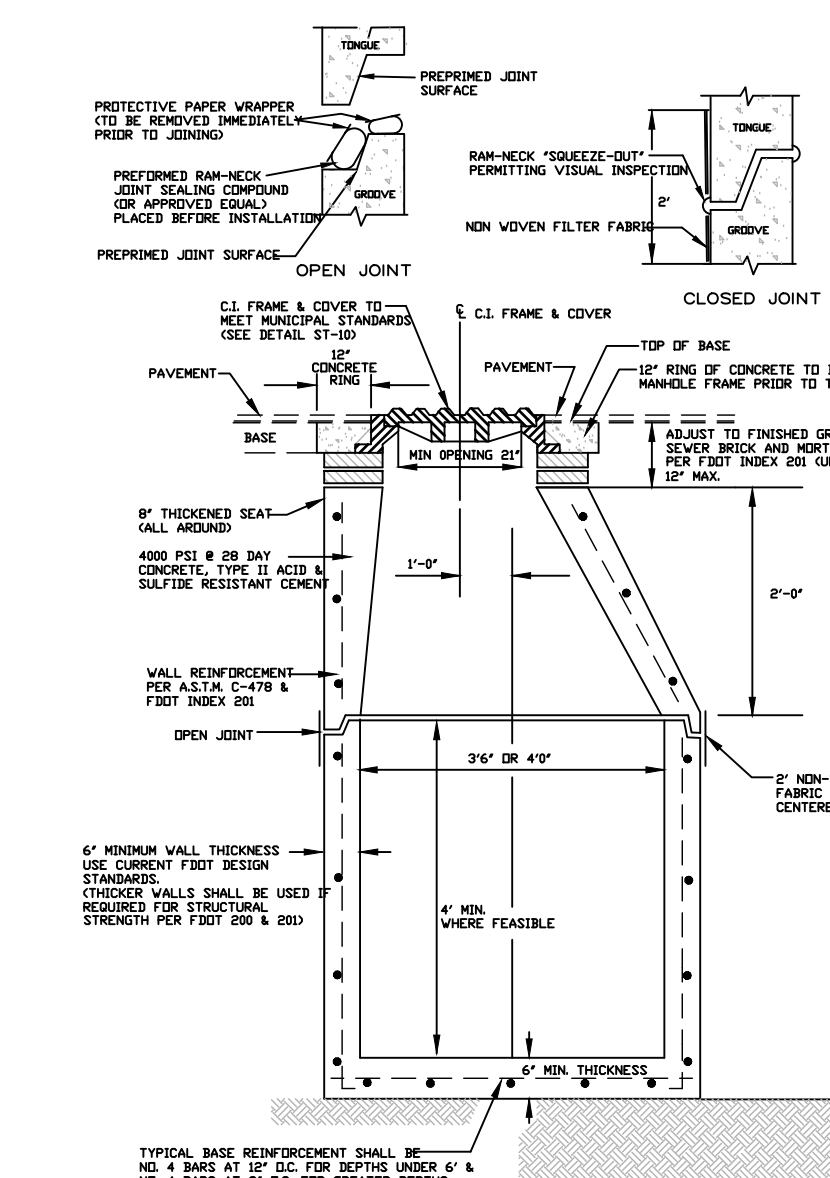
STORM-SEWER COVER DETAIL & MH GENERAL NOTES

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST-13	Index No. 232 - Ditch Bottom Inlet - Type C	48.48	43.65 (N) Round Concrete Pipe 43.65 (W) Round Concrete Pipe
ST-14	Index No. 232 - Ditch Bottom Inlet - Type C	48.28	43.80 (S) Round Concrete Pipe
ST-16	Index No. 232 - Ditch Bottom Inlet - Type C	47.65	43.10 (E) Round Concrete Pipe 40.90 (S) Round Concrete Pipe 41.90 (N) HDPE Pipe
ST-17	Index No. 232 - Ditch Bottom Inlet - Type C	47.65	43.20 (W) Round Concrete Pipe 43.20 (E) Round Concrete Pipe
ST-18	Index No. 201 - Type 7 Manhole (1 or 2-Piece Cover (Edge), Round Bottom)	47.87	43.24 (W) Round Concrete Pipe
ST-19	Index No. 232 - Ditch Bottom Inlet - Type C	46.56	42.10 (E) Round Concrete Pipe 42.10 (S) HDPE Pipe
ST-20	Index No. 232 - Ditch Bottom Inlet - Type C	46.55	42.15 (W) Round Concrete Pipe

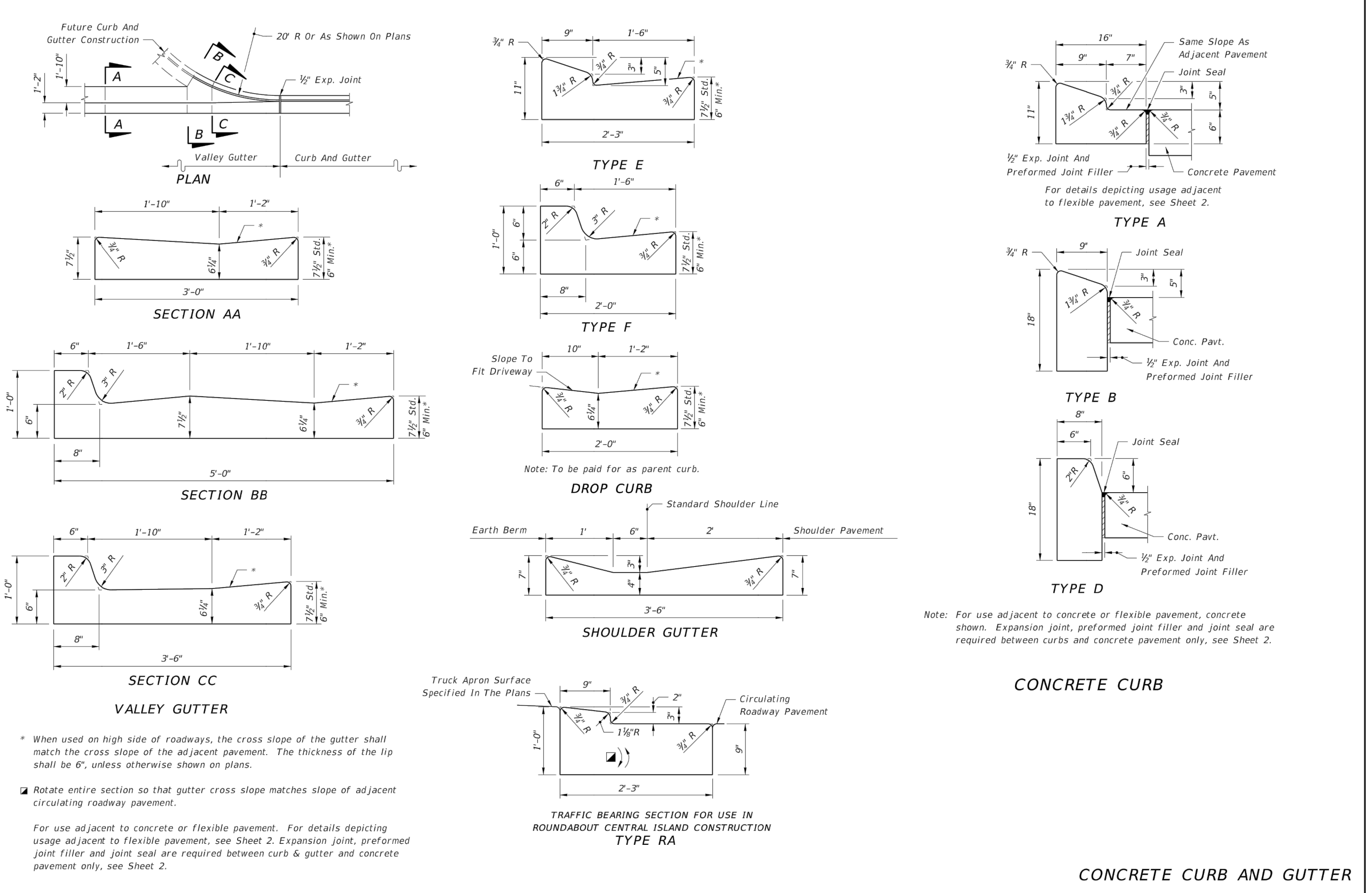
DIMENSIONS & QUANTITIES											
ITEM	QTY	UNIT	DESCRIPTION	ITEM	QTY	UNIT	DESCRIPTION	ITEM	QTY	UNIT	DESCRIPTION
1	1	EA	CONCRETE INLET	1	1	EA	CONCRETE INLET	1	1	EA	CONCRETE INLET
2	1	EA	CONCRETE INLET	2	1	EA	CONCRETE INLET	2	1	EA	CONCRETE INLET
3	1	EA	CONCRETE INLET	3	1	EA	CONCRETE INLET	3	1	EA	CONCRETE INLET
4	1	EA	CONCRETE INLET	4	1	EA	CONCRETE INLET	4	1	EA	CONCRETE INLET
5	1	EA	CONCRETE INLET	5	1	EA	CONCRETE INLET	5	1	EA	CONCRETE INLET
6	1	EA	CONCRETE INLET	6	1	EA	CONCRETE INLET	6	1	EA	CONCRETE INLET
7	1	EA	CONCRETE INLET	7	1	EA	CONCRETE INLET	7	1	EA	CONCRETE INLET
8	1	EA	CONCRETE INLET	8	1	EA	CONCRETE INLET	8	1	EA	CONCRETE INLET
9	1	EA	CONCRETE INLET	9	1	EA	CONCRETE INLET	9	1	EA	CONCRETE INLET
10	1	EA	CONCRETE INLET	10	1	EA	CONCRETE INLET	10	1	EA	CONCRETE INLET
11	1	EA	CONCRETE INLET	11	1	EA	CONCRETE INLET	11	1	EA	CONCRETE INLET
12	1	EA	CONCRETE INLET	12	1	EA	CONCRETE INLET	12	1	EA	CONCRETE INLET



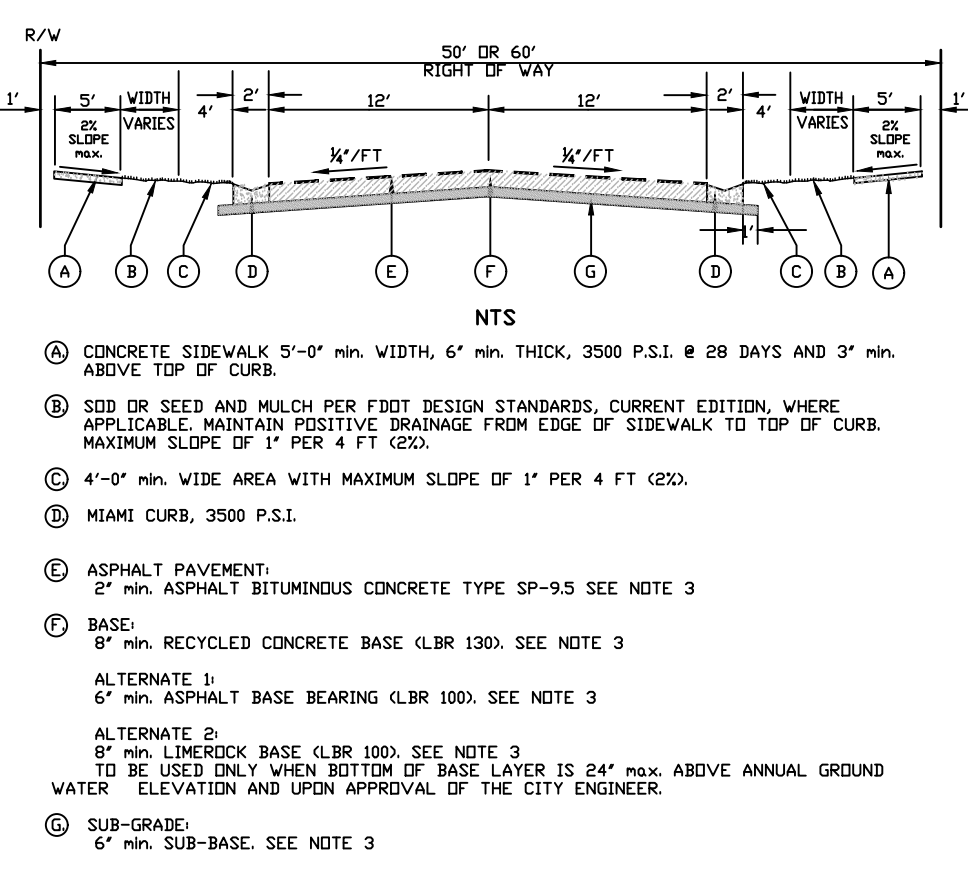
MITERED END SECTION DETAIL (SINGLE PIPE)



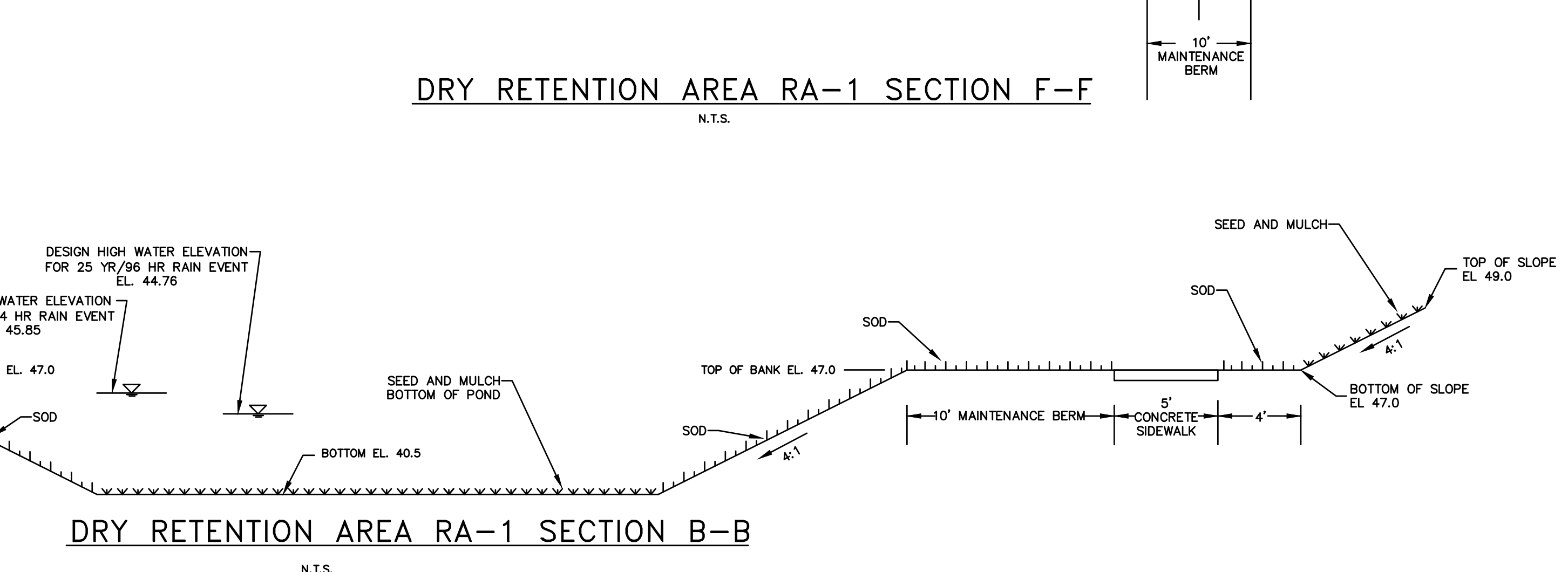
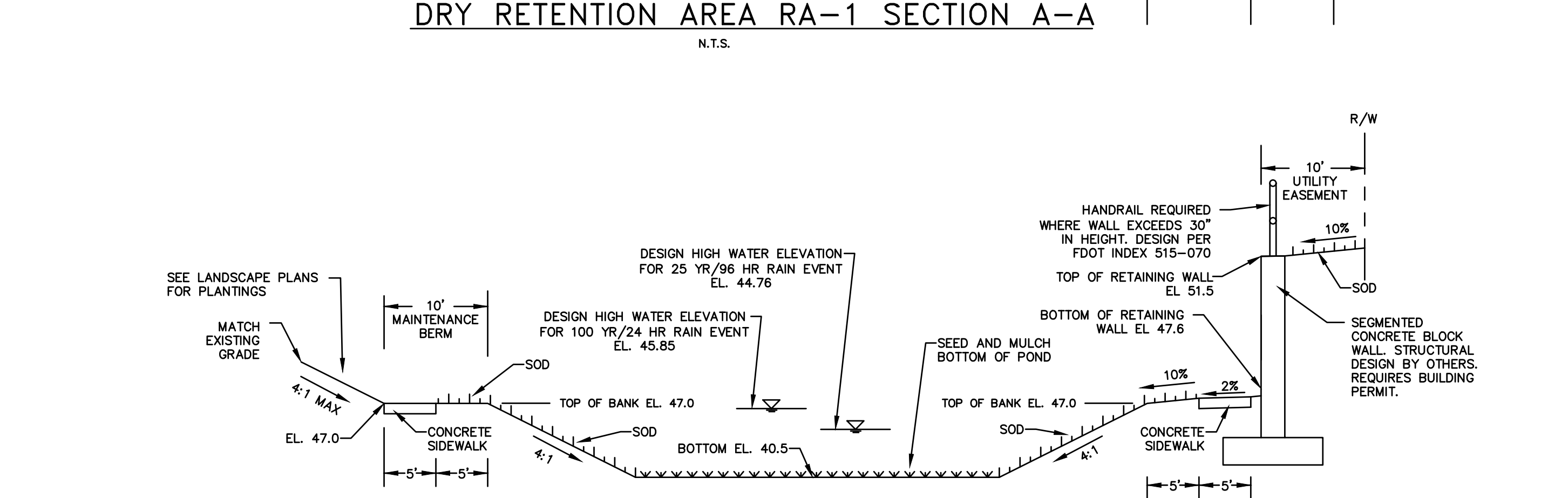
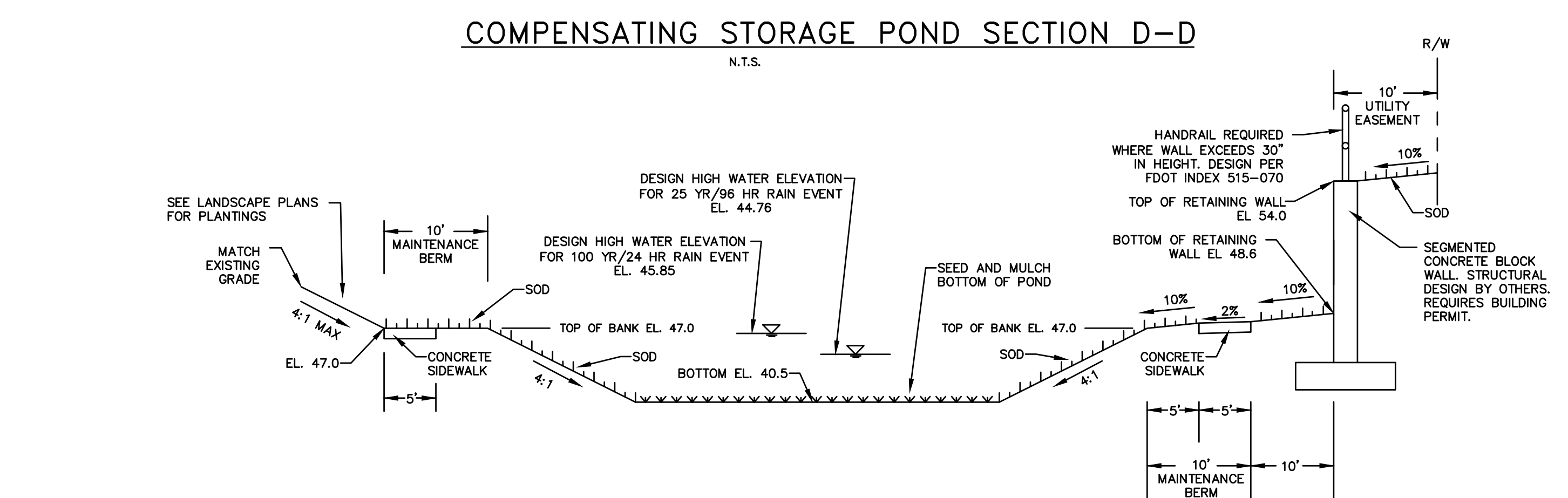
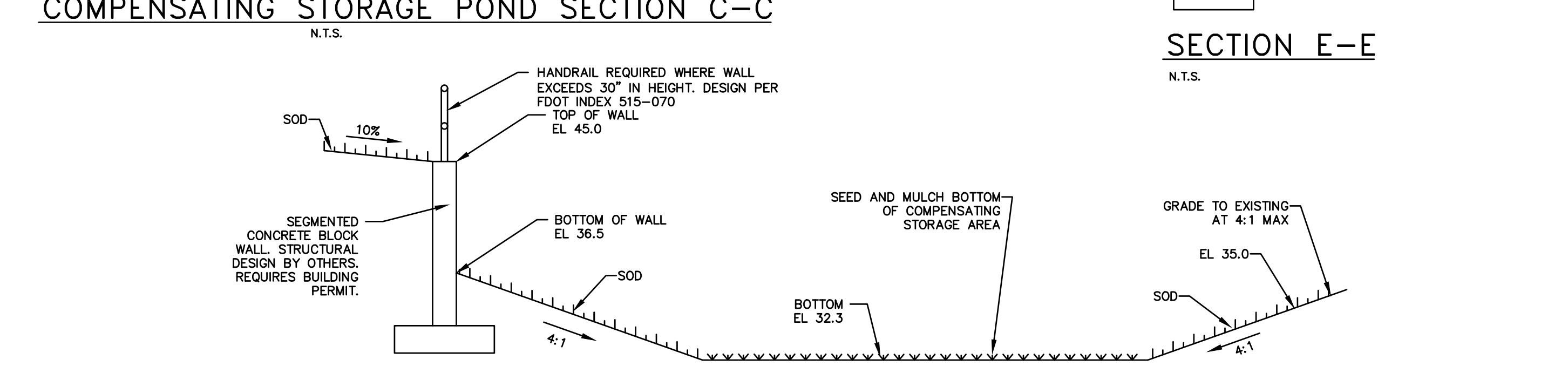
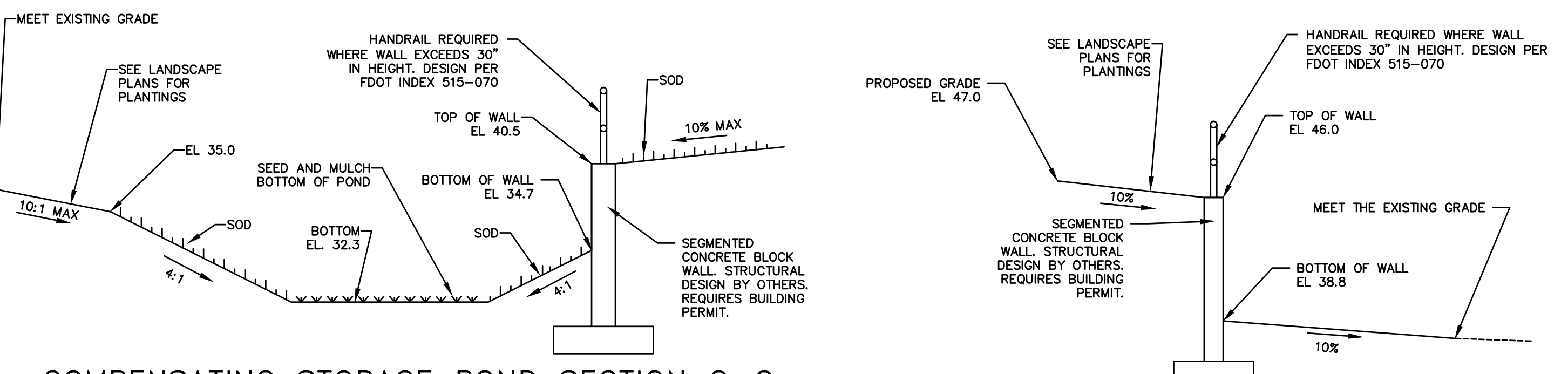
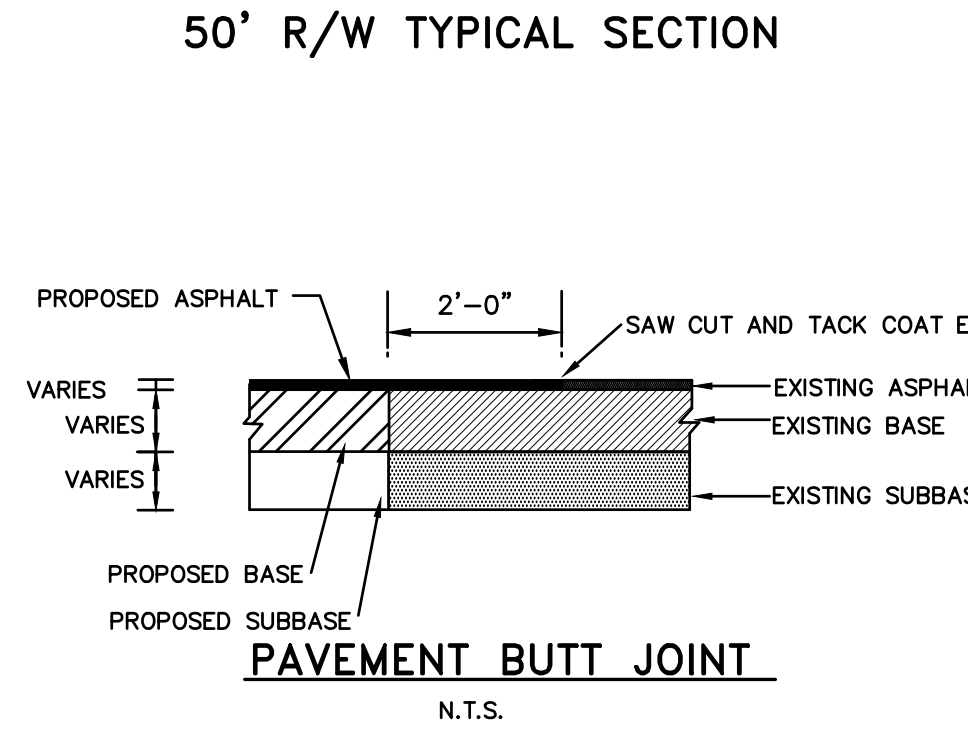
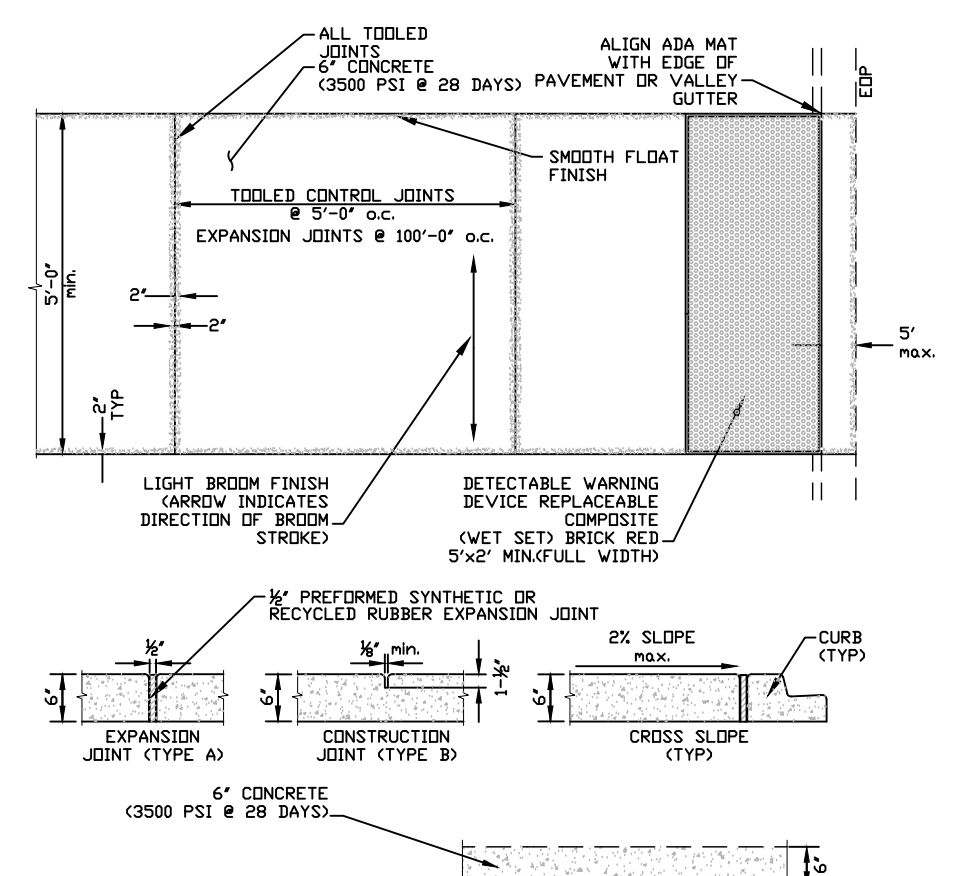
STORMWATER MANHOLE DETAIL



LAST REVISION	DESCRIPTION	INDEX	SHEET
11/01/17		520-001	1 of 2



GRADED AGGREGATE BASE	SILOE SIZE	PERCENT BY WEIGHT PASSING
3" (75mm)	100	95 to 100
1 1/2" (37.5mm)	95 to 100	65 to 85
3/8" (9.5mm)	45 to 75	35 to 60
No. 4 (4.75mm)	25 to 40	15 to 25
No. 10 (2.0mm)	5 to 15	5 to 10



NO. DATE BY SUBMITTALS/REVISIONS

DEBARY COMMERCIAL 17 ACRES

PRELIMINARY PLAT CONSTRUCTION DETAILS

PROJECT NO. ZC 16070
 DESIGNED BY: RM/HAC
 DRAFTED BY: TNL
 CHECKED BY: RMH
 DRAWING FILE: 11-14-16070-DET
 XREFS: ---
 XREFS: ---

CITY OF DEBARY
 VOLUSIA COUNTY, FLORIDA

RANDY M. HUDAK, P.E., NO. 65053
 NOT VALID WITHOUT SEAL

SHEET: C14 OF 14

SPECIMEN TREE DATA TABLE

POINT	DBH	SPECIES	COMMON NAME	REMOVED
1	26.1"	QUERCUS LAURIFOLIA	LAUREL OAK	X
2	19.5"	QUERCUS LAURIFOLIA	LAUREL OAK	X
3	18.6"	QUERCUS LAURIFOLIA	LAUREL OAK	X
4	18.5"	QUERCUS LAURIFOLIA	LAUREL OAK	X
5	21.0"	QUERCUS LAURIFOLIA	LAUREL OAK	X
6	21.5"	QUERCUS LAURIFOLIA	LAUREL OAK	X
7	31.0"	QUERCUS LAURIFOLIA	LAUREL OAK	
8	29.0"	QUERCUS LAURIFOLIA	LAUREL OAK	
9	24.5"	QUERCUS LAURIFOLIA	LAUREL OAK	
10	18.5"	QUERCUS LAURIFOLIA	LAUREL OAK	
11	20.7"	QUERCUS LAURIFOLIA	LAUREL OAK	
12	26.5"	QUERCUS LAURIFOLIA	LAUREL OAK	
13	26.0"	QUERCUS LAURIFOLIA	LAUREL OAK	
14	18.1"	QUERCUS GEMINATA	SAND LIVE OAK	X
15	28.5"	QUERCUS LAURIFOLIA	LAUREL OAK	
16	31.0"	QUERCUS LAURIFOLIA	LAUREL OAK	
17	32.5"	QUERCUS LAURIFOLIA	LAUREL OAK	
18	22.0"	QUERCUS GEMINATA	SAND LIVE OAK	

15% NATURAL PRESERVATION

TOTAL SITE AREA	17.37 AC.
TOTAL PRESERVATION AREA REQUIRED	2.60 AC.
(CALCULATION: 17.37 AC. x 15% = 2.60 AC.)	
UNDISTURBED NATURAL PRESERVATION AREA	.36 AC.
REPLANTED PRESERVATION AREA	*2.24 AC.
TOTAL PRESERVATION AREA PROVIDED	2.60 AC.

* THIS AREA INCLUDES LANDSCAPE BUFFER AND VARIOUS AREAS THROUGHOUT THE SITE

LEGEND

- EXISTING SPECIMEN TREE TO REMAIN
- DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN
- SPECIMEN TREE IDENTIFICATION NUMBER (SEE SHEET LA1 FOR TREE DATA)
- ESTIMATED DRIP LINE (1" D.B.H. = 1' RADIUS)
- PROPOSED LIGHT POLES

HARDSCAPE LEGEND

- BENCHES - (2)
- PRODUCT #: F-50
- STYLE: STREETSCAPE COLLECTION
- SIZE: 6' LENGTH
- COLOR: BRONZE FRAMING, RECYCLED WOOD SLATS
- MOUNTING: SURFACE
- MANUFACTURER: VICTOR STANLEY
- PHONE: 1-800-360-2573

LANDSCAPE BUFFER REQUIREMENTS

DIRECTION	REQUIREMENT	REQUIRED	PROVIDED
NORTH	DEBARY PLANTATION BLVD. (510 L.F.)		
	MINIMUM WIDTH	20'	20'
	2 SHADE TREES PER 40 L.F.	26	**14
	2 SMALL TREES PER 80 L.F.	13	*0
SOUTH	SHRUBS (25% OF BUFFER AREA) (468 L.F.)	2,550 S.F.	2,920 S.F.
	MINIMUM WIDTH	10'	10'
	1 SHADE TREES PER 40 L.F.	12	12
	1 SMALL TREES PER 80 L.F.	6	8
EAST	SHRUBS (25% OF BUFFER AREA) (1,170 S.F.)	1,170 S.F.	1,784 S.F.
	MINIMUM WIDTH	20'	20'
	2 SHADE TREES PER 40 L.F.	58	51
	2 SMALL TREES PER 80 L.F.	29	29
WEST	SHRUBS (25% OF BUFFER AREA) (1,014 L.F.)	5,805 S.F.	6,256 S.F.
	MINIMUM WIDTH	25'	25'
	2 SHADE TREES PER 40 L.F.	51	63
	2 SMALL TREES PER 80 L.F.	25	38
US HIGHWAY 17-92 - GATEWAY CORRIDOR (1,161 L.F.)	SHRUBS (25% OF BUFFER AREA)	6,338 S.F.	8,200 S.F.
	MINIMUM WIDTH	20'	20'
	2 SHADE TREES PER 40 L.F.	51	63
	2 SMALL TREES PER 80 L.F.	25	38

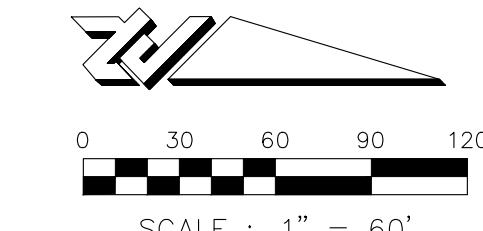
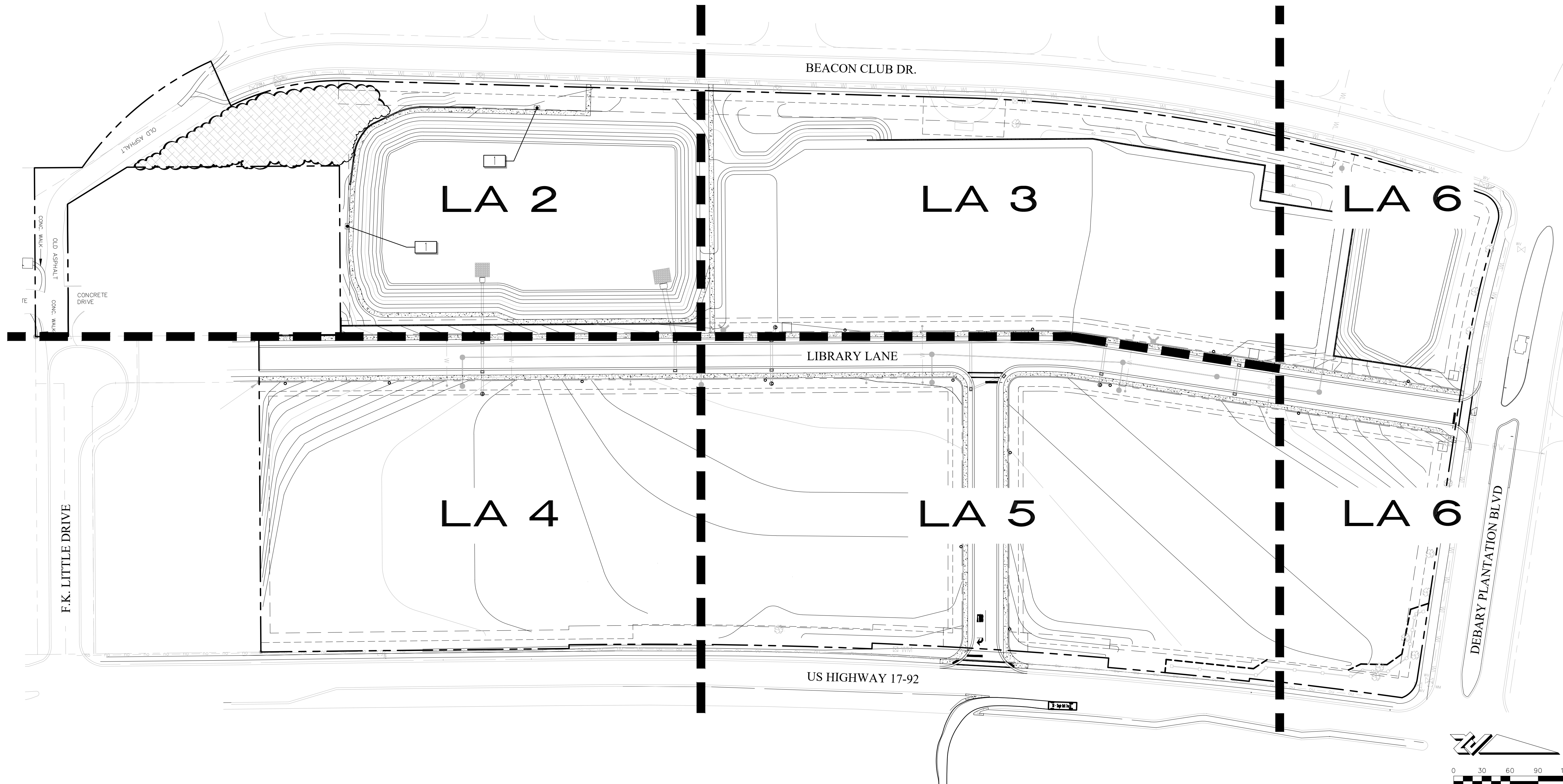
* 13 SMALL TREES HAVE BEEN RELOCATED WITHIN THE BEACON DR. LANDSCAPE BUFFER IN ORDER TO STAY OUT OF DRIP LINE AREA FROM OAKS ADJACENT TO DEBARY PLANTATION BLVD.
 ** 12 SHADE TREES TREES HAVE BEEN RELOCATED WITHIN THE BEACON DR. LANDSCAPE BUFFER IN ORDER TO STAY OUT OF DRIP LINE AREA FROM OAKS ADJACENT TO DEBARY PLANTATION BLVD.

MINIMUM ON SITE TREES

MINIMUM TREES REQUIRED ON SITE	303
CALCULATION: 756,637 S.F. / 2,500 S.F. = 303	
EXISTING TREES TO BE PRESERVED	**15
NUMBER OF TREES PROVIDED ON LANDSCAPE PLAN	*210
* THE TOTAL NUMBER OF TREES SHALL BE INSTALLED UPON FULL BUILD-OUT OF ALL PARCELS	
** EXISTING TREES WITHIN THE NATURAL PRESERVATION AREA WILL COUNT TOWARDS THE OVERALL TREE REQUIREMENT.	

PLANTING SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
AR	10	ACER RUBRUM	RIVER MAPLE	4" CAL., 16' HT. MIN.		
BN	21	BETULA NIGRA	RIVER BIRCH MULTI-TRUNK	4" CAL., 16' HT. MIN.		FULL TO GROUND
ED	9	ELAEAGARBUS DECIPRENS TM	JAPANESE BLUEBERRY TREE	2.5" CAL., 10' HT. MIN.		
IAE	31	ILEX X ATTENUATA 'EAGLESTON'	EAGLESTON HOLLY	2.5" CAL., 10' HT. MIN.		
JV	22	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	4" CAL., 16' HT. MIN.		FULL TO GROUND
U	22	LAGERSTROEMIA INDICA 'NATCHEZ'	NATCHEZ CRAPE MYRTLE	4" CAL., 16' HT. MIN.		
LJ	16	LIGUSTRUM JAPONICUM 'TREE FORM'	LIGUSTRUM TREE	8" X 8", 8' HT. MIN.		M.T., 2" C.T., PRUNED
MG	36	MAGNOLIA GRANDIFLORA 'D.D. BLANCHARD' TM	D.D. BLANCHARD SOUTHERN MAGNOLIA	4" CAL., 16' HT. MIN.		
QS	8	QUERCUS SHUMARDII	SHUMARD RED OAK	4" CAL., 16' HT. MIN.		
QV	22	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	4" CAL., 16' HT. MIN.		
QV2	58	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	6" CAL., 16'-18' HT. MIN.		
SB	3	SALIX BABYLONICA	WEeping WILLOW	2.5" CAL., 10' HT. MIN.		
PALM TREES						
SP	17	SABAL PALMETTO	CABBAGE PALMETTO	VARY C.T. HT. 8'-16'		
SHRUBS						
AS	416	ACCA SELLOWIANA	PINEAPPLE GUAVA, FELIOA	36" HT. X 24" SP.	7 GAL.	36" o.c.
CVL	155	CALLISTEMON VIMINALIS 'LITTLE JOHN'	DWARF WEEPING BOTTLEBRUSH	18"-24" HT. X 18"-24" SP.	3 GAL.	36" o.c.
CME	84	CARISSA MACROCARPA 'EMERALD BLANKET'	DWARF NATAL FLUM	18" HT. X 18" SP.	7 GAL.	30" o.c.
MUC	224	MUHLENBERGIA CAPILLARIS	MULHY GRASS	12" HT. X 12" SP.	3 GAL.	36" o.c.
PTW	23	PITTOSPORIUM TOBIRA 'WHEELER'S DWARF'	DWARF PITTOSPORIUM	18"-24" HT. X 18"-24" SP.	7 GAL.	36" o.c.
SAT	23	SCHIEFFELERA ARBORICOLA 'TRINETTE'	SCHIEFFELERA	18"-24" HT. X 18"-24" SP.	7 GAL.	36" o.c.
TD	50	TRIPSACALUM DACTYLOIDES	FAKATACHEE GRASS	30" HT. X 30" SP.	7 GAL.	48" o.c.
VOS	224	VIBURNUM OBOVATUM 'SELECT'	WALTERS SELECT VIBURNUM	36" HT. X 24" SP.	7 GAL.	36" o.c.
VO	160	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	24" HT. X 24" SP.	3 GAL.	48" o.c.
GROUND COVERS						
AF	514	AGAPANTHUS AFRICANUS 'PETER PAN'	DWARF BLUE LILY OF THE NILE	10" HT. X 10" SP.	1 GAL.	24" o.c.
AE	166	ASPIDISTRA ELIATOR	CAST IRON PLANT	15" HT. X 15" SP.	3 GAL.	24" o.c.
DTV	123	DIANELLA TAMANICA 'VARIEGATA'	FLAX LILY	10" HT. X 10" SP.	1 GAL.	24" o.c.
EG	167	EVOLVULUS GLOMERATUS 'BLUE DAZE'	BRAZILIAN DWARF MORNING GLORY	8-10" HT. X 8-10" SP.	1 GAL.	18" o.c.
JCC	89	JUNIPERUS CONFERTA 'COMPACTA'	SHORE JUNIPER	8-10" HT. X 8-10" SP.	3 GAL.	30" o.c.
LME	245	LIRIOPE MUSCARI 'EMERALD GODDESS'	LIRIOPE	10" HT. X 10" SP.	1 GAL.	18" o.c.
LMV	29	LIRIOPE MUSCARI 'VARIEGATA'	VARIEGATED LILY TURF	8-10" HT. X 8-10" SP.	1 GAL.	18" o.c.
ND	318	NANDINA DOMESTICA	HEAVENLY BAMBOO	18" HT. X 18" SP.	1 GAL.	18" o.c.
RAD	44	RHODODENDRON AZALEA 'DUC DE ROHAN'	AZALEA	18" HT. X 18" SP.	3 GAL.	30" o.c.
RR	39	ROSA X 'RADRAZZ'	KNOCK OUT SHRUB ROSE	15" HT. X 15" SP.	3 GAL.	30" o.c.
TV	50	TULBAGHIA VIDJACEA	SOCIETY GARLIC	8-10" HT. X 8-10" SP.	1 GAL.	18" o.c.
ZF	45	ZAMIA FLORIDANA	COONTIE PALM	15" HT. X 15" SP.	3 GAL.	30" o.c.
SOD						
S4M	479,608 SF		SEED & MULCH			
PNA	82,367 SF	PASPALUM NOTATUM 'ARGENTINE'	BAHIA GRASS			
SSP	51,634 SF	STENOTAPHRUM SECUNDATUM 'FLORITAM'	ST. AUGUSTINE GRASS			



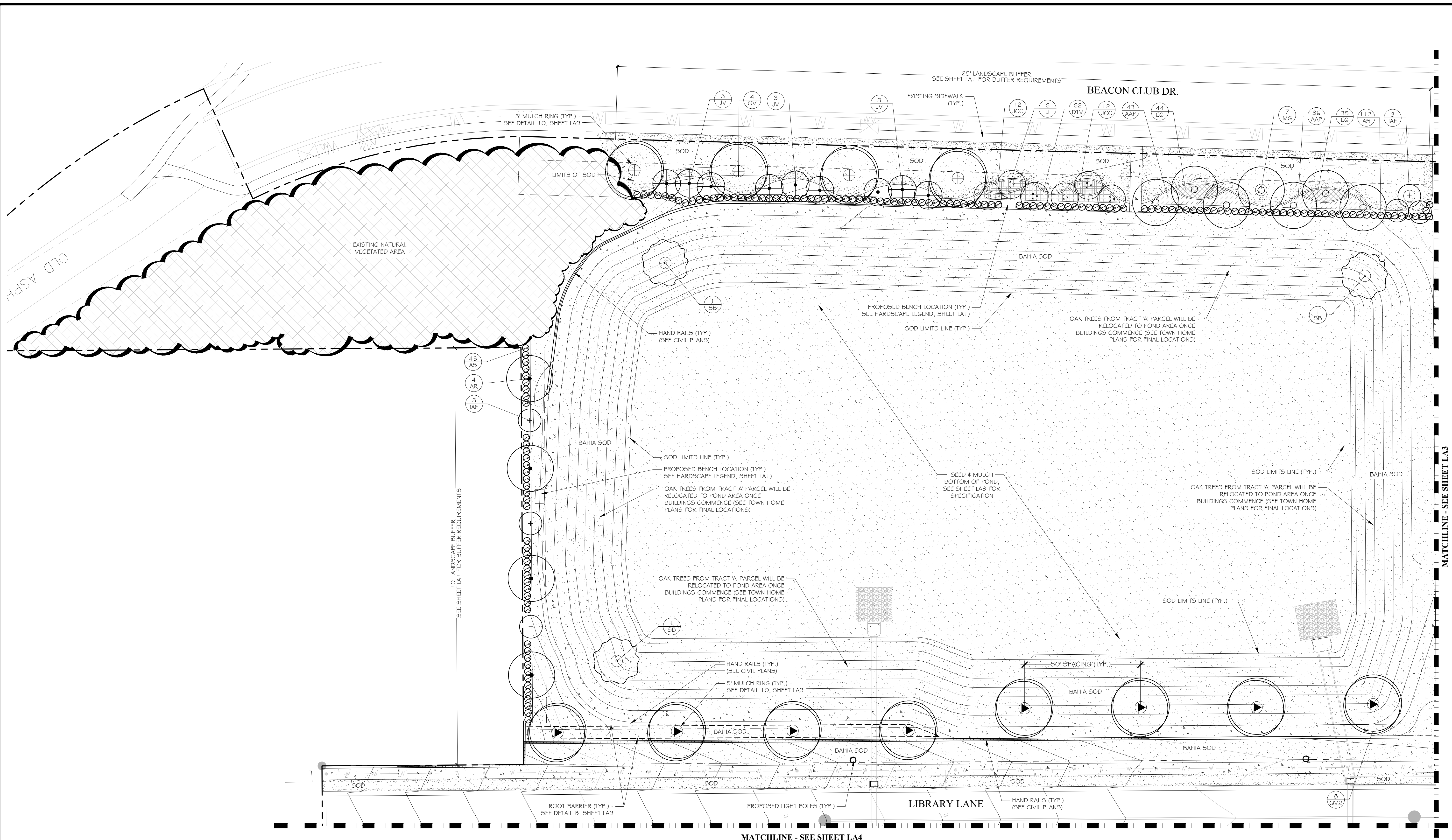
CIVIL ENGINEERING
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 ENVIRONMENTAL
 PLANNING
 TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS
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3	09-20-19	SMG	REVISED PER STAFF COMMENTS, DATED 8-20-19

DEBARY COMMERCIAL
17 ACRES
PRELIMINARY PLAN
LANDSCAPE PLAN & DETAILS

PROJECT NO: ZC 16070
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 DRAFTED BY: SMG
 CHECKED BY: JES

DRAWING FILE: 16070-LA
 XREFS: 16070BAS.DWG
 XREFS: 16070SURV.DWG



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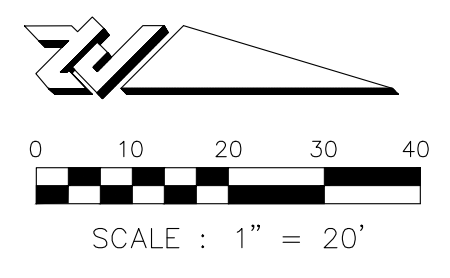
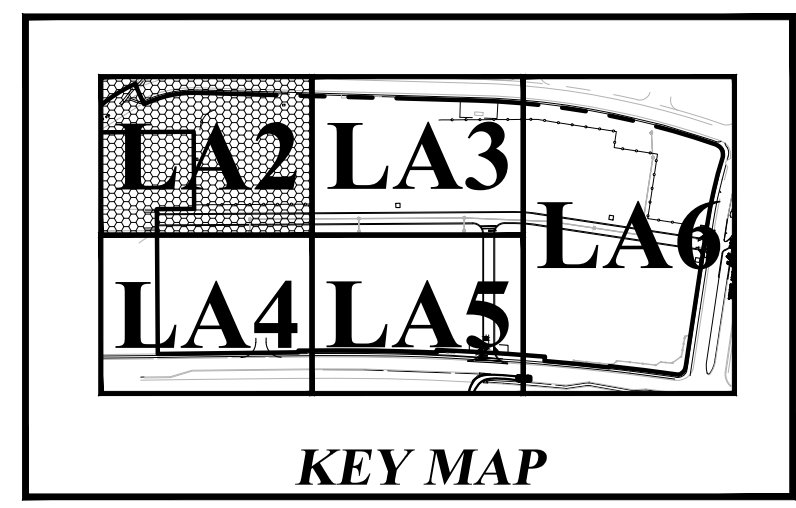
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SHEET: **LA2** OF 9

MATCHLINE - SEE SHEET LA4

MATCHLINE - SEE SHEET LA3

- LEGEND**
- EXISTING SPECIMEN TREE TO REMAIN
 - DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN
 - SPECIMEN TREE IDENTIFICATION NUMBER (SEE SHEET LA1 FOR TREE DATA)
 - ESTIMATED DRIP LINE (1" D.B.H. = 1' RADIUS)
 - PROPOSED LIGHT POLES



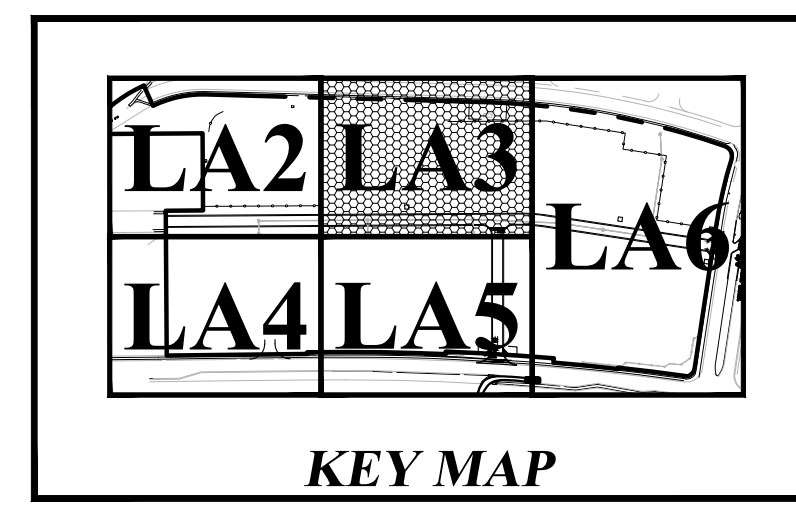
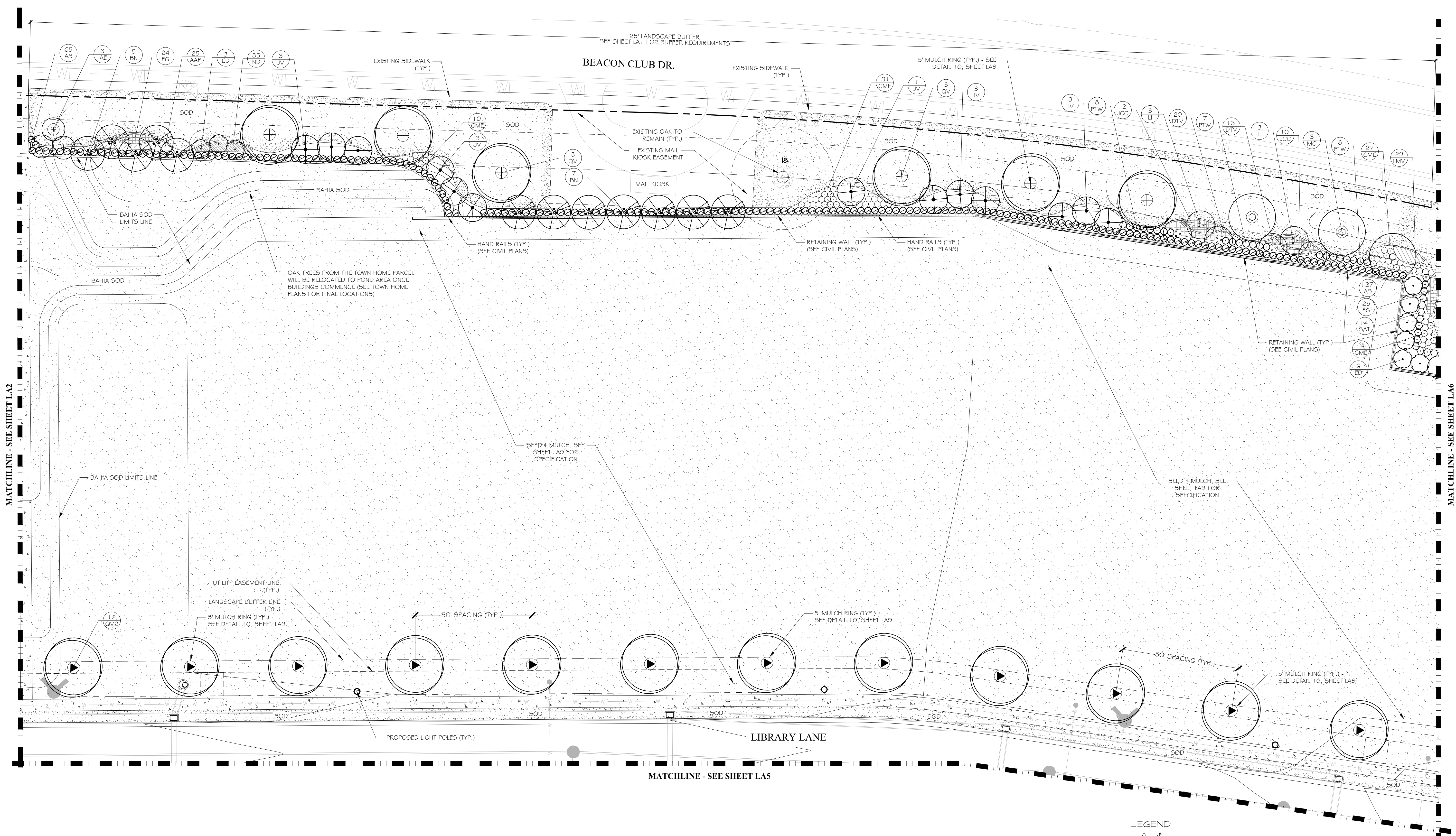
VOLUISIA COUNTY, FLORIDA
CITY OF DEBARY

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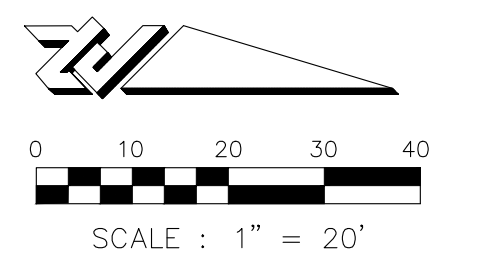
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DEBARY COMMERCIAL
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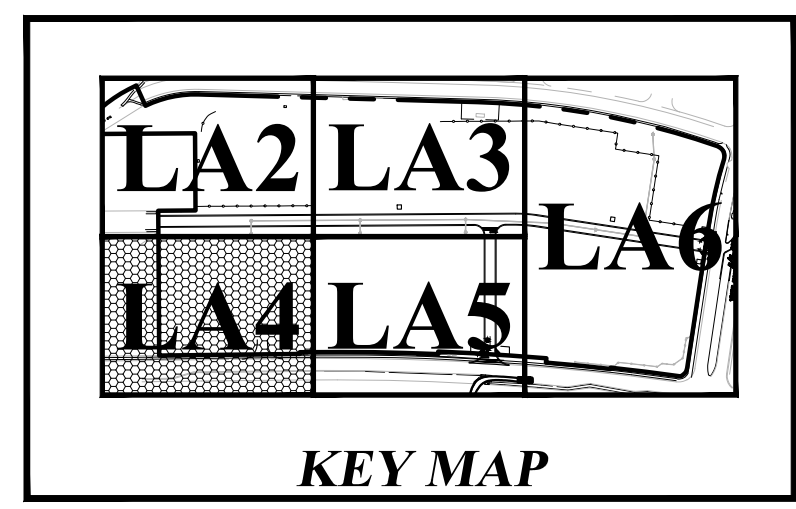
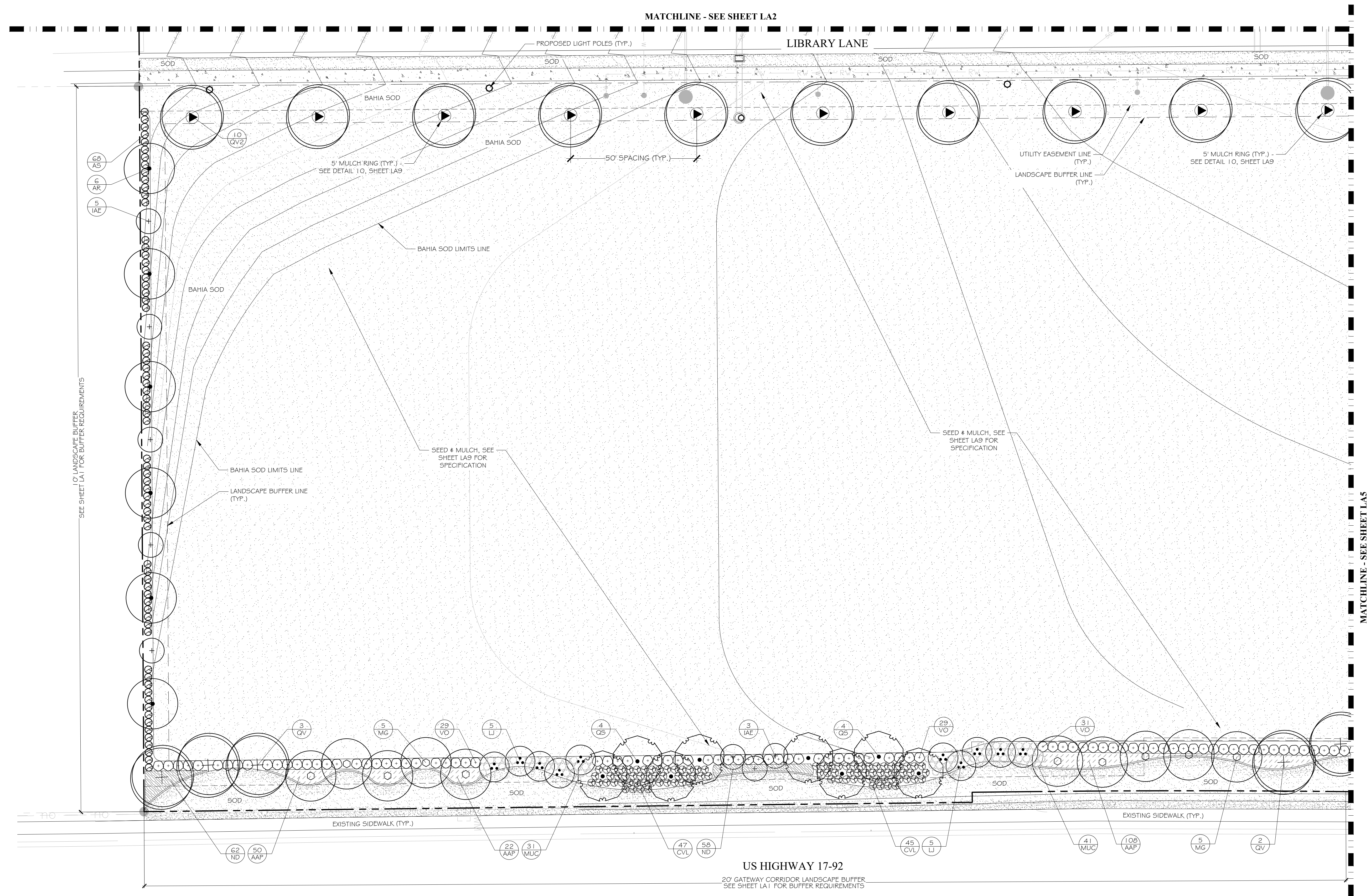
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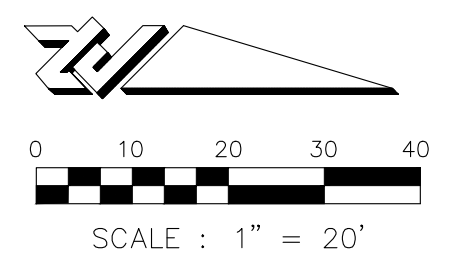
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JAKE STEHR, P.L.A. 0687462
 NOT VALID WITHOUT SEAL

SHEET: **LA4** OF 9



- LEGEND**
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MATCHLINE - SEE SHEET LA3

LIBRARY LANE

PROPOSED LIGHT POLES (TYP.)

PROPOSED LIGHT POLES (TYP.)

UTILITY EASEMENT LINE (TYP.)
 LANDSCAPE BUFFER LINE (TYP.)

UTILITY EASEMENT LINE (TYP.)
 LANDSCAPE BUFFER LINE (TYP.)

5' MULCH RING (TYP.) - SEE
 DETAIL 10, SHEET LA9
 UTILITY EASEMENT LINE (TYP.)
 LANDSCAPE BUFFER LINE (TYP.)

BAHIA SOD LIMITS
 LINE (TYP.)

SEED & MULCH, SEE
 SHEET LA9 FOR
 SPECIFICATION

SEED & MULCH, SEE
 SHEET LA9 FOR
 SPECIFICATION

PROPOSED LIGHT POLES (TYP.)

5' MULCH RING (TYP.) - SEE
 DETAIL 10, SHEET LA9
 UTILITY EASEMENT LINE (TYP.)
 LANDSCAPE BUFFER LINE (TYP.)

EXISTING OAKS
 TO REMAIN (TYP.)

SIGN
 EASEMENT
 (TYP.)

MULCHED AREA
 LANDSCAPE BUFFER LINE (TYP.)

EXISTING SIDEWALK (TYP.)

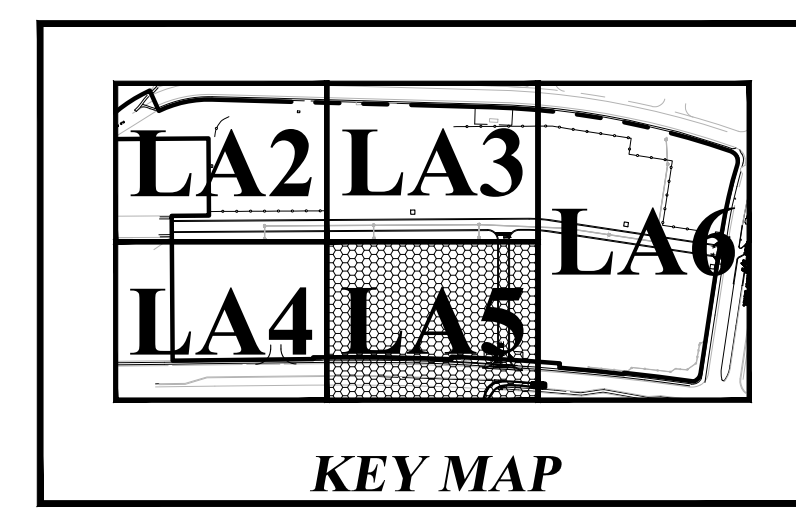
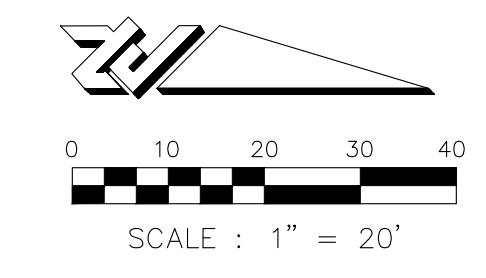
EXISTING SIDEWALK (TYP.)

US HIGHWAY 17-92

20' GATEWAY CORRIDOR LANDSCAPE BUFFER
 SEE SHEET LA1 FOR BUFFER REQUIREMENTS

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MATCHLINE - SEE SHEET LA4

MATCHLINE - SEE SHEET LA6

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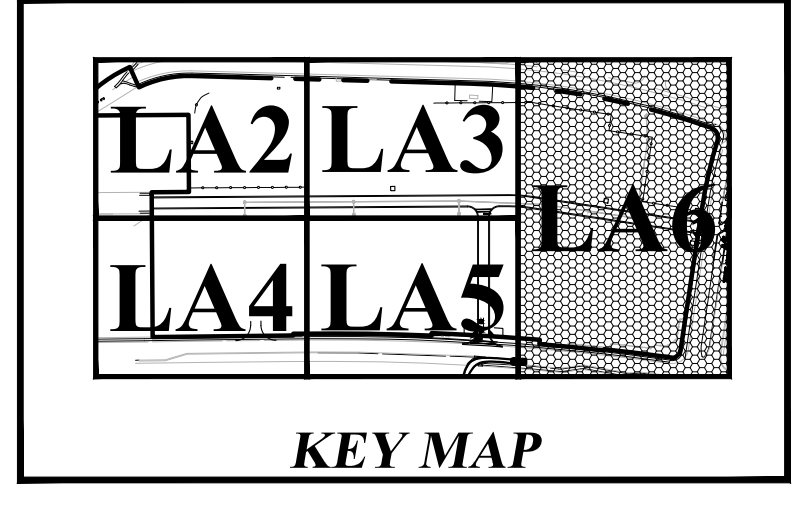
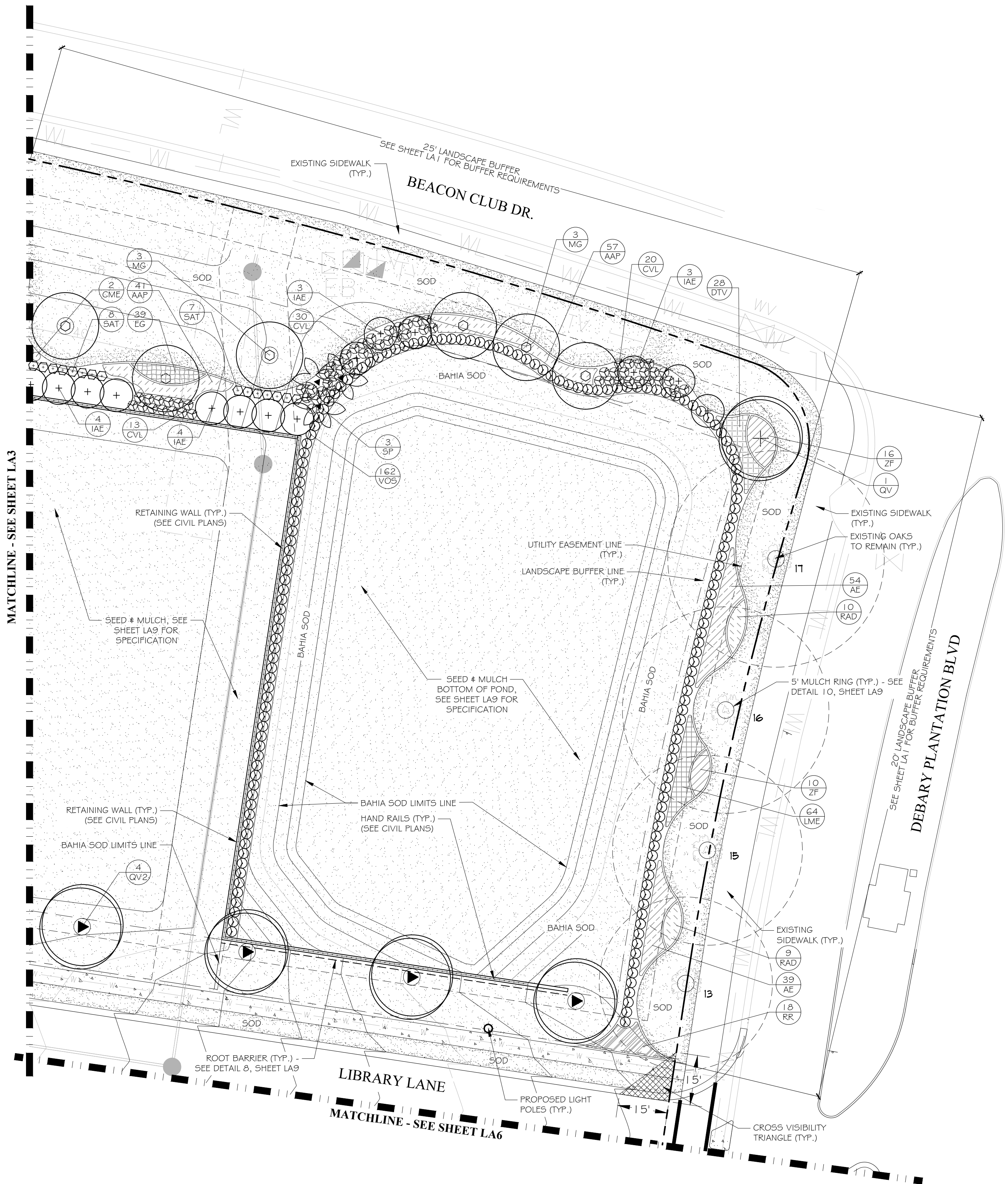
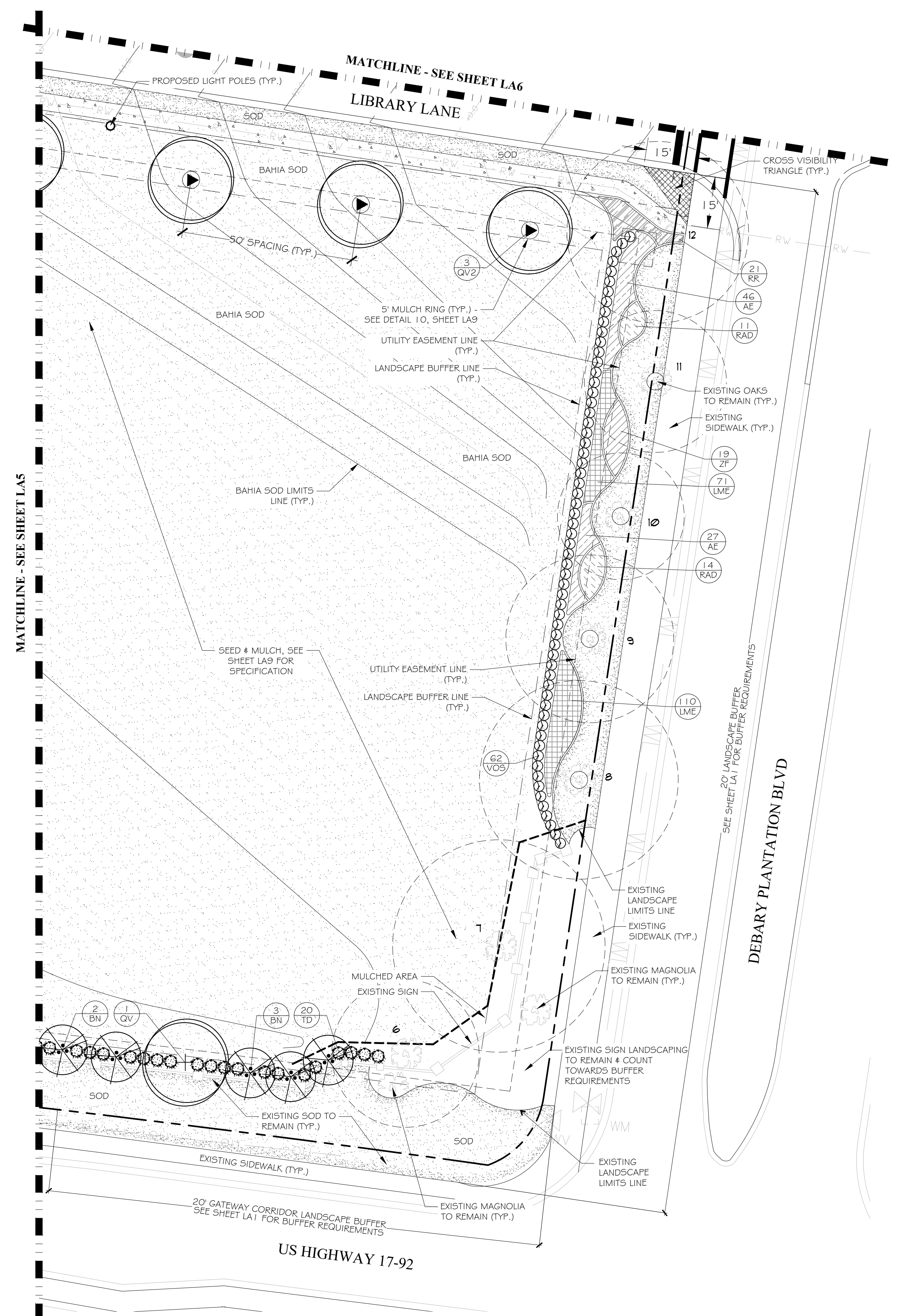
**DEBARY COMMERCIAL
 17 ACRES
 PRELIMINARY PLAT
 LANDSCAPE PLAN & DETAILS**

CITY OF DEBARY VOLUSIA COUNTY, FLORIDA

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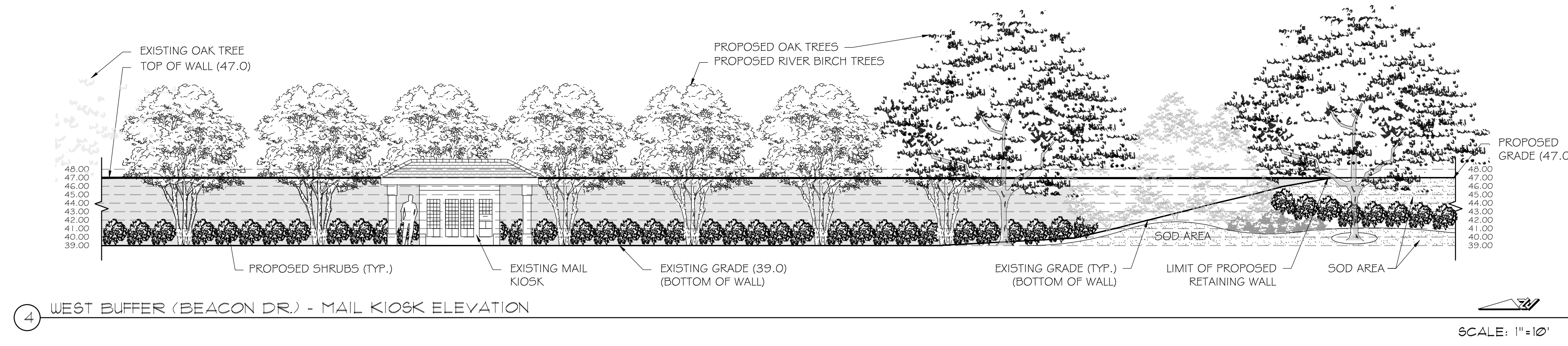
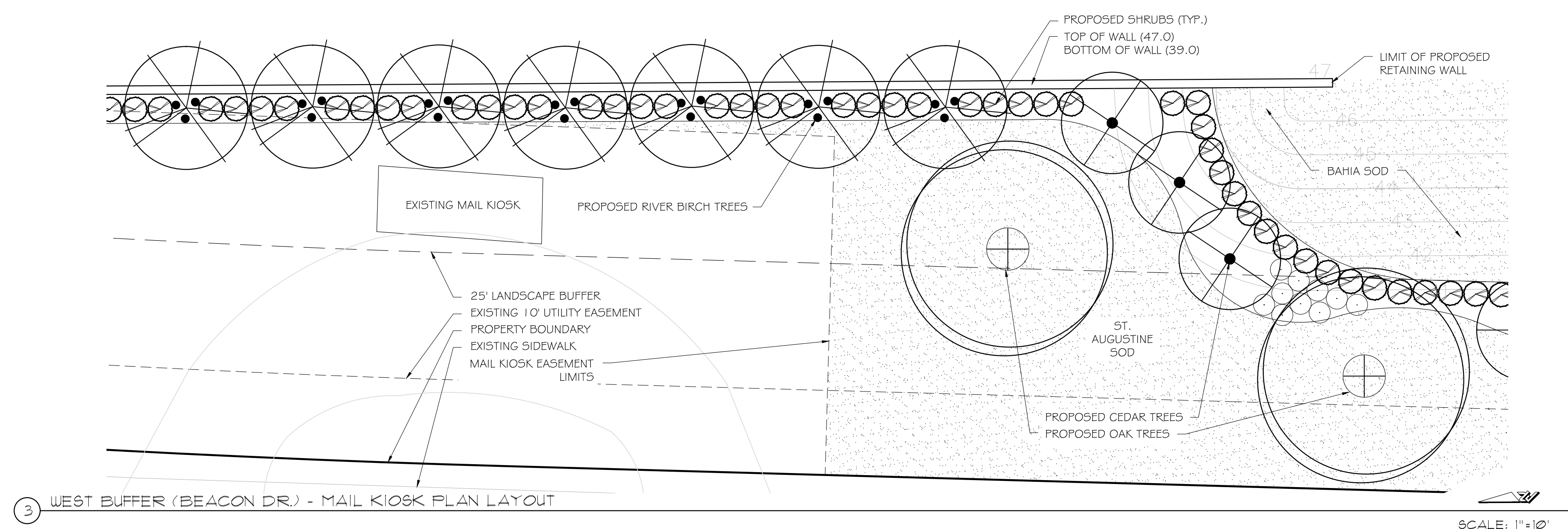
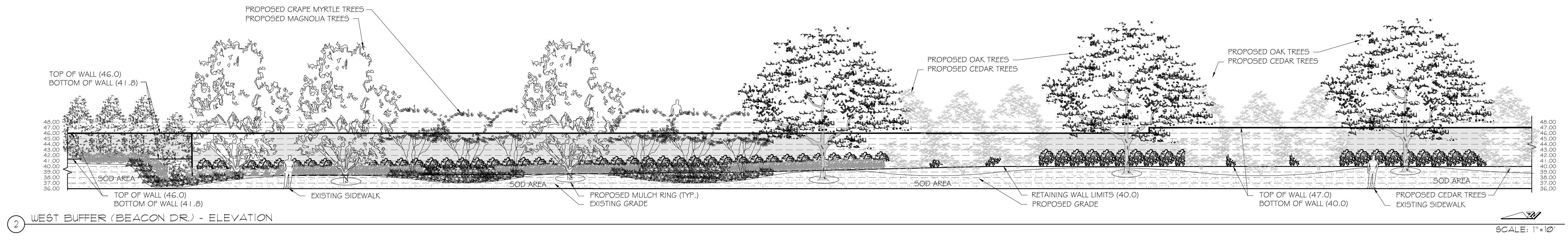
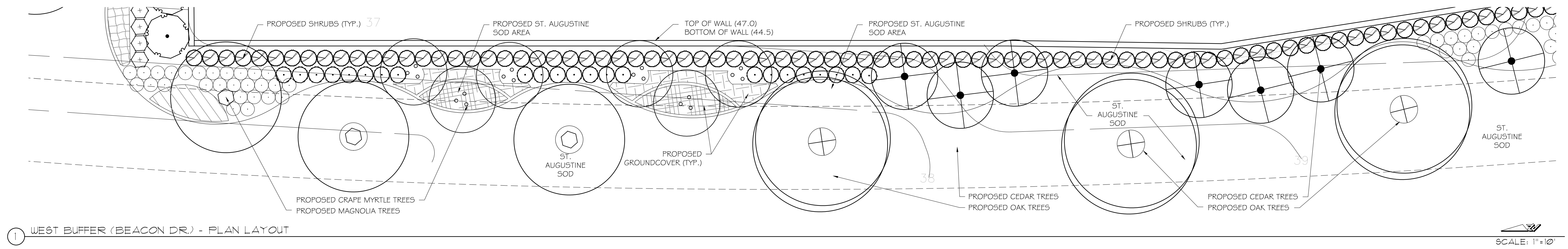
SHEET: **LA6** OF 9



LEGEND

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- PROPOSED LIGHT POLES

SCALE : 1" = 20'



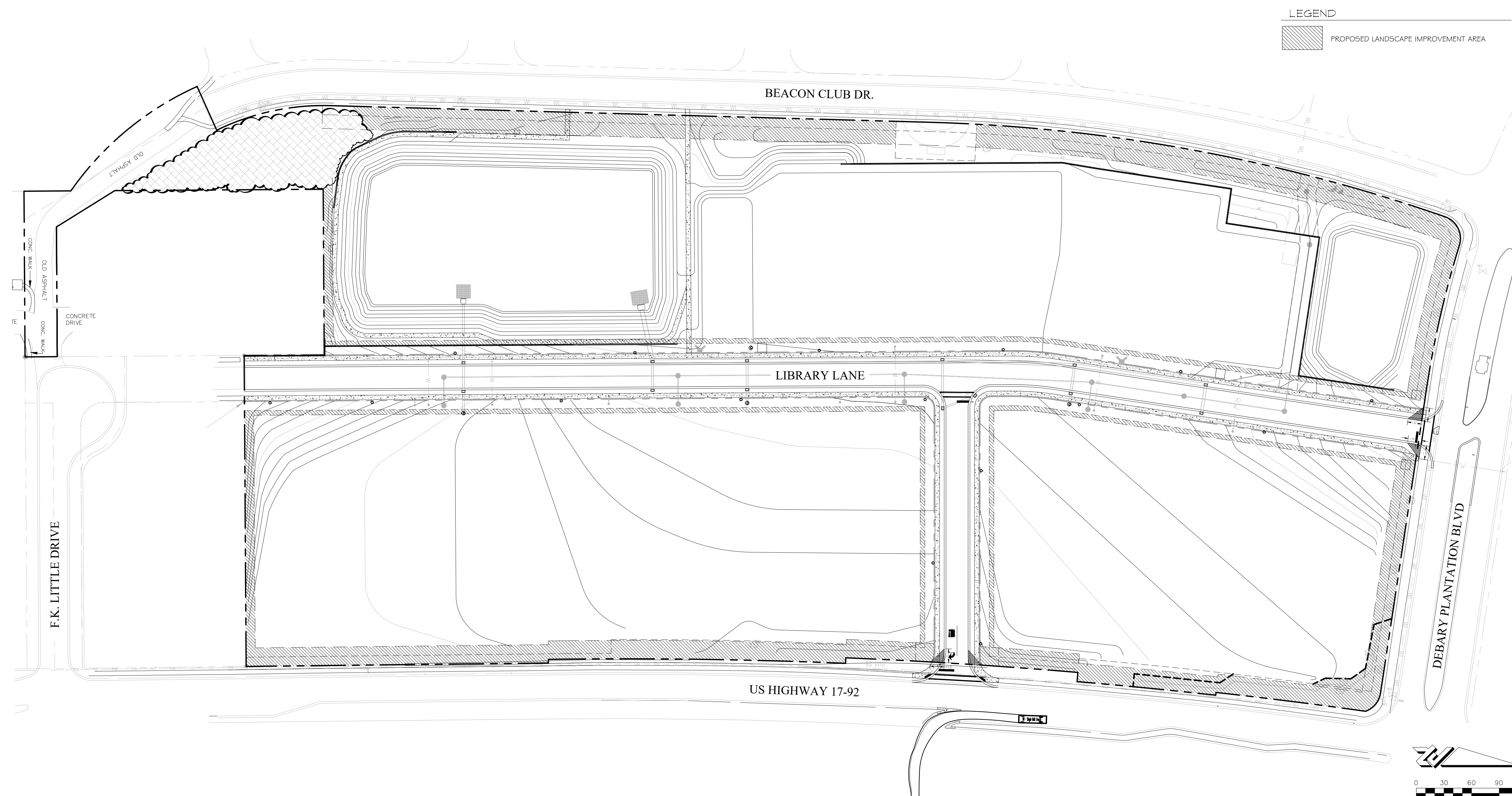
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LEGEND
 PROPOSED LANDSCAPE IMPROVEMENT AREA



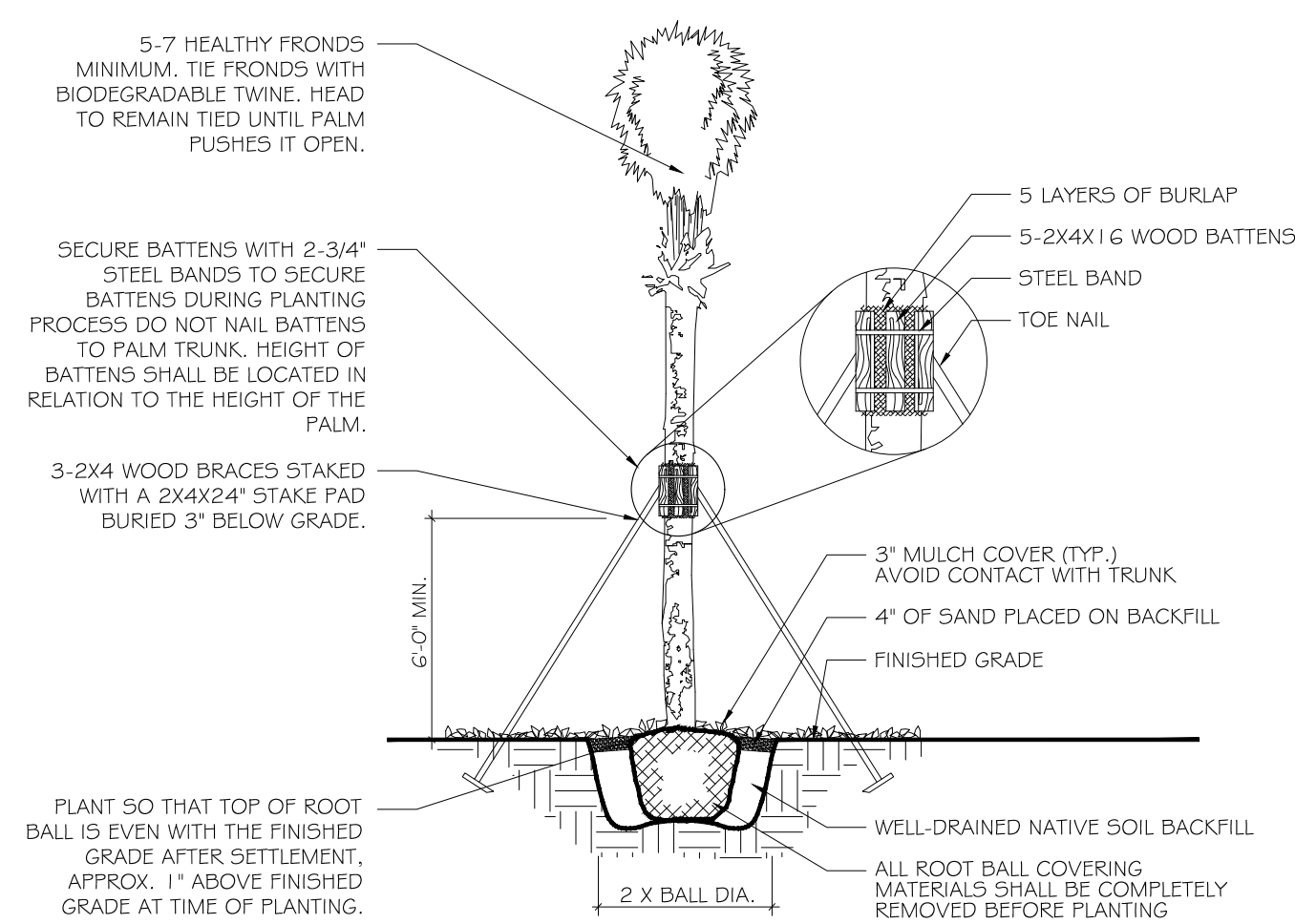
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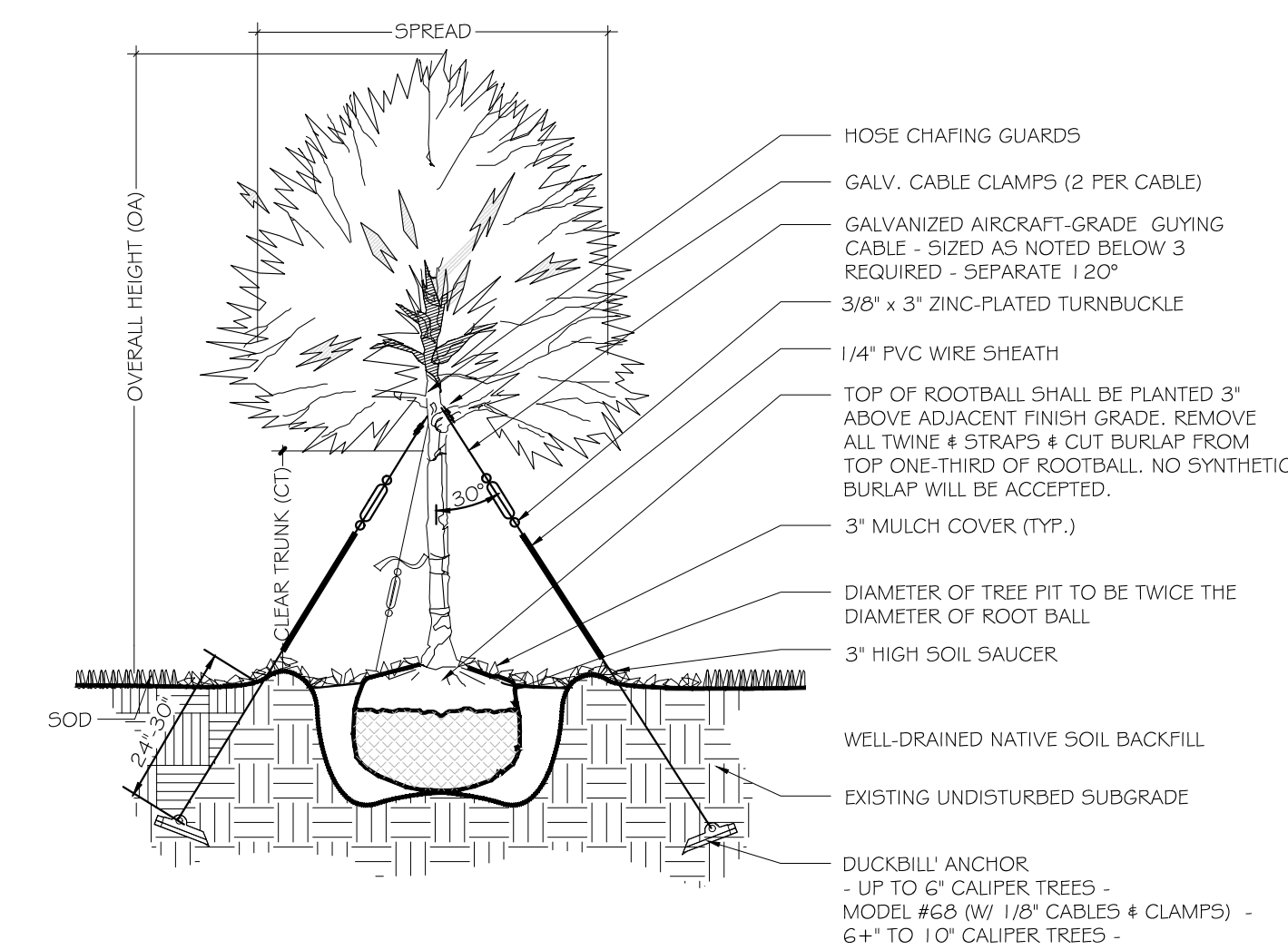
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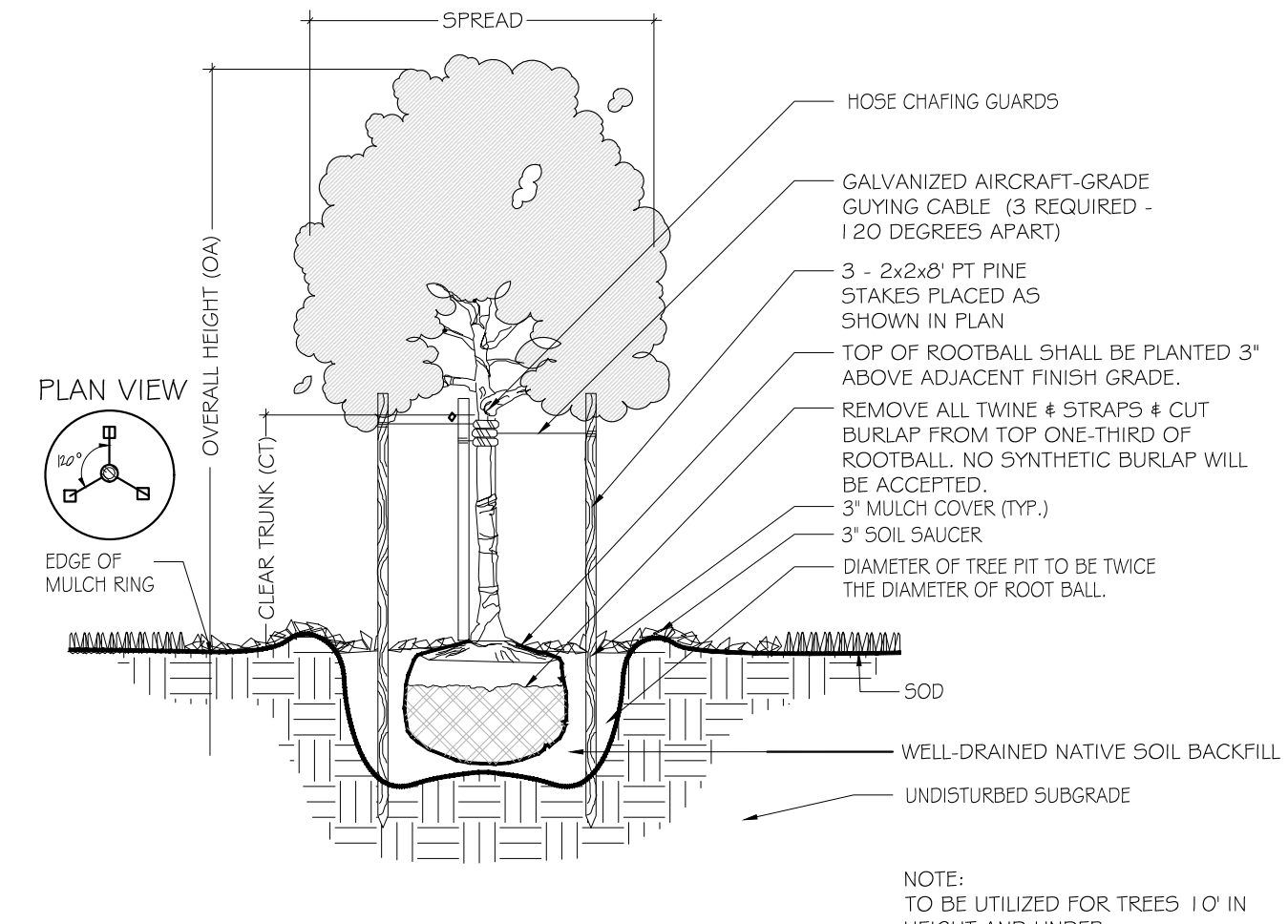
CITY OF DEBARY
 VOLUISIA COUNTY, FLORIDA



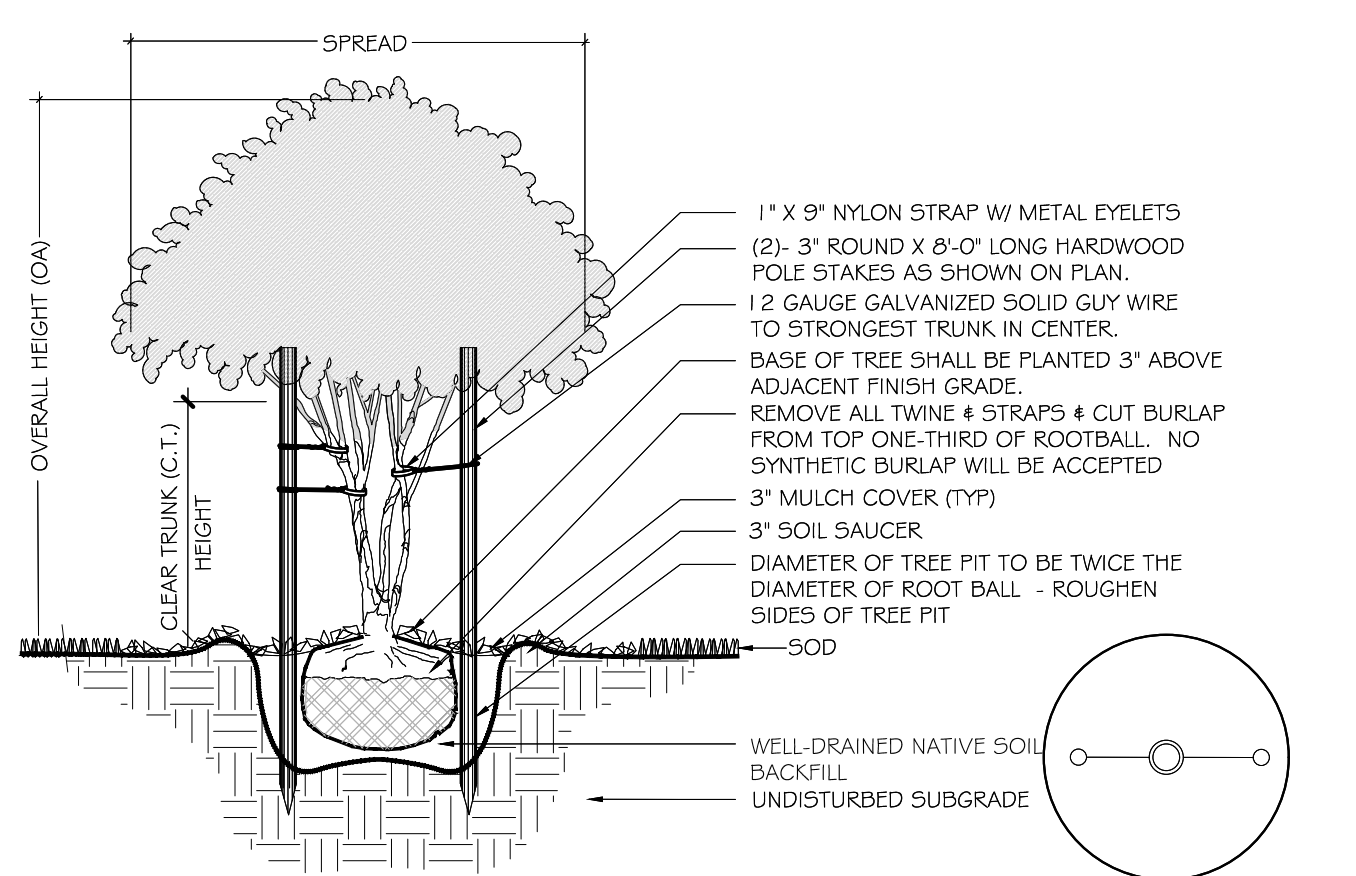
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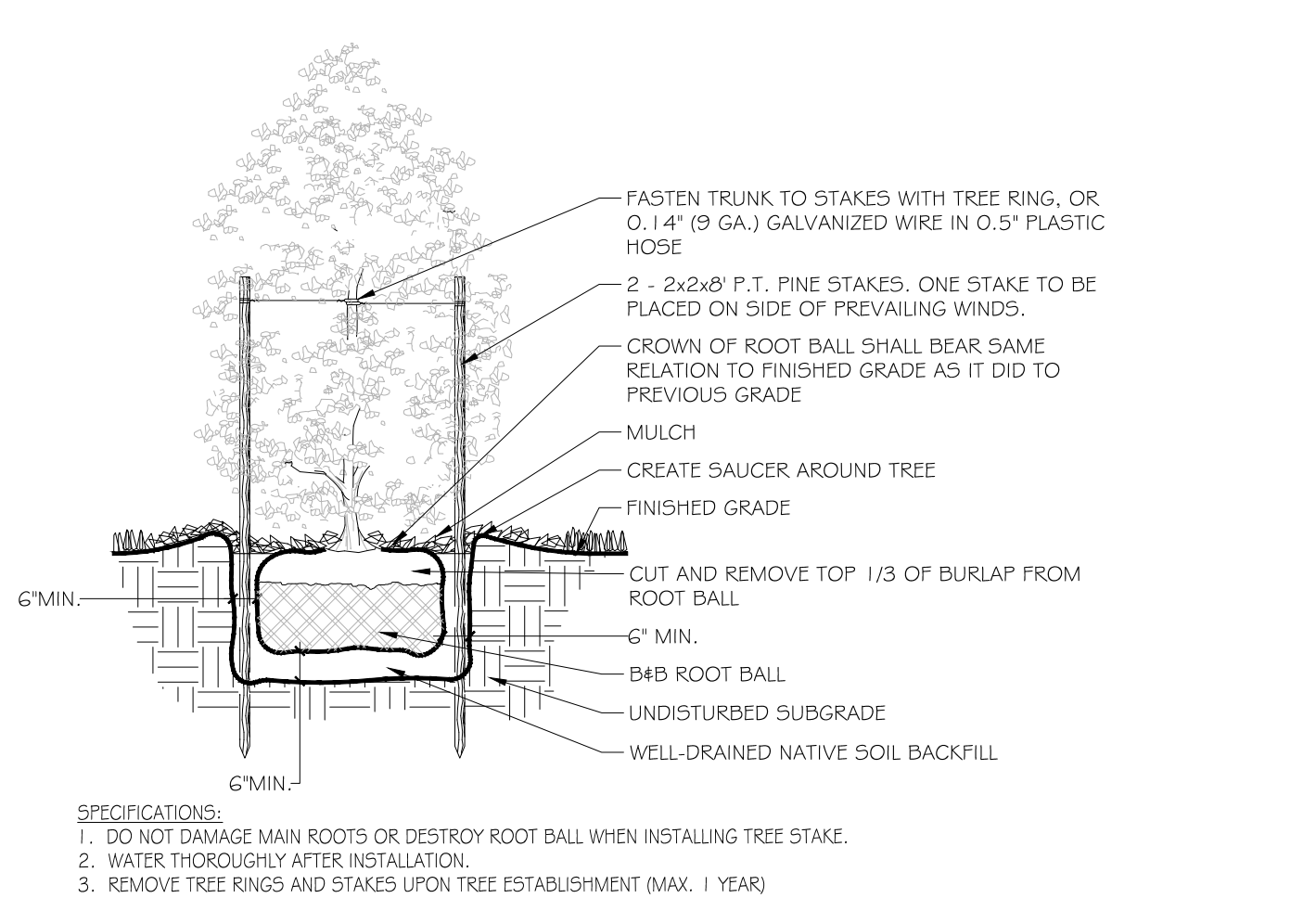
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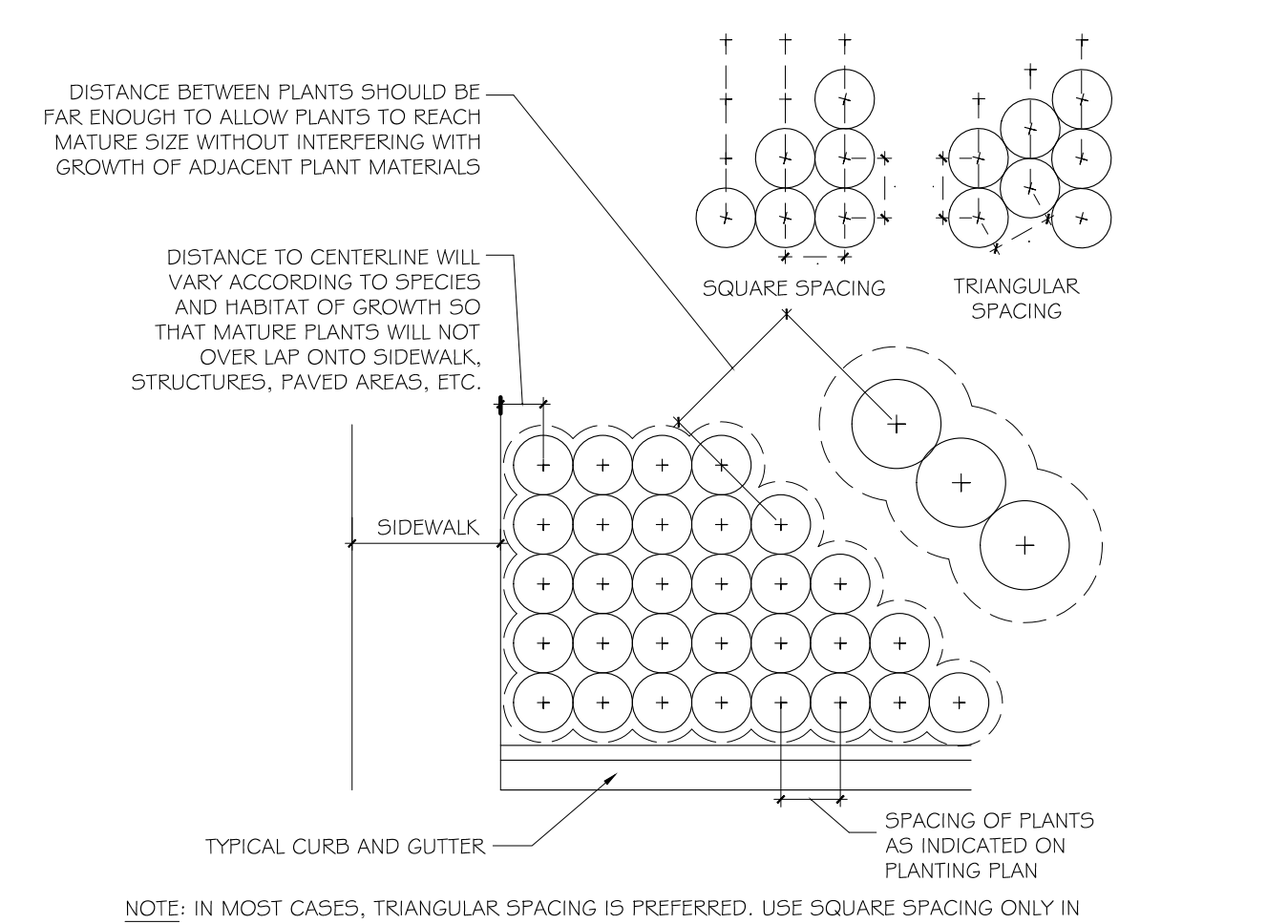
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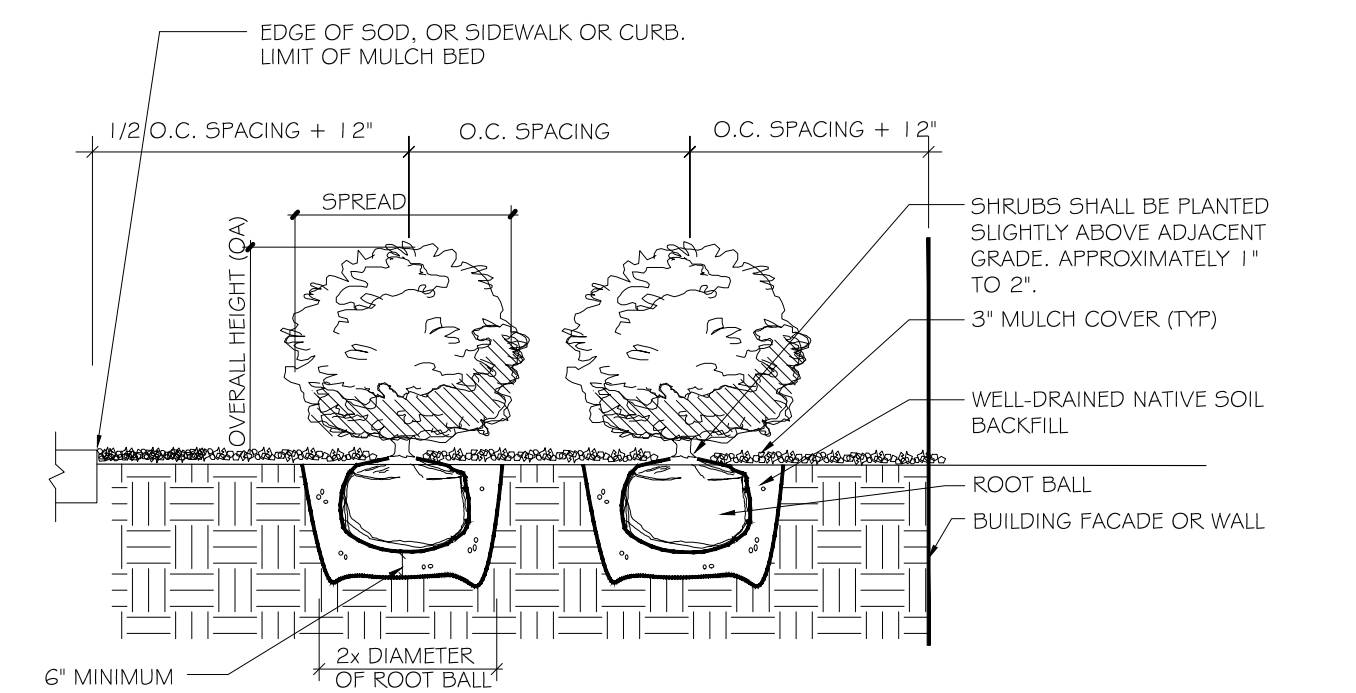
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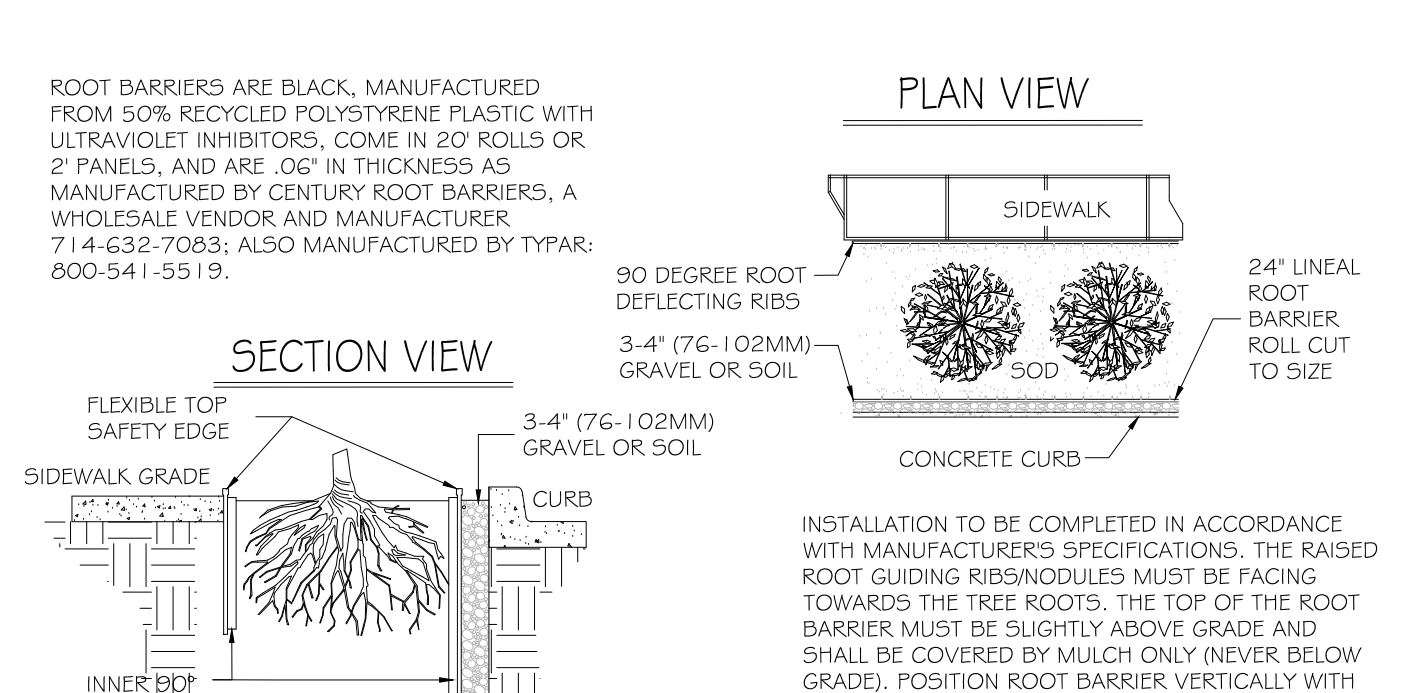
5. FULL TO GROUND TREE PLANTING DETAIL SCALE: N.T.S.



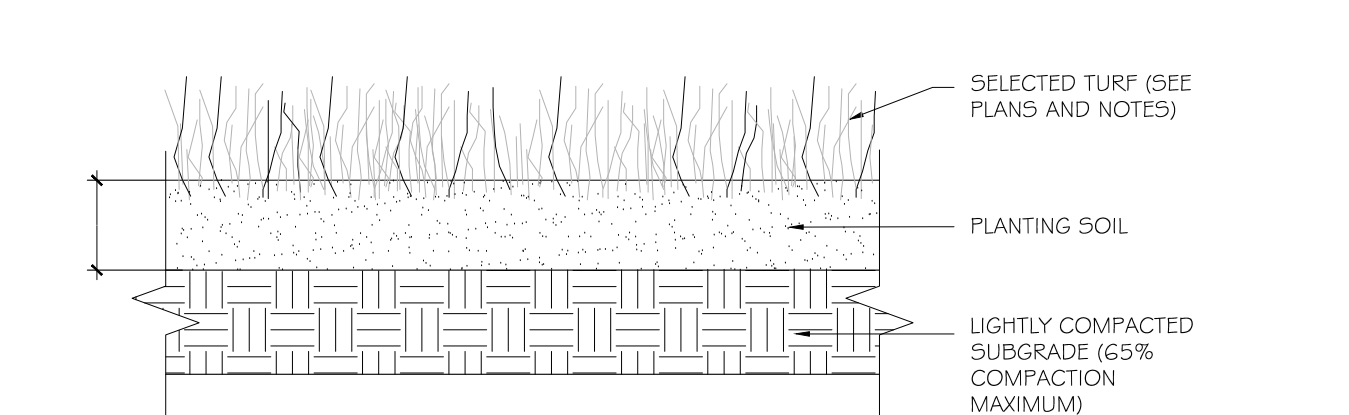
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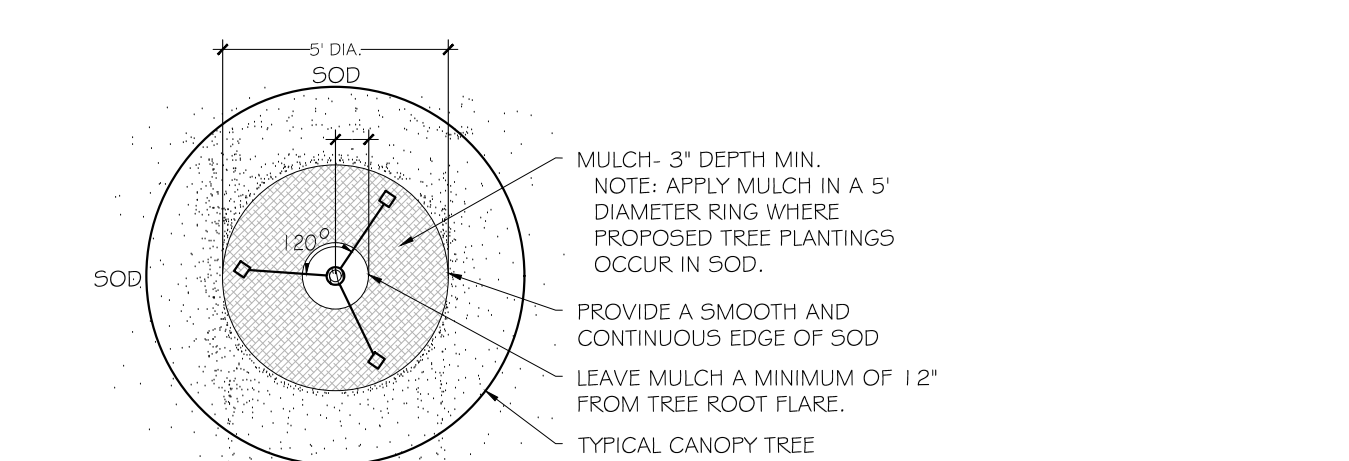
7. SHRUB PLANTING DETAIL SCALE: N.T.S.



8. ROOT BARRIER DETAIL (LINEAR APPLICATION) SCALE: N.T.S.



9. TURF PLANTING DETAIL SCALE: N.T.S.



10. TREE MULCHING DETAIL IN SOD AREAS SCALE: N.T.S.

SEED & MULCH SPECIFICATIONS

- SPRING/SUMMER SEEDING MIX (FROM MARCH THROUGH OCTOBER)
 - PENSACOLA BAHIA @ 60% OF SEED MIX = 36 LBS/ACRE
 - COMMON BERMUDA @ 20% OF SEED MIX = 12 LBS/ACRE
 - BROWN TOP MILLET @ 20% OF SEED MIX = 12 LBS/ACRE
 - FALL/WINTER SEEDING MIX (FROM NOVEMBER THROUGH FEBRUARY)
 - PENSACOLA BAHIA @ 60% OF SEED MIX = 36 LBS/ACRE
 - COMMON BERMUDA @ 20% OF SEED MIX = 12 LBS/ACRE
 - ANNUAL RYE @ 20% OF SEED MIX = 60 LBS/ACRE
 - MULCH MATERIAL SPECIFICATIONS
 - MULCH MATERIAL IS TYPICALLY STRAW OR HAY THAT IS CUT INTO THE SEEDED AREA AT THE RATE OF THIRTY (30) BALES OF STRAW OR HAY PER ACRE.
- NOTE: CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING SEEDED AREA AFTER FIRST APPLICATION TO ASSURE THE TOP ONE (1) INCH OF SOIL IS MOIST. CONTRACTOR SHALL RE-INSPECT SEEDED AREA (MINIMUM OF THREE (3) TIMES WEEKLY), AND WATER AS NECESSARY TO ASSURE SURVIVABILITY. IF THERE ARE AREAS IN DECLINE THE CONTRACTOR SHALL BE RESPONSIBLE FOR RE-APPLICATION OF SEED TO FAILED AREAS.

LANDSCAPE SPECIFICATIONS

- FLORIDA #1: ALL PLANT MATERIAL SHALL BE GRADE FLORIDA NO. 1 OR BETTER IN QUALITY AS DESIGNATED IN THE MOST RECENT PUBLICATION OF 'GRADES AND STANDARDS FOR NURSERY PLANTS', PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
- EXISTING PLANTS: IF EXISTING LANDSCAPING INTERFERES WITH PROPOSED PLANTINGS SHOWN ON PLAN, THE EXISTING LANDSCAPING IS TO BE REMOVED IN FAVOR OF THE NEW PLANTINGS, UNLESS OTHERWISE INDICATED. IF THE EXISTING VEGETATION IS INTENDED TO REMAIN, THE PROPOSED LANDSCAPING SHALL BE LOCATED AS CLOSE AS POSSIBLE TO ITS INTENDED LOCATION.
- MULCH: ALL PLANTING BEDS SHALL BE TOP DRESSED WITH 3\"/>

IRRIGATION NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING 'REDLINED' MARK-UPS OF THE IRRIGATION IMPROVEMENTS AND PROVIDE TO THE LANDSCAPE ARCHITECT.
- AN AUTOMATIC TIME CONTROLLED IRRIGATION SYSTEM WITH A RAIN SENSOR SHALL BE INSTALLED TO PROVIDE 100% HEAD TO HEAD COVERAGE OF ALL NEW PLANTINGS. IRRIGATION PLAN SHALL BE PROVIDED UPON SUBSTANTIAL SITE PLAN APPROVAL.



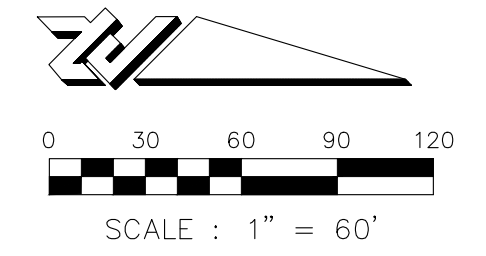
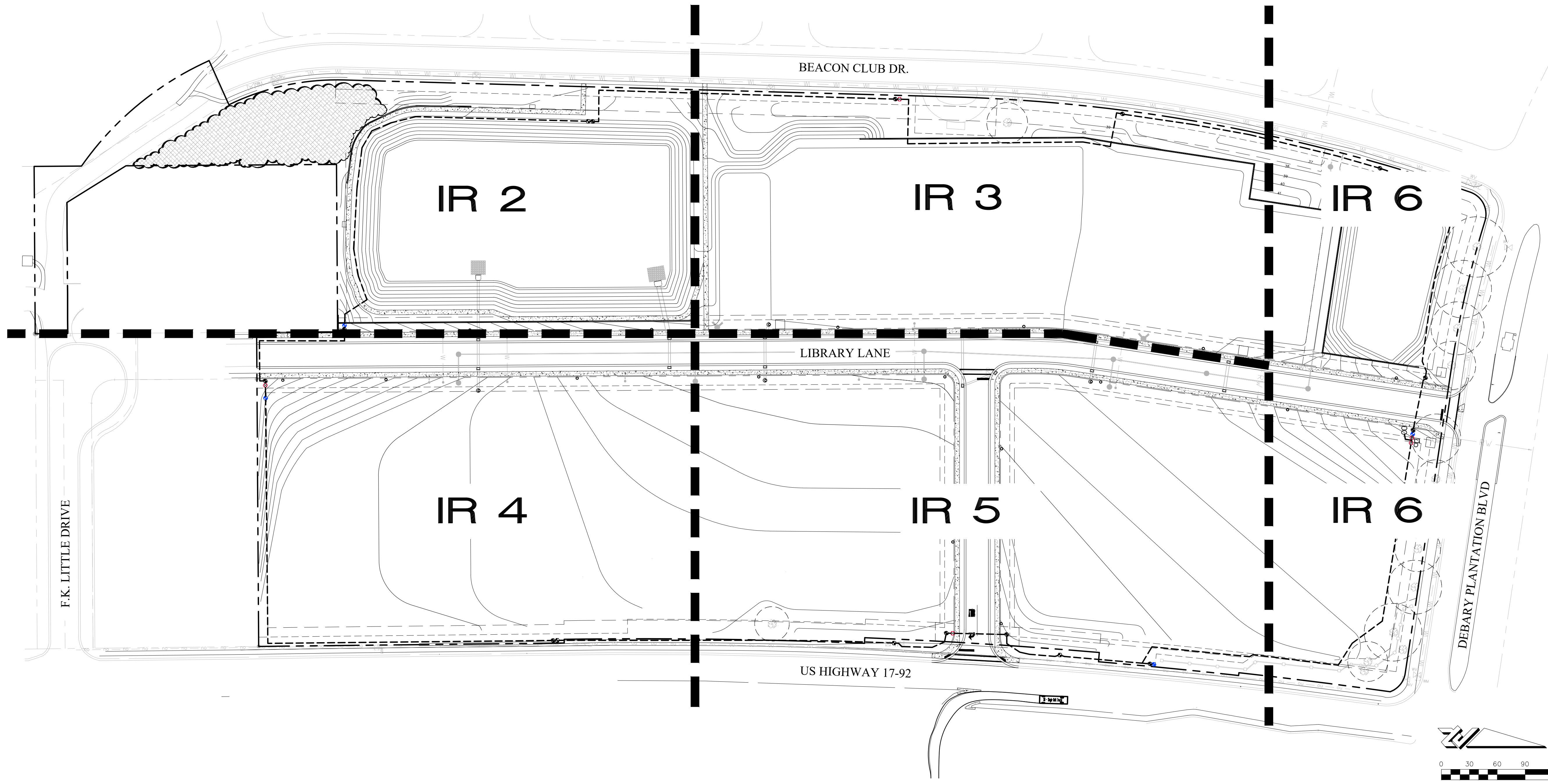
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS/REVISIONS
1	7-10-19	SMG	ISSUED PER STAFF COMMENTS, DATED 6-25-19
2	9-20-19	SMG	REVISED PER STAFF COMMENTS, DATED 8-20-19

DEBARY COMMERCIAL
17 ACRES
PRELIMINARY PLAN
LANDSCAPE PLAN & DETAILS

PROJECT NO: ZC 16070
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: JES

DRAWING FILE: 16070-LA
XREFS: 16070BAS.DWG
XREFS: 16070SURV.DWG



**ZEV COHEN
& ASSOCIATES, INC.**
10000 BEACH, FL 33134, C
 WWW.ZEVCOHEN.COM

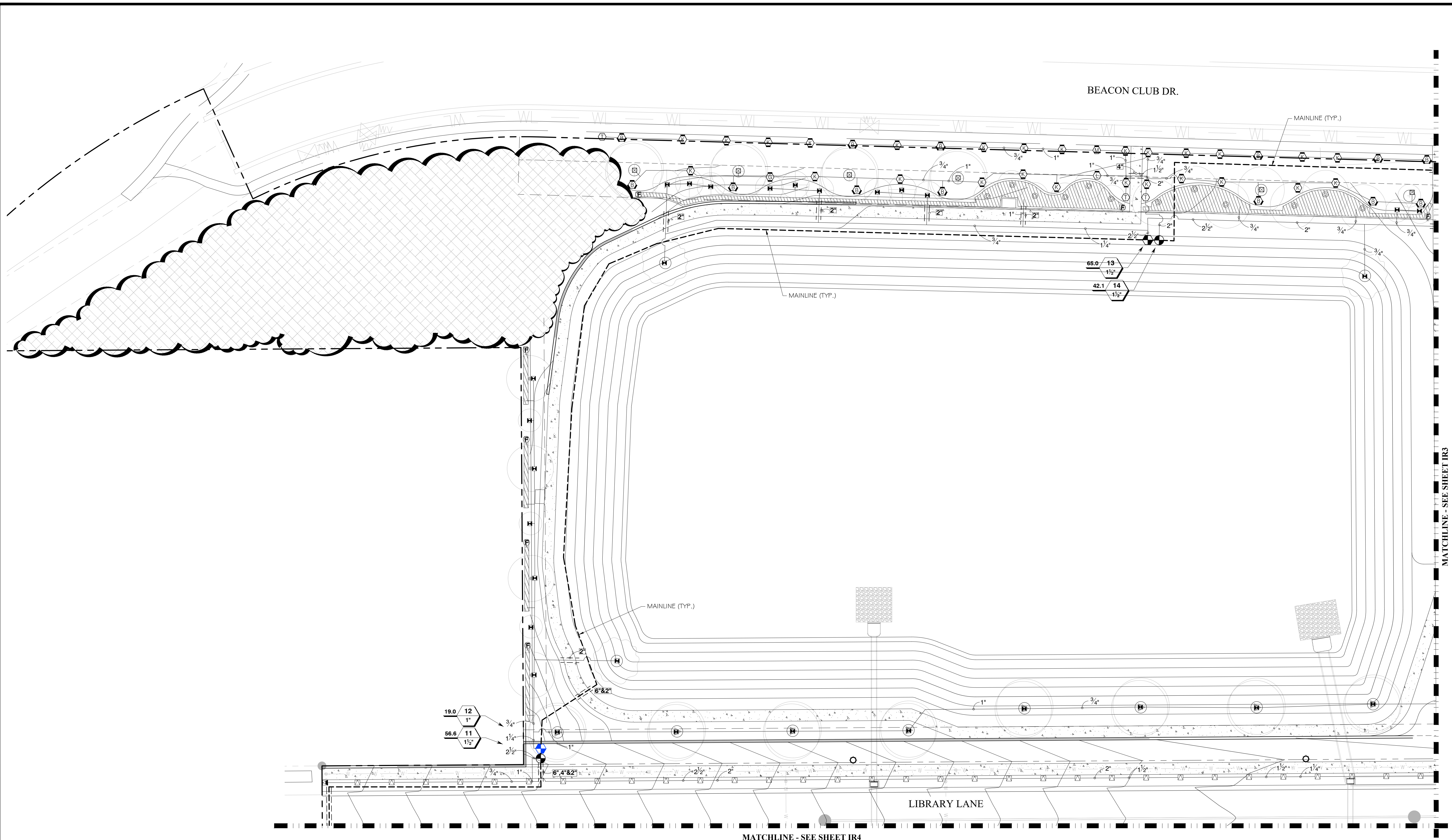
CIVIL ENGINEERING
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NO.	DATE	BY	SUBMITTALS / REVISIONS
3.	9-20-19	SMG	REVISED PER STAFF COMMENTS, DATED 8-20-19

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CITY OF DEBARY
 VOLUISIA COUNTY, FLORIDA



CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
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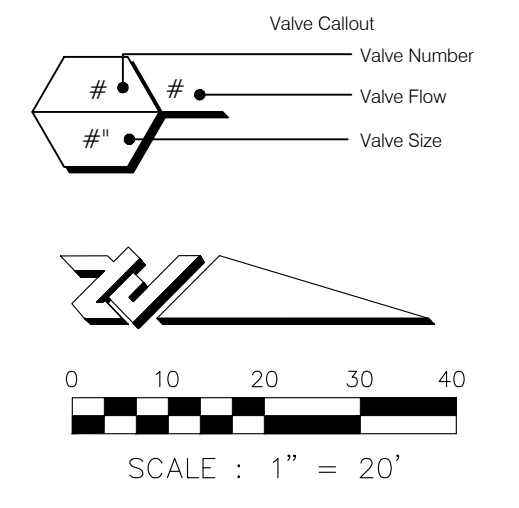
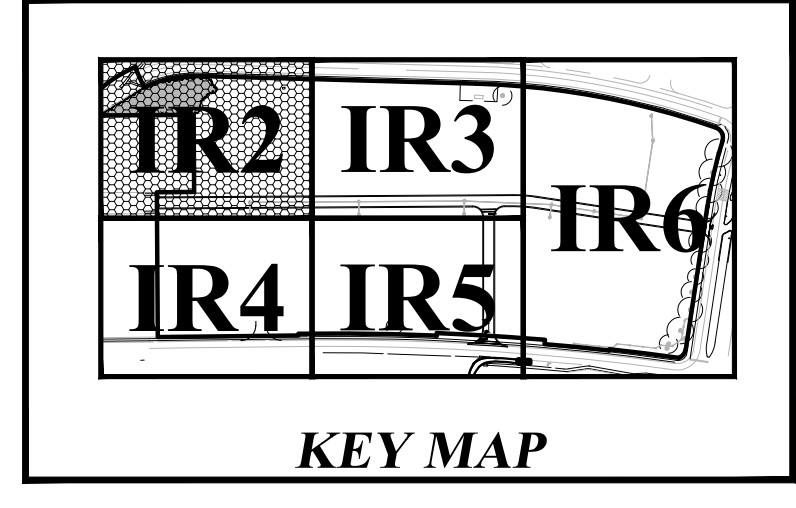
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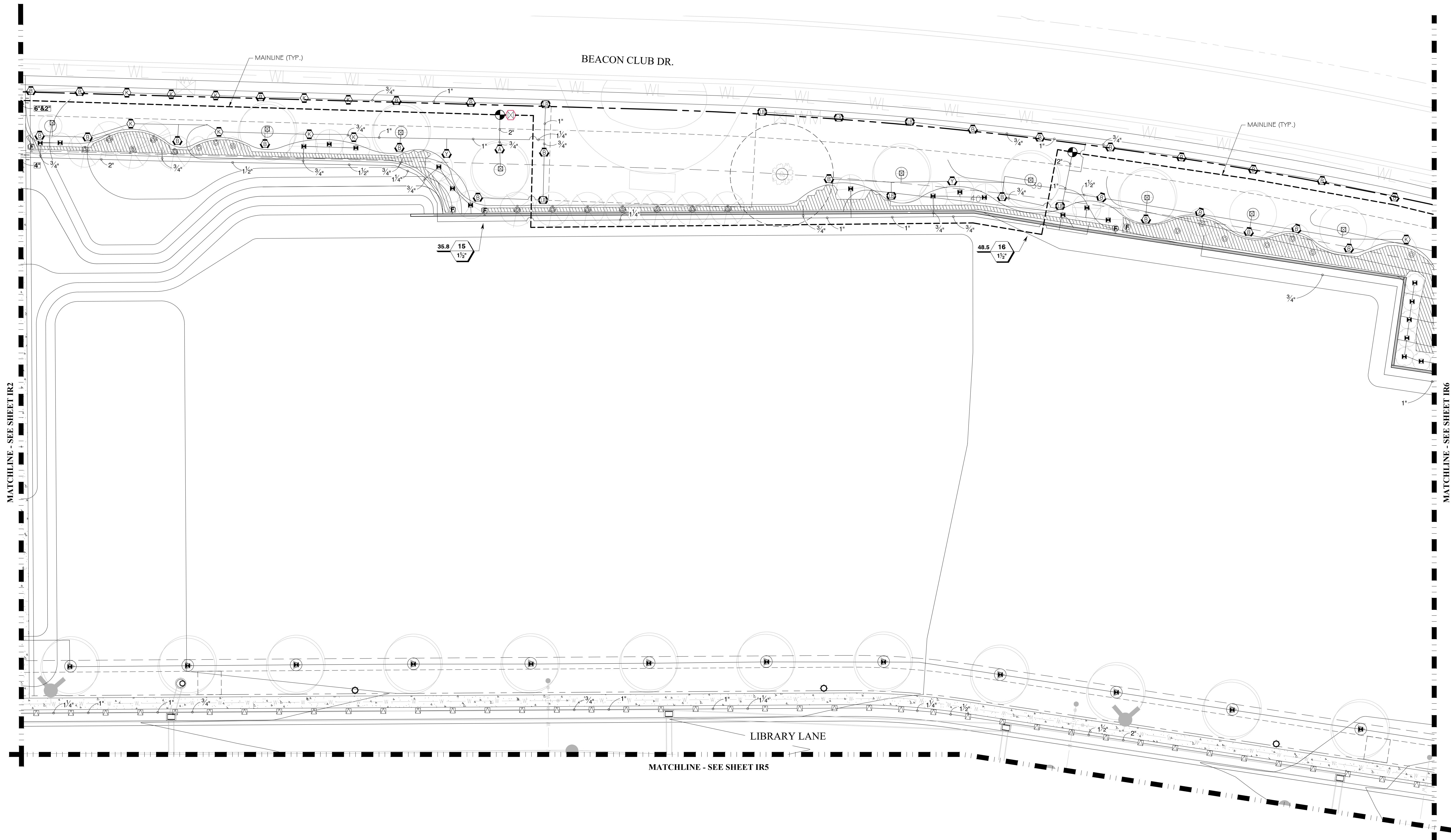
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MATCHLINE - SEE SHEET IR2

MATCHLINE - SEE SHEET IR6

MATCHLINE - SEE SHEET IR5



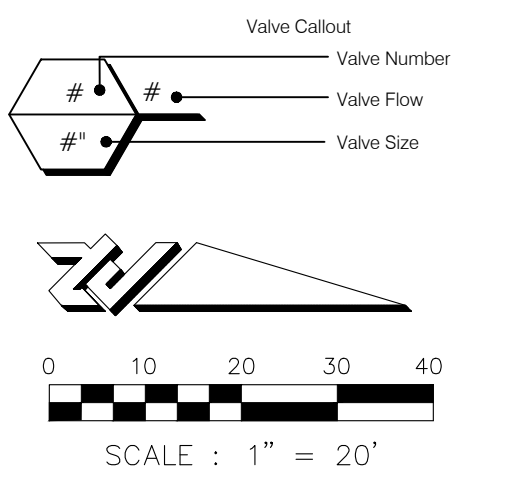
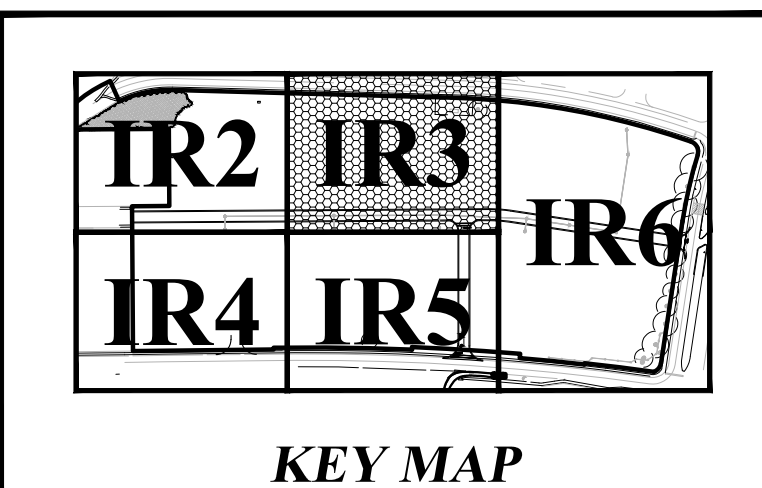
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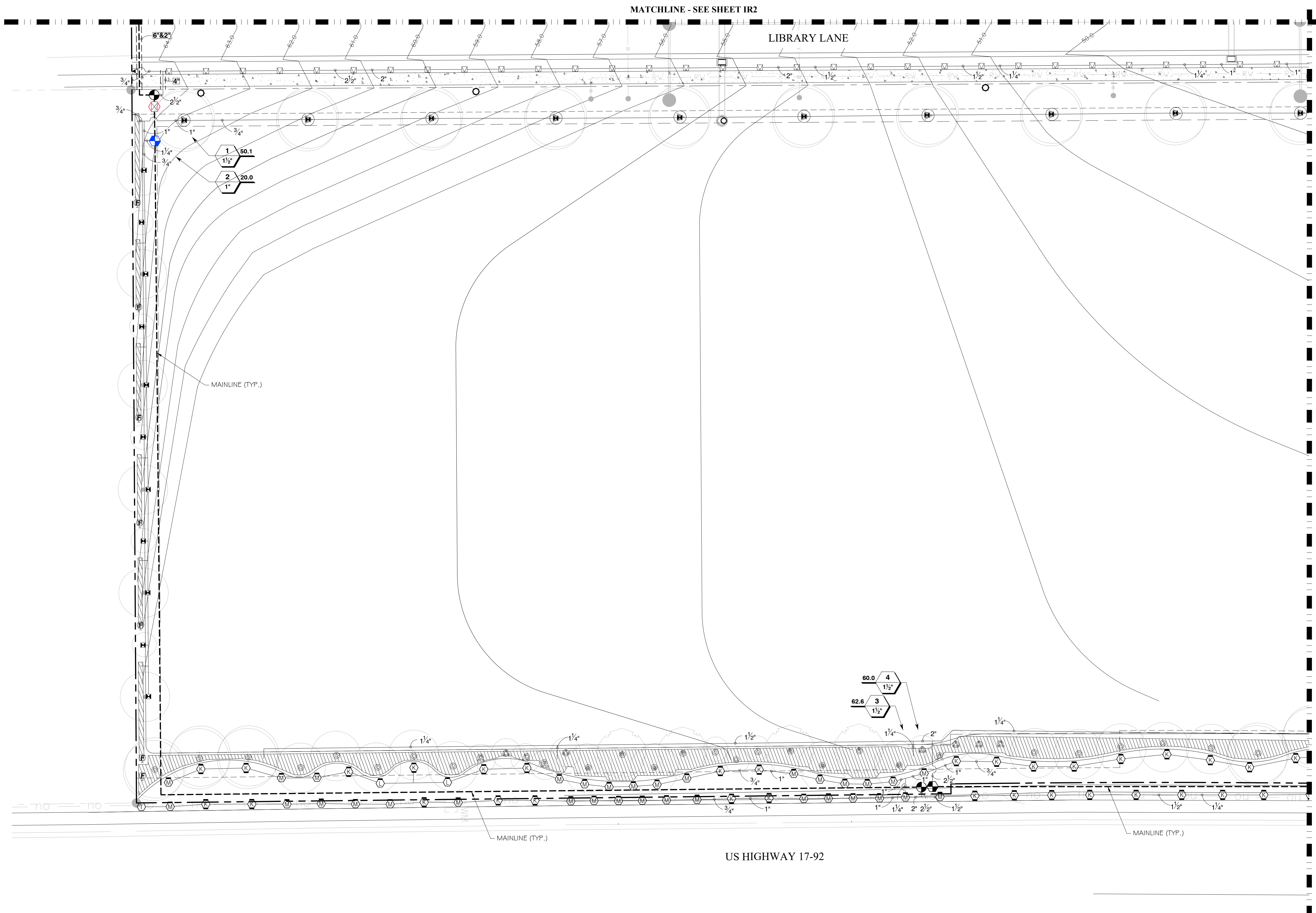
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CIVIL ENGINEERING
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 PLANNING
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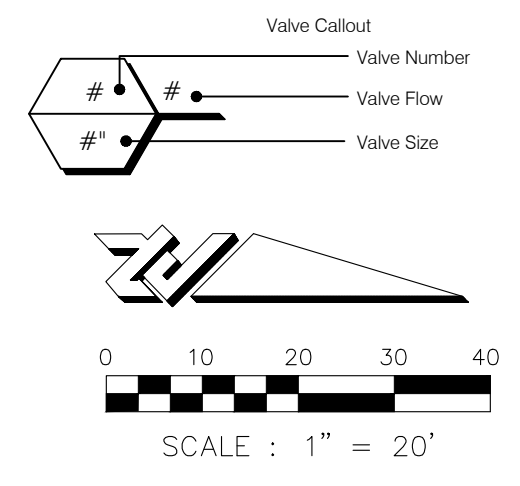
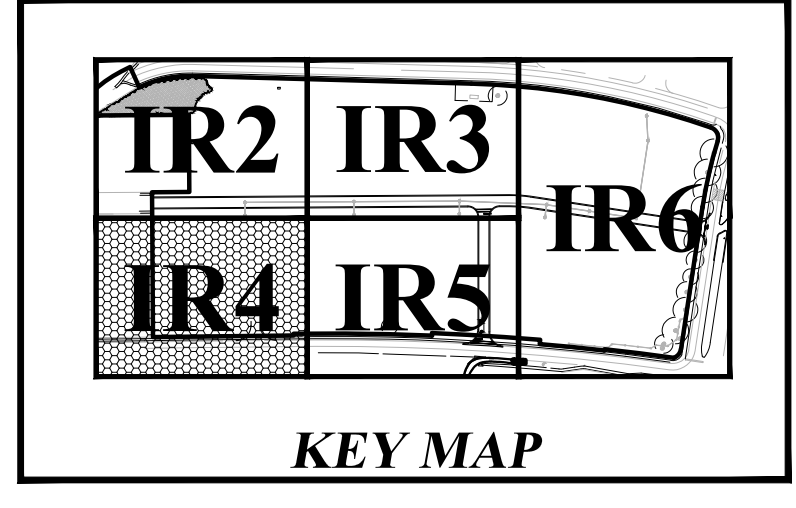
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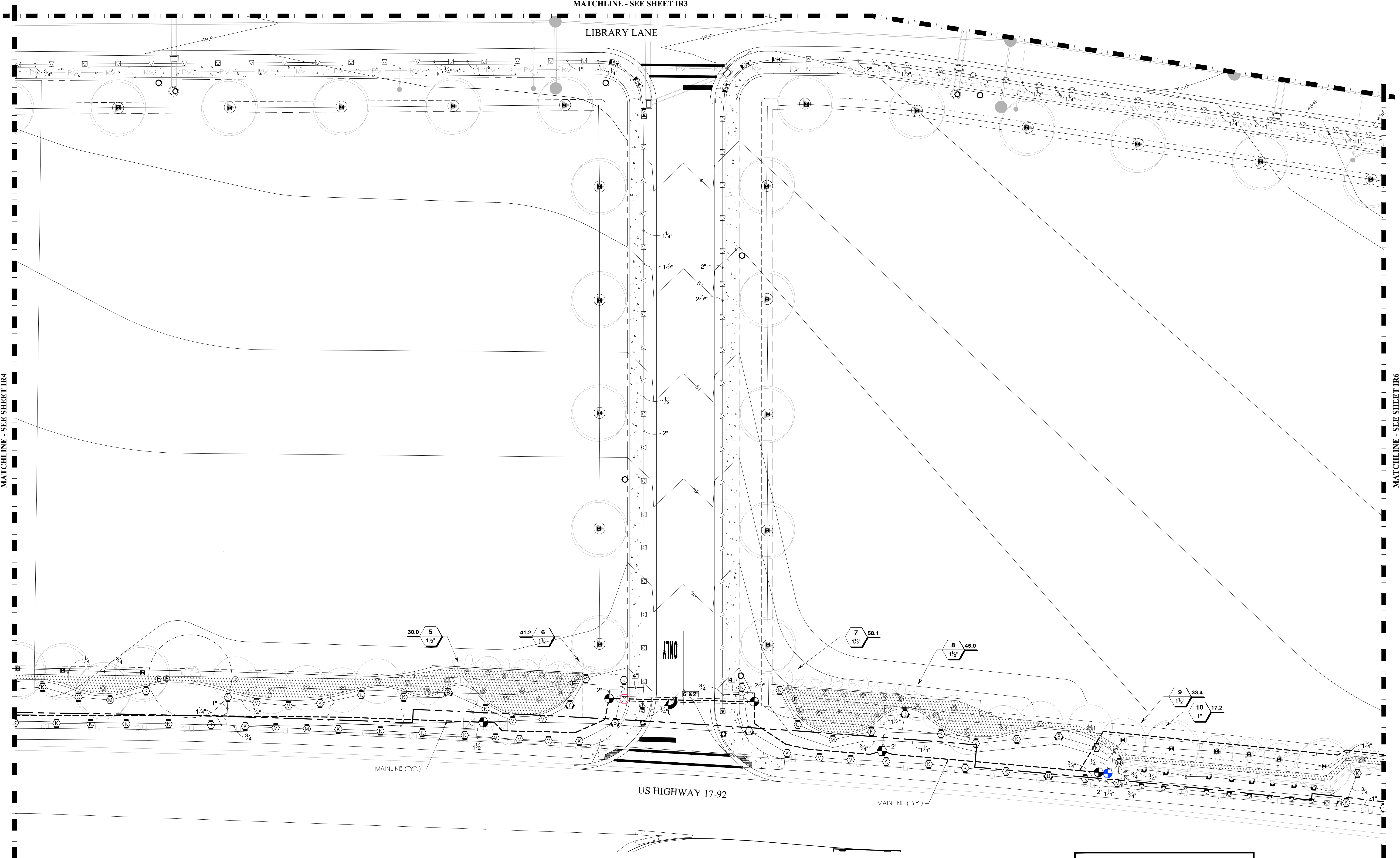


MATCHLINE - SEE SHEET IR3

LIBRARY LANE

MATCHLINE - SEE SHEET IR4

MATCHLINE - SEE SHEET IR6



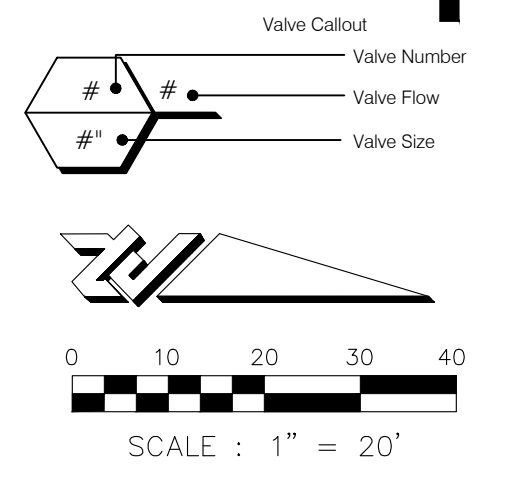
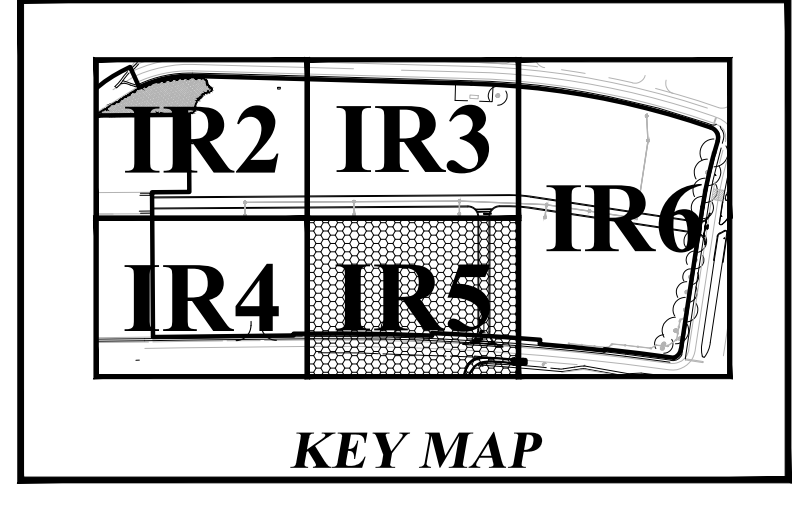
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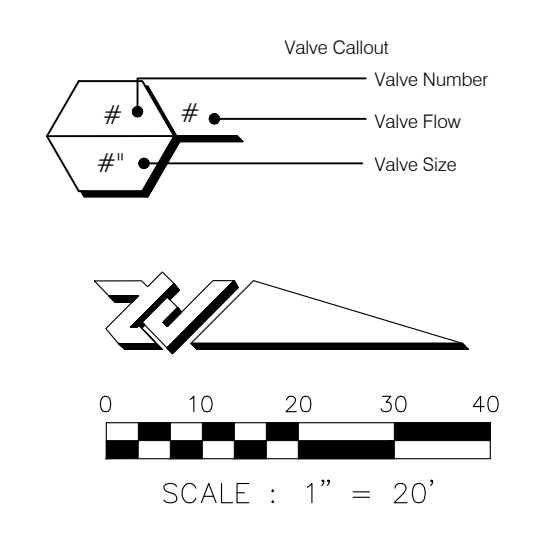
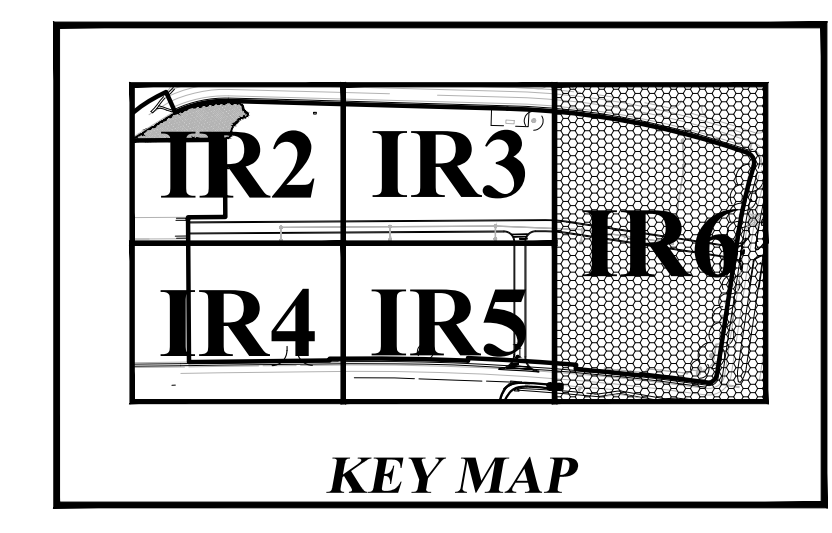
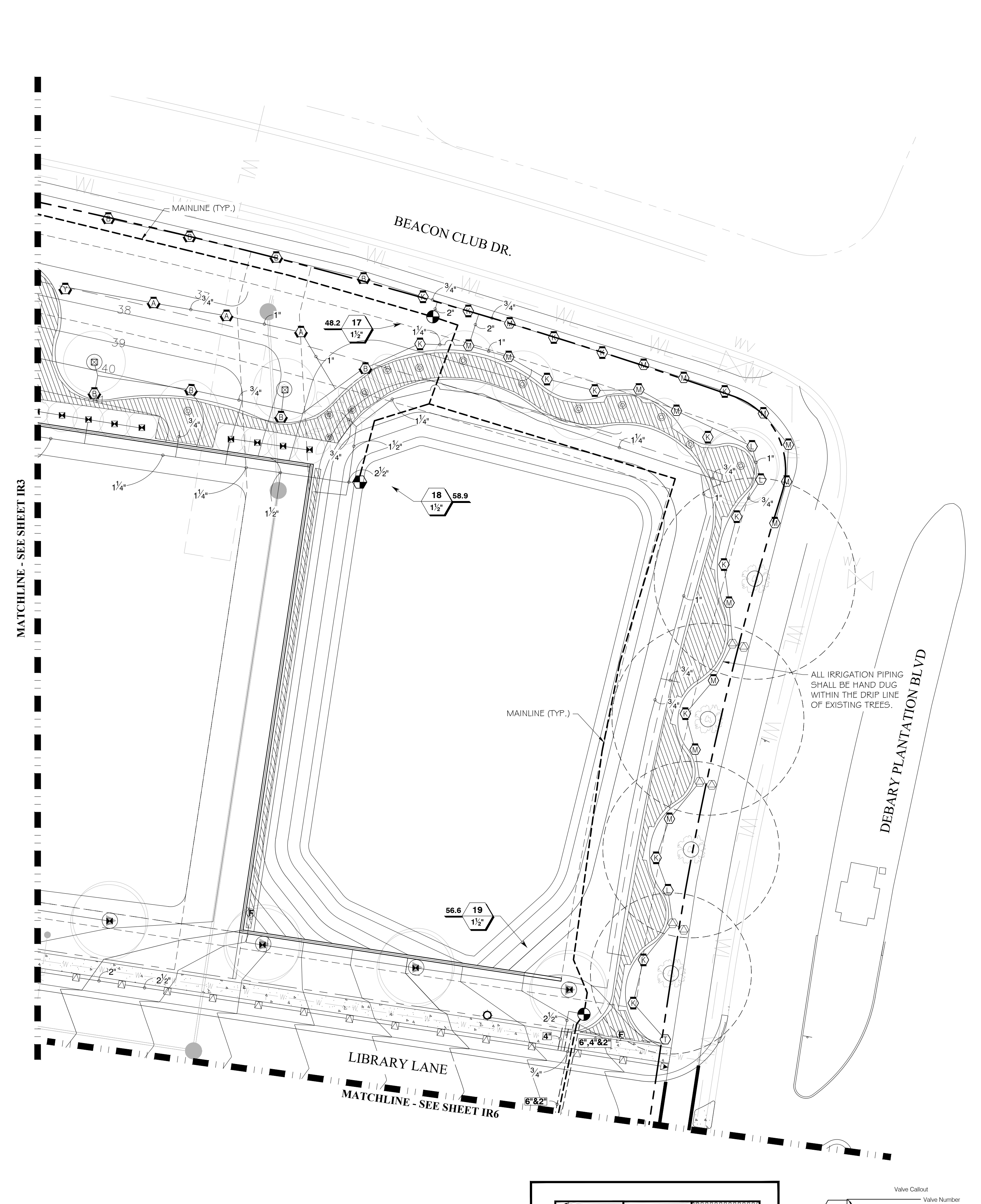
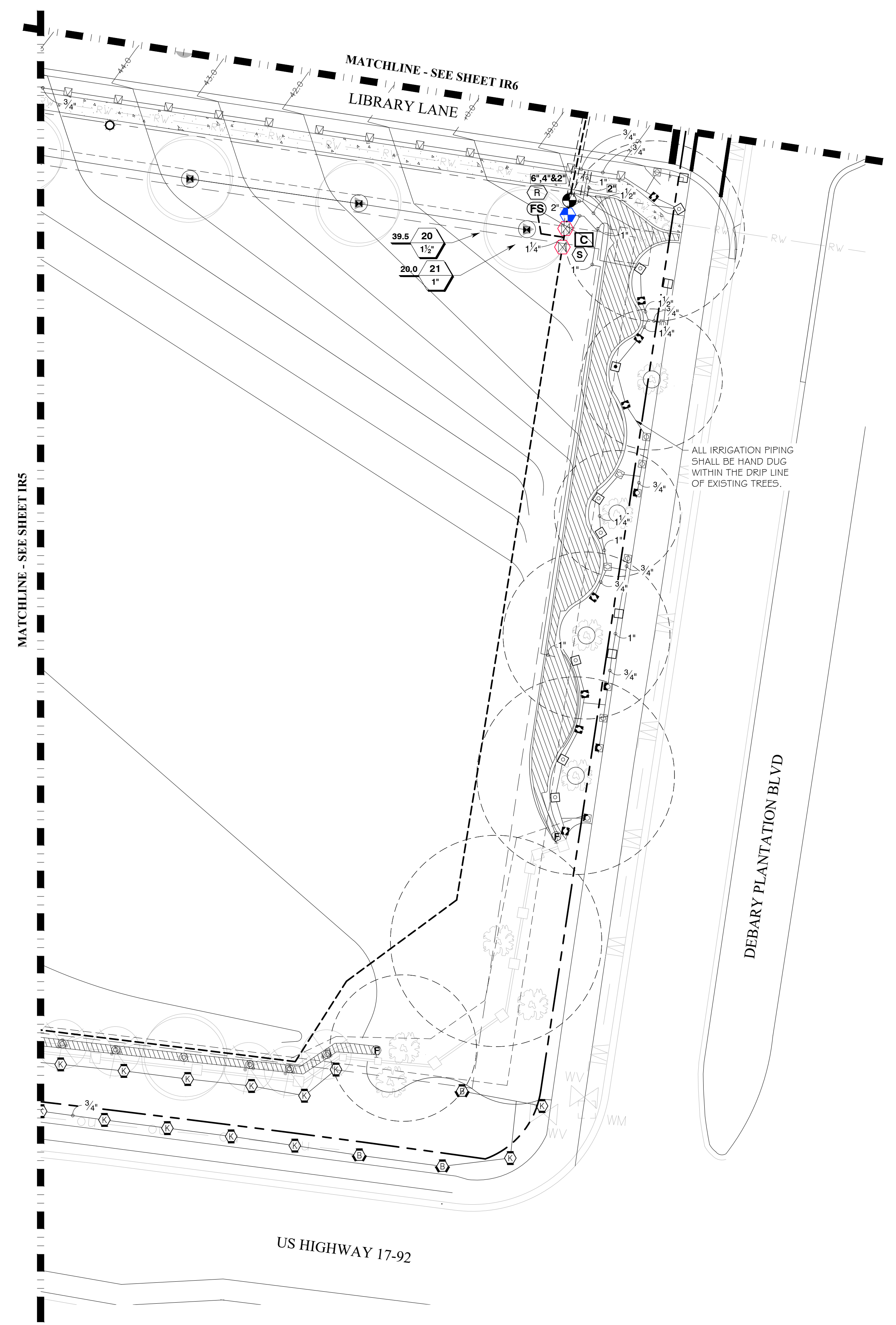


NO.	DATE	BY	SUBMITTALS / REVISIONS
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**DEBARY COMMERCIAL
 17 ACRES
 PRELIMINARY PLAT
 IRRIGATION PLAN & DETAILS**

CITY OF DEBARY
 VOLUSIA COUNTY, FLORIDA

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MATCHLINE - SEE SHEET IR5

MATCHLINE - SEE SHEET IR6
 LIBRARY LANE

DEBARY PLANTATION BLVD

US HIGHWAY 17-92

MATCHLINE - SEE SHEET IR3

BEACON CLUB DR.

DEBARY PLANTATION BLVD

LIBRARY LANE
 MATCHLINE - SEE SHEET IR6

IRRIGATION_SCHEDULE

Table with 8 columns: SYMBOL, MANUFACTURER/MODEL, QTY, ARC, PSI, GPM, RADIUS. Lists various Rain Bird components like RD-06-P30-NP with Hunter 5' strip spray, RD-06-P30-NP 8' radius, etc.

Table with 3 columns: SYMBOL, MANUFACTURER/MODEL/DESCRIPTION, QTY. Includes Rain Bird RD-12-NP with GPH Irrigation Products GDFN and Two Rain Bird PC-10 Single Outlet.

Table with 3 columns: SYMBOL, MANUFACTURER/MODEL/DESCRIPTION, QTY. Includes Rain Bird XCZ-PRB-COM in a Jumbo Purple Valve Box, Rain Bird PE5B-R in a 12" Purple Valve Box, etc.

IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THEIR OWN TAKE OFF

IRRIGATION NOTES

- 1. THE PLANS AND DRAWINGS ARE DIAGRAMMATIC OF THE WORK TO BE PERFORMED. SOME COMPONENTS MAY BE SHOWN OUTSIDE THE WORK AREA FOR CLARITY. THE WORK SHALL BE EXECUTED IN A MANNER TO AVOID CONFLICTS WITH UTILITIES AND OTHER ELEMENTS OF CONSTRUCTION... 2. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANS, IRRIGATION SYSTEM SPECIFICATIONS AND ALL CONTRACT DOCUMENTS... 3. CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS, INCLUDING UTILITY LOCATIONS, BEFORE INSTALLATION OF THE IRRIGATION SYSTEM...

WATERING SCHEDULE

Table with 6 columns: NUMBER, MODEL, TYPE, PRECIP, GPM. Lists watering stations 1 through 23, including Rain Bird PESB-R and Rain Bird XCZ models.

AVERAGE GALLONS PER DAY: 33,860



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL PLANNING
TRANSPORTATION

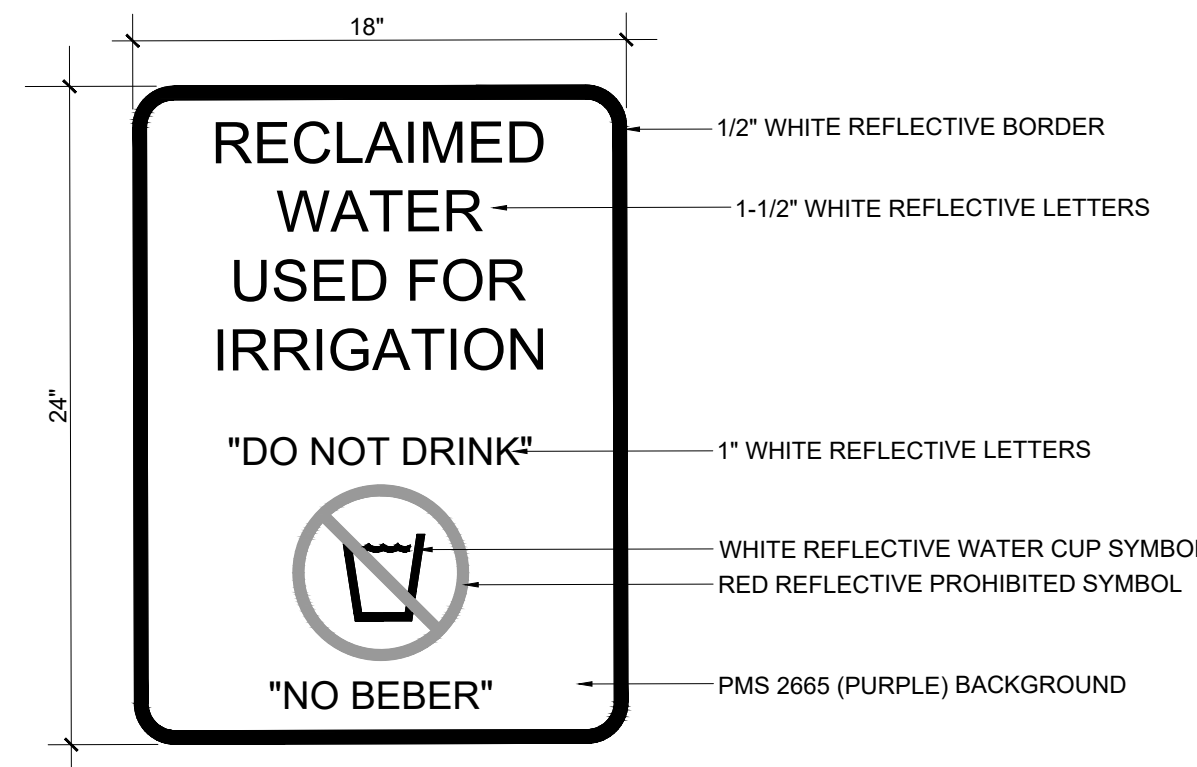
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DEBARY COMMERCIAL
17 ACRES
PRELIMINARY PLAN
IRRIGATION PLAN & DETAILS
VULSIA COUNTY, FLORIDA
CITY OF DEBARY

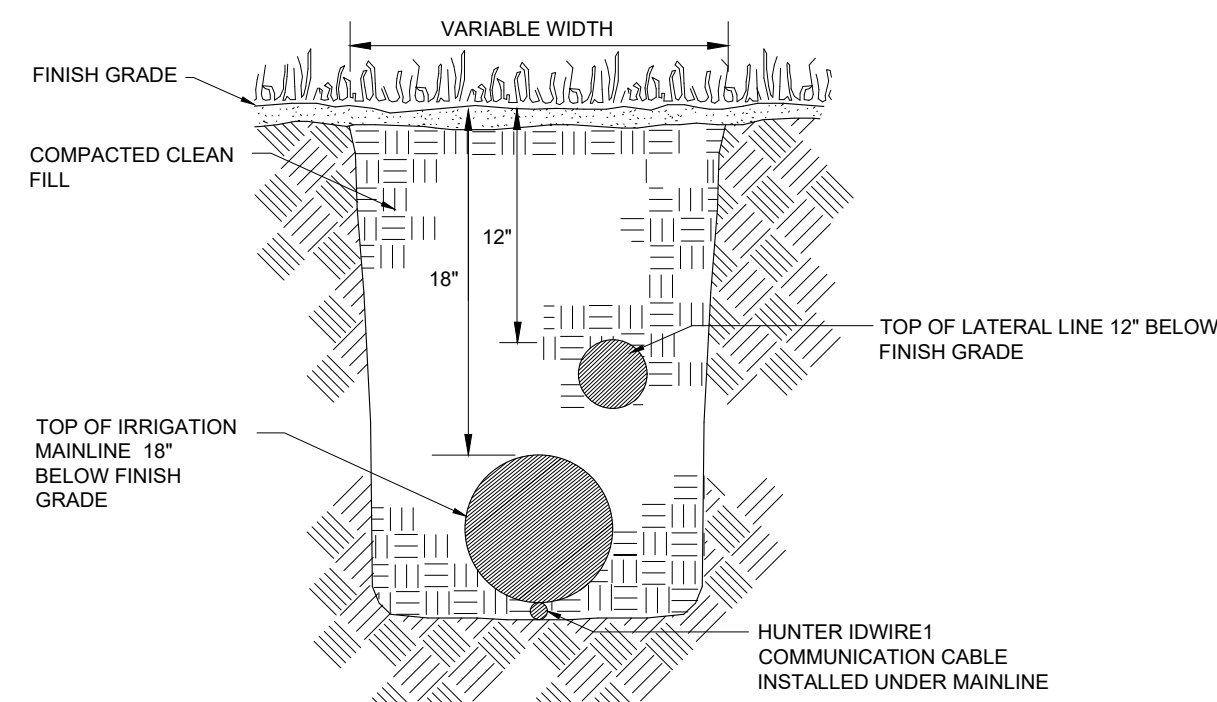
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XREFS: 16070BAS.DWG
XREFS: 16070SURV.DWG

SIGNS SHALL BE DIMENSIONED AS SHOWN. SIGNS MUST BE ALUMINUM AND HAVE A MINIMUM OF .063 GAGE. DEVIATIONS TO THIS SIGN LAYOUT SHALL BE SUBMITTED TO THE IRRIGATION DESIGNER OR LANDSCAPE ARCHITECT FOR APPROVAL.

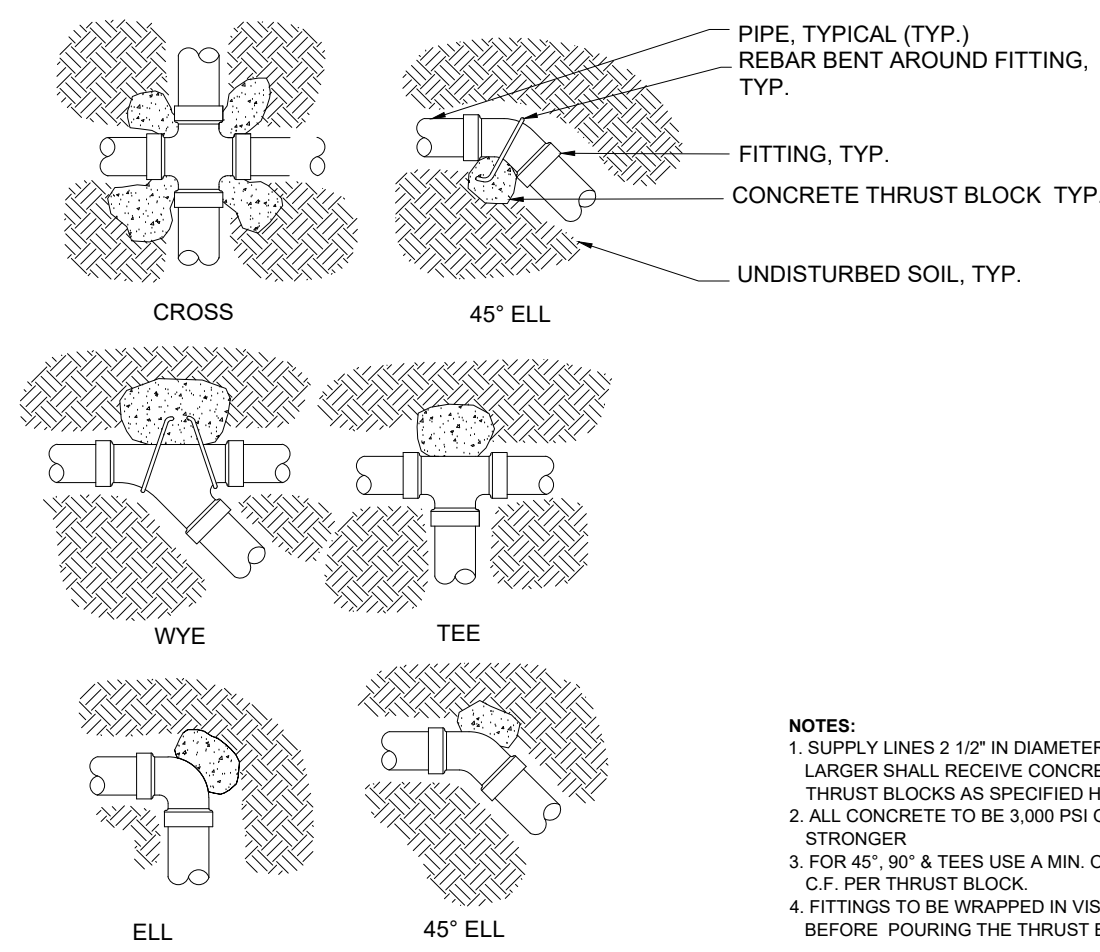


RECLAIMED WATER ADVISORY SIGN DETAIL
SCALE: NTS



NOTES:
1. DEPTH MEASUREMENTS ARE TO BE DONE FROM FINISH GRADE TO TOP OF PIPE.
2. PROVIDE A 4\"/>

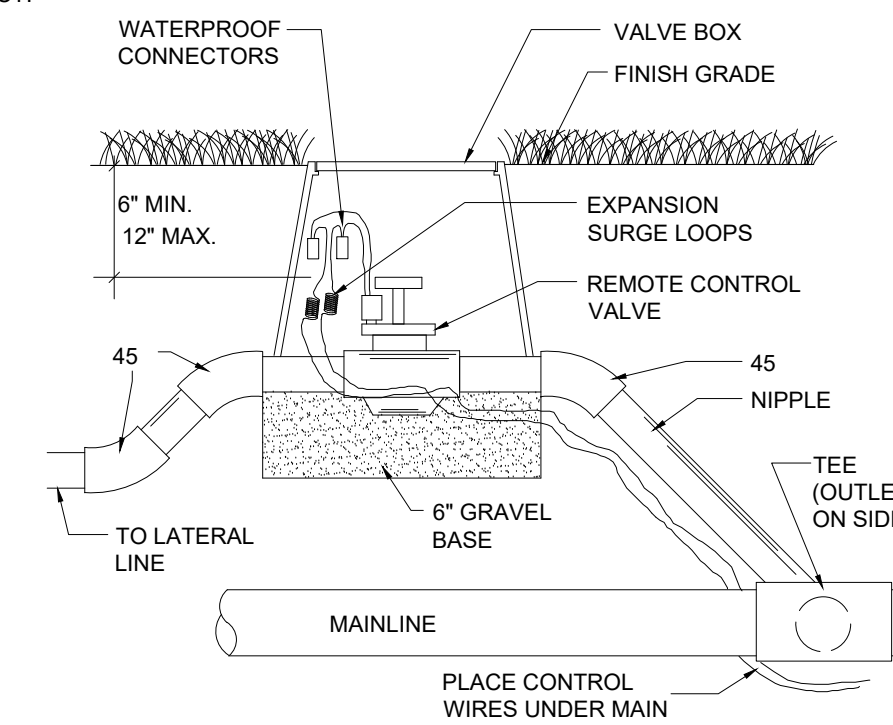
TRENCHING DETAIL
SCALE: NTS



NOTES:
1. SUPPLY LINES 2 1/2\"/>

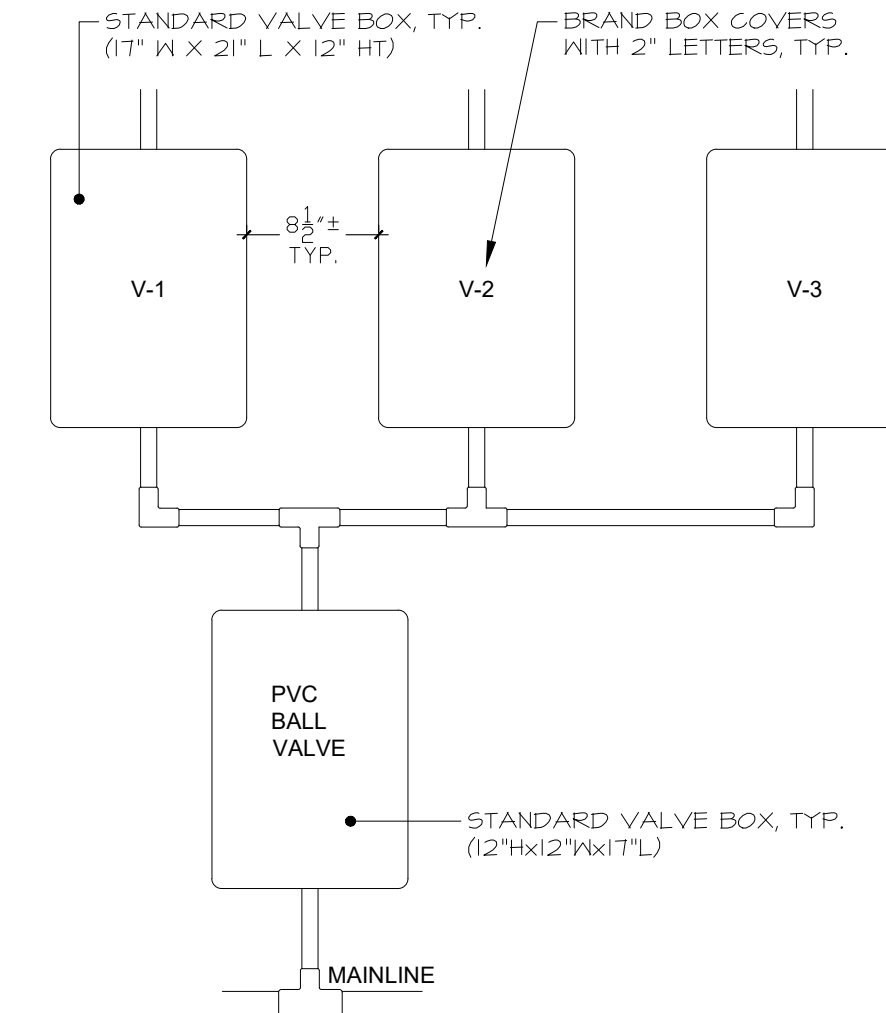
THRUST BLOCK REINFORCEMENT DETAILS
SCALE: NTS

MARK ALL VALVE BOXES WITH THE ZONE NUMBER AS DIRECTED BY THE LANDSCAPE ARCHITECT.

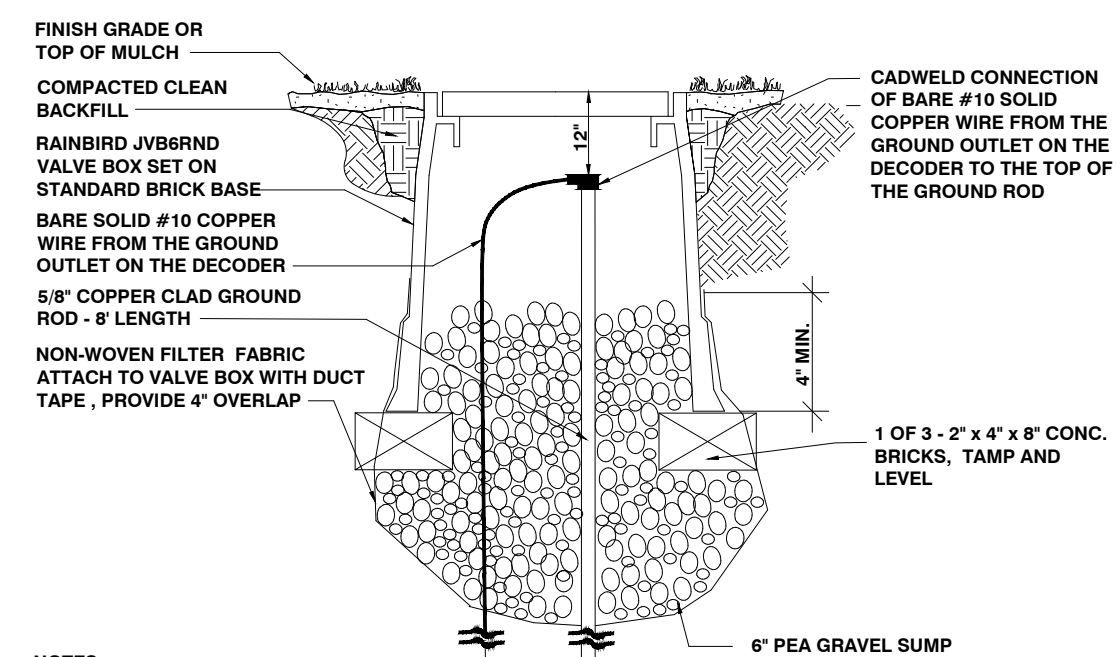


ELECTRIC VALVE INSTALLATION DETAIL
SCALE: NTS

NOTES:
VALVE GROUPINGS SHALL NOT HAVE MORE THAN 3 VALVE BOXES AND 1 GATE VALVE BOX.
PLASTIC TAGS SHALL BE AFFIXED TO EACH VALVE WITH THE ZONE NUMBER AND ZONE TYPE (TURF, SHRUB, ETC.) PREPRINTED OR LABELED WITH INDELIBLE INK.

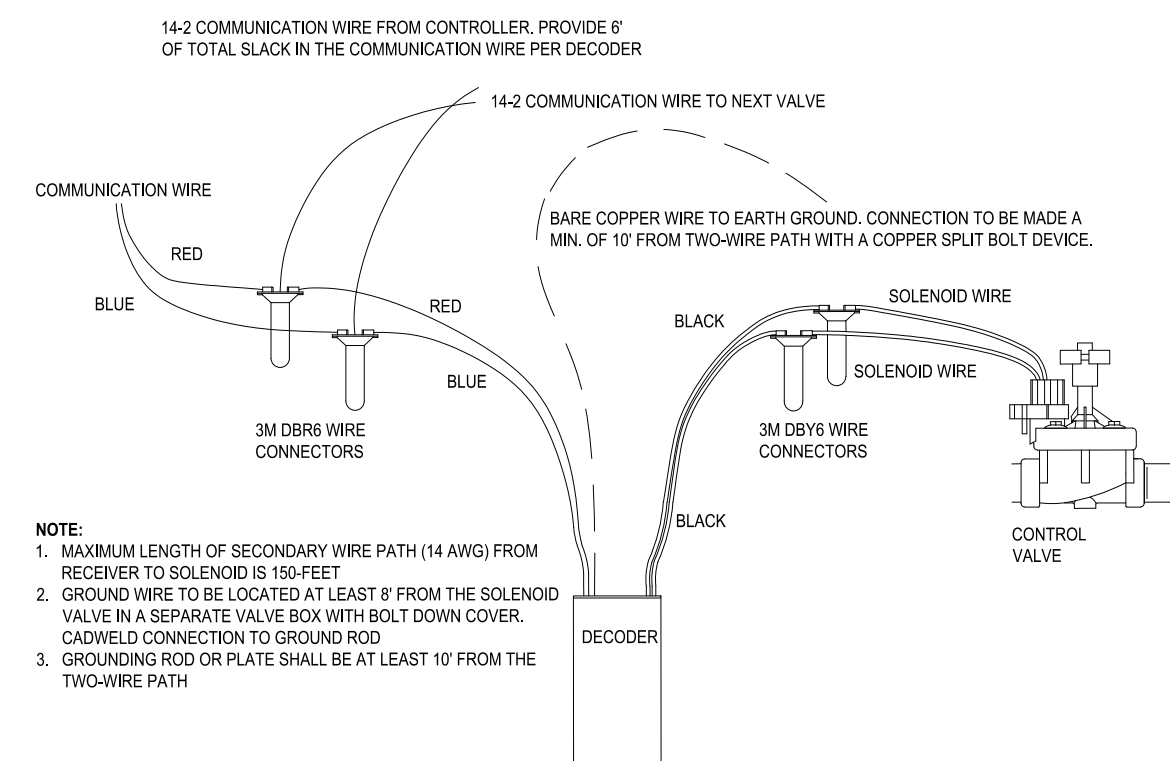


VALVE BOX DETAIL
SCALE: NTS



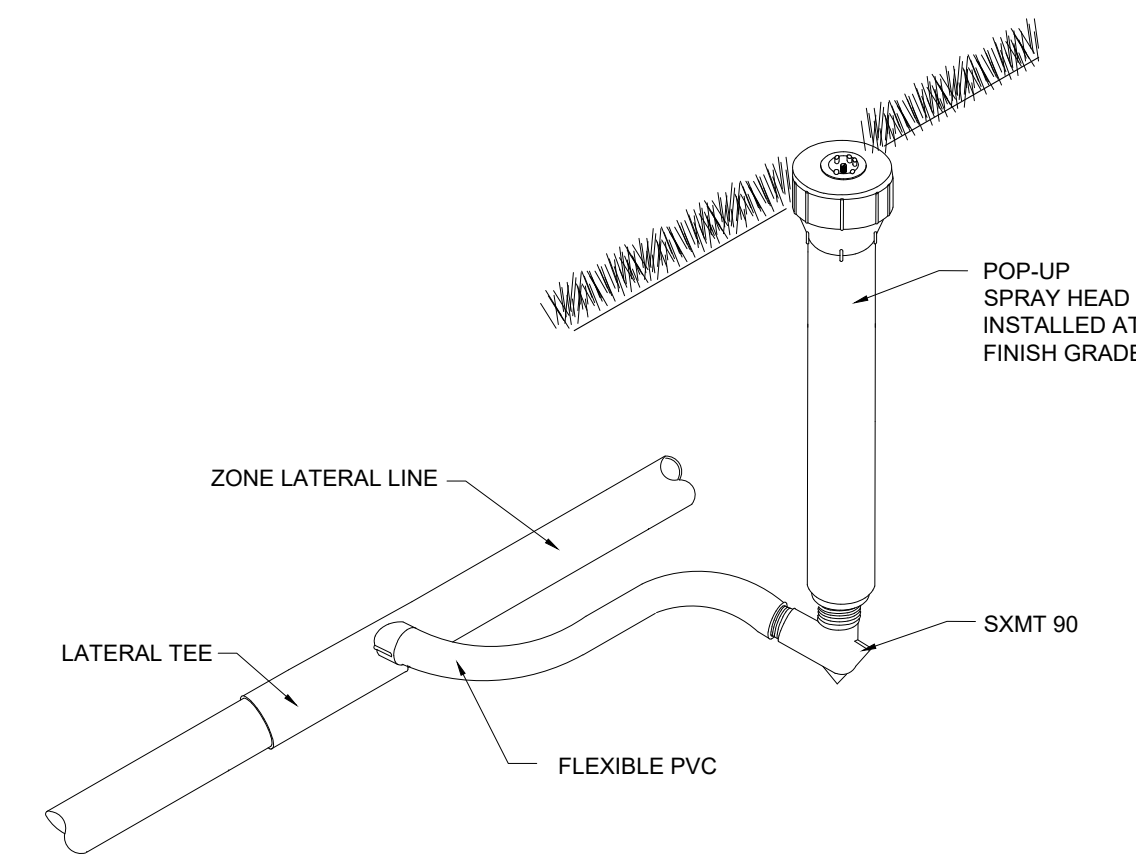
NOTES:
1. THE CONTRACTOR SHALL PROVIDE SURGE PROTECTION COMPATIBLE WITH THE DECODERS LOCATED AT EACH SOLENOID VALVE.
2. THE IRRIGATION CONTROLLER AND LAST SOLENOID VALVE ON EACH TWO-WIRE PATH SHALL BE GROUNDED UTILIZING THE MANUFACTURER'S RECOMMENDATIONS. SEE GROUND PLATE DETAIL.
3. ALL CONNECTIONS TO THE GROUNDING SOURCE SHALL BE MADE BY A CADWELD CONNECTION.

GROUND ROD DETAIL
SCALE: NTS

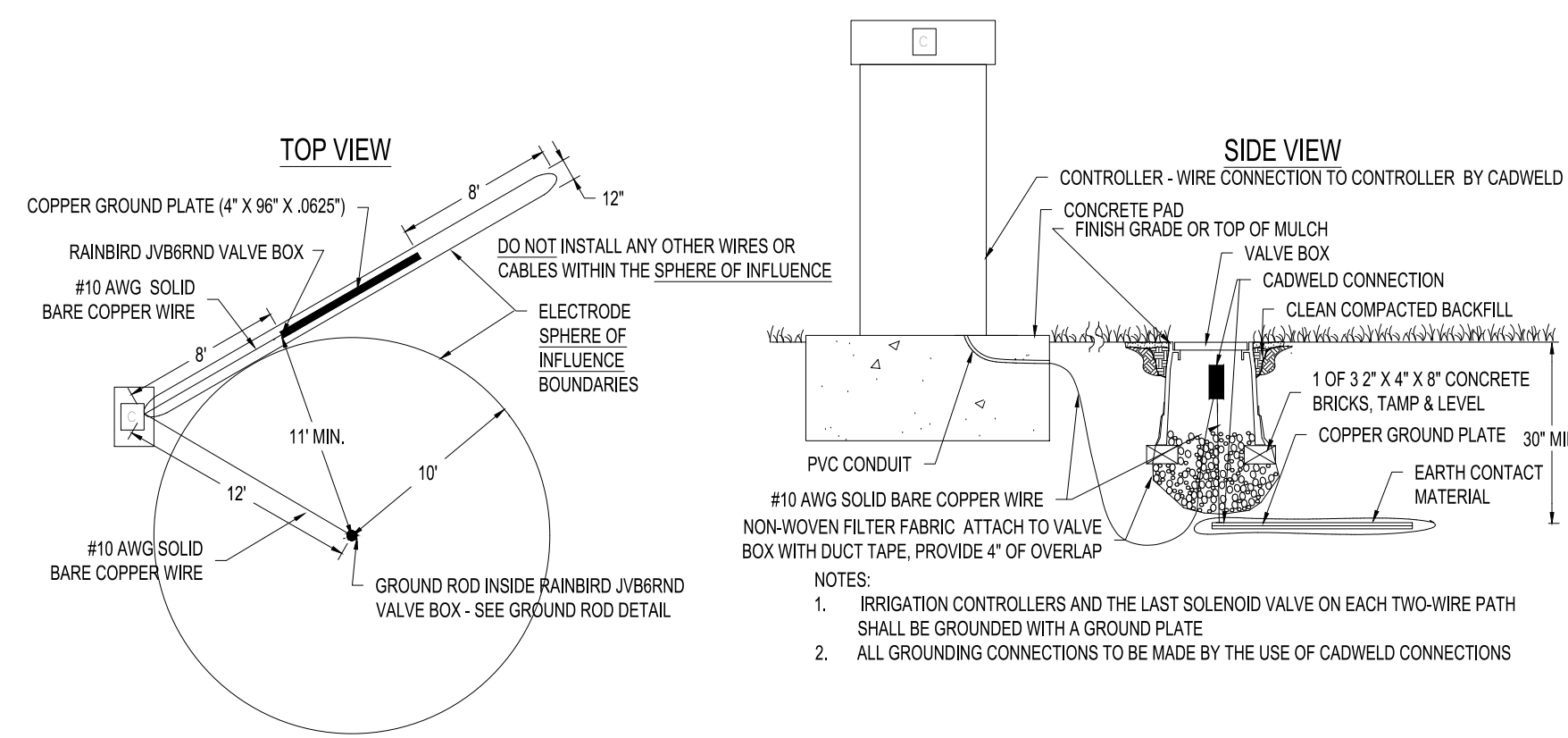


NOTE:
1. MAXIMUM LENGTH OF SECONDARY WIRE PATH (14 AWG) FROM RECEIVER TO SOLENOID IS 150 FEET.
2. GROUND WIRE TO BE LOCATED AT LEAST 6\"/>

DECODER WIRING DETAIL
NOT TO SCALE



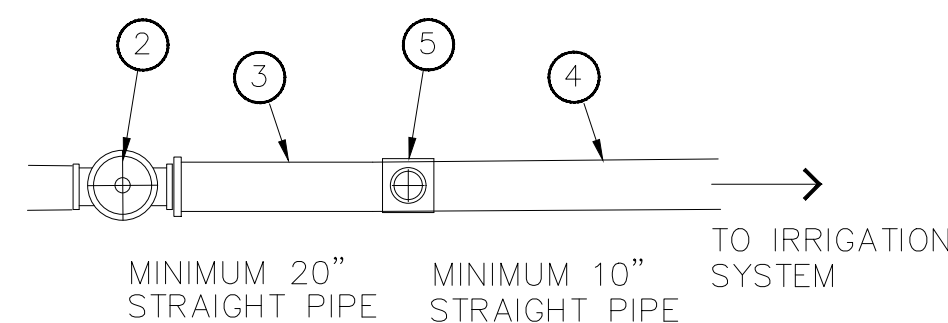
SPRAY HEAD AND ROTOR DETAIL
SCALE: NTS



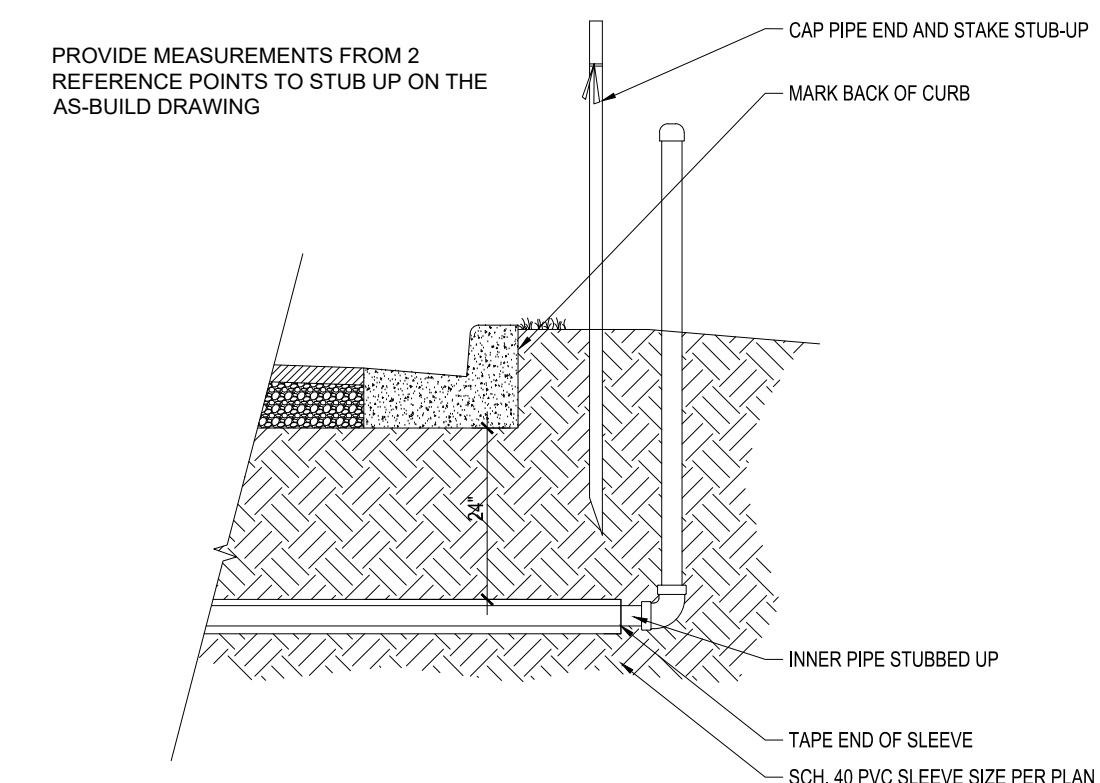
GROUND PLATE INSTALLATION DETAIL
SCALE: NTS

LEGEND

1. WATER SOURCE
2. RAINBIRD MASTER VALVE
3. 20\"/>



MASTER VALVE AND FLOW METER INSTALLATION DETAIL
SCALE: NTS



SLEEVING ROUGH-IN DETAIL
SCALE: NTS



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LANDSCAPE ARCHITECTURE
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**DEBARY COMMERCIAL
17 ACRES
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XREF'S: 16070BAS.DWG
XREF'S: 16070SURV.DWG



Know what's below.
Call before you dig.



June 17, 2020

Pattie Sholar
Project Manager
KBC Development, Inc
1590 Bobby Lee Pt.
Sanford, FL 32771

Re: Development Order for Case #19-01-PPR-KBCMixed

Dear Patti Sholar:

This letter is to issue the Preliminary Plat and Construction Plan Final Development Order for the KBC Mixed Use project, Case #19-01-PPR-KBCMixed. This final development order authorizes commencement of construction after a required pre-construction meeting, in accordance with the approved construction plans dated January 16, 2019.

On November 5, 2019 the City of DeBary Development Review Committee conditionally approved the Preliminary Plat and Construction Plans, Case # 10-01-PPR-KBC-Mixed, providing for the conditions of approval and acceptable revisions. The applicant has since met the conditions of approval and the final development order is being issued. Prior to the commencement of construction, the following conditions must be met.

- 1) Please submit a certified Engineers Opinion of Cost for the project, to be verified by the City Engineer prior to setting up the pre-construction meeting.
- 2) Please submit payment, by check or money order, to the pre-construction meeting using the following formula to establish the development permit and inspection fee (2.0% of the first \$125,000 of improvements; 1.0% of over \$125,000 up to \$500,000; 0.5% over \$500,000).
- 3) A pre-construction meeting with the City of DeBary must be held prior to the commencement of construction.
 - a. Applicant must bring payment for inspection fee to the meeting.
 - b. Applicant must bring a tentative construction schedule to the meeting.
 - c. Applicant should bring the FDEP NOI to the meeting if available or be able to provide an update on the status.





- 4) In accordance with Section 122-59 county ordinances, you must enter into a utility service agreement (USA) for sewer service before county staff may endorse the FDEP water and wastewater permit applications if applicable.
- 5) Coordinate with the Volusia County Water and Utility Services Group (Scott Mays, Utility Engineer) to provide for impact fees and two (2) sets of signed and sealed construction plans.
- 6) The applicant shall have erosion and sediment control procedures and equipment in place as well as any proposed tree protection barricades prior to commencement of construction. Please contact Steve Wood, 386-601-0213 for approval prior to any on-site clearing and/or grading. A NPDES Erosion and Sediment Inspection will be performed by the City.
- 7) The applicant shall execute a Road Maintenance Agreement prior to the commencement of construction.
- 8) Approved School Concurrency with the Volusia County School Board.
- 9) Provide a copy of the SJRWMD "Construction Commencement Notice" form (Form No. 40C-4.900(3)).

PLEASE NOTE: a pre-construction meeting will not be held without meeting the above requirements. Any site work, grading, fill dirt, or clearing of land prior to the required permits, development orders, or pre-construction meeting will result violations of City Ordinance and be met with all applicable fines and/or penalties under local and state law.

The Building Permit Application process is initiated by submitting the completed application and appropriate plans. The Building Permit Application must be accompanied by the approved version of the site plan, and any approved addendum sheets. Copies of the approved version of the plan, signed and sealed have been provided to the City and are available upon request. A copy of the final plan and development order will be provided to the City of DeBary Building Department.

The valid period of this Development Order is 360 days from the date of this letter. If construction has not commenced or is not continuing in good faith to conclusion during this valid period, this Development Order shall expire, unless extended by the DeBary City Council. No construction may commence or continue if this Development Order has expired.





During the period of 90 days before and 90 days after the expiration of this Development Order, the developer may request an extension from the City Council.

All plans and construction must be in substantial compliance with this Development Order. Deviations from the approved plans may require submittal of amended plans for review and approval by staff.

No final inspections will be performed by staff until the developer's engineer has certified that all construction has been completed in accordance with this Development Order and the approved plans. That certification must be submitted to the City before the final inspections will be scheduled. Please note additional inspection fees for inspection of site work i.e. stormwater pond may be required.

Please feel free to call me at 386-601-0238 if you have any questions or concerns.

Sincerely,

Carmen Rosamonda
City Manager
City of DeBary

Cc: Randy Hudak
Zev Cohen & Associates, Inc
300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482





May 5, 2023

Patti Sholar
Project Manager
KBC Development, Inc
1590 Bobby Lee Point
Sanford, FL 32771

Re: KBC Mixed Preliminary Plat & Construction Plan, Case #19-01-PPR-KBCMixed and Case #23-01-DOE-KBC Mixed; Preliminary Plat and Construction Plan Development Order Extension.

Dear Patti Sholar:

This is a letter to issue the Preliminary Plat and Construction Plan Final Development Order for the KBC Mixed Use project, Case #19-01-PPR-KBCMixed. You requested a Development Order extension, Case #23-01-DOE-KBC Mixed, which was approved by the City Council May 3, 2023. This Development Order extension shall expire on April 30, 2024. This final development order authorizes commencement of construction after a required pre-construction meeting, in accordance with the approved construction plans dated January 16, 2019.

On November 5, 2019 the City of DeBary Development Review Committee conditionally approved the Preliminary Plat and Construction Plans, Case # 19-01-PPR-KBC-Mixed, providing for the conditions of approval and acceptable revisions. The applicant has since met the conditions of approval and the final development order is being issued. Prior to the commencement of construction, the following conditions must be met.

- 1) Please submit a certified Engineers Opinion of Cost (EOC) for the project, to be verified by the City Engineer prior to setting up the pre-construction meeting. The EOC shall not include water and sewer utilities. Volusia County Utilities will provide separate inspections.
- 2) Please bring payment, by check or money order, to the pre-construction meeting using the following formula to establish the development permit and inspection fee (2.0% of the first \$125,000 of improvements; 1.0% of over \$125,000 up to \$500,000; 0.5% over \$500,000).
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- 4) Prior to the pre-construction meeting, please submit four (4) complete full-size and two (2) half-size sets of signed and sealed plans. In addition, please provide a digitized version of the plans in both a portable document format (PDF) and computer-aided design (CAD) format.
- 5) Please contact Kevin Hare, 386-601-0223 to schedule a pre-construction meeting prior to any on-site clearing and/or grading.
- 6) In accordance with Section 122-59 county ordinances, you must enter into a utility service agreement (USA) for sewer service before County staff may endorse the FDEP water and wastewater permit applications if applicable.
- 7) Coordinate with the Volusia County Water and Utility Services Group (Erin Reed, Utility Engineer) to provide for impact fees and two (2) sets of signed and sealed construction plans.
- 8) The applicant shall have erosion and sediment control procedures and equipment in place as well as any proposed tree protection barricades prior to commencement of construction.
- 9) A NPDES Erosion and Sediment Inspection will be performed by the City.
- 10) The applicant may need to execute a Road Maintenance Agreement prior to the commencement of construction.
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Please feel free to call me at 386-601-0238 if you have any questions or concerns.

Sincerely,

Carmen Rosamonda
City Manager
City of DeBary





**City Council Meeting
City of DeBary
AGENDA ITEM**

Subject: Final Plat, Rivington, Phase 3	Attachments: () Ordinance () Resolution () Supporting Documents/ Contracts (X) Other
From: Steve E. Bapp, AICP Growth Management Director	
Meeting Hearing Date May 1, 2024	

REQUEST

The Applicant, Lennar, LLC, is seeking Final Plat approval for Rivington, Phase 3, which consists of 221 lots for single-family detached dwelling units.

PURPOSE

The Applicant is requesting approval of a Final Plat for the purpose of recording the plat and permitting sellable lots.

CONSIDERATIONS

On October 3, 2018, the City Council adopted Ordinance No. 11-2018, approving a major amendment to the Fort Florida Commons Mixed Planned Unit Development (MPUD) to approve new development standards for the MPUD and to rename it to Rivington. With this approval, City Council authorized the zoning for a mixed use development comprised of commercial, detached single-family residential, and townhomes.

On November 1, 2022, the Development Review Committee conditionally approved the preliminary plat and construction plans for Rivington, Phase 3.

On July 12, 2023, a development order was issued by the City Manager for Rivington, Phase 3.

The Applicant is now requesting Final Plat approval for Phase 3 of Rivington, which is comprised of Lots 477 to 697 for a total of 221 lots.

FINDINGS OF FACT

The City of DeBary Development Review Committee and City Attorney reviewed the request and provide for the following findings of fact:

- All requirements of the City’s Land Development Code (and Florida Statutes) have been addressed;
- The City’s Surveyor, in conformity with Chapter 177 of the Florida Statutes, has reviewed the Final Plat and the City Attorney has conducted a legal review of the Final Plat and the title opinion.

- On March 19, 2024, the Development Review Committee reviewed and recommended approval to the City Council of the Final Plat contingent on addressing outstanding staff comments. These staff comments have since been addressed.

COST/FUNDING

N/A

RECOMMENDATION

It is recommended the City Council approve the Final Plat for Rivington, Phase 3 subject to the following conditions of approval:

- Payment of all required fees, deposits, and costs as may be applicable or required pursuant to the Land Development Code (LDC), and other applicable laws, ordinances, and regulations shall be paid to the City prior to final plat approval and recording. The applicant shall be responsible for all recording costs associated with the plat and related documents.
- The original signed plat Mylar and all original executed plat related documents are to be promptly recorded in the Public Records of Volusia County, Florida, after final plat approval and only after satisfaction of all conditions of plat approval. Upon recording of the plat and plat related documents, the applicant shall provide the City with a recorded copy of the plat and plat documents to evidence proper recording.
- It is the responsibility of the entity subdividing the land to ensure that all applicable requirements of the LDC and Florida Statutes relative to the subdividing and development of property are met prior to the final plat approval and recording. The lots on the plat shall not be conveyed unless and until the conditions of approval have been satisfied and the plat as well as the plat related documents have been fully executed and recorded in the public records.

IMPLEMENTATION

The plat will be recorded with the Volusia County Clerk of the Courts

ATTACHMENTS

- Rivington, Phase 3 Final Plat
- Performance Bond
- Engineer's Opinion of Cost
- Maintenance Agreement

RIVINGTON PHASE 3

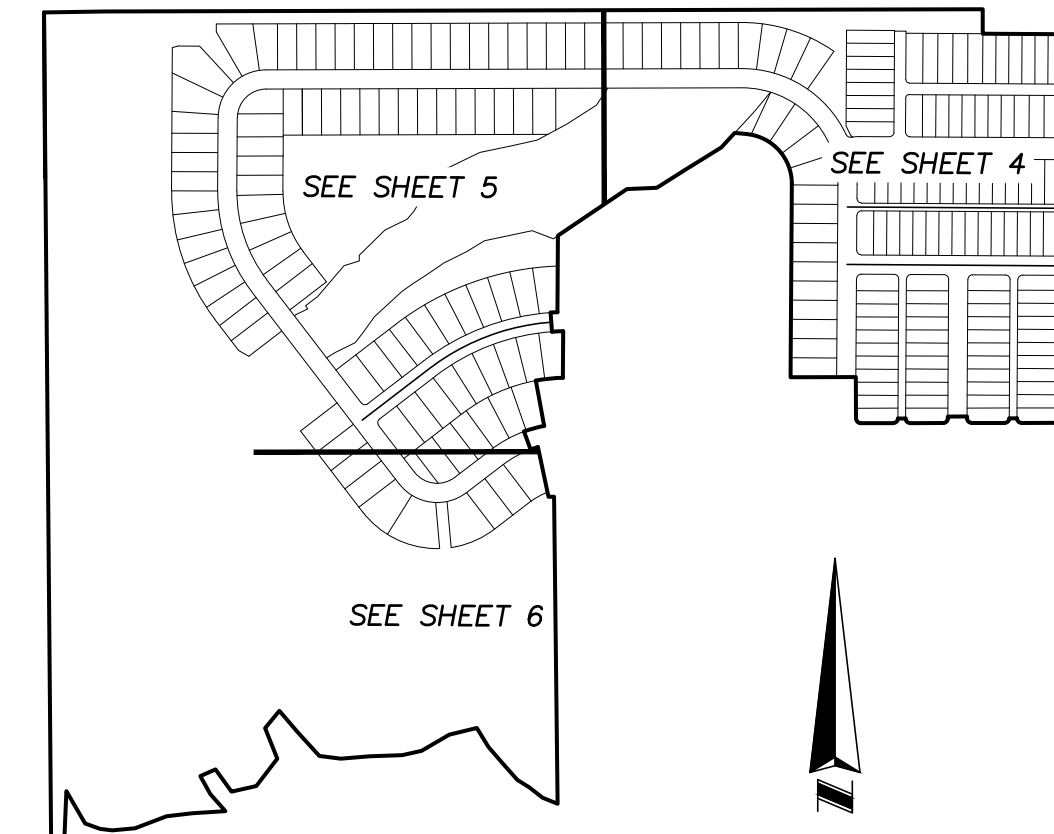
A REPLAT OF TRACT FD-1, RIVINGTON PHASE 1C, MAP BOOK 62, PAGES 112 THROUGH 116, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND AN UNRECORDED PORTION OF LAND LYING IN SECTION 8, TOWNSHIP 19 SOUTH, RANGE 30 EAST, CITY OF DEBARY, VOLUSIA COUNTY, FLORIDA

SURVEYORS NOTES:

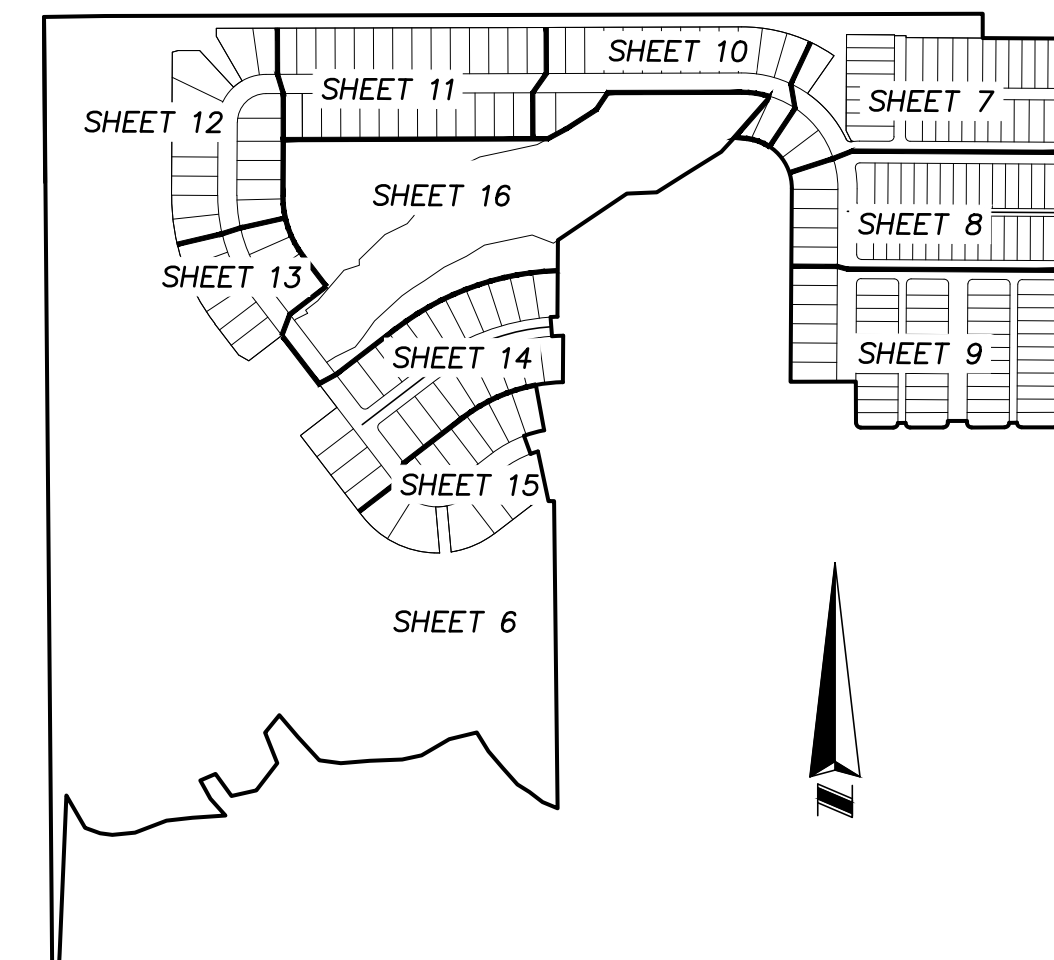
- ALL LOT LINES INTERSECTING CURVES ARE RADIAL, UNLESS OTHERWISE NOTED NON-RADIAL (N.R.).
- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 30 EAST, BEING NORTH 00°23'22" WEST.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- PER FLORIDA STATUTES CHAPTER 177.091(9), LOT CORNERS MUST BE SET BEFORE THE TRANSFER OF ANY LOT.
- THE LANDS SHOWN HEREON EXCLUDING RES-1 ARE SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS AND RESTRICTIONS FOR RIVINGTON HOMEOWNERS ASSOCIATION, INC. ("THE ASSOCIATION"), ITS SUCCESSORS, AND ASSIGNS, FORMED PURSUANT TO THAT CERTAIN DECLARATION OF COVENANTS AND RESTRICTIONS FOR RIVINGTON ("THE DECLARATION"), RECORDED IN OFFICIAL RECORDS BOOK 7906, PAGE 1540, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AFFECTED BY THE CONSENT BY DECLARANT TO ADOPT AMENDED AND RESTATED ARTICLES OF INCORPORATION OF RIVINGTON HOMEOWNERS ASSOCIATION, INC. OF RECORD AT OFFICIAL RECORDS BOOK 7906, PAGE 1588, AND AS AFFECTED BY THE FIRST AMENDMENT OF RECORD IN OFFICIAL RECORDS BOOK 7988, PAGE 1810, AND FURTHER BY NOTICE OF RECORDING AMENDED AND RESTATED ARTICLES OF INCORPORATION OF RIVINGTON HOME OWNERS ASSOCIATION, INC OF RECORD AT OFFICIAL RECORDS BOOK 7912, PAGE 2653 AND AS AFFECTED BY THAT CERTAIN SECOND AMENDMENT OF RECORD AT OFFICIAL RECORDS BOOK 8241, PAGE 2209, AND AS AFFECTED BY THAT CERTAIN SUPPLEMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR RIVINGTON RECORDED IN OFFICIAL RECORDS BOOK 8448, PAGE 111 AND AS AFFECTED BY THAT CERTAIN SUPPLEMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR RIVINGTON RECORDED IN OFFICIAL RECORDS BOOK 8467, PAGE 491.
- THE VOLUSIA COUNTY UTILITY EASEMENTS (V.U.E.) DESCRIBED AND SHOWN HEREON ARE HEREBY DEDICATED TO VOLUSIA COUNTY, FLORIDA. THE UTILITIES ARE TO BE OWNED AND MAINTAINED BY THE UTILITY PROVIDER. THE PURPOSE OF THE VOLUSIA COUNTY UTILITY EASEMENTS SHOWN ARE AS FOLLOWS: INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, SANITARY SEWERS, WATER MAINS, POWER LINES, GAS LINES, TELEPHONE LINES, AND CABLEVISION LINES.
- THE LANDS SHOWN HEREON ARE SUBJECT TO THOSE CERTAIN GOVERNING DOCUMENTS ESTABLISHING THE RIVINGTON COMMUNITY DEVELOPMENT DISTRICT ("THE DISTRICT"), AS RECORDED IN OFFICIAL RECORDS BOOK 7617, PAGE 4390 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- TRACTS OS-38, OS-39, OS-40, OS-41, OS-42, OS-43 AND OS-44 (OPEN SPACE) "COMMON AREA" SHALL BE DEDICATED TO AND MAINTAINED BY "THE DISTRICT" IN ACCORDANCE WITH "THE DECLARATION."
- TRACTS P-10 THROUGH P-12 (STORMWATER) "COMMON AREA" AND THE DRAINAGE EASEMENTS SHOWN HEREON SHALL BE DEDICATED TO AND MAINTAINED BY "THE DISTRICT" IN ACCORDANCE WITH "THE DECLARATION."
- TRACTS A-2, A-3 AND A-4 (PRIVATE ALLEYWAY) "COMMON AREA" SHOWN HEREON IS HEREBY DEDICATED TO AND MAINTAINED BY "THE DISTRICT" FOR THE PURPOSES OF SHARED ACCESS TO AND FROM PUBLIC STREETS AND RIGHTS-OF-WAY IN ACCORDANCE WITH "THE DECLARATION."
- TRACT RES-1 (RESERVE) SHALL BE OWNED AND MAINTAINED BY HR RIVINGTON, LLC. AND IS TO BE CONVEYED BY SEPARATE INSTRUMENT TO THE CITY OF DEBARY, FLORIDA, AS PART OF ALEXANDER ISLAND PARK.
- TRACT C-5 (CONSERVATION) AND THE UPLAND BUFFERS THEREIN SHALL BE DEDICATED TO "THE DISTRICT" IN ACCORDANCE WITH "THE DECLARATION" WITH DEVELOPMENT RIGHTS DEDICATED TO THE CITY OF DEBARY, FLORIDA. NO CONSTRUCTION, CLEARING, GRADING, OR ALTERATION IS PERMITTED WITHOUT PRIOR APPROVAL OF THE CITY OF DEBARY, FLORIDA AND/OR ALL OTHER APPLICABLE JURISDICTIONAL AGENCIES. THE CITY OF DEBARY RESERVES THE EXPRESS RIGHT TO ENFORCE THE RESTRICTIONS THAT PREVENT DEVELOPMENT OF TRACT C-5 (CONSERVATION) AND THE UPLAND BUFFERS THEREIN.
- THERE IS HEREBY CREATED, GRANTED, AND RESERVED FOR THE BENEFIT OF THE CITY OF DEBARY, OTHER AUTHORITIES OF LAW, AND OTHER PUBLIC SERVICE AND EMERGENCY SERVICE PROVIDERS, A NON-EXCLUSIVE EASEMENT OVER, UNDER AND THROUGH ANY PRIVATELY OWNED INTERNAL ROADS, ALLEYS, PAVED AREAS, AND SIDEWALKS FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ACCESS FOR THE PURPOSE OF PROVIDING PUBLIC AND EMERGENCY SERVICES TO THE COMMON AREA AND LOTS, INCLUDING BUT NOT LIMITED TO, POSTAL, FIRE PROTECTION, POLICE PROTECTION, EMERGENCY MEDICAL TRANSPORTATION, CODE ENFORCEMENT, SOLID WASTE AND RECYCLING, UTILITIES, AND OTHER PUBLIC AND EMERGENCY SERVICES.
- THE CITY OF DEBARY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE, AND OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, ANY AND ALL STORMWATER MANAGEMENT SYSTEMS AND FACILITIES, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AREAS, PONDS, BERMS, CONTROL STRUCTURES, WEIRS, PIPES, DITCHES, SWALES, GUTTERS, INLETS, MANHOLES, OUTFALLS, UNDERDRAINS, AND OTHER IMPROVEMENTS AND AREAS NOT DEDICATED TO THE PUBLIC OF THE CITY, INCLUDING, WITHOUT LIMITATION, TRACTS P-10 THROUGH P-12 (STORMWATER) AND THE IMPROVEMENTS THEREON, WHICH INCLUDES THE RIGHT OF REASONABLE INGRESS AND EGRESS OVER AND THROUGH PRIVATE ROADS, DRAINAGE TRACTS AND DRAINAGE EASEMENTS OF THE SUBDIVISION, AND THE RIGHT TO MAKE ALTERATIONS TO AND UTILIZE THE STORMWATER MANAGEMENT SYSTEM AND FACILITIES DURING EMERGENCY CONDITIONS FOR THE PROTECTION OF THE PUBLIC HEALTH, SAFETY, AND WELFARE, IN THE EVENT ANY OR ALL OF THE SAID SYSTEMS, FACILITIES, IMPROVEMENTS, PROPERTIES, OR AREAS: (i) ARE NOT MAINTAINED, REPAIRED, OR REPLACED IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF DEBARY LAND DEVELOPMENT CODE, IN ACCORDANCE WITH GOOD ENGINEERING PRACTICES, OR IN CONFORMANCE WITH APPROVED PLANS AND SPECIFICATIONS, (ii) BECOME A NUISANCE OR THREAT TO PUBLIC HEALTH, SAFETY, OR WELFARE, OR (iii) IN THE EVENT THE CITY OF DEBARY EXERCISES ITS AFOREMENTIONED RIGHT; EACH OF THE LOT OWNERS OF THE SUBDIVISION ARE HEREBY ULTIMATELY RESPONSIBLE FOR PAYMENT OF THE COST OF MAINTENANCE, REPAIR, REPLACEMENT, AND CARE PROVIDED BY THE CITY OF DEBARY OR ITS CONTRACTORS AND AGENTS, PLUS ADMINISTRATIVE COSTS, ENGINEERING COSTS, AND ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY OF DEBARY. THE CHARGES AGAINST THE LOT OWNERS OF THE SUBDIVISION FOR THE AFORESAID COSTS SHALL BE IN A PRO-RATA SHARE BASED ON A METHODOLOGY TO BE DETERMINED BY THE CITY TO BE EQUITABLE. IF SAID COSTS ARE NOT PAID WITHIN 20 DAYS OF INVOICING, THEN SAID COSTS SHALL CONSTITUTE A LIEN ON THE PROPERTY OF THE OWNERS WHICH FAIL TO PAY SUCH COSTS AND MAY BE ENFORCED, WITHOUT LIMITATION, BY FORECLOSURE, SPECIAL ASSESSMENT, MONETARY JUDGEMENT, OR AS MAY OTHERWISE BE PERMITTED BY LAW OR AN ACTION IN EQUITY. THIS RIGHT, AND THE CITY OF DEBARY'S EXERCISE OF SAID RIGHT, SHALL NOT IMPOSE ANY OBLIGATION ON THE CITY OF DEBARY TO MAINTAIN, REPAIR, REPLACE, OR OTHERWISE CARE FOR SAID STORMWATER MANAGEMENT SYSTEMS AND FACILITIES, INCLUDING WITH RESPECT TO ANY SYSTEMS, FACILITIES, OR IMPROVEMENTS PREVIOUSLY MAINTAINED, REPAIRED OR, REPLACED OR OTHERWISE CARED FOR BY THE CITY OF DEBARY, INCLUDING, WITHOUT LIMITATION, TRACTS P-10 THROUGH P-12 (STORMWATER) AND THE IMPROVEMENTS THEREON.
- THE PRESENT AND FUTURE OWNERS OF LOTS 477 THROUGH 697, INCLUSIVE, ARE SUBJECT TO NON AD VALOREM SPECIAL ASSESSMENTS BY "THE DISTRICT" IN ADDITION TO AD VALOREM TAXES IMPOSED BY OTHER ENTITIES SUCH AS THE SCHOOL DISTRICT, VOLUSIA COUNTY, CITY OF DEBARY, AND OTHER GOVERNMENTAL ENTITIES AND IN ADDITION TO "THE ASSOCIATION" ASSESSMENTS.
- THE DEDICATOR/OWNER FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS HEREBY DISCLAIMS, RELEASES AND QUIT CLAIMS TO THE CITY OF DEBARY ANY AND ALL RIGHTS, TITLE, AND INTERESTS THE DEDICATOR/OWNER MAY HAVE IN FORT FLORIDA ROAD AND TO ANY GAPS AND GORES THAT MAY EXIST BETWEEN THE LANDS BEING SUBDIVIDED BY THIS PLAT AND FORT FLORIDA ROAD WHETHER BEING INSIDE OR OUTSIDE THE BOUNDARIES OF THIS PLAT.
- THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY OF DEBARY, VOLUSIA COUNTY, AND THE PUBLIC. THE UTILITIES ARE TO BE OWNED AND MAINTAINED BY THE UTILITY PROVIDER. THE PURPOSE OF THE UTILITY EASEMENTS SHOWN ARE AS FOLLOWS: INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, SANITARY SEWERS, WATER MAINS, POWER LINES, GAS LINES, TELEPHONE LINES, AND CABLEVISION LINES.
- THE TRAIL EASEMENT SHOWN HEREON IS HEREBY DEDICATED TO THE CITY OF DEBARY AND THE PUBLIC, AND MAINTAINED BY THE CITY OF DEBARY.
- A 5.00 FOOT ACCESS AND DRAINAGE EASEMENT ALONG THE SIDES AND REAR OF EACH LOT SHALL BE OWNED AND MAINTAINED BY THE OWNER OF EACH RESPECTIVE LOT AND SHALL PROVIDE THE ASSOCIATION THE RIGHT BUT NOT THE OBLIGATION TO MAINTAIN SAID EASEMENT.
- THE ORDINARY HIGH WATER LINE FOR THE ST. JOHNS RIVER HAS NOT BEEN ESTABLISHED. THE SITE UPLAND LINE SHOWN HEREON HAS BEEN ESTABLISHED BY THE FLORIDA DEPARTMENT OF THE ENVIRONMENTAL PROTECTION, ELEVATION 2.50' NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). THE SAFE UPLAND LINE IS AT OR ABOVE THE ORDINARY HIGH WATER LINE. THE SAFE UPLAND LINE IS AN AMBULATORY LINE THAT MAY SHIFT WITH LONG TERM NATURAL CHANGES IN THE SHORELINE.

SPECIAL EXCEPTIONS:

- NOTICE OF ESTABLISHMENT OF RIVINGTON COMMUNITY DEVELOPMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 7617, PAGE 4390, DECLARATION OF CONSENT TO JURISDICTION OF RIVINGTON COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSE SPECIAL ASSESSMENTS OF RECORD AT OFFICIAL RECORDS BOOK 7815, PAGE 1012, AND AS AFFECTED BY THAT NOTICE OF PUBLIC FINANCING RIVINGTON COMMUNITY DEVELOPMENT DISTRICT AS NOTED IN OFFICIAL RECORDS BOOK 7815, PAGE 1025, AND FURTHER AS AFFECTED BY THAT CERTAIN COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AND CONTRACT RIGHTS RELATING TO THE RIVINGTON COMMUNITY DEVELOPMENT DISTRICT OF RECORD AT OFFICIAL RECORDS BOOK 7815, PAGE 1040, AND AS FURTHER AFFECTED BY THAT CERTAIN AGREEMENT BETWEEN RIVINGTON COMMUNITY DEVELOPMENT DISTRICT AND HR RIVINGTON LLC, REGARDING THE TRUE-UP AND PAYMENT OF SERIES 2020 PROJECT ASSESSMENTS AS NOTED IN OFFICIAL RECORDS BOOK 7815, PAGE 1051, AND AS AFFECTED BY THAT CERTAIN AGREEMENT BETWEEN RIVINGTON COMMUNITY DEVELOPMENT DISTRICT AND HR RIVINGTON, LLC, REGARDING THE TRUE-UP PAYMENT OF SERIES 2022 PROJECT ASSESSMENTS OF RECORD IN OFFICIAL RECORDS BOOK 8228, PAGE 4590, SAME BEING RE-RECORDED IN OFFICIAL RECORDS BOOK 8246, PAGE 123, AND AS AFFECTED BY THAT CERTAIN COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AND CONTRACT RIGHTS RELATING TO THE RIVINGTON COMMUNITY DEVELOPMENT DISTRICT OF RECORD AT OFFICIAL RECORDS BOOK 8228, PAGE 4667, AND ALSO AS AFFECTED BY THAT CERTAIN DECLARATION OF CONSENT TO JURISDICTION OF RIVINGTON COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSE SPECIAL ASSESSMENTS OF RECORD AT OFFICIAL RECORDS BOOK 8228, PAGE 4678. AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, AND THERE ARE NO PLOTTABLE EASEMENTS
- ROAD MAINTENANCE DEVELOPERS AGREEMENT OF RECORD AT OFFICIAL RECORDS BOOK 7777, PAGE 4803. AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, AND THERE ARE NO PLOTTABLE EASEMENTS
- MASTER UTILITY SERVICE AGREEMENT FOR RIVINGTON DEVELOPMENT OF RECORD IN OFFICIAL RECORDS BOOK 7800, PAGE 1613. AND AS AFFECTED BY THAT CERTAIN FIRST AMENDMENT TO THE JANUARY 9, 2020 UTILITY SERVICE AGREEMENT FOR RIVINGTON DEVELOPMENT OF RECORD AT OFFICIAL RECORDS BOOK 8435, PAGE 1300. AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, AND THERE ARE NO PLOTTABLE EASEMENTS
- DECLARATION OF COVENANTS AND RESTRICTIONS FOR RIVINGTON, AS RECORDED IN OFFICIAL RECORDS BOOK 7906, PAGE 1540, AND AS AFFECTED BY THE CONSENT BY DECLARANT TO ADOPT AMENDED AND RESTATED ARTICLES OF INCORPORATION OF RIVINGTON HOMEOWNERS ASSOCIATION, INC. OF RECORD AT OFFICIAL RECORDS BOOK 7906, PAGE 1588, AND AS AFFECTED BY THE FIRST AMENDMENT OF RECORD IN OFFICIAL RECORDS BOOK 7988, PAGE 1810, AND FURTHER BY NOTICE OF RECORDING AMENDED AND RESTATED ARTICLES OF INCORPORATION OF RIVINGTON HOMEOWNERS ASSOCIATION INC OF RECORD AT OFFICIAL RECORDS BOOK 7912, PAGE 2653 AND AS AFFECTED BY THAT CERTAIN SECOND AMENDMENT OF RECORD AT OFFICIAL RECORDS BOOK 8241, PAGE 2209, AND AS AFFECTED BY THAT CERTAIN SUPPLEMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR RIVINGTON OF RECORD IN OFFICIAL RECORDS BOOK 8448, PAGE 111, AND AS AFFECTED BY THAT CERTAIN SUPPLEMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR RIVINGTON RECORDED IN OFFICIAL RECORDS BOOK 8467, PAGE 491. AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, AND THERE ARE NO PLOTTABLE EASEMENTS
- EASEMENT OF RECORD AT OFFICIAL RECORDS BOOK 8006, PAGE 1789. AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON



KEY MAP SHEETS 4-6
(BOUNDARY)
NOT TO SCALE



KEY MAP SHEETS 7-16
(LOTS & TRACTS)
NOT TO SCALE



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SHEETS 4 - 6 OF 16: BOUNDARY INFORMATION AND TRACT GEOMETRY
SHEETS 7 - 15 OF 16: LOT & TRACT GEOMETRY
SHEET 16 OF 16: TRACT C-5 (CONSERVATION)

NOTICE:
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RIVINGTON PHASE 3

A REPLAT OF TRACT FD-1, RIVINGTON PHASE 1C, MAP BOOK 62, PAGES 112 THROUGH 116, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND AN UNRECORDED PORTION OF LAND LYING IN SECTION 8, TOWNSHIP 19 SOUTH, RANGE 30 EAST, CITY OF DEBARY, VOLUSIA COUNTY, FLORIDA

SHEET 3 OF 16

PLAT BOOK _____ PAGE _____



VICINITY MAP:
SCALE 1" = 400'



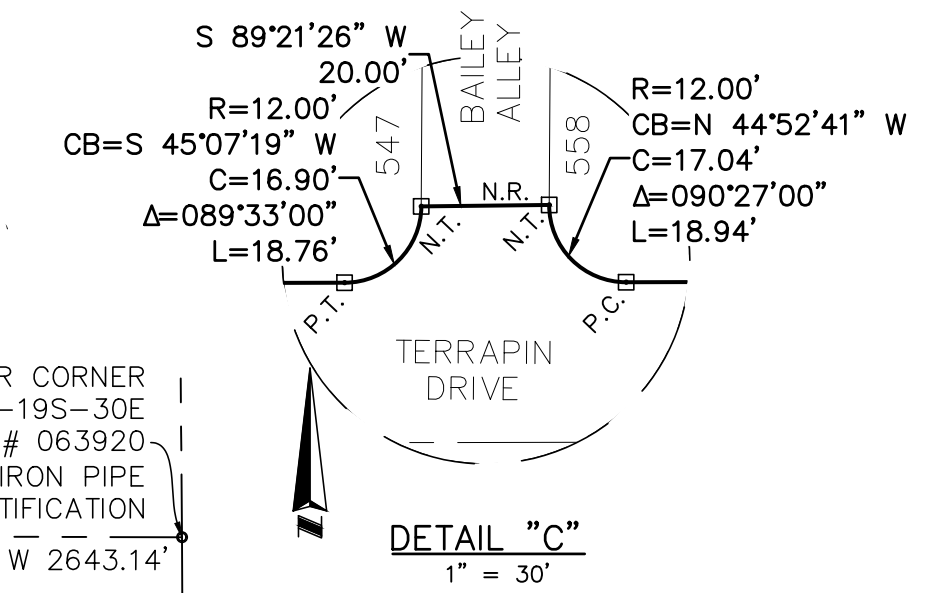
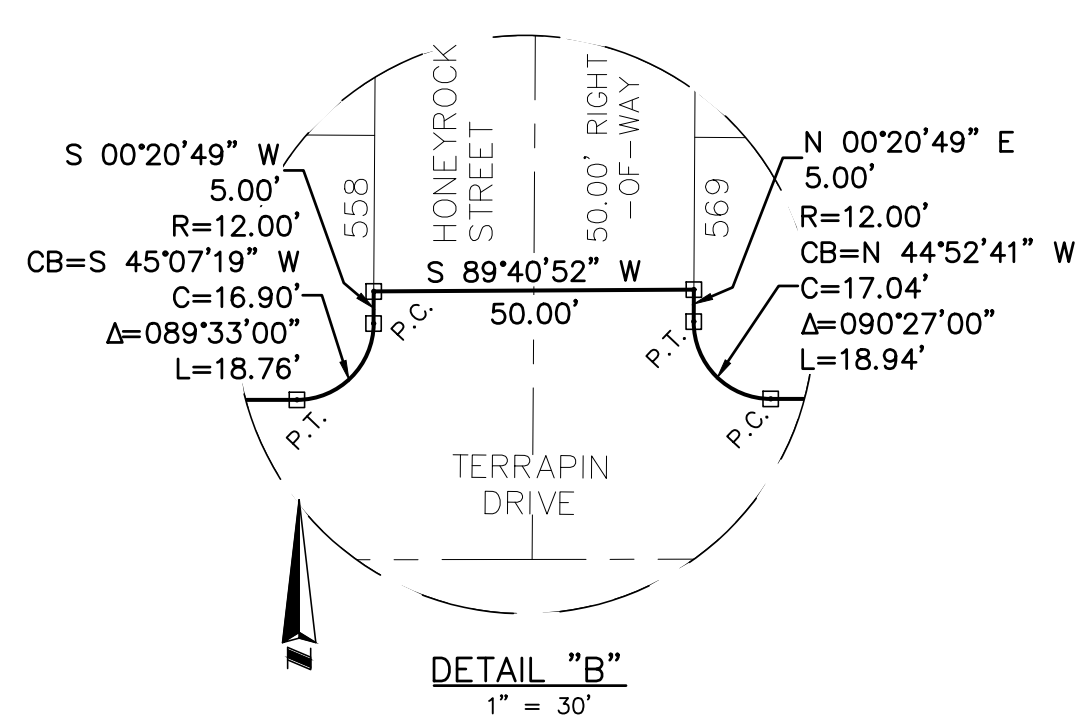
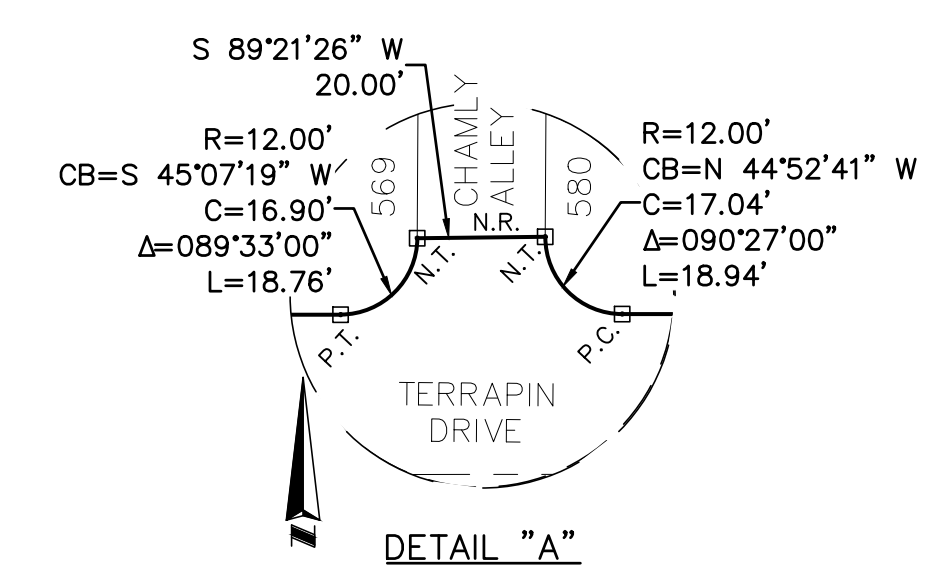
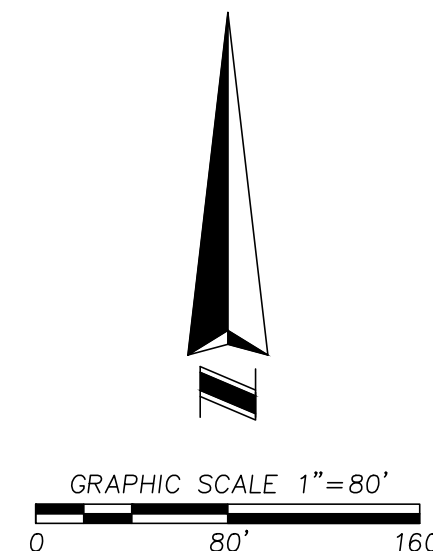
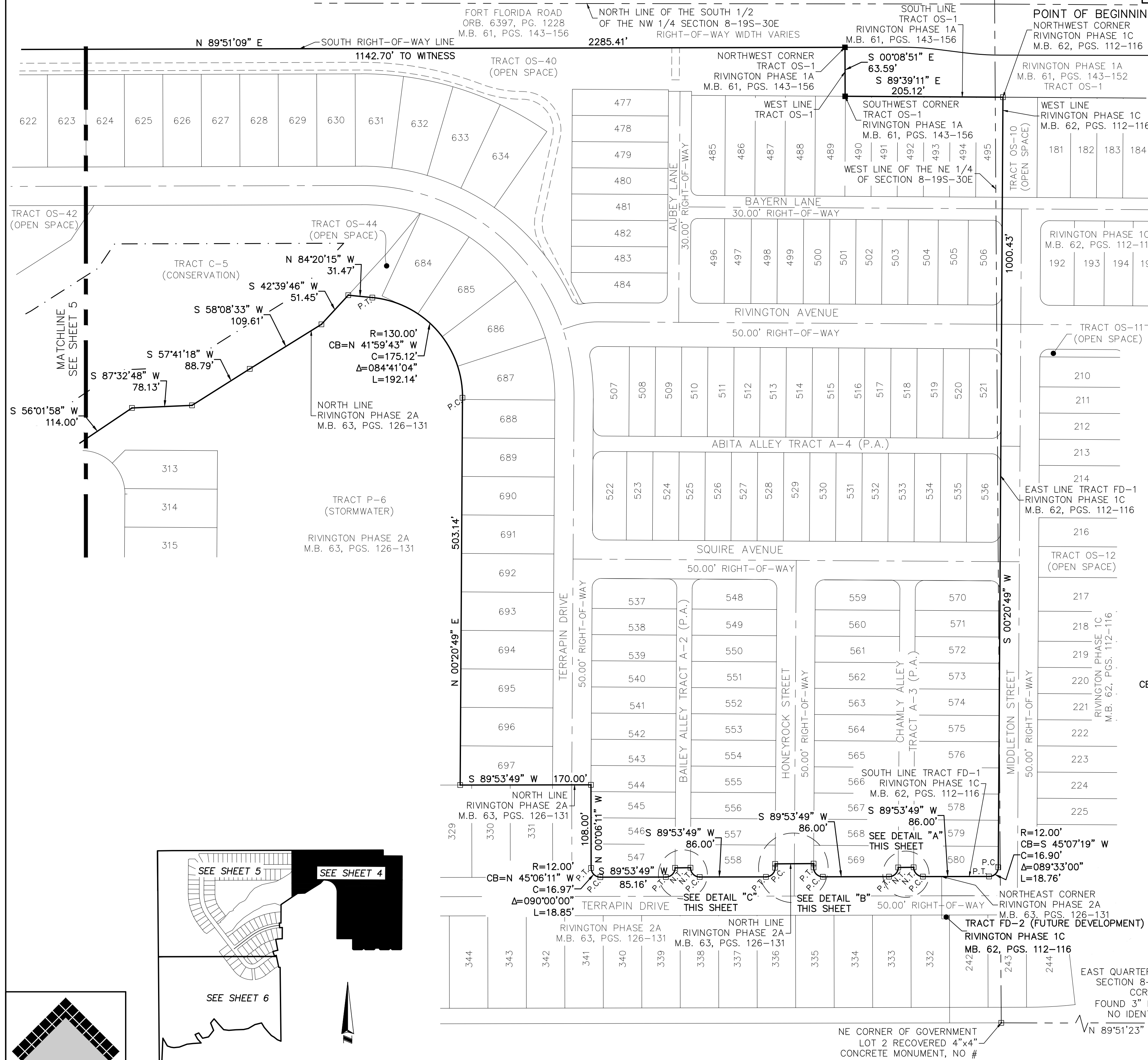
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KEY MAP SHEETS 4-6 (BOUNDARY) NOT TO SCALE

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SOUTHEAST CORNER OF SECTION 8-19S-30E
CCR# 063923
FOUND 4'X4' CONCRETE MONUMENT WITH RAILROAD SPIKE, NO #

RIVINGTON PHASE 3

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SHEET 5 OF 16

PLAT BOOK _____ PAGE _____

NW CORNER OF SECTION 8-19S-30E
RECOVERED 4" X 4"
CONCRETE MONUMENT, #3144
CCR# 048282
S 00°23'22" E
1316.88'

NW CORNER OF THE SOUTH 1/2
OF THE NW 1/4 SECTION 8-19S-30E
FOUND 4" X 4"
CONCRETE MONUMENT, NO IDENTIFICATION

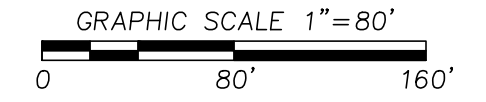
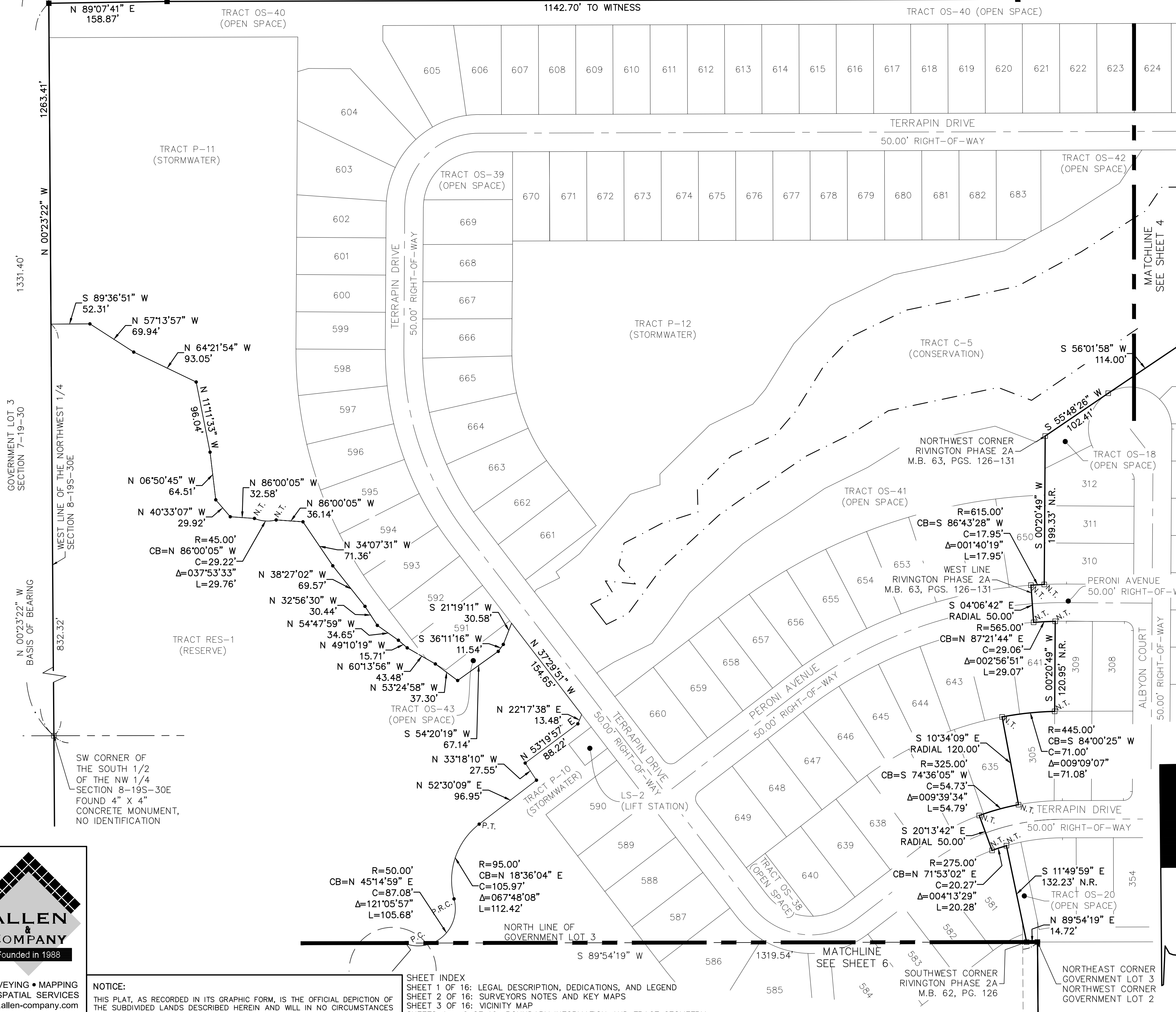
FORT FLORIDA ROAD
ORB. 6397, PG. 1228
M.B. 61, PGS. 143-156

NORTH LINE OF THE SOUTH 1/2
OF THE NW 1/4 SECTION 8-19S-30E

RIGHT-OF-WAY WIDTH VARIES

2285.41' SOUTH RIGHT-OF-WAY LINE

WITNESS



GOVERNMENT LOT 3
SECTION 7-19-30

WEST LINE OF THE NORTHWEST 1/4
SECTION 8-19S-30E

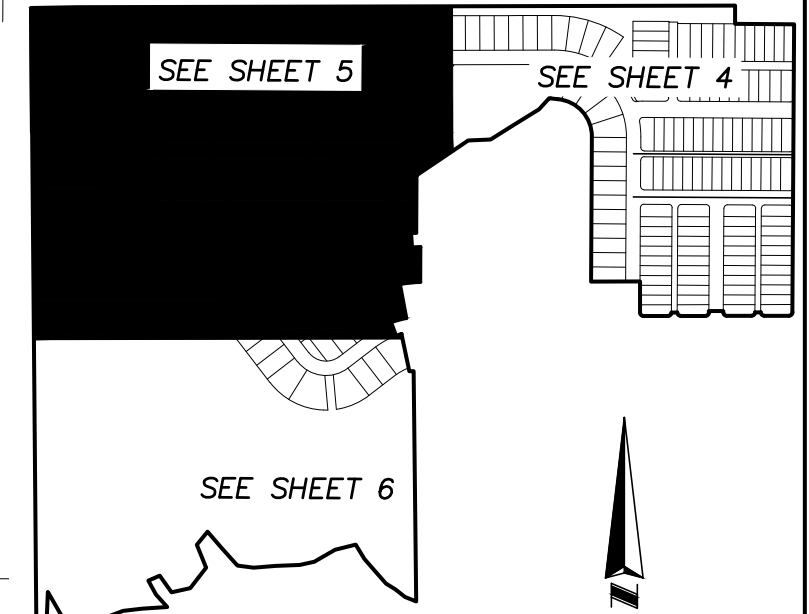
SW CORNER OF
THE SOUTH 1/2
OF THE NW 1/4
SECTION 8-19S-30E
FOUND 4" X 4"
CONCRETE MONUMENT,
NO IDENTIFICATION



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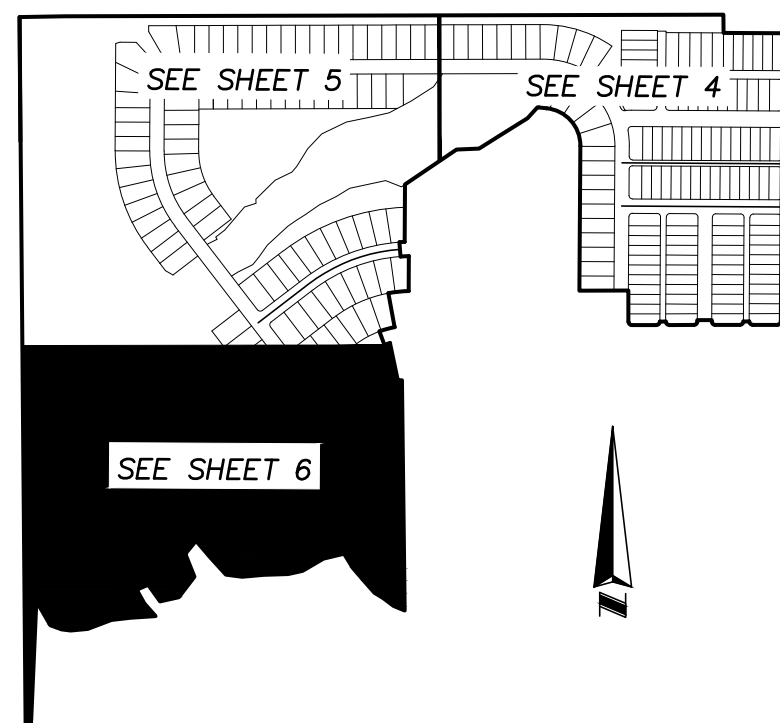
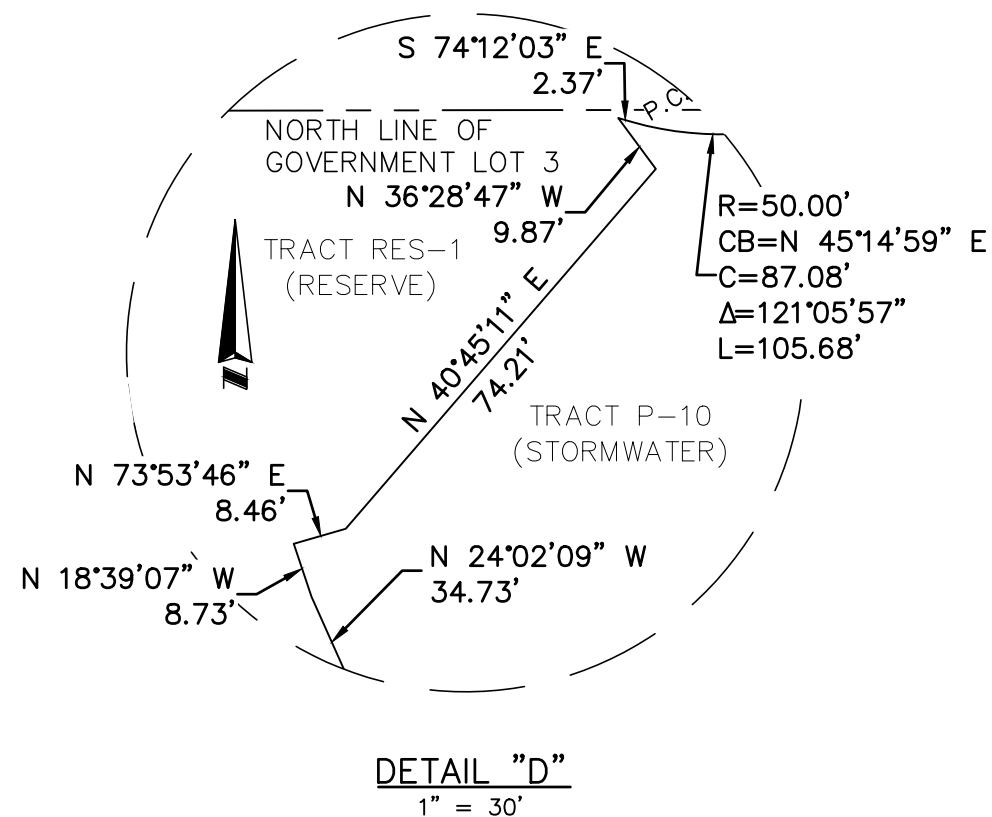
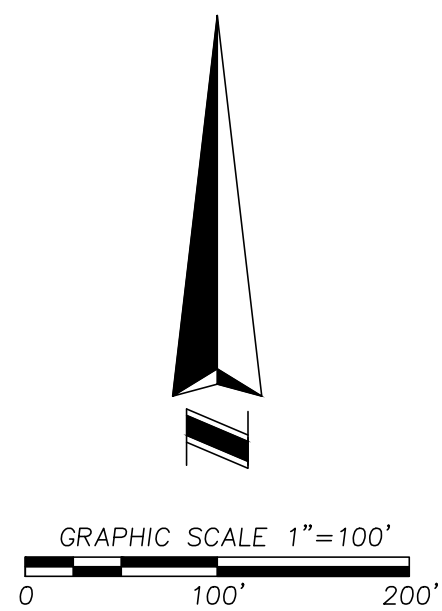


RIVINGTON PHASE 3

SHEET 6 OF 16

PLAT BOOK _____ PAGE _____

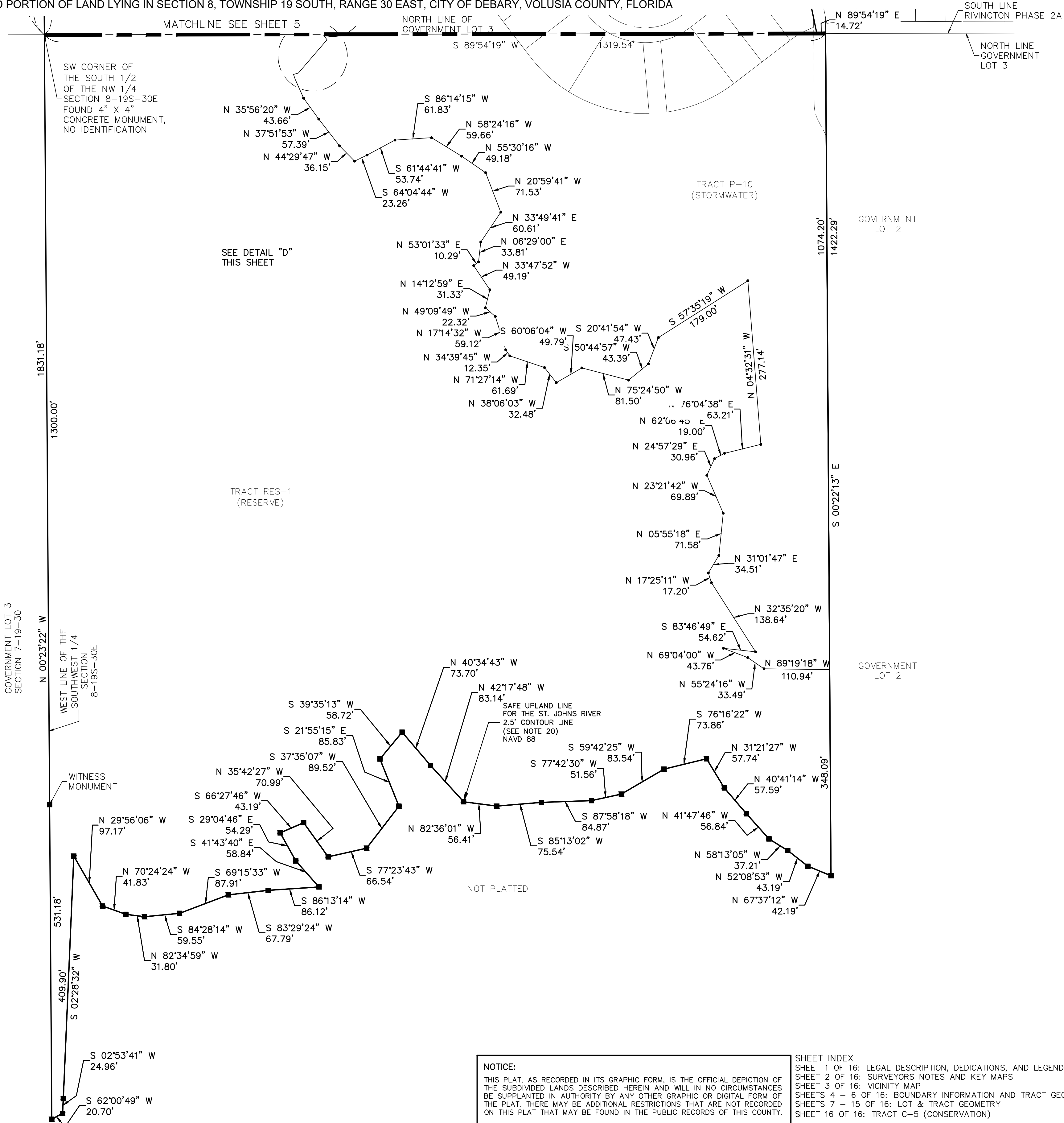
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RIVINGTON PHASE 3

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NW CORNER OF THE SOUTH 1/2 OF THE NW 1/4 SECTION 8-19S-30E FOUND 4" X 4" CONCRETE MONUMENT, NO IDENTIFICATION

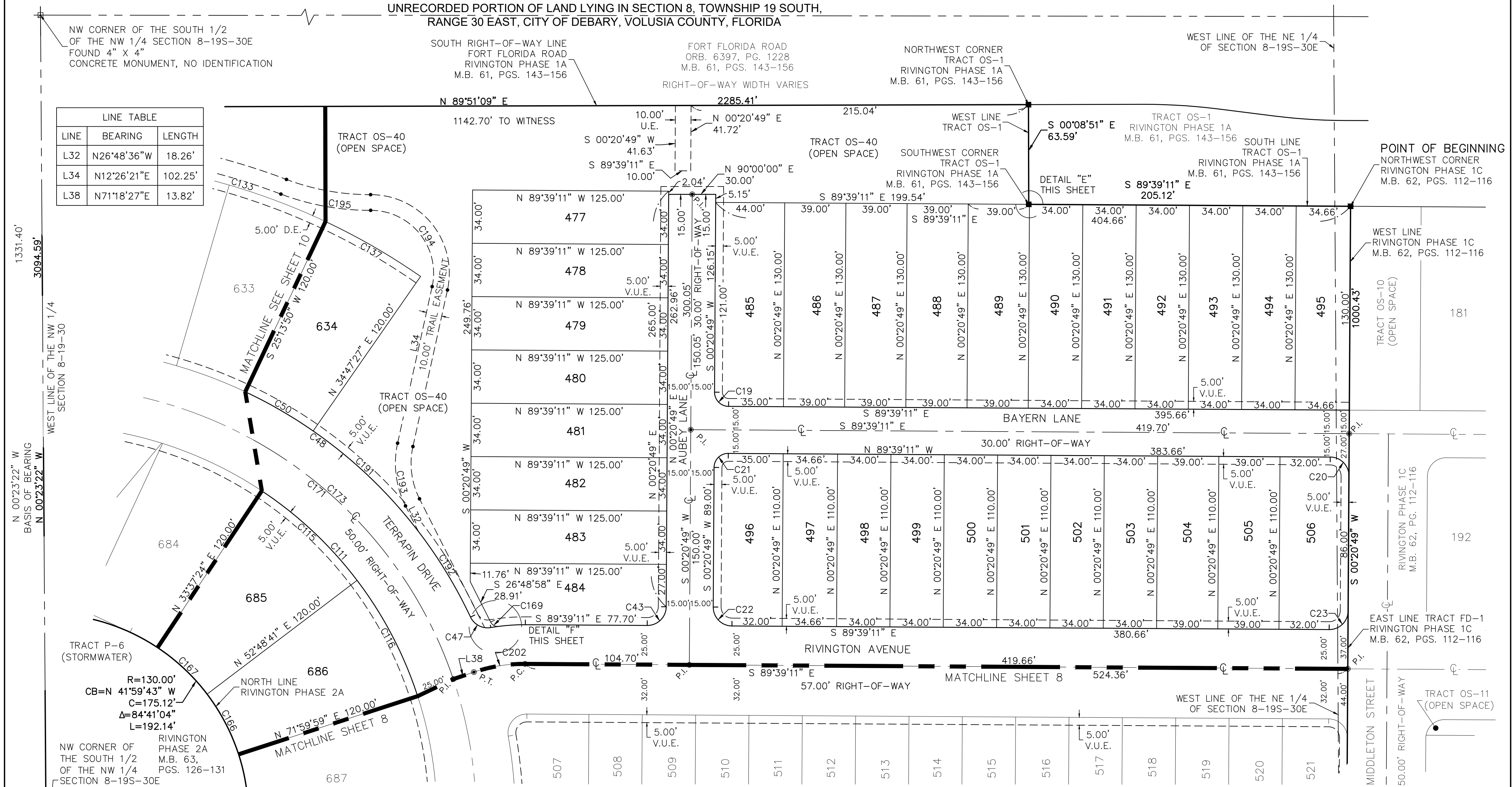
SOUTH RIGHT-OF-WAY LINE FORT FLORIDA ROAD RIVINGTON PHASE 1A M.B. 61, PGS. 143-156

FORT FLORIDA ROAD ORB. 6397, PG. 1228 M.B. 61, PGS. 143-156

NORTHWEST CORNER TRACT OS-1 RIVINGTON PHASE 1A M.B. 61, PGS. 143-156

WEST LINE OF THE NE 1/4 OF SECTION 8-19S-30E

LINE TABLE		
LINE	BEARING	LENGTH
L32	N26°48'36"W	18.26'
L34	N12°26'21"E	102.25'
L38	N71°18'27"E	13.82'

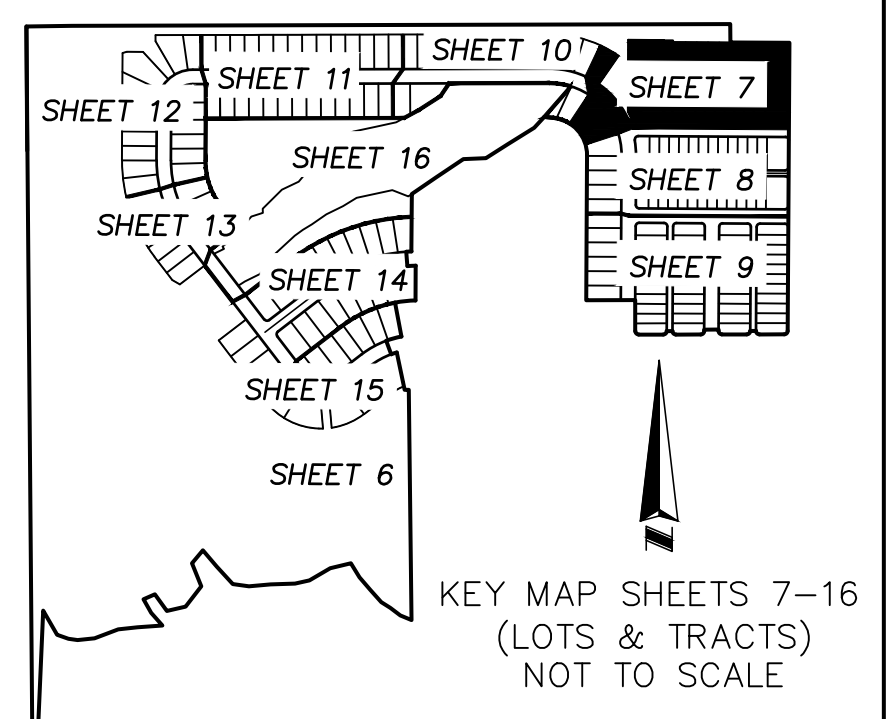
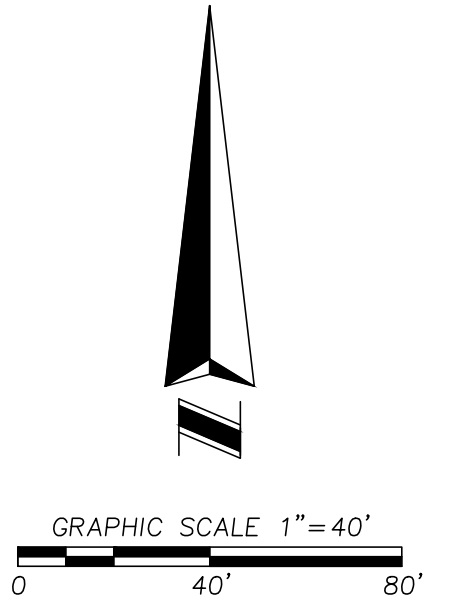
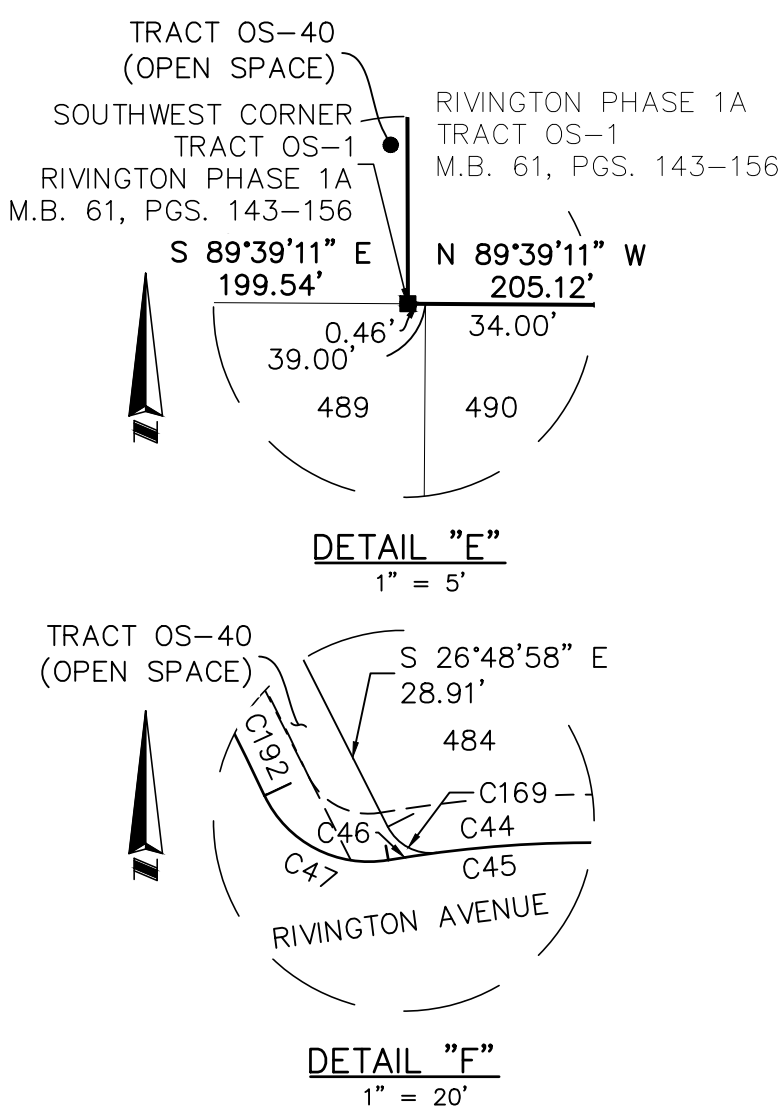


R=130.00'
CB=N 41°59'43" W
C=175.12'
Δ=84°41'04"
L=192.14'

NW CORNER OF THE SOUTH 1/2 OF THE NW 1/4 SECTION 8-19S-30E FOUND 4" X 4" CONCRETE MONUMENT, NO IDENTIFICATION

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C19	9.00'	S44°39'11"E	12.73'	90°00'00"	14.14'
C20	12.00'	N44°39'11"W	16.97'	90°00'00"	18.85'
C21	9.00'	S45°20'49"W	12.73'	90°00'00"	14.14'
C22	12.00'	S44°39'11"E	16.97'	90°00'00"	18.85'
C23	12.00'	N45°20'49"E	16.97'	90°00'00"	18.85'
C43	12.00'	N45°20'49"E	16.97'	90°00'00"	18.85'
C44	125.00'	N85°16'22"E	22.11'	10°08'55"	22.14'
C45	125.00'	S86°26'41"W	17.01'	07°48'16"	17.03'
C46	125.00'	S81°22'14"W	5.11'	02°20'39"	5.11'
C47	12.00'	S62°30'00"E	14.54'	74°36'10"	15.62'
C48	300.00'	S57°40'41"E	322.20'	64°57'32"	340.12'
C50	300.00'	S59°59'21"E	50.00'	09°33'37"	50.06'
C111	250.00'	S44°54'19"E	355.11'	90°30'16"	394.90'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C115	250.00'	N46°46'57"W	83.33'	19°11'17"	83.72'
C116	250.00'	N27°35'40"W	83.33'	19°11'17"	83.72'
C133	420.00'	S72°41'00"E	252.23'	34°56'54"	256.18'
C137	420.00'	S59°59'21"E	70.00'	09°33'37"	70.08'
C166	130.00'	N27°35'40"W	43.33'	19°11'17"	43.54'
C167	130.00'	N46°46'57"W	43.33'	19°11'17"	43.54'
C169	5.00'	S62°08'12"E	5.78'	70°38'29"	6.16'
C171	275.00'	N44°54'19"W	390.62'	90°30'16"	434.39'
C173	275.00'	N54°25'30"W	321.20'	71°27'54"	343.01'
C191	300.00'	S46°18'50"E	92.78'	17°47'25"	93.15'
C192	300.00'	S31°18'31"E	63.86'	12°13'13"	63.98'
C193	60.00'	N07°11'18"W	40.31'	39°15'19"	41.11'
C194	40.00'	N38°52'44"W	62.45'	102°38'10"	71.65'
C195	160.00'	N79°43'25"W	58.17'	20°56'47"	58.49'



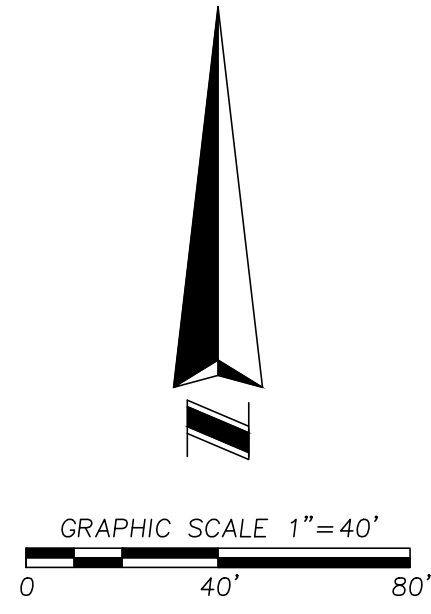
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RIVINGTON PHASE 3

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R=130.00'
CB=N 41°59'43" W
C=175.12'
Δ=84°41'04"
L=192.14'

TRACT P-6
(STORMWATER)
RIVINGTON PHASE 2A
M.B. 63, PGS. 126-131

EAST LINE TRACT FD-1
RIVINGTON PHASE 1C
M.B. 62, PGS. 112-116

TRACT OS-11
(OPEN SPACE)

TRACT OS-12
(OPEN SPACE)

CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C24	12.00'	N44°39'11"W	16.97'	90°00'00"	18.85'
C25	12.00'	S40°12'22"W	18.42'	100°16'54"	21.00'
C26	300.00'	S04°47'38"E	53.76'	10°16'54"	53.83'
C29	12.00'	S44°39'11"E	16.97'	90°00'00"	18.85'
C30	12.00'	N45°20'49"E	16.97'	90°00'00"	18.85'
C31	12.00'	N44°39'11"W	16.97'	90°00'00"	18.85'
C32	12.00'	S45°20'49"W	16.97'	90°00'00"	18.85'

CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C33	12.00'	S44°39'11"E	16.97'	90°00'00"	18.85'
C34	12.00'	N45°20'49"E	16.97'	90°00'00"	18.85'
C111	250.00'	S44°54'19"E	355.11'	90°30'16"	394.90'
C117	250.00'	N08°49'36"W	79.71'	18°20'51"	80.06'
C165	130.00'	N08°49'36"W	41.45'	18°20'51"	41.63'
C171	275.00'	N44°54'19"W	390.62'	90°30'16"	434.39'
C172	275.00'	N09°10'22"W	90.96'	19°02'22"	91.38'
C173	275.00'	N54°25'30"W	321.20'	71°27'54"	343.01'
C202	100.00'	N80°49'38"E	33.08'	19°02'22"	33.23'

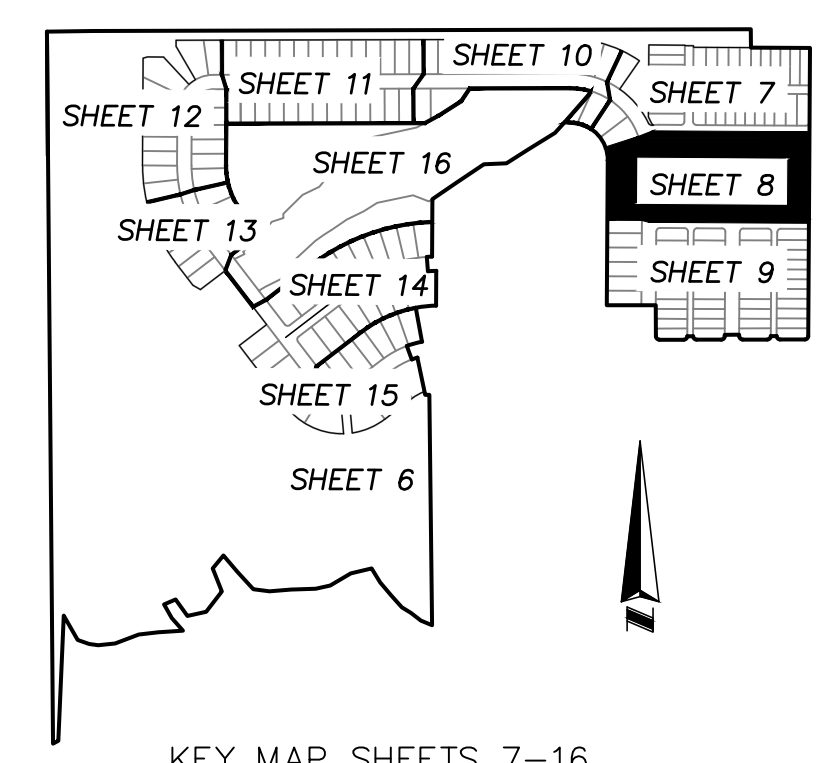
LINE	BEARING	LENGTH
L38	N71°18'27"E	13.82'



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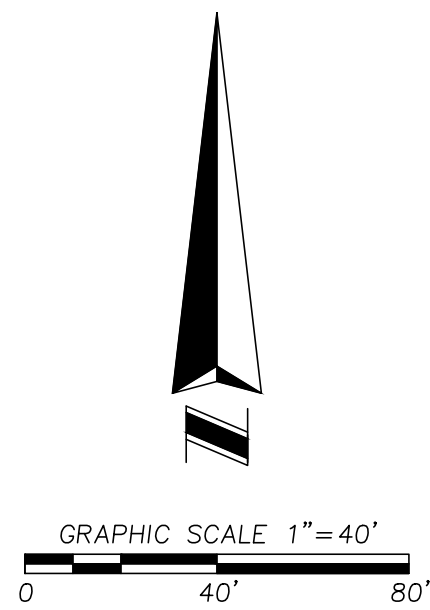
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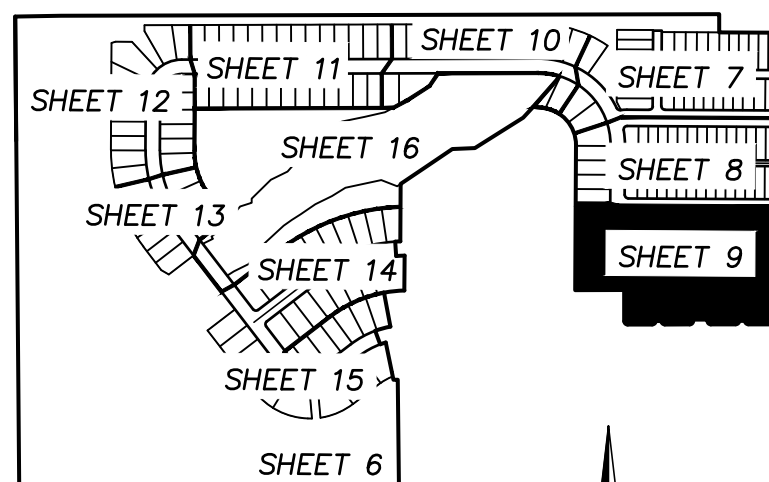
KEY MAP SHEETS 7-16
(LOTS & TRACTS)
NOT TO SCALE

RIVINGTON PHASE 3

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TRACT P-6
(STORMWATER)
RIVINGTON PHASE 2A
M.B. 63, PGS. 126-131



KEY MAP SHEETS 7-16
(LOTS & TRACTS)
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CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C35	12.00'	N44°39'11"W	16.97'	90°00'00"	18.85'
C36	12.00'	S45°20'49"W	16.97'	90°00'00"	18.85'
C37	12.00'	N44°39'11"W	16.97'	90°00'00"	18.85'
C38	12.00'	S45°20'49"W	16.97'	90°00'00"	18.85'
C39	12.00'	N44°39'11"W	16.97'	90°00'00"	18.85'
C40	12.00'	S45°20'49"W	16.97'	90°00'00"	18.85'
C41	12.00'	N44°39'11"W	16.97'	90°00'00"	18.85'
C42	12.00'	S45°20'49"W	16.97'	90°00'00"	18.85'



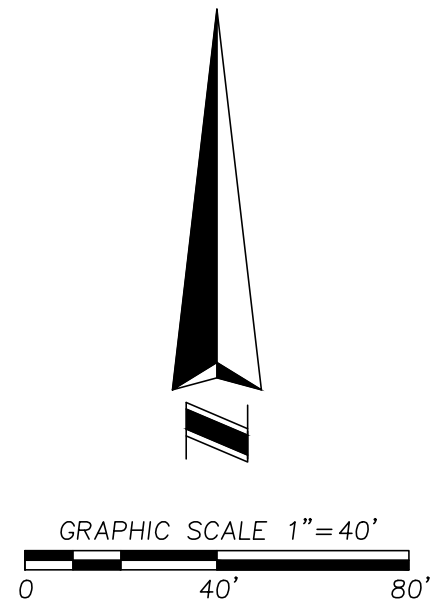
R=12.00'
CB=S 45°07'19" W
C=16.90'
Δ=89°33'00"
L=18.76'

RIVINGTON PHASE 3

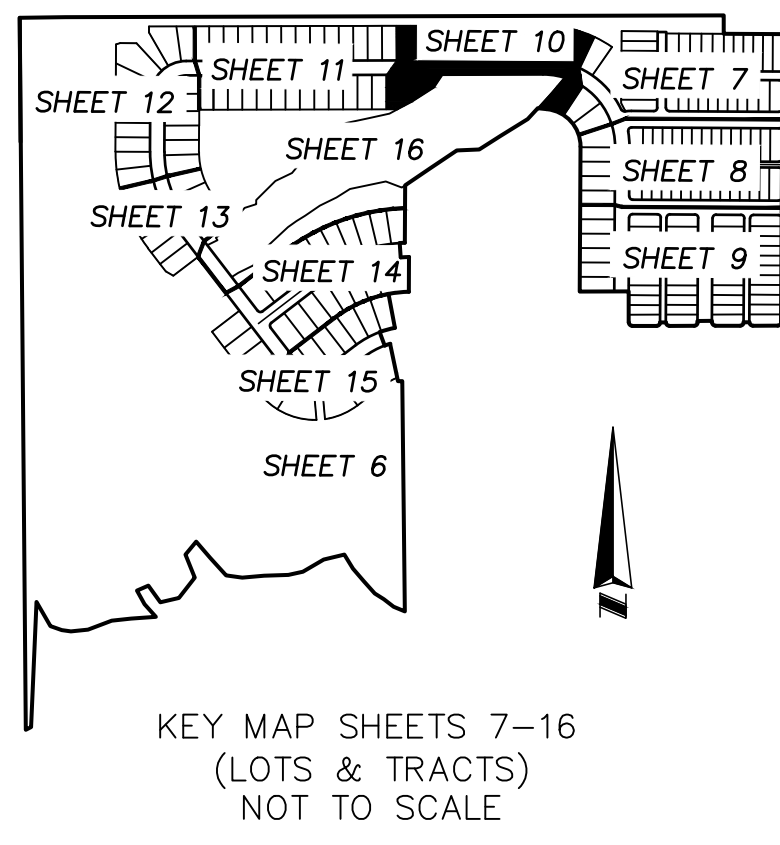
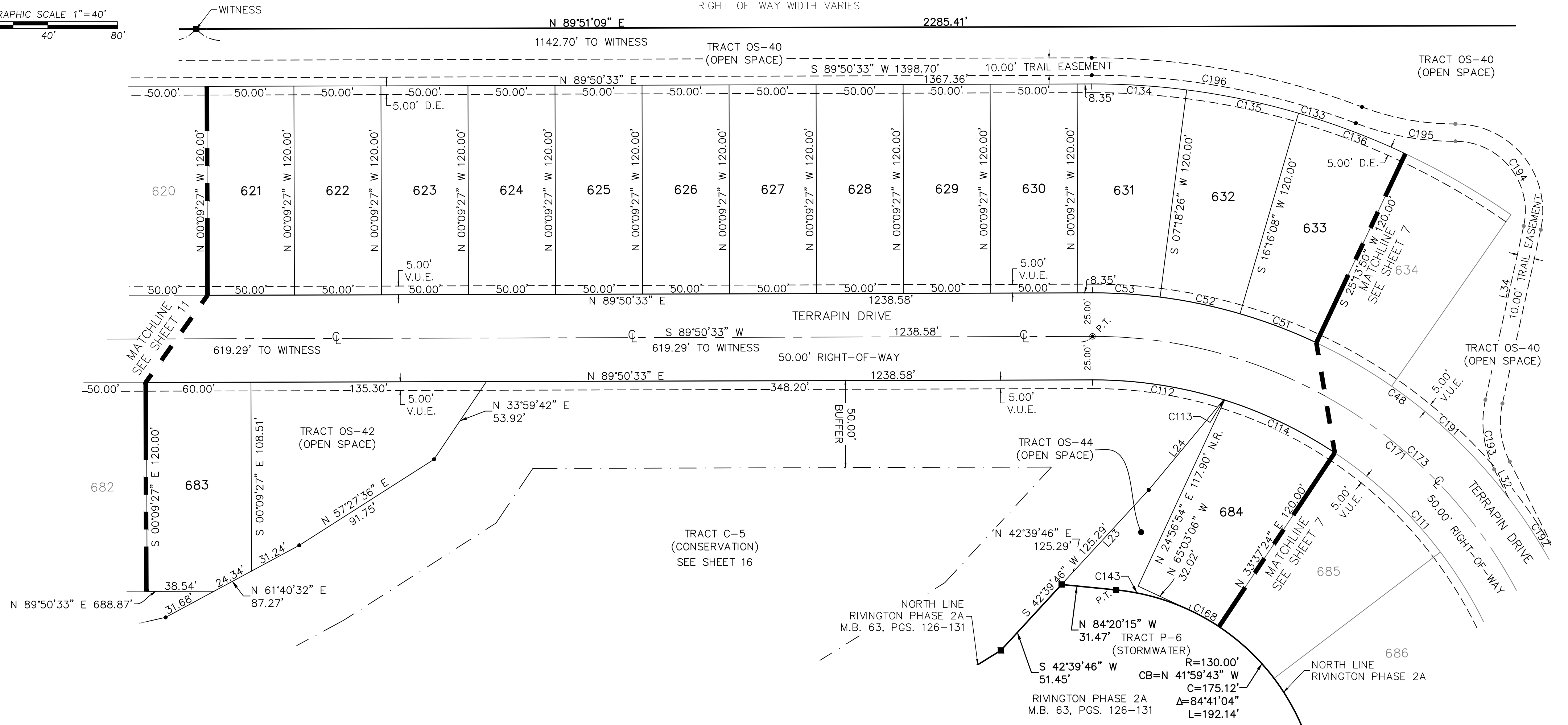
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PLAT BOOK _____ PAGE _____



FORT FLORIDA ROAD
ORB. 6397, PG. 1228
M.B. 61, PGS. 143-156
RIGHT-OF-WAY WIDTH VARIES



CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C48	300.00'	S57°40'41"E	322.20'	64°57'32"	340.12'
C51	300.00'	S69°15'00"E	46.87'	08°57'42"	46.92'
C52	300.00'	S78°12'42"E	46.87'	08°57'42"	46.92'
C53	300.00'	S86°25'30"E	39.06'	07°27'54"	39.09'
C111	250.00'	S44°54'19"E	355.11'	90°30'16"	394.90'
C112	250.00'	N81°23'46"W	76.16'	17°31'21"	76.46'
C113	250.00'	N72°33'47"W	0.63'	00°08'38"	0.63'
C114	250.00'	N64°26'02"W	70.08'	16°06'52"	70.31'
C133	420.00'	S72°41'00"E	252.23'	34°56'54"	256.19'
C134	420.00'	S86°25'30"E	54.68'	07°27'54"	54.72'
C135	420.00'	S78°12'42"E	65.62'	08°57'42"	65.69'
C136	420.00'	S69°15'01"E	65.62'	08°57'42"	65.69'
C143	130.00'	N74°46'21"W	43.20'	19°07'48"	43.40'
C168	130.00'	N60°47'31"W	20.02'	08°49'51"	20.04'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C171	275.00'	N44°54'19"W	390.62'	90°30'16"	434.39'
C173	275.00'	N54°25'30"W	321.20'	71°27'54"	343.01'
C191	300.00'	S46°18'50"E	92.78'	17°47'25"	93.15'
C192	300.00'	S31°18'31"E	63.86'	12°13'13"	63.98'
C193	60.00'	N07°11'18"W	40.31'	39°15'19"	41.11'
C194	40.00'	N38°52'44"W	62.45'	102°38'10"	71.65'
C195	160.00'	N79°43'25"W	58.17'	20°56'47"	58.49'
C196	425.00'	N79°42'14"W	154.22'	20°54'25"	155.08'

LINE TABLE		
LINE	BEARING	LENGTH
L23	S42°39'46"W	73.84'
L24	S39°43'14"W	67.39'
L32	N26°48'36"W	18.26'
L34	N12°26'21"E	102.25'

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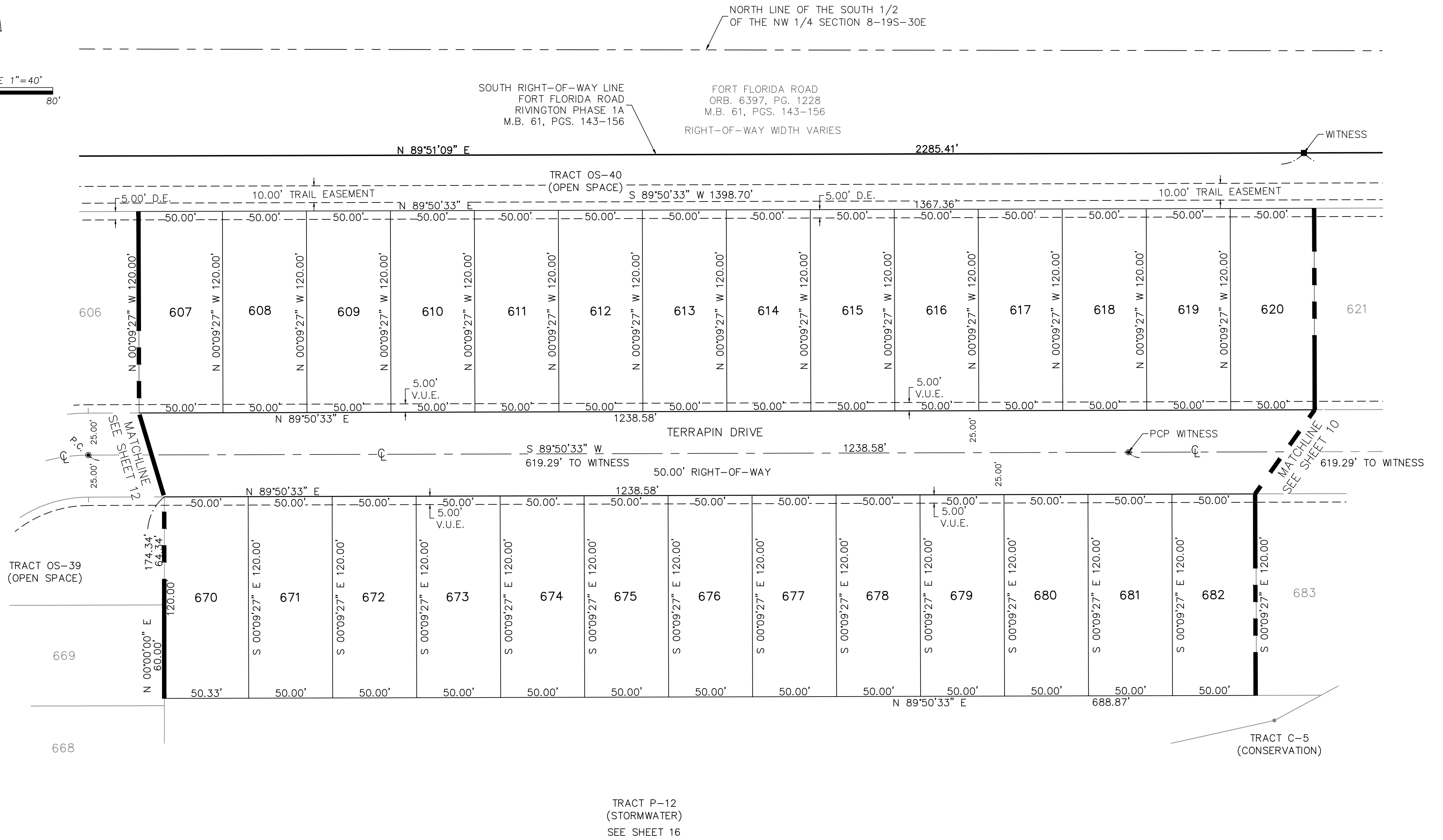
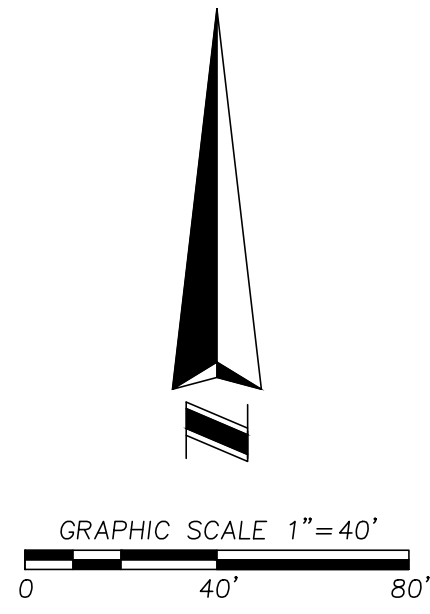
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RIVINGTON PHASE 3

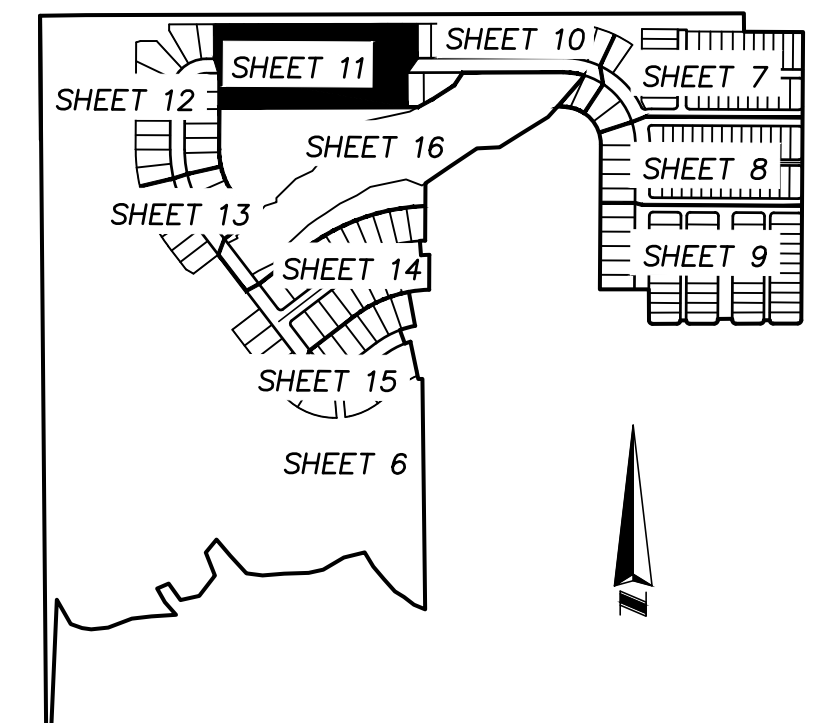
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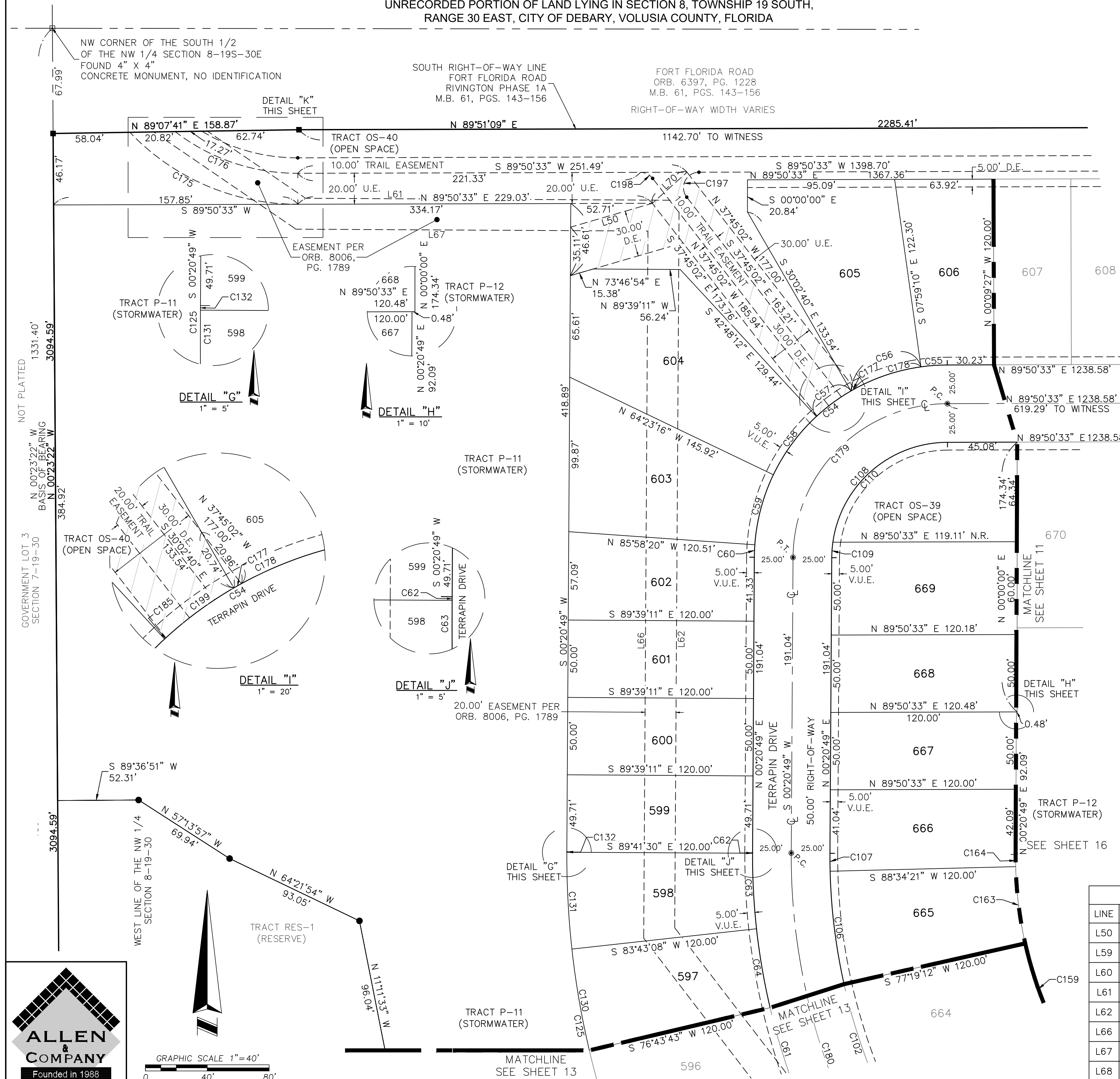
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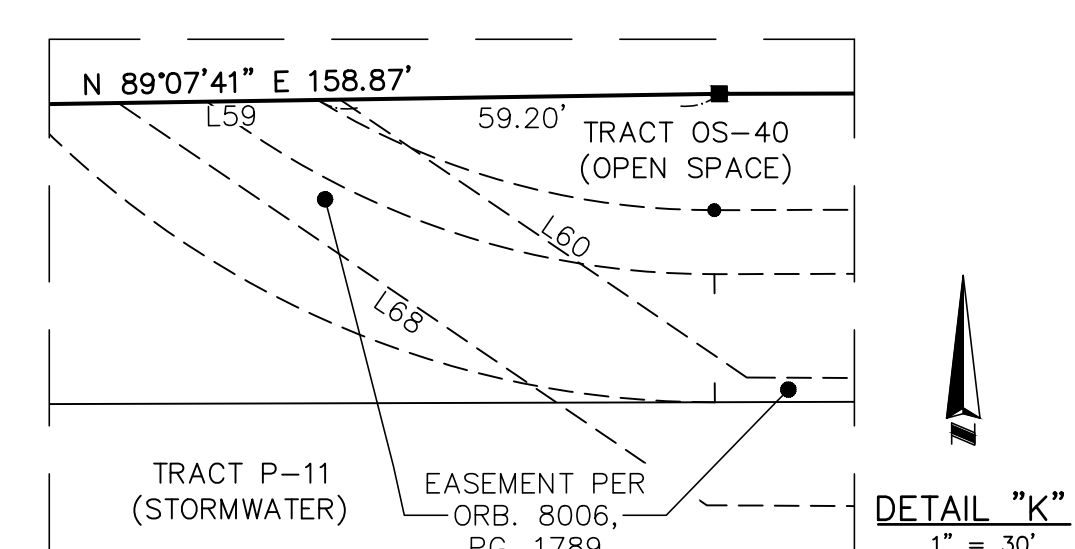
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(LOTS & TRACTS)
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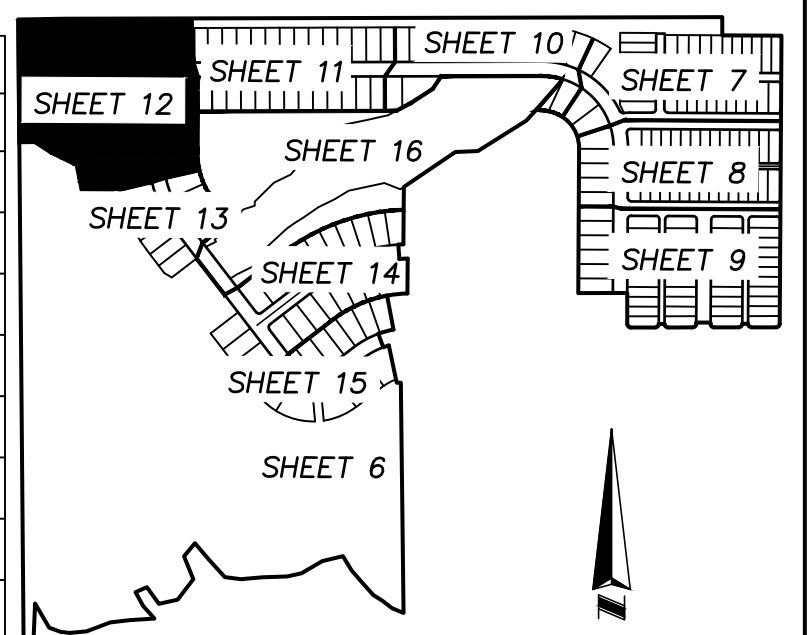
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CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C54	125.00'	S45°05'41"W	176.00'	89°29'44"	195.25'
C55	125.00'	S85°55'42"W	17.07'	07°49'43"	17.08'
C56	125.00'	S70°59'05"W	47.83'	22°03'30"	48.12'
C57	125.00'	S53°34'34"W	27.78'	12°45'31"	27.84'
C58	125.00'	S36°24'16"W	46.81'	21°35'04"	47.09'
C59	125.00'	S14°49'12"W	46.81'	21°35'04"	47.09'
C60	125.00'	S02°11'14"W	8.03'	03°40'50"	8.03'
C61	425.00'	S18°34'31"E	275.64'	37°50'41"	280.72'
C62	425.00'	S00°19'40"W	0.29'	00°02'19"	0.29'
C63	425.00'	S02°59'11"E	48.85'	06°35'22"	48.88'
C64	425.00'	S09°46'35"E	51.82'	06°59'25"	51.85'
C102	375.00'	N18°34'31"W	243.21'	37°50'41"	247.70'
C106	375.00'	S07°03'13"E	73.53'	11°15'09"	73.65'
C107	375.00'	S00°32'25"E	11.61'	01°46'28"	11.61'
C108	75.00'	N45°05'41"E	105.60'	89°29'44"	117.15'
C109	75.00'	S04°10'50"W	10.03'	07°40'02"	10.04'
C110	75.00'	S48°55'42"W	98.24'	81°49'42"	107.11'
C125	545.00'	S18°34'31"E	353.47'	37°50'41"	359.98'
C130	545.00'	S09°46'35"E	66.45'	06°59'25"	66.49'
C131	545.00'	S02°59'11"E	62.64'	06°35'22"	62.68'
C132	545.00'	S00°19'40"W	0.37'	00°02'19"	0.37'
C159	255.00'	N18°34'31"W	165.39'	37°50'41"	168.43'
C163	255.00'	N07°03'13"W	50.00'	11°15'09"	50.08'
C164	255.00'	N00°32'25"W	7.90'	01°46'28"	7.90'
C175	149.00'	S67°57'19"E	112.61'	44°24'16"	115.48'
C176	129.00'	N71°13'34"W	83.70'	37°51'44"	85.25'
C177	125.00'	S60°35'59"W	2.81'	01°17'18"	2.81'
C178	125.00'	S71°37'44"W	45.07'	20°46'12"	45.31'
C179	100.00'	S45°05'41"W	140.80'	89°29'44"	156.20'
C180	400.00'	S18°34'31"E	259.43'	37°50'41"	264.21'
C185	125.00'	S47°19'25"W	0.55'	01°15'13"	0.55'
C199	125.00'	S53°42'11"W	27.23'	12°30'19"	27.28'
C197	10.00'	S26°02'46"W	17.94'	127°35'35"	22.27'
C198	10.00'	N63°57'14"W	8.83'	52°24'25"	9.15'



LINE TABLE		
LINE	BEARING	LENGTH
L50	N73°42'54"E	55.01'
L59	S89°07'41"W	34.68'
L60	S55°39'15"E	76.89'
L61	S89°41'33"E	241.35'
L62	S00°20'49"W	470.15'
L66	N00°20'49"E	456.99'
L67	N89°41'33"W	227.46'
L68	N55°39'15"W	111.35'
L70	N48°09'45"E	30.08'



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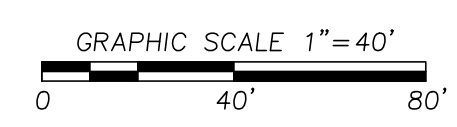
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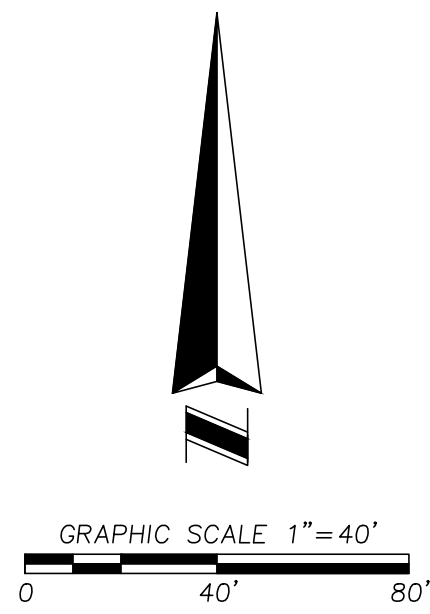


DRAINAGE EASEMENT (D.E.)



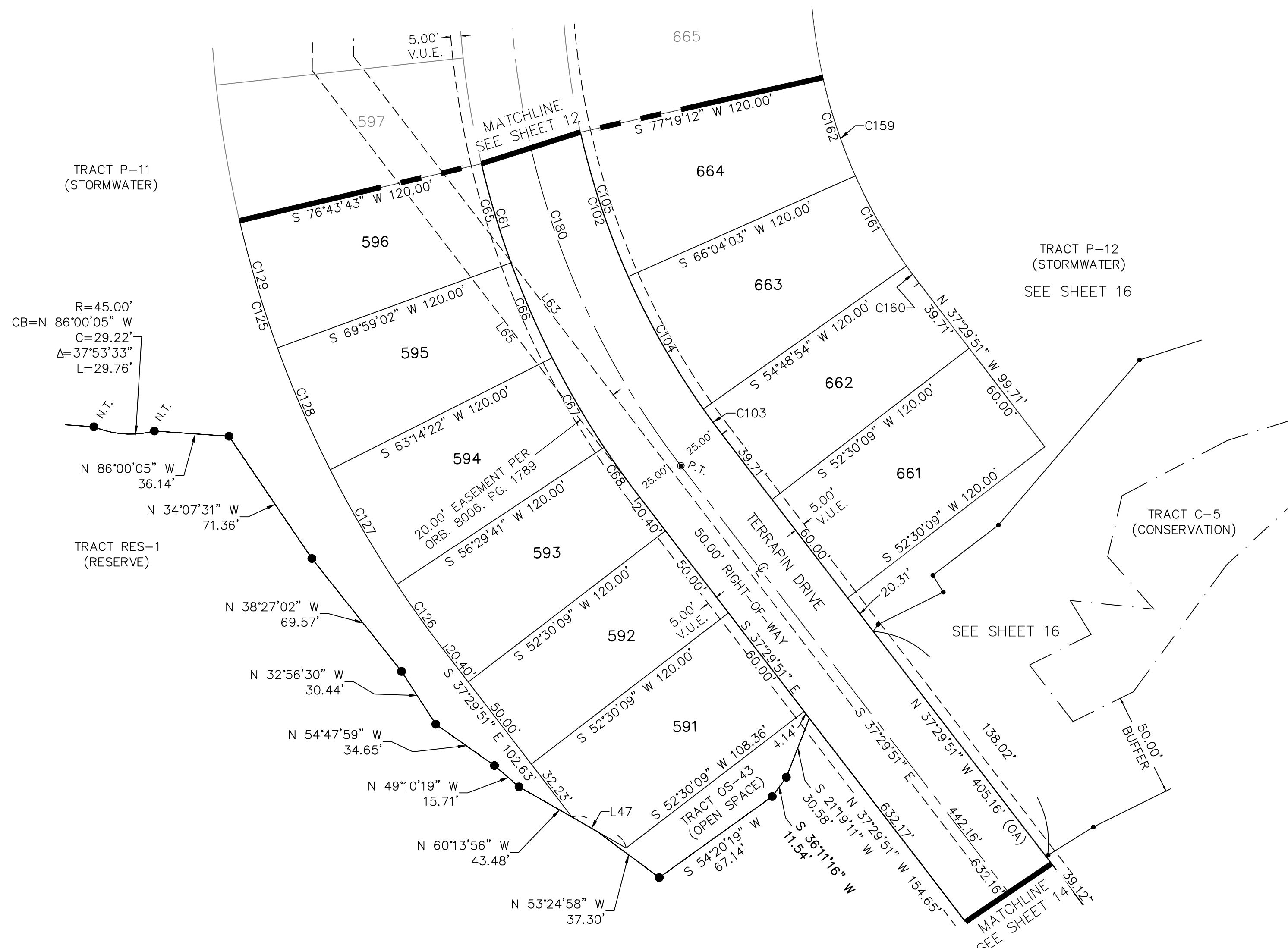
RIVINGTON PHASE 3

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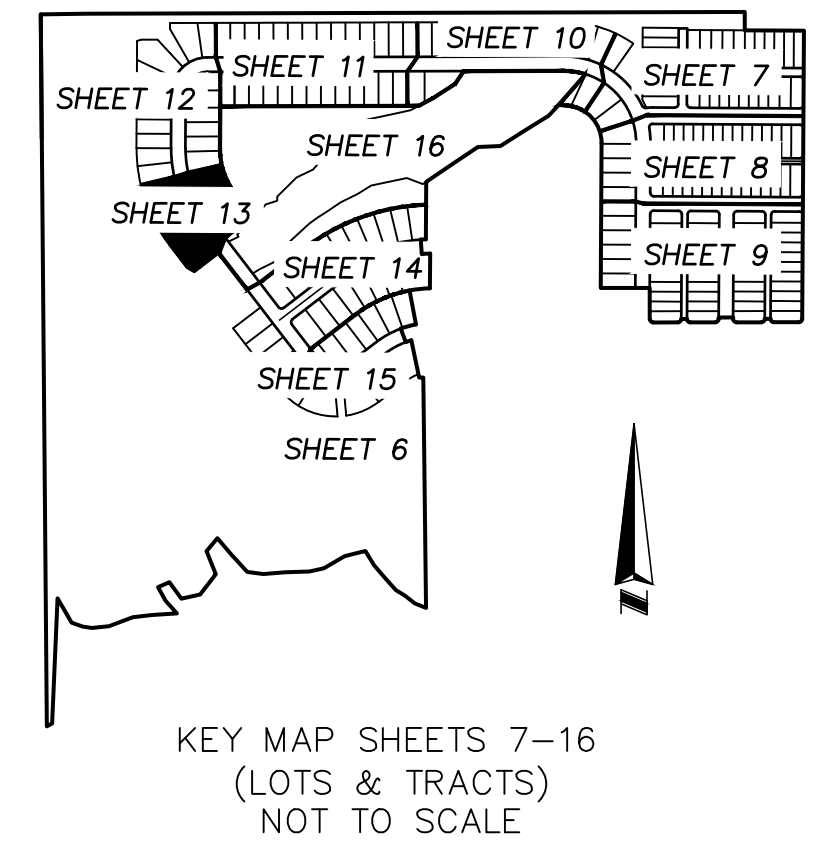
LINE TABLE		
LINE	BEARING	LENGTH
L47	N60°13'56"W	30.11'
L63	S37°29'51"E	546.23'
L65	N37°29'51"W	553.09'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C61	425.00'	S18°34'31"E	275.64'	37°50'41"	280.72'
C65	425.00'	S16°38'38"E	50.00'	06°44'40"	50.03'
C66	425.00'	S23°23'18"E	50.00'	06°44'40"	50.03'
C67	425.00'	S30°07'58"E	50.00'	06°44'40"	50.03'
C68	425.00'	S35°30'05"E	29.61'	03°59'33"	29.61'
C102	375.00'	N18°34'31"W	243.21'	37°50'41"	247.69'
C103	375.00'	S36°20'29"E	15.13'	02°18'45"	15.14'
C104	375.00'	S29°33'32"E	73.53'	11°15'09"	73.65'
C105	375.00'	S18°18'23"E	73.53'	11°15'09"	73.65'
C125	545.00'	S18°34'31"E	353.47'	37°50'41"	359.98'
C126	545.00'	S35°30'05"E	37.97'	03°59'33"	37.98'
C127	545.00'	S30°07'58"E	64.12'	06°44'40"	64.15'
C128	545.00'	S23°23'18"E	64.12'	06°44'40"	64.15'
C129	545.00'	S16°38'38"E	64.12'	06°44'40"	64.15'
C159	255.00'	N18°34'31"W	165.39'	37°50'41"	168.43'
C160	255.00'	N36°20'29"W	10.29'	02°18'45"	10.29'
C161	255.00'	N29°33'32"W	50.00'	11°15'09"	50.08'
C162	255.00'	N18°18'23"W	50.00'	11°15'09"	50.08'
C180	400.00'	S18°34'31"E	259.43'	37°50'41"	264.21'



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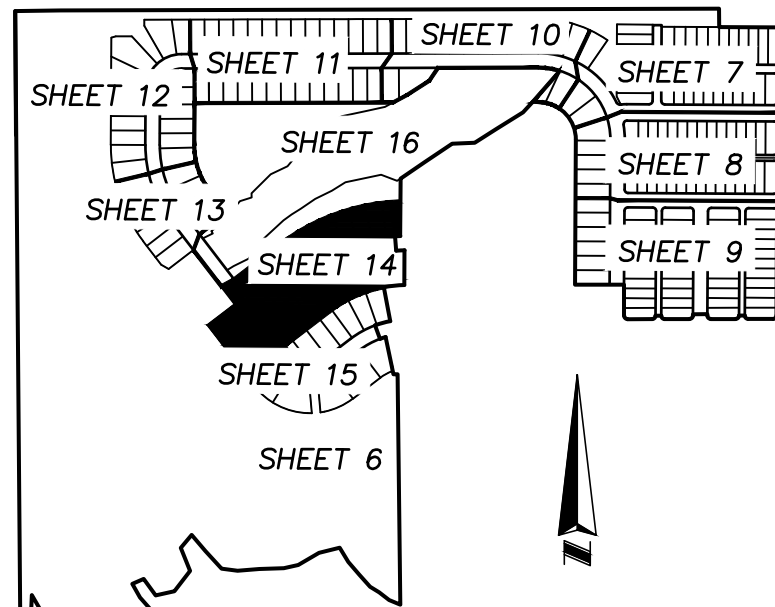
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CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C84	12.00'	N07°30'09"E	16.97'	90°00'00"	18.85'
C85	565.00'	N69°11'43"E	324.59'	33°23'10"	329.21'
C86	565.00'	S55°05'50"W	51.16'	05°11'22"	51.17'
C87	565.00'	S60°46'25"W	60.75'	06°09'50"	60.78'
C88	565.00'	S66°56'15"W	60.75'	06°09'50"	60.78'
C89	565.00'	S73°06'05"W	60.75'	06°09'50"	60.78'
C90	565.00'	S79°15'54"W	60.75'	06°09'50"	60.78'
C91	565.00'	S84°07'04"W	34.92'	03°32'29"	34.92'
C92	615.00'	S69°11'43"W	353.31'	33°23'10"	358.36'
C93	615.00'	S84°31'11"W	29.38'	02°44'15"	29.38'
C94	615.00'	S80°49'16"W	50.00'	04°39'34"	50.01'
C95	615.00'	S76°09'42"W	50.00'	04°39'34"	50.01'
C96	615.00'	S71°30'08"W	50.00'	04°39'34"	50.01'
C97	615.00'	S66°50'34"W	50.00'	04°39'34"	50.01'
C98	615.00'	S62°11'00"W	50.00'	04°39'34"	50.01'
C99	615.00'	S57°31'26"W	50.00'	04°39'34"	50.01'
C100	615.00'	S53°50'54"W	28.89'	02°41'30"	28.89'
C101	12.00'	N82°29'51"W	16.97'	90°00'00"	18.85'
C138	445.00'	N70°32'33"E	275.62'	36°04'49"	280.23'
C139	445.00'	N55°11'40"E	41.80'	05°23'03"	41.82'



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LINE TABLE		
LINE	BEARING	LENGTH
L56	N52°30'09"E	38.18'
L57	N37°29'51"W	36.00'
L58	S52°30'09"W	38.18'
L64	S52°30'09"W	20.00'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C140	445.00'	N60°58'01"E	47.83'	06°09'39"	47.85'
C141	445.00'	N67°07'36"E	47.81'	06°09'31"	47.83'
C142	445.00'	N73°17'03"E	47.79'	06°09'23"	47.82'
C144	445.00'	N79°26'22"E	47.78'	06°09'16"	47.80'
C145	445.00'	N85°32'59"E	47.09'	06°03'58"	47.11'
C150	735.00'	S70°15'32"W	448.31'	35°30'48"	455.57'
C151	735.00'	S53°41'46"W	30.62'	02°23'14"	30.62'
C152	735.00'	S57°13'10"W	59.76'	04°39'34"	59.77'
C153	735.00'	S61°52'44"W	59.76'	04°39'34"	59.77'
C154	735.00'	S66°32'18"W	59.76'	04°39'34"	59.77'
C155	735.00'	S71°11'52"W	59.76'	04°39'34"	59.77'
C156	735.00'	S75°51'26"W	59.76'	04°39'34"	59.77'
C157	735.00'	S80°31'01"W	59.76'	04°39'34"	59.77'
C158	735.00'	S85°25'52"W	66.29'	05°10'09"	66.31'
C182	590.00'	S69°11'43"W	338.95'	33°23'10"	343.79'
C186	565.00'	S85°35'29"W	63.95'	06°29'20"	63.99'
C187	615.00'	S85°21'20"W	47.32'	04°24'34"	47.33'
C200	440.00'	N66°15'36"E	60.59'	7°53'46"	60.64'

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RIVINGTON PHASE 2A
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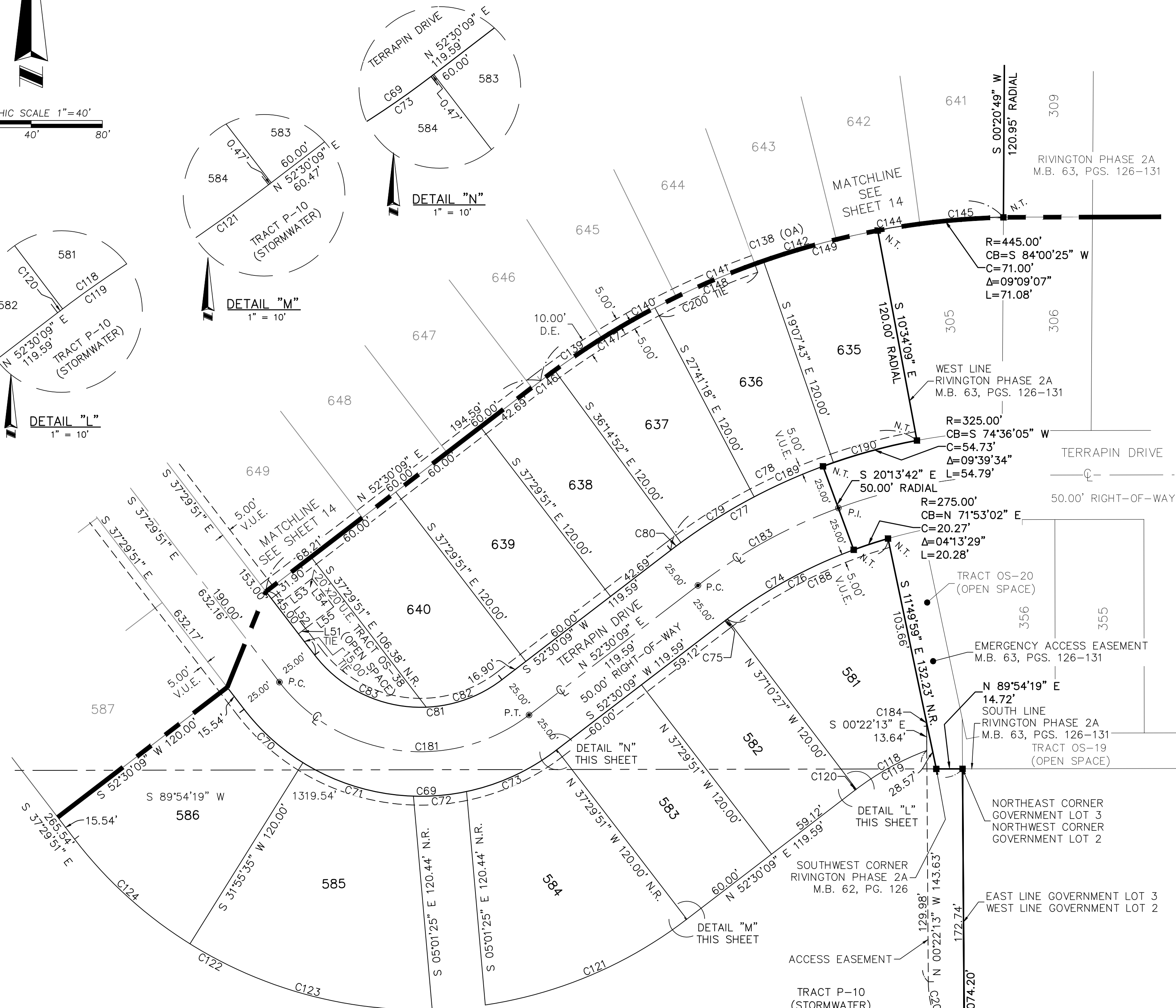
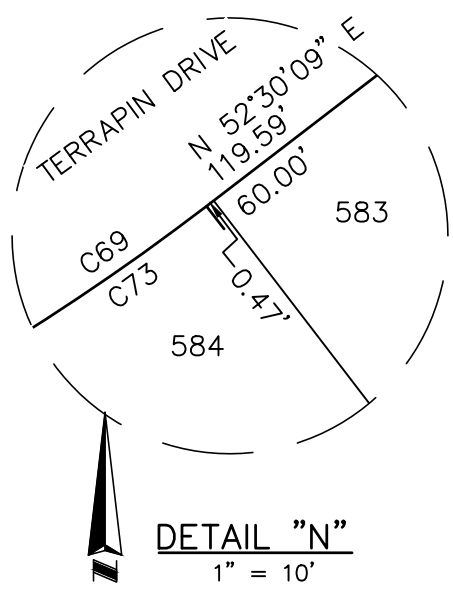
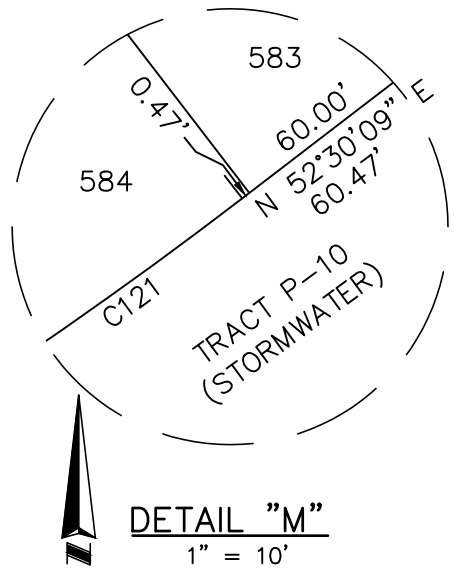
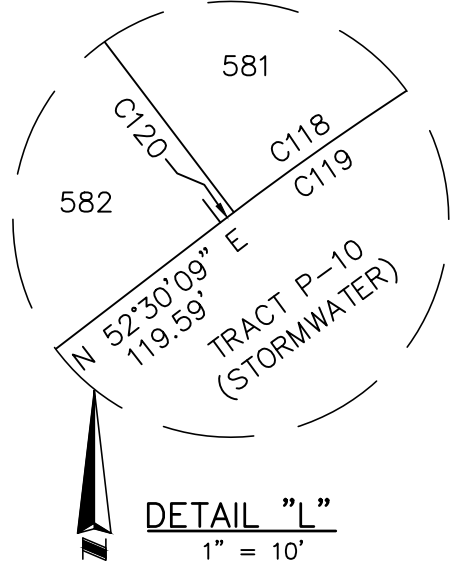
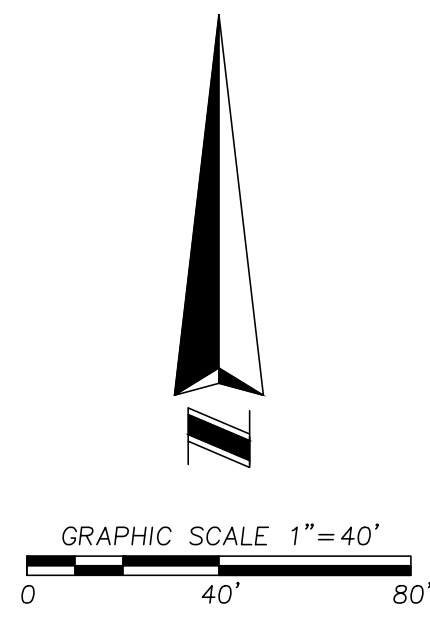
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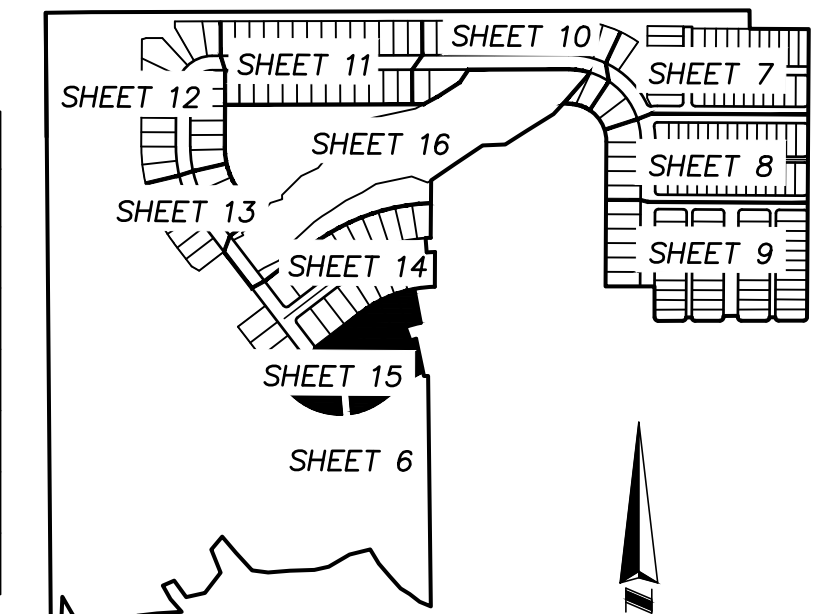
RIVINGTON PHASE 3

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CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C69	125.00'	S82°29'51"E	176.78'	90°00'00"	196.35'
C70	125.00'	S47°47'08"E	44.65'	20°34'33"	44.89'
C71	125.00'	S73°06'32"E	64.85'	30°04'14"	65.60'
C72	125.00'	N84°58'35"E	29.95'	13°45'33"	30.02'
C73	125.00'	N65°17'58"E	55.37'	25°35'39"	55.84'
C74	275.00'	S61°08'13"W	82.57'	17°16'09"	82.89'
C75	275.00'	S52°39'51"W	1.55'	00°19'25"	1.55'
C76	275.00'	S61°17'56"W	81.04'	16°56'44"	81.33'
C77	325.00'	S61°08'13"W	97.59'	17°16'09"	97.96'
C78	325.00'	S65°58'00"W	151.35'	26°55'43"	152.74'
C79	325.00'	S58°01'55"W	48.51'	8°33'34"	48.55'
C80	325.00'	S53°07'38"W	7.09'	01°14'59"	7.09'
C81	75.00'	N82°29'51"W	106.07'	90°00'00"	117.81'
C82	75.00'	N70°02'24"E	45.20'	35°04'31"	45.91'
C83	75.00'	S64°57'36"E	69.17'	54°55'29"	71.90'
C118	155.00'	N61°02'51"E	46.06'	17°05'24"	46.23'
C119	155.00'	N61°12'33"E	45.20'	16°45'59"	45.36'
C120	155.00'	S52°39'51"W	0.88'	00°19'25"	0.88'
C121	245.00'	N66°59'15"E	122.56'	28°58'12"	123.88'
C122	245.00'	S64°30'32"E	222.54'	54°01'20"	231.00'
C123	245.00'	S74°47'48"E	141.00'	33°26'47"	143.02'
C124	245.00'	S47°47'08"E	87.51'	20°34'33"	87.98'
C138	445.00'	N70°32'33"E	275.62'	36°04'49"	280.23'
C139	445.00'	N55°11'40"E	41.80'	05°23'03"	41.82'
C140	445.00'	N60°58'01"E	47.83'	06°09'39"	47.85'
C141	445.00'	N67°07'36"E	47.81'	06°09'31"	47.83'
C142	445.00'	N73°17'03"E	47.79'	06°09'23"	47.82'
C144	445.00'	N79°26'22"E	47.78'	06°09'16"	47.80'
C145	445.00'	N85°32'59"E	47.09'	06°03'58"	47.11'
C146	445.00'	N53°07'38"E	9.71'	01°14'59"	9.71'
C147	445.00'	N58°01'55"E	66.42'	08°33'34"	66.48'
C148	445.00'	N66°35'30"E	66.42'	08°33'34"	66.48'
C149	445.00'	N75°09'04"E	66.42'	08°33'34"	66.48'
C181	100.00'	S82°29'51"E	141.42'	90°00'00"	157.08'
C183	300.00'	N61°08'13"E	90.08'	17°16'09"	90.42'
C184	20.00'	S06°06'06"E	3.99'	11°27'46"	4.00'
C188	275.00'	S63°24'40"W	101.03'	21°10'14"	101.61'
C189	325.00'	S66°35'30"W	48.51'	08°33'34"	48.55'
C190	325.00'	N75°09'04"E	48.51'	08°33'34"	48.55'
C200	440.00'	N66°15'36"E	60.59'	7°53'46"	60.64'
C201	60.00'	S14°04'18"E	28.42'	27°24'11"	28.70'

LINE TABLE		
LINE	BEARING	LENGTH
L48	S27°46'24"E	28.83'
L51	N52°30'09"E	5.00'
L52	S37°29'51"E	20.00'
L53	S52°30'09"W	20.00'
L54	N37°29'51"W	20.00'
L55	N52°30'09"E	20.00'



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SEE SHEET 6

TRACT P-10 (STORMWATER)

ACCESS EASEMENT

TRACT P-10 (STORMWATER)

EAST LINE GOVERNMENT LOT 3
WEST LINE GOVERNMENT LOT 2

NORTHEAST CORNER GOVERNMENT LOT 3
NORTHWEST CORNER GOVERNMENT LOT 2

EMERGENCY ACCESS EASEMENT
M.B. 63, PGS. 126-131

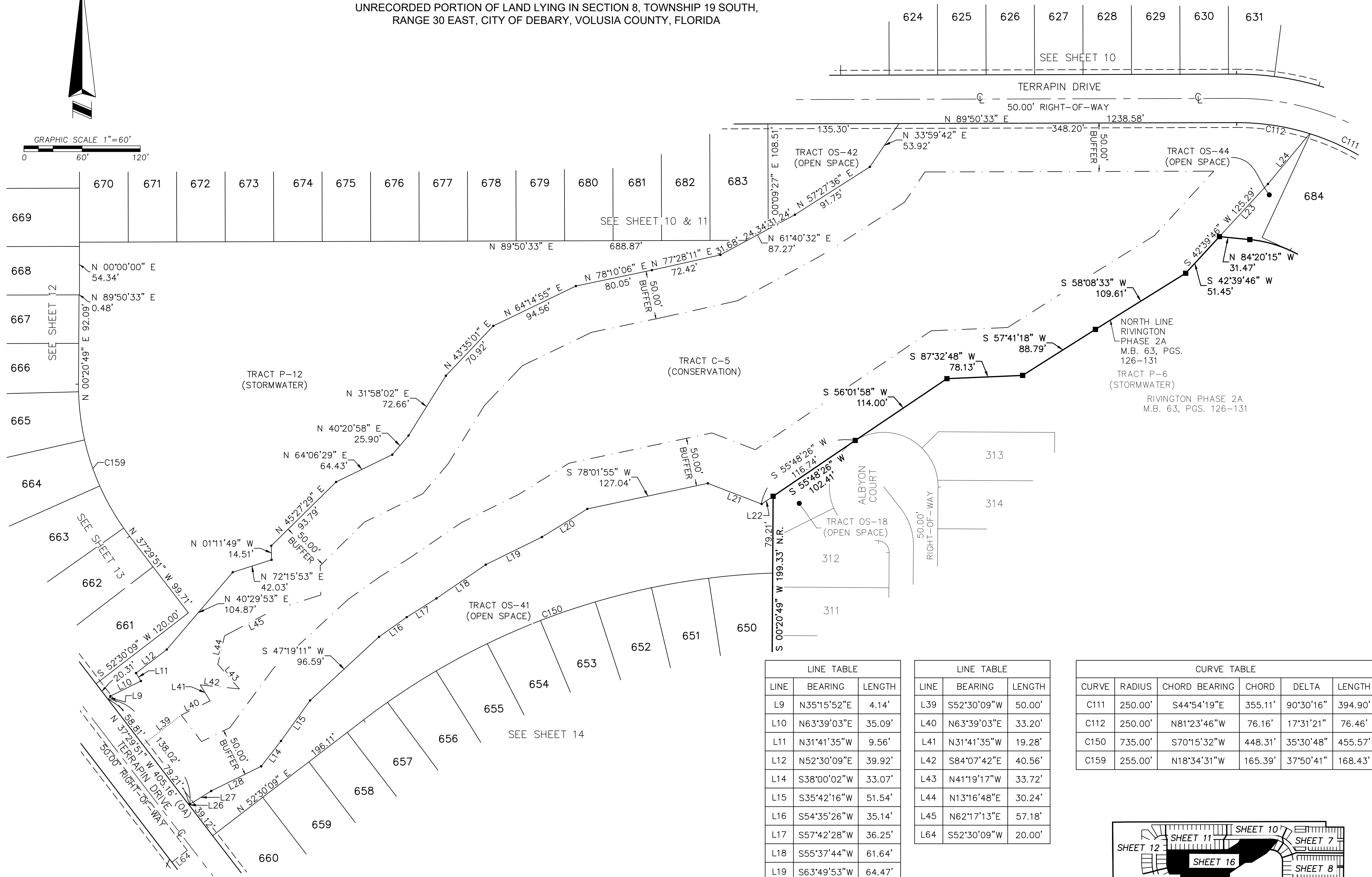
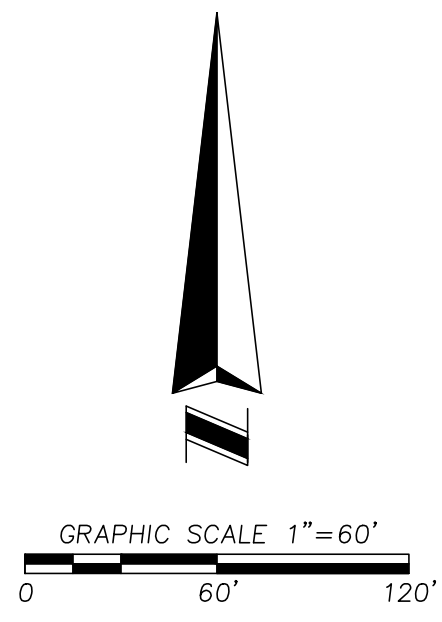
TRACT OS-20 (OPEN SPACE)

WEST LINE RIVINGTON PHASE 2A
M.B. 63, PGS. 126-131

RIVINGTON PHASE 2A
M.B. 63, PGS. 126-131

RIVINGTON PHASE 3

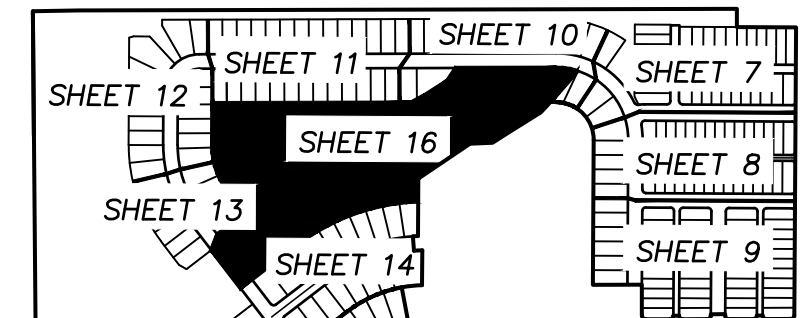
A REPLAT OF TRACT FD-1, RIVINGTON PHASE 1C, MAP BOOK 62, PAGES 112 THROUGH 116, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND AN UNRECORDED PORTION OF LAND LYING IN SECTION 8, TOWNSHIP 19 SOUTH, RANGE 30 EAST, CITY OF DEBARY, VOLUSIA COUNTY, FLORIDA



LINE	BEARING	LENGTH
L9	N35°15'52"E	4.14'
L10	N63°39'03"E	35.09'
L11	N31°41'35"W	9.56'
L12	N52°30'09"E	39.92'
L14	S38°00'02"W	33.07'
L15	S35°42'16"W	51.54'
L16	S54°35'26"W	35.14'
L17	S57°42'28"W	36.25'
L18	S55°37'44"W	61.64'
L19	S63°49'53"W	64.47'
L20	S58°12'45"W	55.16'
L21	N68°57'12"W	59.43'
L22	S55°48'26"W	14.33'
L23	S42°39'46"W	73.84'
L24	S39°43'14"W	67.39'
L26	S16°48'38"W	1.50'
L27	S58°06'22"W	25.74'
L28	S63°42'58"W	57.57'

LINE	BEARING	LENGTH
L39	S52°30'09"W	50.00'
L40	N63°39'03"E	33.20'
L41	N31°41'35"W	19.28'
L42	S84°07'42"E	40.56'
L43	N41°19'17"W	33.72'
L44	N13°16'48"E	30.24'
L45	N62°17'13"E	57.18'
L64	S52°30'09"W	20.00'

CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C111	250.00'	S44°54'19"E	355.11'	90°30'16"	394.90'
C112	250.00'	N81°23'46"W	76.16'	17°31'21"	76.46'
C150	735.00'	S70°15'32"W	448.31'	35°30'48"	455.57'
C159	255.00'	N18°34'31"W	165.39'	37°50'41"	168.43'



KEY MAP SHEETS 7-16 (LOTS & TRACTS) NOT TO SCALE



SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355 LB #6723

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SHEET INDEX
SHEET 1 OF 16: LEGAL DESCRIPTION, DEDICATIONS, AND LEGEND
SHEET 2 OF 16: SURVEYORS NOTES AND KEY MAPS
SHEET 3 OF 16: VICINITY MAP
SHEETS 4 - 6 OF 16: BOUNDARY INFORMATION AND TRACT GEOMETRY
SHEETS 7 - 15 OF 16: LOT & TRACT GEOMETRY
SHEET 16 OF 16: TRACT C-5 (CONSERVATION)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Lennar Homes, LLC, whose address is 6675 Westwood Boulevard, 5th Floor, Orlando, FL 32821, hereinafter referred to as "PRINCIPAL", and Fidelity and Deposit Company of Maryland, a surety company authorized to do business in the State of Florida and whose address is 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196, hereinafter referred to as "SURETY", are held and firmly bound to the City of DeBary, a Florida municipal corporation, whose address is 16 Colomba Road, DeBary, Florida 32713, hereinafter referred to as "CITY", in the sum of Six Millions Twenty One Thousand Eight Hundred Eighty Five and 02/100 Dollars (\$6,021,885.02), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden PRINCIPAL, as a condition precedent to the approval by the CITY of a certain development known as Rivington Phase 3, has covenanted and agreed with the CITY to install and/or construct roads, streets, landscaping, irrigation, curbing, paving, streetlights, grading, filling, amenities, stormwater sewer systems, sanitary sewer systems, drainage facilities, sidewalks, and such other improvements (hereinafter "Improvements") in compliance with the City of DeBary Land Development Code and as shown on and/or in accordance with the subdivision plans, preliminary plat, specifications and documents, final plat, conditions of development approvals, developer's agreement (if applicable), and/or other agreement with the CITY, including without limitation the drawings and specifications prepared by Brent A. Lenzen, dated April 1, 2024, and being on file with the City; and

WHEREAS, the approval of said development is further conditioned upon the furnishing and execution of an adequate performance bond.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL shall faithfully and promptly perform all of the hereafter described conditions and shall in every respect fulfill its obligation under development plans and specifications, and shall indemnify and save harmless the CITY against or from all claims, costs, expenses, damages, injury, or loss, including constructions costs, engineering fees, legal fees (including legal fees on appeal) and contingent costs which the CITY may sustain on account of the failure of the PRINCIPAL to perform in accordance with the development plans and specifications within the time specified, then this obligation shall be null and void otherwise it shall be and remain in full force and effect. The conditions are as follows:

1. On or before July, 2025 ("Completion Date"), the PRINCIPAL shall properly install, construct and complete the Improvements, in accordance with the subdivision plans, preliminary plat, specifications and documents, final plat, conditions of development approvals, developer's agreement (if applicable), and/or other agreement with the CITY, including without limitation the drawings and specifications prepared by Brent A. Lenzen, dated April 1, 2024, and being on file with the City.

2. On or before the Completion Date, the PRINCIPAL shall properly install, construct and complete the Improvements, including, but not limited to, its materials, workmanship, structural integrity, and functioning to the satisfaction and approval of the City Engineer and City Growth Management Director.

3. The PRINCIPAL shall promptly make all payments to all persons or entities supplying PRINCIPAL, its assigns, agents, contractors or successors in interest, with labor, materials or supplies, used directly or indirectly by PRINCIPAL in the performance of its obligations and work provided for herein.

THE SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform all or any part of the aforementioned obligations or otherwise required by the development's plans or specifications or plat above referred to, within the time specified, the SURETY, upon forty-five (45) days written notice from the CITY, or its authorized agent or officer, of the default, will forthwith perform and complete the aforesaid obligations and pay the costs thereof, including, but not limited to, the CITY's engineering costs, legal fees (including attorneys' fees on appeal) and contingent costs. Should the SURETY fail or refuse to perform and complete the said improvements, the CITY, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and filling the said plat, shall have the right to resort to nay and all legal remedies against the PRINCIPAL and the SURETY, or either, both at law and in equity, including specifically, specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and the SURETY further jointly and severally agree that the CITY at its option, shall have the right to construct, or cause to be constructed, any or all of the aforesaid Improvements in case the PRINCIPAL should fail or refuse to do so. In the event the CITY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally liable hereunder to reimburse the CITY the total costs thereof, including, but not limited to, construction costs, engineering costs, legal fees (including attorneys' fees on appeal) and contingent costs, together with any damages, either direct or consequential which may be sustained on account of the failure of the PRINCIPAL to carry out and execute all of its obligations.

And the said SURETY, for value received, hereby stipulates and agrees no change involving an extension of time, alteration or additions to the terms of the contract or to the work to be performed or materials to be furnished thereunder or in the plans, specifications and scheduled covering same shall in any way affect said obligation of said SURETY on this bond and said SURETY does hereby waive notice of any such changes, extensions of time, alterations or additions to the work or the plan, specifications and schedules.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have executed these presents this 15th day of April, 2024.

Principal: Lennar Homes, LLC, a Florida limited liability company

Surety Company: Fidelity and Deposit Company of Maryland

By: _____

By: Ratthanatevy
Ratthanatevy Lor, Attorney-In-Fact



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Heidi BOCKUS, Krista M. LEE, Ratthanatevy LOR, **all of Seattle, Washington**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of May, A.D. 2023.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

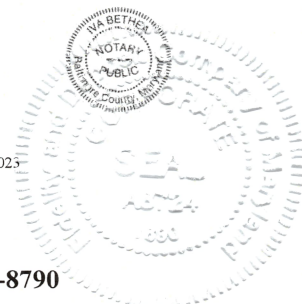
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 24th day of May, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Bethea
Notary Public
My Commission Expires September 30, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15th day of April, 2024.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Date: 3/28/2024

Project Description: Opinion of Probable Construction Cost for outstanding work associated with the Rivington Phase 3 project, is based on Construction Plans for Rivington Phase 3 dated June 5, 2023.

Note: The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

PHASE 3

SITE WORK					
Item No.	Description	Quantity	Unit	Unit Price	Total
1	Construction Entrance	1	EA	\$32,870.07	\$32,870.07
2	Silt Fence	10,350	LF	\$2.12	\$21,942.00
3	Tree Barricading	800	LF	\$10.90	\$8,720.00
4	Fine Grade Lots	221	EA	\$225.81	\$49,904.01
5	Fine Grade R/W	22,400	SY	\$0.79	\$17,696.00
6	Sod	36,800	SY	\$4.81	\$177,008.00
7	Seed and Mulch Lots and R/W	144,450	SY	\$0.22	\$31,779.00
8	Landscape	1	LS	\$50,000.00	\$50,000.00
9	Survey Reference Markers and Monuments	1	LS	\$25,000.00	\$25,000.00
10	Block Retaining Wall	2,330	SF	\$41.37	\$96,392.10
11	42" Black Industrial Handrail w/ Grouting	516	LF	\$112.16	\$57,874.56
12	1.5" SP-9.5 Asphalt	19,000	SY	\$16.80	\$319,200.00
13	8" Crushed Concrete	19,000	SY	\$23.98	\$455,620.00
14	12" Compacted Subgrade	26,700	SY	\$6.97	\$186,099.00
15	1.5' Standard Curb	3,400	LF	\$22.56	\$76,704.00
16	1.5' Miami Curb	8,150	LF	\$18.69	\$152,323.50
17	Bike Trail - 1" Asphalt Structural Course	3,450	SY	\$17.16	\$59,202.00
18	Bike Trail - 4" Crushed Concrete	3,450	SY	\$15.66	\$54,027.00
19	5' Sidewalk	2,900	LF	\$29.71	\$86,159.00
20	ADA Curb Ramp	18	EA	\$1,747.10	\$31,447.80
21	Striping & Signage	1	LS	\$39,480.49	\$39,480.49
				Sub-Total	\$2,029,448.53

POTABLE WATER					
Item No.	Description	Quantity	Unit	Unit Price	Total
1	12" DR-18 (C900) PVC	2,782	LF	\$74.01	\$205,895.82
2	10" DR-18 (C900) PVC	1,989	LF	\$56.37	\$112,119.93
3	6" DR-18 (C900) PVC	1,249	LF	\$27.29	\$34,085.21
4	Single Services	10	EA	\$851.33	\$8,513.30
5	Double Services	87	EA	\$1,003.36	\$87,292.32
6	Fire Hydrant Assembly	10	EA	\$7,948.55	\$79,485.50
7	Fittings and Appurtenances	1	LS	\$118,461.81	\$118,461.81
8	10"x6" Wet Tap	2	EA	\$11,208.65	\$22,417.30
9	Connect to Existing	6	EA	\$1,847.75	\$11,086.50
10	Testing and Chlorination	1	LS	\$17,868.33	\$17,868.33
				Sub-Total	\$697,226.02



THIS OPINION OF PROBABLE COST HAS BEEN REVIEWED FOR CONFORMANCE WITH THE CITY OF DEBARY LAND DEVELOPMENT CODE, SEC. 4-111.

RECLAIMED WATER					
Item No.	Description	Quantity	Unit	Unit Price	Total
1	8" DR-18 (C900) PVC	2,391	LF	\$40.39	\$96,572.49
2	6" DR-18 (C900) PVC	188	LF	\$27.56	\$5,181.28
3	4" DR-18 (C900) PVC	1,654	LF	\$18.12	\$29,970.48
4	Connect to Existing	5	EA	\$1,847.75	\$9,238.75
5	Fittings and Appurtenances	1	LS	\$90,541.45	\$90,541.45
6	Single Services	13	EA	\$806.69	\$10,486.97
7	Double Services	93	EA	\$968.21	\$90,043.53
8	Pressure Testing	1	LS	\$17,376.09	\$17,376.09
				Sub-Total	\$349,411.04

SANITARY SEWER					
Item No.	Description	Quantity	Unit	Unit Price	Total
1	Connect to Manhole	4	EA	\$4,879.16	\$19,516.64
2	Manhole	26	EA	\$10,617.91	\$276,065.66
3	8" PVC	5,686	LF	\$31.95	\$181,667.70
4	Drop Connection	1	EA	\$1,525.00	\$1,525.00
5	Single Services	16	EA	\$1,095.57	\$17,529.12
6	Double Services	93	EA	\$1,243.69	\$115,663.17
7	Dewatering	5,686	LF	\$12.96	\$73,690.56
8	Cleaning and Inspection	5,686	LF	\$17.26	\$98,140.36
				Sub-Total	\$783,798.21

STORM SEWER					
Item No.	Description	Quantity	Unit	Unit Price	Total
1	12" SDR 35 (Storm)	2,391	LF	\$43.46	\$103,912.86
2	15" RCP	188	LF	\$45.10	\$8,478.80
3	18" RCP	1,654	LF	\$57.24	\$94,674.96
4	24" RCP	1,883	LF	\$82.59	\$155,516.97
5	30" RCP	977	LF	\$122.20	\$119,389.40
6	36" RCP	390	LF	\$161.45	\$62,965.50
7	42" RCP	248	LF	\$213.18	\$52,868.64
8	48" RCP	320	LF	\$264.18	\$84,537.60
9	Type 'D' Inlet	4	EA	\$7,675.28	\$30,701.12
10	Type '6' Curb Inlet	33	EA	\$11,030.52	\$364,007.16
11	Type 'P7' Manhole	7	EA	\$8,316.61	\$58,216.27
12	Type J-5 Curb Inlet	5	EA	\$13,179.70	\$65,898.50
13	Type P-5 Curb Inlet	5	EA	\$9,725.42	\$48,627.12
14	Type 'V' Inlet	3	EA	\$6,907.73	\$20,723.19
15	2x2 Concrete Yard Drain	20	EA	\$3,883.10	\$77,662.00
16	Cleanout	1	EA	\$621.27	\$621.27
17	P6 Top	3	EA	\$5,506.75	\$16,520.25
18	24" MES	2	EA	\$1,657.27	\$3,314.54
19	48" MES	1	EA	\$7,901.81	\$7,901.81
				Sub-Total	\$1,376,537.96

GRAND TOTAL	\$5,236,421.76
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GUARANTEE AMOUNT (115% OF GRAND TOTAL)	\$6,021,885.02
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Digitally signed by
 Brent A. Lenzen
 Professional Engineer, License No. 78337
 Date: 2024.04.01
 14:10:21-04'00'



THIS OPINION OF PROBABLE COST HAS BEEN REVIEWED FOR CONFORMANCE WITH THE CITY OF DEBARY LAND DEVELOPMENT CODE, SEC. 4-111.

**ROADWAY MAINTENANCE AGREEMENT BETWEEN THE CITY OF DEBARY,
FLORIDA AND LENNAR HOMES, LLC FOR RIVINGTON PHASE 3**

THIS ROADWAY MAINTENANCE AGREEMENT (the “Agreement”), dated as of this ___ day of _____, 2024, is entered into by and between the City of DeBary, Florida (the “City”), a municipal corporation of the State of Florida and Lennar Homes, LLC for Rivington Phase 3. The addresses of the parties are set forth below.

RECITALS:

WHEREAS, Lennar Homes, LLC, and City of DeBary, City of DeBary Ordinance Number 2012-18, as amended (“Ordinance”); and

WHEREAS, the Rivington project developer and AG EHC II (LEN) Multi State 4, LLC are dedicating certain right of way to the City as part of the parcel of land being plated as Phase 3 of the Rivington project located in the City of DeBary, Florida (the “Dedicated ROW”). The Dedicated ROW includes any City or publicly dedicated right-of-way existing within the boundaries of Rivington Phase 3; and

WHEREAS, Florida Power & Light Company, its affiliates, licensees, agents, successors and assigns “FPL” (the “Utility Company”) have a non-exclusive easement for overhead facilities recorded in O.R. Book 8006, Page 1789 of the Public Records of Volusia County, Florida (the “Easements”), respectively, that extend over the Dedicated ROW; and

WHEREAS, Lennar Homes, LLC agrees to repair or cause to be repaired any damage to the Dedicated ROW caused by the Utility Company, in connection with maintenance activities undertaken by the Utility Company, under the terms of their respective Easement.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Lennar Homes, LLC agree as follows:

ARTICLE I - INTRODUCTION

Section 1.01 Recitals and Exhibits. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

Section 1.02 Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official(s) of the City and Lennar Homes, LLC, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

ARTICLE II - DISTRICT POWERS AND OBLIGATIONS

Section 2.01 Exercise of Powers.

(a). Powers. Lennar Homes, LLC has and shall retain all powers, rights, obligations and responsibilities granted.

(b). Obligations. The City accepted the Dedicated ROW subject to the existing easement rights held by the Utility Company to locate and maintain certain utility improvements within the Easements. As a condition to the City's acceptance of the Dedicated ROW, Lennar Homes, LLC hereby agrees to repair any damage to the Dedicated ROW and improvements thereon that results from operation, construction, repair or maintenance activities undertaken by the Utility Company that are consistent with their rights under the Easements. Lennar Homes, LLC agrees to repair damage to the Dedicated ROW and improvements thereon in a reasonable timeframe following notification of Lennar Homes, LLC of such damage by the City in order to limit disruption to residents and members of the public that rely on the Dedicated ROW for access. In the alternative, in the event Lennar Homes, LLC does not undertake repairs within thirty (30) business days of notification of such damage by the City, the City may elect to self-perform the repair work using its own forces or those of a contractor and invoice Lennar Homes, LLC for the reasonable costs of performing same, which Lennar Homes, LLC shall pay to the City within sixty (60) days of the date of the invoice. Nothing herein shall prohibit the City and Lennar Homes, LLC from collaborating with regard to any repair work in an effort to minimize disruption of access to the public and costs associated with any repairs.

ARTICLE III - MISCELLANEOUS PROVISIONS

Section 3.01. Notices. Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party or parties shall have been specified by written notice to the other party delivered in accordance herewith.

If to the City:

Carmen Rosamonda
City Manager
City Hall
16 Colomba Road
Debary, FL 32713

If to Lennar Homes, LLC:

Mark McDonald
Senior VP Land Operations
6675 Westwood Blvd, 5th Floor
Orlando, FL 32821
(407) 586-4062

With Copy to:

Mark A. Watts, Esquire
Cobb Cole
231 North Woodland Boulevard
DeBary, Florida 32720

Section 3.02 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the City, Lennar Homes, LLC, and their respective successors and assigns.

Section 3.03 Filing. The City Council and Lennar Homes, LLC hereby authorize and direct, after execution of this Agreement by the duly qualified and authorized officers of each of the parties hereto, that this Agreement be filed with the Clerk of the Circuit Court of Volusia County, Florida, in accordance with the requirements of Subsection 163.01(11), *Florida Statutes*.

Section 3.04 Applicable Law and Venue/Public Records.

(a). This Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida.

(b). In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be solely in Volusia County, Florida. In the event of a dispute arising between the parties, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the City prior to filing suit or otherwise pursuing legal remedies. Lennar Homes, LLC agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the City in alternative dispute resolution procedures or which the City had knowledge and failed to present during the alternative dispute resolution procedures. In the event that the City's procedures are exhausted, and a suit is filed, or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through mediation. Mediator selection and the procedures to be employed in mediation shall be mutually acceptable to the parties. Costs of mediation shall be shared equally among the parties.

(c). The parties agree to comply with the law of the State of Florida relating to public records.

Section 3.05. Entire Agreement; Integration; Amendments and Waivers; Implied Amendments.

(a). This instrument and its exhibits constitute the entire integrated agreement by and between the parties and supersedes any and all previous discussions, understandings and agreements, if any, between the parties relating to the subject matter of this Agreement.

(b). All prior discussions and negotiations by and between the parties are integrated into this Agreement.

(c). Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment arising out of a document of equal dignity herewith.

(d). If material changes in Chapters 189 and 190, *Florida Statutes*, or any other controlling Florida Law are deemed by a party to automatically amend this Agreement; then, in that event, if a party believes that such is the case, then that party shall, within 5 days, notify the other party of such belief and the rights of the parties to dispute such matter are preserved.

Section 3.06 Continued Effect; Remedies. Notwithstanding anything herein to the contrary, no provision of this Agreement shall be construed to affect, alter, or otherwise impair Lennar Homes, LLC power to impose, levy and collect Capital Assessments or assessments for operation and maintenance purposes and the failure of Lennar Homes, LLC to comply with or provide the enhanced disclosure or notices as described herein shall not in any manner render the Capital Assessments, the operation and maintenance assessments, or any of the proceedings related thereto ineffective; provided, however, that Lennar Homes, LLC must comply with the additional notice requirement set forth in Section 3.03 hereof for its annual operations and maintenance budget hearing to be considered effective.

Section 3.07 Effective Date. This Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its recording with the Clerk of the Circuit Court of Volusia County, Florida to become a part of the title history of properties in the District. This Agreement shall also be recorded in the public records of the City.

Section 3.08. Third Party Beneficiaries. Neither this Agreement, or any part or provision thereof, this Agreement, creates any rights in any third party or any relationship with any third party and this Agreement is meant and intended to be solely for the benefit of Lennar Homes, LLC and the City although the City has undertaken efforts to benefit the general public as a whole in taking the actions set forth herein.

Section 3.09. Construction. This Agreement arises out of bona fide and good faith arms-length negotiations by and between the parties and, regardless of which party drafted this Agreement, or any part or provision thereof, no part or provision of this Agreement, nor the Agreement as a whole, shall be construed or interpreted against a party for being the drafted of this Agreement or any part or provision of this Agreement.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

LENNAR HOMES, LLC

[Handwritten Signature]

Print: MARK McDONALD
Title VICE PRESIDENT

ATTEST:

[Handwritten Signature]
Print: LINDA E. CHAMBERS
Title LAND COORDINATOR

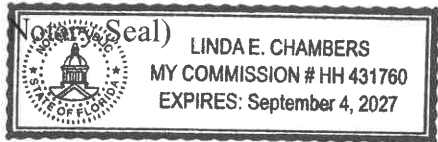
ACKNOWLEDGMENT

STATE OF FLORIDA)
 orange
COUNTY OF ~~VOLUSIA~~)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared *mark mcdonald* and they acknowledged executing the same freely and voluntarily and they are personally known to me or provided the following for identification _____. Sworn and subscribed before me, by said persons by means of {} physical presence or { } online notarization on the 17 day of April, 2024, the said persons did take an oath and were first duly sworn by me, on oath, said persons, further, deposing and saying that they have read the foregoing and that the statements and allegations contained herein are true and correct.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of April, 2024.

(Affix



Linda E. Chambers

Notary Public; State of Florida
Print Name: LINDA E. CHAMBERS

CITY COUNCIL
CITY OF DEBARY, FLORIDA

Karen Chasez, Mayor

ATTEST:

Annette Hatch, City Clerk



**City Council Meeting
City of DeBary
AGENDA ITEM**

Subject: Ft. Florida Rd Re-Construction and Funding Agreement From: Carmen Rosamonda, City Manager Meeting Hearing Date 5/1/24	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
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REQUEST

City Manager is requesting City Council approve the Fort Florida Road Re-Construction and Funding Agreement between the City of DeBary and HR Rivington, LLC.

PURPOSE

The purpose is identify and secure all funding responsibilities and process prior to construction.

CONSIDERATIONS

- Rivington and Fort Florida Road is within the City’s Mobility Plan area. On all new construction within the Mobility Plan area, the builder must pay mobility fees (\$2,069 on a single family home, \$1,604 on a townhome) and Park Impact Fees (\$528.56 all structures) prior to the issuance of a Certificate of Occupancy. The City is currently doing a required mobility study to update these fees to the current construction cost environment.
- Pursuant to the First Amendment to the Mobility Fee and Park and Recreation Fee Reimbursement Agreement approved by City Council in September 2021, Rivington is responsible to bid and reconstruct Fort Florida Road from Barwick to the Railroad Tracks during their Phase 4 construction.
- There are three parts to this funding for this stretch of the road.
 - Developer is required to install a turning lane which is their responsibility (Green).
 - There is a portion of road and trail within the Rivington Phase 4 project that is eligible for Mobility fee and Park Impact Fee credits/reimbursement (Red)
 - There is a portion of Ft. Florida Road and Trail that is outside the Rivington Phase 4 project (Blue, Area 3). This area is the City’s responsibility.
- The engineered plans were done by Kimley Horn and SJRWMD is in process of issuing the permit. Last month, the City Council approved mitigation of \$24,000 for .20 acres of wetland impacts. Rivington and the City has worked together in establishing bid specifications. Rivington solicited the project, receiving more than 3 bids. The lowest bid was from Eden Site Development in the

amount of \$3,418,202.34. Once the permit is issued, construction will begin in June 2024. Road closure is required to complete this project.

- In the July 2022 Amended Developer Agreement, Council approved a “certificate” program to reduce the developers float. Rather than waiting until homes are built to receive the reimbursement of the mobility and park impact fees, the City will issue certificates to the developer to sell to builders in advance to reimburse themselves faster.
- Rivington will sign a contract with Eden Site Development directly. All invoices will go to Rivington. Eden Site Development will allocate the invoice by the three project areas. Rivington will pay the invoice and seek reimbursement from the City for its portion.
- As with other construction projects, the cost of construction has exceeded our budget. Since the Phase 4 project will not generate enough mobility and park impact fees, we have decided, in cooperation with Rivington, to accelerate the Phase 3 project mobility fees. These added funds will be allocated toward the road reconstruction project to meet the higher than expected cost.
- In the Funding Allocation Spreadsheet (in the RED area), The City will issue \$888,026.12 in mobility and park impact fee certificates to Rivington. Rivington will be responsible to supplement this amount in either of 3 ways, advance with their own money, money from the sale of the certificates or combination of both.
- The developer must self-fund the turn lane required for Phase 4 development. The cost of the turn lane is \$180,614.34 (GREEN). Coupled with the monies from the mobility and park impact fee certificates, Rivington will direct pay \$1,068,640.48 towards the reconstruction project cost.
- The City will direct pay from the approved budget, \$2,349,561.86 towards the reconstruction project. (Spreadsheet highlighted in BLUE & RED). This is the portion of the project from the east edge of Rivington Phase 4 to the Railroad Tracks (Area 3).

COST/FUNDING

In FY 2023-24 budget, the City allocated \$2,500,000. The City’s cash outlay for reconstruction of Ft. Florida Road is \$2,349,561.86. Future Mobility and Park Impact Fee credits and Rivington will pay \$1,068,640.48.

RECOMMENDATION

It is recommended that the City Council approve the Fort Florida Road Re-Construction and Funding Agreement between the City of DeBary and HR Rivington, LLC.

IMPLEMENTATION

Rivington will sign the contract with Eden Site Development. Construction projected to begin June 2024.

ATTACHMENTS

Ft. Florida Road Re-Construction and Funding Agreement
Funding Allocation Spreadsheet
First Amendment to the Mobility Fee and Park and Recreation Fee Reimbursement Agreement

FT. FLORIDA ROAD RE-CONSTRUCTION AND FUNDING AGREEMENT

THIS FT. FLORIDA ROAD RE-CONSTRUCTION AND FUNDING AGREEMENT (hereinafter referred to as the "Agreement") is made this ___ day of _____, 2024, by and between the **City of DeBary**, a Florida municipal corporation, hereinafter referred to as the "City"; and **HR Rivington, LLC**, a Florida limited liability company, whose address is 5850 T.G. Lee Boulevard Suite 200 Orlando, Florida 32822 ("Developer").

WITNESSETH:

WHEREAS, the Developer is developing approximately 326.2 acres of land located in the City of DeBary, zoned Rivington MPUD pursuant to Ordinance No. 11-18 as amended by Ordinance No. 09-2021 (the "Rivington Project"); and

WHEREAS, as part of the Rivington Project, the Developer is developing Rivington Phase 4 ("Rivington Phase 4"), which on the 29.62 acre property located at the intersection of Barwick Road and Fort Florida Road and legally described as:

A portion of the West half of the Northwest Quarter of Section 9, Township 19 South, Range 30 East lying South of Fort Florida Road. All lying and being situate in Volusia County, Florida. Being more particularly described as follows:

Commence at the West Quarter corner of Section 9, Township 19 South, Range 30 East, Volusia County, Florida; thence North 00° 27' 09" West, a distance of 328.01 feet along the West line of said Northwest Quarter; thence departing said West line, North 89° 54' 48" East, a distance of 21.36 feet to the East right of way line of Barwick Road and for a POINT OF BEGINNING; thence North 00° 00' 47" East, a distance of 986.68 feet along said East right of way line to the South right of way line of Fort Florida Road also being the North line of said Southwest Quarter of the Northwest Quarter of Section 9; thence North 89° 50' 05" East, a distance of 1304.77 feet along said South right of way line and said North line of said Southwest Quarter of the Northwest Quarter of Section 9 to the Northeast corner of said Southwest Quarter of the Northwest Quarter of Section 9, Township 19 South, Range 30 East, Volusia County, Florida; thence South 00° 10' 36" East, a distance of 988.47 feet along the East line of said Southwest Quarter of the Northwest Quarter of Section 9; thence departing said East line, thence South 89° 54' 48" West, a distance of 1308.04 feet to the POINT OF BEGINNING.

Containing 29.62 acres, more or less.

WHEREAS, during the construction of the site infrastructure for Rivington Phase 4, the City and Developer desire to cause the design, permitting and reconstruction of certain segments of Fort Florida Road from the train tracks near the Sunrail Station running west and along the entire frontage of Rivington Phase 4 to the intersection of Barwick Road together with a bicycle trail along the same Fort Florida Road segment and within the 10-foot wide multi-use trail easement within Rivington Phase 4 in accordance with the design plans prepared by Kimley Horn & Associates ("KHA") dated December 14, 2022 and as amended, and incorporated herein by reference. " ("Road & Trail Improvements"); and

WHEREAS, the parties are entering into this Agreement to address the parties shared responsibilities concerning the funding, design, permitting and construction of the Road & Trail Improvements.

NOW, THEREFORE, for and in consideration of the above premises, the promises and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the City agree as set forth herein.

1. **Recitals.** The above premises are true and correct and are incorporated herein as material provisions of this Agreement. Any and all exhibits referred to in this Agreement are incorporated herein as material provisions of this Agreement.

2. **Design and Permitting.** Within three (3) months of the Effective Date of this Agreement, the City, at its expense, will complete the engineering design and permitting of the Road & Trail Improvements necessary for the construction of the Road & Trail Improvements, including paying for all permit fees, mitigation costs and consulting fees associated with design and permitting. The design will provide for a portion of the stormwater runoff from the Road & Trail Improvements to be conveyed and treated in HOA or CDD owned, operated and maintained stormwater facilities to be constructed by Developer within Rivington Phase 4, which the Developer agrees to grant to the City the necessary non-exclusive drainage easement for such during the final platting of Rivington Phase 4 at no cost to the City. Once the City obtains the permitting necessary for the commencement of the construction of the Road & Trail Improvements, the City will issue Developer a notice to proceed (“Notice to Proceed”).

3. **Procurement.** Upon receipt of Notice to Proceed from the City, Developer will draft procurement documents, solicit bids for, negotiate a construction contract and contract with the lowest bidding, qualified contractor to construct the Road & Trail Improvements based on the engineering design obtained by the City and provided to the Developer. The construction contract will provide for the contractor to give the City post construction completion warranties on the Road & Trail Improvements as an intended third-party beneficiary. The City and its property are exempt from Chapter 713, Florida Statutes, and the construction contract will provide that in no event shall any construction liens or claims of lien be placed against public right-of-way or any other City owned property.

4. **Construction.** Once the City secures the permit approvals for the Road & Trail Improvements and issues the Notice to Proceed, Developer will, through its qualified contractor, commence construction of the Road & Trail Improvements within three (3) months and thereafter cause the completion of construction of the same within twelve (12) months from commencement of construction. The construction of the Road & Trail Improvements will occur prior to or during the Developer’s construction of the site infrastructure for the Rivington Phase 4 project.

At no cost to the City, the Developer will be the project manager for and oversee the construction of the Road & Trail Improvements, provide administration of consultants (testing and civil) and otherwise function like an owner of a construction project. The Developer shall invite and include City representatives in monthly site construction progress meetings with the construction contractor and include the City in all decisions to make field related changes to the construction, if any. At its option, the City will be permitted to perform routine site inspections during the progress of the construction work. During the progress of construction of the Road & Trail Improvements, the Developer will provide the City with copies of Developer approved monthly contractor payment applications for review and confirmation and provide evidence of Developer’s payment to contractor of all payment applications. The Developer will obtain from the contractor lien releases and payment affidavits after the payment of each payment application and provide the City will a copy of the same.

5. **Road & Trail Improvements Completion.** Upon completion of the Road & Trail Improvements, the Developer shall request inspection approval from the City for such improvements. Once the City issues an inspection approval of the completed Road & Trail Improvements, Developer shall (i) execute and deliver to the City a bill of sale for the completed Road & Trail Improvements, and (ii) provide to the City release of liens from contractors, subcontractors, materialmen, and laborers and an assignment of contractor's warranties for the Road & Trail Improvements.

6. **Funding.** The funding of the construction of the Road & Trail Improvement will be shared between the City and the Developer in accordance with this Section. For purposes of funding, the Road & Trail Improvements are divided into three components named the BLUE, RED and GREEN sections and correspond to the color-coded areas shown on Exhibit A.

The BLUE section is defined as the segment of Road & Trail Improvements from the train tracks near the Sunrail Station running west to the eastern boundary of Rivington Phase 4. The RED section is defined as the segment of the Road & Trail Improvements that is along the entire Fort Florida Road frontage of Rivington Phase 4 running from the termination of the Blue section to the Barwick Road intersection. The GREEN section is defined as the portion of the Road & Trail Improvements that are to be constructed within Tract RW-1 of the Rivington Phase 4 plat needed to widen Fort Florida Road at the entrance of Rivington Phase 4.

With regard to the BLUE section, during the progress of the construction of the Road & Trail Improvements, the City will fund via cash payments to Developer on a not more than once per month basis, one hundred percent of work completed within the BLUE section based on approved contractor's payment applications. Contractor payment applications relating to work within the BLUE section will be subject to joint review and approval by the Developer and the City.

With regard to the RED section, the Developer will fund via cash payments to the contractor work completed within the RED section based on approved contractor's payment applications. Contractor payment applications relating to work within the RED section will be subject to joint review and approval by the Developer and the City. The City will grant Developer credits against the City's adopted mobility fee ("Mobility Fee Credits") for the amounts that Developer pays contractor for work completed within the RED section up to the total amount of Mobility Fees that are required to be paid for development based on the number of platted lots within Rivington Phase 4 and Rivington Phase 3. Further, for the portion of the construction cost of the bicycle trail within the RED section, the City will grant Developer credits against the City's adopted parks and recreation impact fees ("Recreational Fee Credits") for the platted lots within Rivington Phase 4. Recreational Fee Credits are to be used only for development of Rivington Phase 4 but are transferable from Developer to builders within Rivington Phase 4. The Mobility Fee Credits are to be used only for the development of Rivington Phase 3 and Rivington Phase 4 but are transferable from Developer to builders within Rivington Phase 3 and Rivington Phase 4. The process for transferring and using Mobility Fee Credits and Recreational Fee Credits will be the same process as set forth in the Mobility Fee and Park and Recreation Fee Reimbursement Agreement between the parties dated April 8th,

2021, as amended on September 7, 2021, and incorporated herein by reference. For construction costs within the RED section exceeding the Mobility Fee Credits and Recreational Fee Credits granted under this provision, the City will fund via cash payments to Developer on a not more than once per month basis.

With regard to the GREEN section, during the progress of the construction of the Road & Trail Improvements, the Developer will fund via cash payments one hundred percent of work completed within the GREEN section based on approved contractor's payment applications. The Developer will not receive Mobility Fee Credits or any other reimbursements or credits relating to the GREEN section.

7. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or will be construed to confer on any person, other than the parties of this Agreement, any right, remedy, or claim with respect to this Agreement.

8. **Validity.** If any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the Agreement shall continue in full force and effect.

9. **Notices.** Any notices required or permitted under this Agreement, and copies thereof, shall be addressed to the City and the Developer at the following addresses, or at such other addresses designated in writing by the party to receive notice:

City: Carmen Rosamonda, City Manager
City of DeBary
16 Colomba Road
DeBary, FL 32713

With a copy to: A. Kurt Ardaman, City Attorney
Fishback Dominick LLP
1947 Lee Road
Winter Park, Florida 32789
Telecopy: (407) 262-8402

Developer: Dean Barberree
HR Rivington, LLC
By: Reader & Partners, LLC
5850 T.G. Lee Blvd. Suite 200
Orlando, Florida 32822

Notices shall be either: (i) personally delivered (including delivery by Federal Express, UPS or other overnight courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; or (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail.

10. **Entire Agreement.** This Agreement embodies the entire understanding of the parties with respect to the matters specifically enumerated herein, and all negotiations, representations, warranties and agreements made between the parties are merged herein. The making, execution and delivery of this Agreement by all parties has been induced by no representations, statements, warranties or agreements that are not expressed herein. There are no further or other agreements or understandings; written or oral, in effect between or among the parties related to the subject matter hereof.

11. **Interpretation.** None of the parties shall be considered the drafter of all or any portion of this Agreement for the purposes of interpreting all or any portion of this Agreement, it being recognized that all parties have contributed substantially and materially to the preparation of this Agreement.

12. **Authority.** Each party represents and warrants to the other party that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement, that all acts, approvals, procedures, and similar matters required in order to authorize this Agreement have been taken, obtained, or followed, as the case may be, and that, upon the execution of this Agreement by all parties and the rights and obligations under this Agreement shall benefit, burden and be binding upon the parties hereto and their successors in interest and assigns.

13. **Effective Date.** This Agreement shall become effective upon execution by all parties (the "Effective Date").

14. **Breach.** In the event of a breach, default, or violation of one or more of the provisions herein by the Developer or the City, the violating party shall be given thirty (30) days to cure such violation upon receipt of written notice of the violation from a non-violating party. In the event such violation is not cured within said period, the City or the Developer, as the case may be, shall have the right to pursue any and all legal and equitable remedies available provided by law. Notwithstanding the foregoing, the City shall be permitted to without notice immediately withhold the issuance of, and revoke, certificates of completion, certificates of occupancy or building permits associated with the Project in the event Developer is in violation of any provision of this Agreement.

15. **Amendment.** This Agreement may be amended, modified or cancelled by mutual consent of the parties hereto as represented by a written document executed by the City and the Developer.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue in any action to construe or

enforce the provisions of this Agreement shall be in the circuit court of and for Volusia County, Florida.

17. **Non-Waiver of Sovereign Immunity.** Nothing contained in this Agreement nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida.

18. **Informed Execution.** This Agreement is entered into voluntarily by the Developer without duress and after full review, evaluation and consideration by the Developer. Developer is represented by counsel, or alternatively, has been afforded an opportunity to retain counsel for review of this Agreement.

19. **Time is of the Essence.** Time is hereby declared to be of the essence in the performance of the duties and obligations of the respective parties to this Agreement.

20. **Captions.** The captions or paragraph headings of this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, or meaning of this Agreement.

21. **Independent Parties.** City and Developer are not partners and this Agreement is not a joint venture and nothing in this Agreement shall be construed to authorize the City or Developer to represent or bind the any other party to matters not expressly authorized or provided in this Agreement.

AGREED to by the City Council of the City of DeBary, Florida, a Florida municipality, and the Developer on the date first written above.




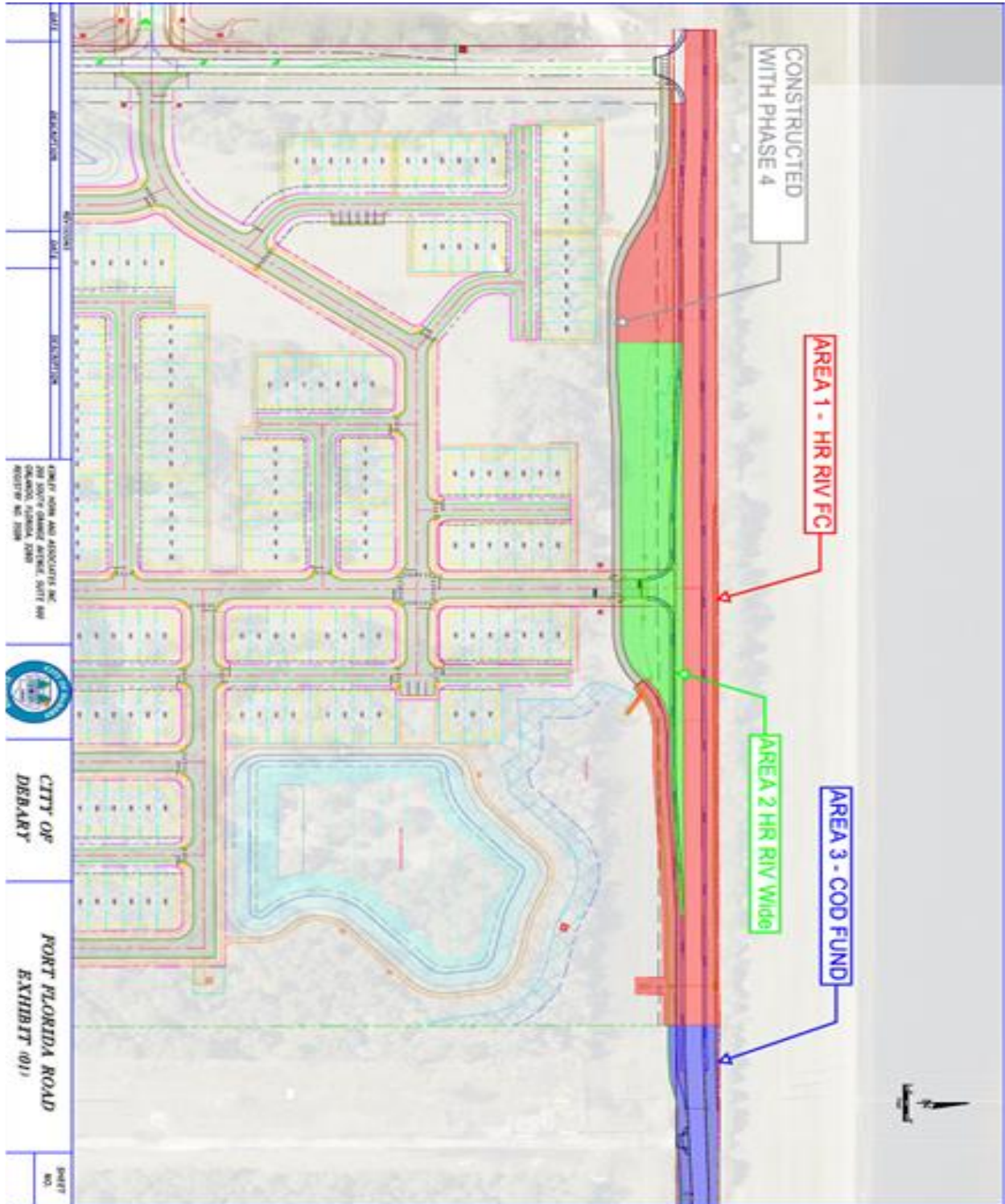
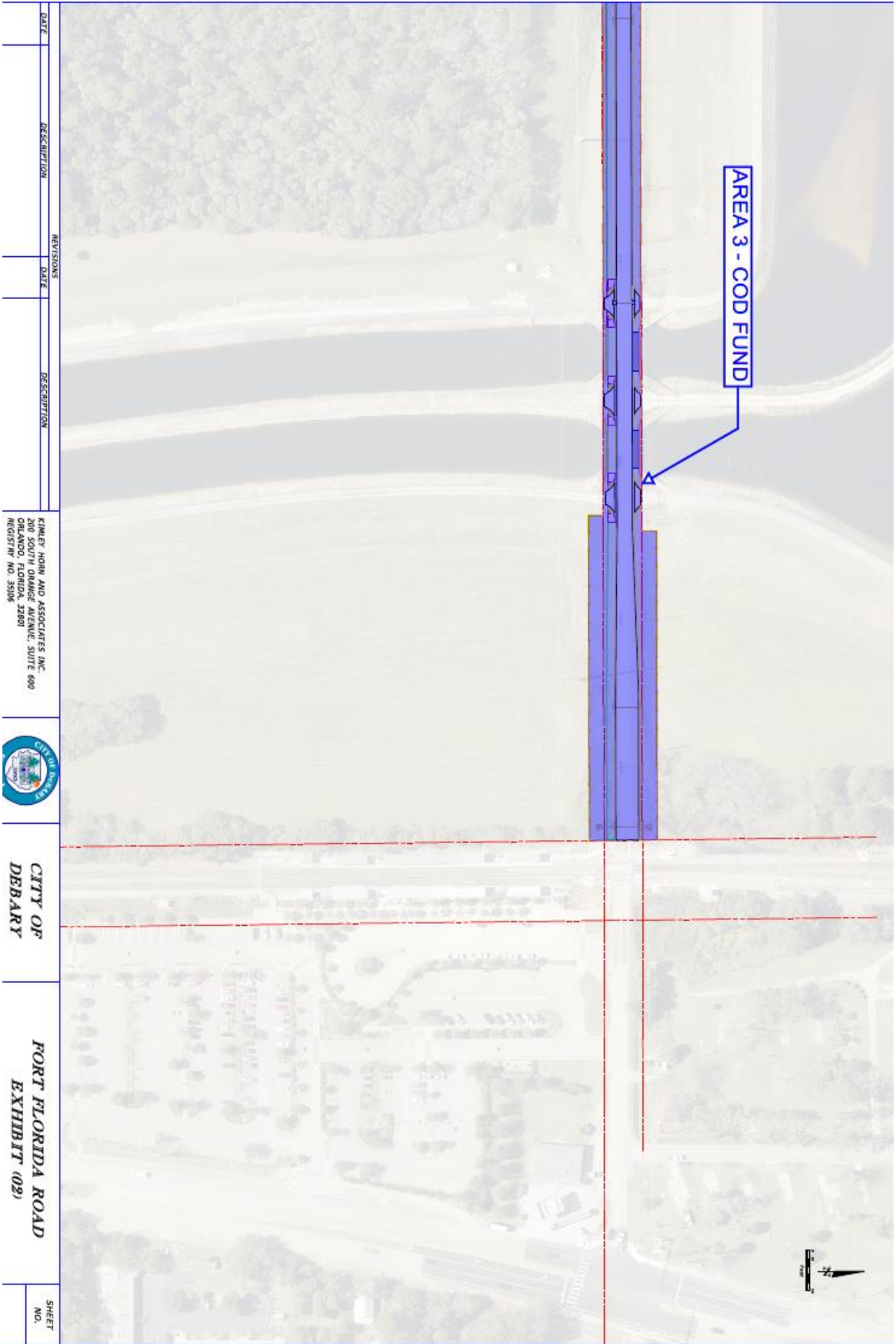
<p>ATTEST:</p> <p>By: _____ Annette Hatch, City Clerk</p> <p> Print Name: <u>KIMBERLY LOCHER</u> Witness</p> <p> Print Name: <u>MARLENE DEMACO</u> Witness</p>	<p>“City”</p> <p>CITY OF DEBARY, FLORIDA</p> <p>By: _____ Karen Chasez, Mayor</p> <p>“Developer”</p> <p>HR RIVINGTON, LLC, a Florida limited liability company</p> <p>By: HR Southeast, LLC, a Delaware limited liability company, Its Sole Member</p> <p>By: RP Investors Southeast, LLC, a Florida limited liability company, Its Sole Managing Member</p> <p>By: Reader & Partners, LLC, a Florida limited liability company, Its Sole Manager</p> <p>By:  Dean Barberree, President</p>
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Exhibit A





DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

KIMLEY-HORN AND ASSOCIATES, INC.
 200 SOUTH ORANGE AVENUE, SUITE 600
 ORLANDO, FLORIDA 32801
 REGISTRY NO. 3506


CITY OF DEBARY

PORT FLORIDA ROAD EXHIBIT (02)

SHEET NO.

Ft Florida Road Re-Construction and Funding Agreement
 Funding Allocation

	Sources of Funds	Fee	Units
Mobility Fee Credits Phase 3	\$ 457,249.00	\$ 2,069.00	221
Mobility Fee Credits Phase 4	324,008.00	\$ 1,604.00	202
Parks & Rec Impact Fee Credits Phase 4	106,769.12	\$ 528.56	202
City of DeBary	613,536.86		
City of DeBary	1,736,025.00		
Developer	180,614.36		
	3,418,202.34		

	Use of Funds	Allocation
Payments to contractor through Developer:		
Developer to pay with Credits and their own money	1,068,640.48	31%
City of DeBary to pay from budgeted funds	2,349,561.86	69%
	3,418,202.34	100%

Note: Any approved change orders will be allocated on a case by case basis.

FIRST AMENDMENT TO THE MOBILITY FEE AND PARK AND RECREATION FEE REIMBURSEMENT AGREEMENT

This **FIRST AMENDMENT TO THE MOBILITY FEE AND PARK AND RECREATION FEE REIMBURSEMENT AGREEMENT** (this "First Amendment") is made by and between **HR Rivington, LLC**, a Florida limited liability company ("Developer") and the **City of DeBary**, a Florida municipal corporation ("City").

WHEREAS, Developer is the property owner of that certain real property being approximately 296.2+/- acres in size, legally described in Exhibit "A" attached hereto (the "Property") and being that same property described in that certain Development Agreement recorded at Official Records Book 7729, Page 1566 of the Public Records of Volusia County, Florida (the "Rivington MPUD"); and

WHEREAS, the Property is located within the City of DeBary along the south side of Ft. Florida Road, west of its intersection with U.S. Highway 17/92; and

WHEREAS, Developer and City entered into that Mobility Fee and Park and Recreation Fee Reimbursement Agreement with an effective date of the 8th day of April, 2021, incorporated herein by reference, regarding the completion of certain improvements to the road and trail network in the vicinity of the SunRail commuter rail station, as more particularly described herein (the "Original Agreement"); and

WHEREAS, the parties seek to amend the Original Agreement to account for the completion of additional improvements to the road and trail system, which shall eligible for City mobility fee and park and recreation fee credits; and

WHEREAS, this First Amendment is not a statutory development agreement pursuant to Chapter 163, Florida Statutes, and is being entered into by the City pursuant to the City's home rule authority.

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

1. **Recitals.** The above premises are true and correct and are incorporated herein as material provisions of this First Amendment.

2. **Amendments.** The Original Agreement is hereby amended as follows:

Section 2 of the Original Agreement is amended to provide for the following (underlined language are additions; ~~stricken through~~ language are deletions):

2. **Developer Completion of Improvements.** The Developer agrees to:

Section 2 of the Original Agreement is amended to provide for the following (underlined language are additions; ~~stricken through~~ language are deletions):

2. Developer Completion of Improvements. The Developer agrees to:

(a) Complete the construction of the improvements to Ft. Florida Road, and Barwick Road, including the offsite turn lane improvements more particularly described in the Rivington MPUD (the "Initial Mobility Improvements") as shown on Exhibit B and agrees to complete the construction of additional improvements as shown on Exhibit "B" attached hereto in accordance with the final engineering plans to be completed and approved by the City (the "Additional Mobility Improvements") as shown on Exhibit D; (collectively, the "Mobility Improvements"); and

(b) Complete the construction and associated improvements, which may be completed in phases, of the multi-use trail system, as further detailed in the Rivington MPUD and shown on Exhibit "C" attached hereto in accordance with City approved plans (the "Park and Recreation Improvements").

Section 3 of the Original Agreement is amended to provide for the following (underlined language are additions; ~~stricken through~~ language are deletions):

3. Reimbursement ~~Credits~~ to Developer.

(a) As a result of the Developer funding the Mobility Improvements, as further detailed in **Exhibit "B,"** Developer shall be entitled to credits against the City's mobility impact fees. The mobility impact fee credits shall be for an amount equal to the actual labor and material construction cost of the Mobility Improvements. The term "actual labor and material construction cost of the Mobility Improvements" includes construction staking, construction material testing, and third-party construction management, engineer's certifications and as-built drawings as required by the City but for the Initial Mobility Improvements specifically does not and should not include design, engineering, design surveying and permitting costs since such were the responsibility of and funded by the City. The costs associated with ~~But Shall include the design, engineering, design surveying and permitting costs for the Additional Mobility Improvements~~ shall be subject to reimbursement as provided herein if those costs are funded by ~~in the event the Developer funds these~~. The credit against mobility impact fees provided herein is not intended to limit any additional mobility impact fee credits that may accrue under the terms of the Rivington MPUD. Regardless of the cost of the Mobility Improvements, in no event shall mobility impact fee credits received under this Agreement or under the Rivington MPUD exceed mobility impact fees that have become due or become due and owing for the Project (as defined in the Original Agreement). [DB1]

Upon completion of the Mobility Improvements described under Section 2 herein, the Developer shall: (i) provide, from the project engineer, the certified construction costs of the completed Mobility Improvements that are funded by Developer that will comprise the total value for the mobility impact fee credits subject to City for review and approval; (ii) the City's

engineer of record will provide signed and sealed certification to the City that the Mobility Improvements were constructed in accordance with City approved plans; (iii) provide certification of the as-built construction drawings for the Mobility Improvements; (iv) assign any warranty for the Mobility Improvements provided by the contractor to the City; and (v) obtain the City's inspection approval for the completed Mobility Improvements. The City shall have fifteen (15) business days from the date of receipt of the certified costs to review the certified costs of the completed improvements. Upon the City's approval of the certified costs for and inspection approval of the Mobility Improvements, Developer shall transfer the applicable Mobility Improvements to the City via a bill of sale in a form acceptable to the City along with an assignment of warranties from all contractors.

Subject to the Developer's satisfaction of its obligations herein, the City shall issue mobility impact fee credits to the Developer as provided below ("Mobility Fee Credits"):

(i) Mobility Fee Credits shall be valued at the current rates for mobility impact fees and as established by the City as of the Effective Date of this Agreement;

(ii) Mobility Fee Credits shall be issued on a per unit basis based on dollar value. Mobility Credits shall be indexed to any increase in the City's mobility impact fee in accordance with the requirements of Fla. Stat. §163.31801(5) and will be applied towards Project mobility impact fees at the then current rates in effective when such fees are due;

(iii) Mobility Fee Credits shall be transferable to by Developer to Developer's successors and assigns for the purpose of utilizing such credits for the Project or any part thereof subject to prior written notice to the City documenting such transfer;

(iv) All homebuilders within the Rivington MPUD may redeem the Mobility Fee Credits assigned to them by the Developer in lieu of paying the applicable mobility impact fees as necessary to secure a certificate of occupancy for a residence;

(v) The City shall grant Developer Mobility Fee Credits at the time of completion of any Mobility Improvement on a per unit basis based on dollar value for all Mobility Improvements completed after the date of the First Amendment to this Agreement. In the event a homebuilder within the Rivington MPUD pays a mobility impact fee to the City, either prior to the Mobility Fee Credits contemplated herein are granted to Developer or while Developer has outstanding Mobility Fee Credits, the Developer may exchange Mobility Fee Credits with the City and the City shall pay Developer for such credit in the amount equal to the amount paid by the homebuilder to the City. ~~However, in order to exercise such right, Developer must request such exchange of credits for a homebuilder payment from the City prior to no later than ninety (90) days from when the City awards~~

~~Developer with Mobility Credits under the terms of this Agreement.~~ The City shall hold any fees received from a homebuilder prior to completion of the Mobility Improvements for up to one hundred and eighty (180) days to provide a cash reimbursement to the Developer in exchange for a reduction in Mobility Fee Credits equal to the amount of such pre-paid mobility impact fees. After the date of this First Amendment, the City agrees to only accept Mobility Fee Credits in the form of actual, City issued certificates from homebuilders in the Project rather than allowing cash payments of mobility impact fees by homebuilders that will later be reimbursed to the Developer by the City. Upon approval of this First Amendment, the Developer shall provide a list to the City of all lots sold by the Developer to third party homebuilders, which lots will be the final lots permitted to make cash payment of mobility impact fees to the City rather than satisfying their mobility impact fee liability with Mobility Fee Credits.

(vi) In regard to the Ft. Florida Road improvements portion of the Additional Mobility Improvements as outlined in Exhibit D and identified as “Mill Resurface or Repair” of Fort Florida Road (RED), the City will reimburse Developer Developer’s direct cost for such improvements with mobility fee credits to be applied to the Project. In regard to the Barwick Road improvements portion of the Additional Mobility Improvements as outlined in Exhibit D and identified as “Mill Resurface or Repair” of Barwick Road (BLUE) and identified as “Mill Resurface or Repair” of Ft Florida Road (BLUE), the City will reimburse Developer for Developer’s direct cost for such improvements with a cash reimbursement. Developer shall bear the expense of the remaining portions of the costs for the Ft. Florida Road improvements and Barwick Road improvements portions of the Additional Mobility Improvement as outlined in Exhibit D and identified as “Turn Lane Widening” of Fort Florida Road and Barwick Road (GREEN). As it pertains to the improvements identified as “Mill Resurface or Repair” of Barwick Road (BLUE) and identified as “Mill Resurface or Repair” of Ft Florida Road (BLUE), funds for cash reimbursement will be allocated by the City of DeBary City Council into a designated project fund and will be released monthly to Developer by the City based on City reviewed and approved draw requests once Developer provides the certified construction costs of any completed Additional Mobility Improvements, or portion thereof, from the project engineer. All other Mobility Fee credits or reimbursements by the City to Developer will be provided on a quarterly basis.

(b) As a result of the Developer funding the Park and Recreation Improvements, as further detailed in Exhibit “C,” Developer shall be entitled to credits against the City’s park and recreation impact fees. The park and recreation impact fee credits shall be for an amount equal to the actual labor and material construction cost of the Park and Recreation Improvements, including construction staking, construction material testing and preparation of as-built drawings. The term “actual labor and material construction cost of the Park and Recreation Improvements” does not and should not include design, engineering, design surveying and permitting costs since such are generally shared functions with the development of non-public Project site infrastructure. Mobility impact fee credits received under this Agreement are solely for the benefit of the Project and are not assignable or transferable to other properties or projects within the City. The credit against park and recreation impact fees provided herein is not intended to limit any additional park and recreation impact fee credits that may accrue under the terms of

the Rivington MPUD. Regardless of the cost of the Park and Recreation Improvements, in no event shall park and recreation impact fee credits received under this Agreement or under the Rivington MPUD exceed park and recreation impact fees that become due and owing for the Project to be developed upon the Property.

Upon completion of the Park and Recreation Improvements described under Section 2 herein, the Developer shall: (i) provide, from the project engineer, the certified construction costs of the completed Park and Recreation Improvements that are funded by Developer that will comprise the total value for the park and recreation impact fee credits subject to City review and approval; (ii) provide the engineer of record's signed and sealed certification to the City that the Park and Recreation Improvements were constructed in accordance with City approved plans; (iii) provide as-built construction drawings for the Park and Recreation Improvements; (iv) confirm the Park and Recreation Improvements are covered by the 1-year maintenance guarantee provided in connection with the applicable phase of the Rivington MPUD; and (v) obtain the City's inspection approval for the completed Park and Recreation Improvements. The City shall have fifteen (15) business days from the date of receipt of the certified costs to review the certified costs of the completed improvements. Upon the City's approval of the certified costs for and inspection approval of the Park and Recreation Improvements, Developer shall transfer the applicable Park and Recreation Improvements to the City via a bill of sale in a form acceptable to the City along with an assignment of warranties from all contractors.

Subject to the Developer's satisfaction of its obligations herein, the City shall issue park and recreation impact fee credits to the Developer as provided below ("Park and Recreation Credits"):

(i) Park and Recreation Credits shall be valued at the current rates for park and recreation impact fees as established by the City as of the Effective Date of this Agreement;

(ii) Park and Recreation Credits shall be issued based on dollar value of the Park and Recreation Improvements and their value shall be indexed to any increase in the City's park and recreation impact fee in accordance with the requirements of Fla. Stat. §163.31801(5). Park and Recreation Credits will be applied towards Project mobility impact fees at the then current rates in effect when such fees are due;

(iii) Park and Recreation Credits shall be transferable by Developer to Developer's successors and assigns for the purpose of utilizing such credits for the Project or any part thereof subject to prior written notice to the City documenting such transfer;

(iv) All homebuilders within the Rivington MPUD may redeem the Park and Recreation Credits assigned to them by the Developer in lieu of paying the applicable park and recreation impact fees as necessary to secure a certificate of occupancy for a residence;

(v) In the event a homebuilder within the Rivington MPUD pays a park and recreation impact fee to the City, either prior to the Park and Recreation Credits contemplated herein are granted to Developer or while Developer has outstanding Park and Recreation Credits, the Developer may exchange Park and Recreation Credits with the City and the City shall pay Developer for such credit in the amount equal to the amount paid by the homebuilder to the City. However, in order to exercise such right, Developer must request such exchange of credits for a homebuilder payment from the City prior to no later than ninety (90) days from when the City awards Developer with Park and Recreation Credits under the terms of this Agreement. The City shall hold any fees received from a homebuilder prior to completion of the Park and Recreation Improvements for a period of one hundred eighty (180) days to provide a cash reimbursement to the Developer in exchange for a reduction in Park and Recreation Credits equal to the amount of such pre-paid mobility park and recreation impact fees.

(vi) The Developer shall design and construct the Additional Park and Recreation Improvements, known as the bicycle and pedestrian trail, described in **Exhibit "D"** attached hereto ("Additional Park and Recreation Improvements"). The City will reimburse Developer for Developer's actual labor and material construction cost for the Additional Park and Recreation Improvements as outlined in Exhibit D and identified as "Bike Trail" of Fort Florida Road (RED DASH) with park and recreation impact fees credits to be applied to the Project and as outlined in Exhibit D and identified as "Bike Trail" of Fort Florida Road (BLUE DASH) of Developer's actual labor and material construction cost for Additional Park and Recreational Improvements with a cash reimbursement. The park and recreation impact fee credits for the Additional Park and Recreation Improvements will be treated in the same manner as credits received for the Park and Recreation Improvements. Funds for cash reimbursement will be allocated by the City of DeBary City Council into a designated project fund and will be released monthly to Developer by the City based on City reviewed and approved draw requests once Developer provides the certified construction costs of any completed Additional Park and Recreation Improvements, or portion thereof, from the project engineer.

[DB2]

The Original Agreement is hereby amended to add an Exhibit "D" for the Additional Mobility Improvements and the Additional Park and Recreational Improvements, which is the same exhibit as Exhibit "D" attached to this First Amendment.

4. **Validity.** If any portion of this First Amendment is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the First Amendment shall continue in full force and effect.

5. **Binding/Recording.** This First Amendment shall run with the Property and the rights and the obligations under this Agreement shall benefit, burden, and bind the successors, heirs and assigns of all parties to this Agreement. Except as to the assignment of credits contemplated herein to successors and assigns in the Project, this First Amendment may not be assigned by either party without a prior written amendment by both parties hereto. This First

Amendment shall be recorded in the Public Records of Volusia County at the Developer's expense.

6. **Entire Agreement.** This First Amendment embodies the entire understanding of the parties with respect to the matters specifically enumerated herein, and all negotiations, representations, warranties and agreements made between the parties are merged herein. The making, execution and delivery of this First Amendment by all parties has been induced by no representations, statements, warranties or agreements that are not expressed herein. There are no further or other agreements or understandings, written or oral, in effect between or among the parties related to the subject matter hereof. Nothing in this First Amendment, express or implied, is intended to or will be construed to confer on any person, other than the parties of this First Amendment, any right, remedy, or claim with respect to this First Amendment.

7. **Attorneys' Fees/Laws/Venue.** In any lawsuit between the parties to this First Amendment arising from this First Amendment, each party shall bear their own attorney's fees and litigation costs. This First Amendment shall be governed by and construed and enforced in accordance with the laws of the State of Florida. Exclusive venue in any action to construe or enforce the provisions of this First Amendment shall be in the circuit court of and for Volusia County, Florida.

8. **Independent Parties.** City and Developer are not partners and this First Amendment is not a joint venture, and nothing in this First Amendment shall be construed to authorize the City or Developer to represent or bind the any other party to matters not expressly authorized or provided in this First Amendment.

9. **Interpretation.** None of the parties shall be considered the drafter of all or any portion of this Agreement for the purposes of interpreting all or any portion of this First Amendment, it being recognized that all parties have contributed substantially and materially to the preparation of this First Amendment.

10. **Non-Waiver of Sovereign Immunity and Indemnification.** Nothing contained in this First Amendment nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its home rule authority, police power, zoning authority and sovereign immunity under the Constitution and laws of the State of Florida or any other privilege, immunity or defense afforded to the City or the City's officers, employees and agents under the law. The Developer shall indemnify and hold harmless the City and its respective officers, employees and agents from and against all claims, damages, injuries, liability, losses, expenses, including reasonable attorneys' fees and costs (at trial and appellate levels), arising out of or resulting from the Developer's construction of improvements, Developer's assignment or transfer of any Mobility Fee Credits or Park and Recreation Credits (including relating to disputes between Developer and its successors and assigns regarding the same), or Developer's performance under this First Amendment.

11. **Time is of the Essence.** Time is of the essence as to the performance of all duties and obligations set forth in this First Amendment.

12. **Effective Date.** The Effective Date of this First Amendment shall be the date on which the last party has executed this First Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS THEREOF, the parties hereto have caused this First Amendment to be executed under seal by their officers and agents, duly authorized, as to the City and Developer, on the day and year set forth hereinafter.

Kimberly Locher
Signature

KIMBERLY LOCHER
Print Name:

Marlene Demarco
Signature

MARLENE DEMARCO
Print Name:

Developer:

HR RIVINGTON, LLC, a Florida limited liability company

By: HR Southeast, LLC, a Delaware limited liability company, Its Sole Member

By: RP Investors Southeast, LLC, a Florida limited liability company, Its Sole Managing Member

By: Reader & Partners, LLC, a Florida limited liability company, Its Sole Manager

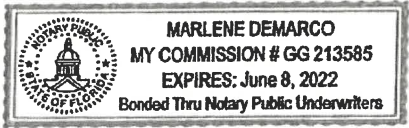
By: [Signature]
Dean Barberree, President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by physical presence this 7th day of September, 2021, by Dean Barberree as President of Reader & Partners, LLC, on behalf of said limited liability company, who is personally known to me or who has produced as identification.

Marlene Demarco
NOTARY PUBLIC, STATE OF FLORIDA

MARLENE DEMARCO
Type or Print Name
Commission No. GG 213585
My Commission Expires: 6/8/2022



City:

CITY OF DEBARY, FLORIDA

By: 
Karen Chasez, Mayor

ATTEST:

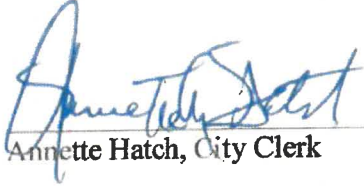

Annette Hatch, City Clerk

Exhibit "A"

Legal Description of the Rivington MPUD Property

The South 1/2 of the Northeast 1/4; the South 1/2 of the Northwest 1/4; Government Lots 1 and 3; and the North 1/2 of Government Lot 6; all in Section 8, Township 19 South, Range 30 East. lying South of Fort Florida Road, Volusia County, Florida.

ALL EXCEPT the rights of way for any and all public roads on and over said real property and except all electric or power line easement or rights of way agreements therefore, heretofore given.

EXCEPT the South 30 feet of said Lot 1 and except the South 30 feet of the North 1/2 of said Lot 6.

CONTAINS 296.2 Acres, more or less per the Volusia County Appraiser

Exhibit B to the Original Agreement is amendment to add the following additional scope of improvements: (underlined language are additions; ~~stricken-through~~ language are deletions);[DB3]

Exhibit "D"

Additional Mobility Improvements^[DL4] and Additional Park and Recreation Improvements



City Council Meeting City of DeBary AGENDA ITEM

Subject: First Amendment to Contract for Construction Management/General Contracting Services for Fire Station #39	Attachments: <input type="checkbox"/> Ordinance
From: Carmen Rosamonda, City Manager	<input type="checkbox"/> Resolution
Meeting Hearing Date May 1, 2024	<input type="checkbox"/> Supporting Documents/ Contracts
	<input type="checkbox"/> Other

REQUEST

City Manager is requesting City Council approve and accept the Wharton-Smith, LLC's Guaranteed Maximum Price Proposal for the new Fire Station #39.

PURPOSE

The purpose is to accept the Guaranteed Maximum Price (GMP) and proceed with the construction of Fire Station #39.

CONSIDERATIONS

- On March 31, 2023, with a budget of \$2.5M, we received bids pursuant to our RFP advertisement. The lowest bid was \$5,616,100 for a 3-bay station. Staff rejected the bids and pursued bids for a Construction Manager at Risk (CMAR) contract through our RFQ process.
- On January 20, 2024, the City Council awarded the RFQ bid (CMAR) to Wharton-Smith, LLC and approved the Contract for Construction Management/General Contracting Services for Pre-Construction Phase Services for Fire Station #39. Along with this approval, the City Council approved \$51,480.80 for Wharton-Smith, Inc. to advertise for bids and establish a GMP for the project.
- Wharton-Smith, Inc. received 3-4 bids per construction phase (see GMP proposal) estimating the cost of the 2-bay station not to exceed \$5,767,140 and the 3-bay station not to exceed \$6,062,340. These costs include Wharton-Smith, LLC's management fee and inspection services at 8%.
- Upon approval, the City will finish the engineered plans and move towards issuing a Notice to Proceed. Mobilization and Clearing projected to be on or about August 1, 2024 (see project timeline in GMP proposal). Fire Station #39 is projected to be completed 12 months after start date. However, in the current construction industry environment, we are experiencing significant delays in electrical components including panels and generators which may take 9-12 months to receive.

- The GMP is the maximum amount the City will pay for this project. Wharton-Smith, as required, received at least 3 bids for each phase of the project (included in the GMP proposal). In Section 4 of this document, Wharton-Smith offered various cost saving items totaling \$162,041. Once our engineer team reviews, we will make a decision on which ones are viable options. Another saving feature is direct purchasing of materials. Wharton-Smith will assist the City in buying materials direct and utilize our sales tax exemption authority saving another \$60,000-\$70,000. There may be other options during construction to reduce costs, as Wharton-Smith will also scrutinize scope of work and assumptions made during the bid process and true them up at the time of service.
- There are 3 additional major cost factors associated with the construction of this fire station that the Council must consider. 1) Pursuant to our fire services contract with Orange City, the hiring of 8.5 additional fire fighters/EMT positions will be completed by February 1, 2024, or 6 months prior to station completion whichever occurs later. The annualized cost for these additional positions, plus the normal operating costs will be approximately \$2M additional annually; 2) With the newly purchase of the fire truck, an additional, one-time purchase of \$300,000 is needed to properly outfit the truck; 3) The construction of the fire station does not include appliances and furnishings. The cost of these appliances and furnishing will be one-time purchase of approximately \$100,000 - \$125,000.
- **Budget History.** In FY 2023-24 approved budget, the City increased its budget to \$5.15M. The following are the chain of adjustments and increase over the last two fiscal years for this project.
 - FY 2022-23 the budget for Fire Station #39 was \$2.5M; State Appropriation \$1.25M, City \$1.25M.
 - FY 2022-23, the budget was increased by \$641,349 to purchase the fire truck, which takes over 18 months to receive.
 - FY 2023-24, the budget was increased to \$5.15M due to the results of the initial RFP. In this approved budget, we transferred \$2.5M from the ARPA fund and \$150,000 from Public Building Impact Fees to cover the increased cost.
- Orange City has provided a staffing plan and preliminary personnel only, budget forecast. Station 33 has 12 current positions. When Station #39 is completed and with the hiring of 8.5 additional personnel, each station will be equalized with 10.25 positions each. The personnel cost increase is estimated at \$756,668 for FY 2024-25. This does not include operational expenses. It is estimated in FY2025-26 budget, the cost for fire services will be in excess of \$4M, nearly double our current expense.
- The increase in construction costs (\$912,000), fire truck equipment (\$300,000) and furnishings (\$100,000-\$125,000) and hiring of 8.5 personnel (\$756,668) will be allocated in the FY 2024-25 budget. This will require the City to raise the ad valorem rates next year.

COST/FUNDING

There is no additional cost for FY 2023-24. The additional construction cost, additional personnel and operating costs, equipment and furnishing costs will be allocated in FY2024-25 budget. The additional personnel and operating costs are recurring and will be also allocated in future budgets.

RECOMMENDATION

It is recommended that the City Council approve and accept the Guaranteed Maximum Price of \$6,062,340 for the 3-bay building for Fire Station #39 and authorize the City Manager to execute the necessary construction contract documents to begin construction as soon as possible.

IMPLEMENTATION

Upon approval, City Manager will work with City Attorney to execute construction contract as soon as possible.

ATTACHMENTS

Wharton-Smith Guaranteed Maximum Price Proposal
Bids Results from Original RFP, Dated 3/31/2023
City of Orange City – DeBary Fire Services; FY 2024/25 Personnel Services Projection
Contract for Construction Management/General Contracting Services for Fire Station #39



CITY OF DEBARY
CONTRACT FOR CM/GC SERVICES
FOR PRE-CONSTRUCTION PHASE SERVICES FOR

FIRE STATION #39

GMP



Wharton-Smith, Inc.
CONSTRUCTION GROUP

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Section 5	Assumptions and Clarifications
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Section 7	Document List



City of DeBary
Contract for CM/GC Services
for Pre-Construction Phase Services for
Fire Station #39
GMP

Section 1
Estimate Summary
Base Bid and Alternate



Wharton-Smith, Inc.
CONSTRUCTION GROUP



City of Debarry Fire Station 39
 City of Debarry
ESTIMATING WORKSHEET SUMMARY

4/16/2024

LINE	Spec	DESCRIPTION	\$/SF		TOTAL	ALTERNATE TOTAL		COMMENTS
1		Direct Costs						
2		General Requirements	\$ 26.79		152,241	152,241	0	
3	030000	Cast in Place Concrete	\$ 49.18		279,474	295,780	16,306	
4	040000	Masonry	\$ 34.32		195,033	213,066	18,033	
5	050000	Structural Steel	\$ 31.63		179,765	208,024	28,259	
6	062000	Finish Carpentry	\$ 6.80		38,622	38,622	0	
7	072100	Foam Insulation	\$ 0.64		3,645	3,860	215	
8	072700	Air Barriers	\$ 2.11		12,000	12,000	0	
9	074000	Standing Seem Metal Roofing	\$ 51.03		289,986	329,154	39,168	
10	079000	Joint Protection	\$ 2.82		16,000	16,000	0	
11	081000	Doors, Frames & Hardware	\$ 15.83		89,961	89,961	0	
12	083000	Specialty Doors	\$ 11.05		62,812	95,174	32,362	
13	085000	Windows	\$ 9.87		56,100	56,100	0	
14	092000	Drywall	\$ 34.57		196,462	196,462	0	
15	092100	Stucco	\$ 6.43		36,530	37,530	1,000	
16	095000	Acoustical Ceilings	\$ 2.61		14,841	14,841	0	
17	096000	Flooring	\$ 8.27		47,024	47,024	0	
18	099000	Painting	\$ 12.00		68,187	82,412	14,225	
19	102000	Toilet Partitions & Accessories	\$ 0.57		3,230	3,230	0	
20	104000	Exterior Specialties	\$ -		0	0	0	
21	105000	Signage	\$ 0.61		3,471	3,471	0	
22	106000	Lockers	\$ -		0	0	0	
23	107000	Fire Extinguishers	\$ 0.60		3,416	3,416	0	
24	108000	Protective Covers	\$ 9.46		53,750	64,750	11,000	
25	210000	Fire Sprinklers	\$ 4.49		25,500	27,900	2,400	
26	220000	Plumbing	\$ 37.21		211,483	238,082	26,599	
27	230000	HVAC	\$ 67.27		382,310	423,633	41,322	
28	260000	Electrical	\$ 133.01		755,915	773,705	17,791	
29	310000	Site earthwork, Utilities & Paving	\$ 183.45		1,042,546	1,057,204	14,657	
30	323113	Fencing	\$ -		0	0	0	
31	329300	Landscaping & Irrigation	\$ 13.90		78,985	78,985	0	
32		TOTAL DIRECT COSTS	\$ 756.52		4,299,289	4,562,627	263,338	
33		Indirect Costs						
34		General Conditions	\$ 146.93	14.48%	834,998	834,998	0	
35		A/E Design & C/A Fees	\$ -		0	0	0	
36		Virtual Design Coordination	\$ 1.01	0.10%	5,767	6,062	295	
37		General Liability Insurance	\$ 10.66	1.05%	60,555	63,655	3,100	
38		Builder's Risk Insurance	\$ 1.97	0.19%	11,191	11,191	0	
39		Permits	\$ -	0.00%	0	0	0	
40		P&P Bond	\$ 6.96	0.69%	39,570	41,595	2,025	
41		SUBTOTAL	\$ 924.05		5,251,370	5,520,128		
42		Project Contingency	\$ 18.48	2.00%	105,027	110,403	5,375	
43		Subtotal	\$ 942.53		5,356,397	5,630,530		
44			\$ -					
45		Fee	\$ 72.28	8.00%	410,743	431,810	21,067	
46		Guaranteed Maximum Price	\$ 1,014.81		5,767,140	6,062,340	295,200	



City of DeBary
Contract for CM/GC Services
for Pre-Construction Phase Services for
Fire Station #39
GMP

Section
Base Bid Estimate Details



Wharton-Smith, Inc.
CONSTRUCTION GROUP



90-24-006

City of Debarry Fire Station 39
 City of Debarry
DIRECT COST WORKSHEET

16-Apr-24

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
		cell M10 above is used for isolating individual building costs										
0	030000	Cast in Place Concrete										
1												
2								Toltec	BNG	Leo's	Subname	
3								265,665	319,200			
4		Column Foundations					94,848					
5		F1.0 (4'-6" x 4'-6" x 2'-0") (4#5 EW)	1	ea	1,162.98	1,163		x	x			
6		F2.0 (4'-6" x 4'-6" x 1'-0") (4#5 EW)	2	ea	840.78	1,682		x	x			
7		Continuous Foundations	0			0						
8		2/S-301 (Cont. x 2'-0" x 1'-0") (3#5, #5@12") (Dowels #5@16")	162	lf	70.79	11,478		x	x			
9		1/S-301 (Cont. x 3'-0" x 1'-0") (4#5, #5@10") (Dowels #5@16")	222	lf	99.77	22,108		x	x			
10		Slab on Grade	0			0						
11		4" SOG (#4 @ 18" EW on 6 MIL VB)	3,067	sf	6.56	20,119		x	x			
12		10" SOG (#5 @16" EW on 6 MIL VB)	2,602	sf	12.54	32,629		x	x			
13		Miscellaneous Concrete	0			0						
14		Termite Treatment	5,669	sf	1.00	5,669		5,669	x			
15		Site Concrete	0			0	95,547					
16		Mechanical Court Yard SOG - 4" SOG (6x6 W2.9 x W2.9 WWF)	281	sf	7.06	1,987		x	x			
17		Emergency Generator SOG - 12" SOG (#6 12" OC EW)	398	sf	17.84	7,097		x	x			
18		Dumpster SOG - 6" SOG (6x6 W2.9 x W2.9 WWF)	203	sf	9.05	1,836		x	x			
19		Transformer SOG - 6" SOG (6x6 W2.9 x W2.9 WWF)	64	sf	9.05	582		x	x			
20		6" Concrete Pavement - 4,000 psi	7,654	sf	10.00	76,540		x	x			
21		Sidewalks	1,501	sf	5.00	7,505		x	x			
22			0			0						
23			0			0						
24		Bond	190,395	\$	0.02	3,808	WSI Estimate	8,140	6,384	-	-	
25		Adjustment from WSI estimate to subcontractor	1	LS	85,271.03	85,271	194,203	279,474	325,584	-	-	
26								0.03	0.02	0.02	0.02	
27								Toltec	BNG	Leo's	Subname	
28												
29		Subtotal - Cast in Place Concrete				279,474						

90-24-006

City of Debary Fire Station 39
 City of Debary
DIRECT COST WORKSHEET

16-Apr-24

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
30	040000	Masonry										
31												
32								Toltec	BNG/Stonewall	Leo's	Subname	
33								187,352	190,691			
34		Building CMU Block	0			0						
35		8" CMU - #5 @ 16" - 14'	858	sf	30.00	25,746		x	x			
36		8" CMU - #5 @ 16" - 18'	1,799	sf	30.00	53,957		x	x			
37		12" CMU - #5 @ 16" - 22'	1,405	sf	35.00	49,172		x	x			
38		12" CMU - #5 @ 16" - 25'	2,009	sf	35.00	70,306		x	x			
39		12" CMU - #5 @ 16" - 28'	1,842	sf	35.00	64,484		x	x			
40		Building Lintels	0			0						
41		L1 - 8x8 2#4	33	lf	30.00	976		x	x			
42		L2 - 8x16 2#5	45	lf	32.00	1,439		x	x			
43		L3 - 12x8 2#4	23	lf	32.00	735		x	x			
44		L4 - 12x16 4#5	80	lf	35.00	2,817		x	x			
45		Install W-Beam Lintes	4	ea	500.00	2,000		2,000	2,000			
46		Site CMU Block	0			0						
47		8" CMU - 6' at Dumpster Enclosure and Mechancial Courtyard	902	sf	25.00	22,551		x	x			
48		Precast Concrete Cap	105	lf	20.00	2,107		x	x			
49		Misc. Masonry	0			0						
50		Install Hollow Metal Door Frames in CMU	6	ea	250.00	1,500		x	x			
51			0			0						
52			0			0						
53		Bond	297,790	\$	0.02	5,956	WSI Estimate	5,681	3,854	-	-	
54		Adjustment from WSI estimate to subcontractor	1	LS	-108,713.07	(108,713)	303,746	195,033	196,545	-	-	
55								0.03	0.02	0.02	0.02	
56								Toltec	BNG/Stonewall	Leo's	Subname	
57												
58		Subtotal - Masonry				195,033	497,949	474,506	522,129			

90-24-006

City of Debary Fire Station 39
 City of Debary
DIRECT COST WORKSHEET

16-Apr-24

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
59	050000	Structural Steel										
60												
61								Fabco	ISI	Fema	Subname	
62								168,985	230,500	261,003		
63		Steel Columns	0			0						
64		F1.0 - HSS 5x5x1/4	0.16	tons	5,500.00	876		x	x	x		
65		F2.0 - HSS 5x5x1/4	0.32	tons	5,500.00	1,753		x	x	x		
66		Steel Beams	0			0						
67		W12x16	7.54	tons	5,500.00	41,479		x	x	x		
68		W21x44	18.29	tons	5,500.00	100,582		x	x	x		
69		Steel Lintel	0			0						
70		W8x40	1.72	tons	5,500.00	9,480		x	x	x		
71		Steel Joists Subs	0			0						
72		2.5K2	1.02	tons	5,500.00	5,605		x	x	x		
73		Metal Deck	0			0						
74		Metal Deck - 1.5B, 22ga, 1-1/2" Deep, Galvanized	5,985	sf	5.00	29,927		x	x	x		
75		Perimeter Angle	0			0						
76		L Angle	240	lf	15.00	3,600		x	x	x		
77		Misc. Steel	0			0						
78		Dumpster Gates	2	ea	4,500.00	9,000		x	x	x		
79		Mechanical Courtyard Gates	2	ea	4,500.00	9,000		x	x	x		
80		Mechanical Courtyard Gates - Louver	4	ea	1,000.00	4,000		4,000	4,000	4,000		
81		Allowances	0			0						
82		Third Party Inspections	1	ls	5,000.00	5,000		5,000	5,000	5,000		
83			0			0						
84			0			0						
85		Bond	220,302	\$	0.02	4,406	WSI Estimate	1,780	4,790	5,400	-	
86		Adjustment from WSI estimate to subcontractor	1	LS	-44,943.58	(44,944)	224,708	179,765	244,290	275,403	-	
87							39.54	0.01	0.02	0.02	0.02	
88								Fabco	ISI	Fema	Subname	
89												
90		Subtotal - Structural Steel				179,765						

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
91	062000	Finish Carpentry										
92												
93								Cabinet Makers	Rivercraft	Subname	Subname	
94								38,622	46,831			
95		Millwork										
96		106 Kitchen										
97		PLAM Base Cabinets	12	lf	350.00	4,200		x	x			
98		PLAM Upper Cabinets	14	lf	325.00	4,550		x	x			
99		Quartz Countertop	34	sf	120.00	4,080		x	x			
100		PLAM Island Base Cabinets	6	lf	350.00	2,100		x	x			
101		Quartz Island Countertop with Waterfall Edge	43	sf	120.00	5,160		x	x			
102		Full Height Cabinet	3	ea	1,200.00	3,600		x	x			
103		115 Restroom										
104		Countertop	6	sf	120.00	720		x	x			
105		PLAM Undersink Panel	3	lf	225.00	675		x	x			
106		116 Restroom										
107		Countertop	6	sf	120.00	720		x	x			
108		PLAM Undersink Panel	3	lf	225.00	675		x	x			
109		Bunk Rooms	0			0						
110		Floating Shelf	10	lf	150.00	1,500		x	x			
111		Radio Report	0			0						
112		Countertop	30	sf	120.00	3,600		x	x			
113		Brackets	5	ea	100.00	500		x	x			
114		EMS	0			0						
115		Countertop	8	sf	120.00	900		x	x			
116		Brackets	1	ea	100.00	100		x	x			
117			0			0						
118			0			0						
119		Bond	33,080	\$	0.00	0						
120		Adjustment from WSI estimate to subcontractor	1	LS	5,542.00	5,542	WSI Estimate 33,080	-	-	-	-	-
121								38,622	46,831	-	-	-
122								0	0	0.02	0.02	-
123								Cabinet Makers	Rivercraft	Subname	Subname	-
124		Subtotal - Finish Carpentry				38,622						
125	072100	Foam Insulation										
126												
127								Southern Foam	Subname	Subname	Subname	
128								3,645				
129	072119	Foamed-In-Place Insulation										
130		Injected Masonry Foam Insulation	7,913	sf	0.50	3,956		x				
131			0			0						
132			0			0						
133		Bond	3,956	\$	0.00	0						
134		Adjustment from WSI estimate to subcontractor	1	LS	-311.42	(311)	WSI Estimate 3,956	-	-	-	-	-
135								3,645	-	-	-	-
136								0	0.02	0.02	0.02	-
137								Southern Foam	Subname	Subname	Subname	-
138		Subtotal - Foam Insulation				3,645						

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
139	072700	Air Barriers										
140												
141								CF Waterproofing	Moss	Subname	Subname	
142								12,000				
143	072726	Fluid Applied Membrane Air Barriers										
144		Air Barrier behind Stucco	5,891	sf	2.00	11,782		x				
145			0			0						
146			0			0						
147		Bond	11,782	\$	0.00	0	WSI Estimate	-	-	-	-	
148		Adjustment from WSI estimate to subcontractor	1	LS	217.76	218	11,782	12,000	-	-	-	
149								0	0.02	0.02	0.02	
150								CF Waterproofing	Moss	Subname	Subname	
151												
152		Subtotal - Air Barriers				12,000						
153	074000	Standing Seem Metal Roofing										
154												
155								Arch. Sheet Metal	Subname	Subname	Subname	
156								264,300				
157		Roofing	5,985	sf	32.00	191,520		x				
158		R-25 Rigid Insulation	0			0		x				
159		1/2" Sheating Roof Board	0			0		x				
160		Underlayment	0			0		x				
161		Standing Seem Metal Roof	0			0		x				
162		Soffit Panels	0			0						
163		Metal Soffit	99	sf	32.00	3,168		x				
164		Vertical Panels	0			0						
165		Standing Seem Vertical Panels	563	sf	32.00	18,021		x				
166		Miscellaneous Roofing	0			0						
167		Gutters	131	lf	25.00	3,283		x				
168		Downspouts	74	lf	25.00	1,844		x				
169		Testing	0			0						
170		Air Infiltration	1	ea	10,000.00	10,000		10,000				
171		Water Penetration	1	ea	10,000.00	10,000		10,000				
172			0			0						
173			0			0						
174		Bond	237,836	\$	0.02	4,757	WSI Estimate	5,686	-	-	-	
175		Adjustment from WSI estimate to subcontractor	1	LS	47,393.48	47,393	242,593	289,986	-	-	-	
176								0.02	0.02	0.02	0.02	
177								Arch. Sheet Metal	Subname	Subname	Subname	
178												
179		Subtotal - Standing Seem Metal Roofing				289,986						

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
180	079000	Joint Protection										
181												
182								CF Waterproofing	General Caulk	Subname	Subname	
183								16,000	9,325			
184	079000	Joint Sealants										
185		Exterior Doors	1	ls	2,000.00	2,000		x	x			
186		Exterior Windows	1	ls	2,000.00	2,000		x	2,000			
187		Masonry Control Joints	1	ls	2,000.00	2,000		x	x			
188		Stucco Control Joints	1	ls	2,000.00	2,000		x	2,000			
189		Sidewalk to Building	1	ls	2,000.00	2,000		x	x			
190		Sidewalk Expansion Joint	1	ls	2,000.00	2,000		x	x			
191		Concrete Pavement to Pavement	1	ls	2,000.00	2,000		x	x			
192		Pavement to Curbs	1	ls	2,000.00	2,000		x	2,000			
193		Vents and Louvers	1	ls	2,000.00	2,000		x	x			
194			0			0						
195			0			0						
196		Bond	18,000	\$	0.00	0	WSI Estimate	-	-	-	-	
197		Adjustment from WSI estimate to subcontractor	1	LS	-2,000.00	(2,000)	18,000	16,000	15,325	-	-	
198								0	0	0.02	0.02	
199								CF Waterproofing	General Caulk	Subname	Subname	
200												
201		Subtotal - Joint Protection				16,000						
202	081000	Doors, Frames & Hardware										
203												
204								AG Mauro	DH Pace	Cajun	TCR	
205								80,161	91,920			
206		Door Leafs										
207		Wood Door Type N - 3070	3	ea	800.00	2,400		x	x			
208		Wood Door Type F - 3070	12	ea	800.00	9,600		x	x			
209		Wood Door Type VV - 3070	1	ea	800.00	800		x	x			
210		Wood Door Type FG - 3070	1	ea	800.00	800		x	x			
211		Hollow Metal Door Type F - 3070	7	ea	800.00	5,600		x	x			
212		Hollow Metal Door Type N - 3070	4	ea	800.00	3,200		x	x			
213		Door Frames										
214		F1 - Hollow Metal Frame - 3070	16	ea	700.00	11,200		x	x			
215		F1 - Hollow Metal Frame - 6070	1	ea	850.00	850		x	x			
216		F4 - Hollow Metal Frame - 3070 Masonry Head	8	ea	750.00	6,000		x	x			
217		F6 - Hollow Metal Frame - 6070 Masonry Head	1	ea	900.00	900		x	x			
218		Door Hardware										
219		Hardware	28	ea	1,200.00	33,600		x	x			
220		Installation										
221		Install	28	ea	350.00	9,800		9,800	x			
222			0			0						
223			0			0						
224		Bond	84,750	\$	0.00	0	WSI Estimate	-	-	-	-	
225		Adjustment from WSI estimate to subcontractor	1	LS	5,211.00	5,211	84,750	89,961	91,920	-	-	
226							3,027	0	0	0.02	0.02	
227								AG Mauro	DH Pace	Cajun	TCR	
228												
229		Subtotal - Doors, Frames & Hardware				89,961						

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
230	083000	Specialty Doors										
231												
232								Florida Door	American	Overhead Door Co	Subname	
233								62,812	135,154	70,318		
234		Overhead Coiling Doors										
235		14'-0" x 14'-0" High Speed Overhead Door	4	ea	20,000.00	80,000		x	x	x		
236			0			0						
237			0			0						
238		Bond	80,000	\$	0.00	0	WSI Estimate	-	2,703	-	-	
239		Adjustment from WSI estimate to subcontractor	1	LS	-17,188.00	(17,188)	80,000	62,812	137,857	70,318	-	
240								0	0.02	0	0.02	
241								Florida Door	American	Overhead Door Co	Subname	
242												
243		Subtotal - Specialty Doors				62,812						
244	085000	Windows										
245												
246								Diamond	Lays	Subname	Subname	
247								46,000				
248		Exterior Storefront										
249		SF1 - 14'-0" x 10'-0" with Single Door	140	sf	180.00	25,200		x				
250		SF3 - 3'-4" x 10'-0"	33	sf	180.00	6,000		x				
251		Exterior Windows										
252		W1 - 12'-0" x 2'-8"	32	sf	180.00	5,760		x				
253		W2 - 9'-4" x 2'-8"	25	sf	180.00	4,480		x				
254		Interior Glazing	0			0						
255		Door Lite Type - N	7	ea	90.00	630		x				
256		Door Lite Type - FG	1	ea	150.00	150		x				
257			0			0						
258		Scope Questions	0			0						
259		Level-E Glazing	0			0		9,000				
260			0			0						
261			0			0						
262		Bond	42,220	\$	0.02	844	WSI Estimate	1,100	-	-	-	
263		Adjustment from WSI estimate to subcontractor	1	LS	13,035.60	13,036	43,064	56,100	-	-	-	
264								0.02	0.02	0.02	0.02	
265								Diamond	Lays	Subname	Subname	
266												
267		Subtotal - Windows				56,100						

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
268	092000	Drywall										
269												
270								Drywall Elements	Kenpat	J & G	Strategic	
271								192,610	215,105			
272		Drywall Partitions										
273		Type C - (1) 5/8" Gyp, 2-1/2" MS, 2" Rigid Insulation	2,520	sf	12.00	30,234		x	x			
274		Type F - (2) 5/8" Gyp., 3-5/8" MS	845	sf	14.00	11,825		x	x			
275		Type F 1HR - (2) 5/8" Gyp., 3-5/8" MS	180	sf	20.00	3,600		x	x			
276		Type G - (4) 5/8" Gyp, 3-5/8" MS, 3" Batt Insulation	3,341	sf	16.00	53,455		x	x			
277		Type G 1HR - (4) 5/8" Gyp, 3-5/8" MS, 3" Batt Insulation	422	sf	20.00	8,445		x	x			
278		Type H - (4) 5/8" Gyp, 6" MS, 6" Insulation	136	sf	18.00	2,448		x	x			
279		Type H 1HR - (4) 5/8" Gyp, 6" MS, 6" Insulation	647	sf	20.00	12,941		x	x			
280		Type I - (2) 5/8" Gyp, 6" MS, 6" Insulation	789	sf	18.00	14,210		x	x			
281		Type I 1HR - (2) 5/8" Gyp, 6" MS, 6" Insulation	181	sf	22.00	3,974		x	x			
282		Type J - (1) 5/8" Gyp, 3/5" MS, 3" Insulation	513	sf	16.00	8,202		x	x			
283		Drywall Ceilings										
284		5/8" Gyp Moisture Resistant @ Restroom	154	sf	12.00	1,843		x	x			
285		5/8" Gyp Ceilings	427	sf	10.00	4,274		x	x			
286		Misc. Drywall	0			0						
287		In-Wall Blocking	0			0		x	x			
288		Install Hollow Metal Frames in Drywall Partitions	0			0		x	x			
289			0			0						
290			0			0						
291		Bond	155,451	\$	0.02	3,109	WSI Estimate	3,852	3,162	-	-	
292		Adjustment from WSI estimate to subcontractor	1	LS	37,901.69	37,902	158,561	196,462	218,267	-	-	
293								0.02	0.0147	0.02	0.02	
294								Drywall Elements	Kenpat	J & G	Strategic	
295												
296		Subtotal - Drywall				196,462						
297	092100	Stucco										
298												
299								Reyes	Subname	Subname	Subname	
300								36,530				
301		Stucco										
302		Exterior Stucco on Building	5,891	sf	10.00	58,911		x				
303		Exterior Stucco on Dumpster and Mechanical Enclosure	902	sf	10.00	9,020		x				
304			0			0						
305			0			0						
306		Bond	67,932	\$	0.00	0	WSI Estimate	-	-	-	-	
307		Adjustment from WSI estimate to subcontractor	1	LS	-31,401.60	(31,402)	67,932	36,530	-	-	-	
308								0	0.02	0.02	0.02	
309								Reyes	Subname	Subname	Subname	
310												
311		Subtotal - Stucco				36,530						

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
312	095000	Acoustical Ceilings										
313												
314								Drywall Elements	Kenpat	J & G	Strategic	
315								14,550	15,525			
316		Suspended Acoustic Ceilings										
317		ACT1 - Acoustical Ceilings 2x2 - #1912HRC	1,867	sf	6.50	12,133		x	x			
318			0			0						
319			0			0						
320		Bond	12,133	\$	0.02	243	WSI Estimate	291	228	-	-	
321		Adjustment from WSI estimate to subcontractor	1	LS	2,465.11	2,465	12,376	14,841	15,753	-	-	
322								0.02	0.0147	0.02	0.02	
323								Drywall Elements	Kenpat	J & G	Strategic	
324												
325		Subtotal - Acoustical Ceilings				14,841						
326	096000	Flooring										
327												
328								Spectra	PK Flooring	Certified	AJ Flooring	
329								46,524	42,435	63,131		
330		Tile Flooring										
331		PTF-1 - Porcelain Floor Tile	2,154	sf	12.00	25,848		x	x	x		
332		CTW-1 - Wall Tile - 8'	833	sf	12.00	9,996		x	x	x		
333		Tile Base	104	lf	12.00	1,248		x	x	x		
334		Static Dissipative Tile										
335		SDT-1	65	sf	35.00	2,275		x	x	x		
336		Electrical Ground Test	1	ls	500.00	500		500	500	500		
337		Resilient Flooring										
338		Rubber Base	720	lf	3.00	2,160		x	x	x		
339			0			0						
340			0			0						
341		Bond	42,027	\$	0.00	0	WSI Estimate	-	-	-	-	
342		Adjustment from WSI estimate to subcontractor	1	LS	4,997.00	4,997	42,027	47,024	42,935	63,631	-	
343								0	0	0	0	
344								Spectra	PK Flooring	Certified	AJ Flooring	
345												
346		Subtotal - Flooring				47,024						

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
347	099000	Painting										
348												
349								Percopo	Weston	Coastal	Subname	
350								68,187	39,750	79,200		
351		Painting	0			0						
352		Paint Gypsum Walls	10,071	sf	1.50	15,107		x	x	x		
353		Paint Gypsum Ceiling	581	sf	1.50	872		x	x	x		
354		Paint CMU Walls	5,928	sf	2.00	11,856		x	x	x		
355		Paint Hollow Metal Doors	11	ea	150.00	1,650		x	x	x		
356		Paint Hollow Metal Door Frames	28	ea	150.00	4,200		x	x	x		
357		Paint Exterior	1	ls	10,000.00	10,000		x	x	x		
358			0			0						
359		Polished Concrete										
360		SC-1	3,105	sf	8.50	26,389		x	26,389	x		
361		SC-2	208	sf	8.50	1,765		x	1,765	x		
362			0			0						
363			0			0						
364		Bond	71,837	\$	0.00	0						
365		Adjustment from WSI estimate to subcontractor	1	LS	-3,650.36	(3,650)	WSI Estimate 71,837	68,187	67,903	79,200	0.02	
366								0	0	0	0.02	
367								Percopo	Weston	Coastal	Subname	
368												
369		Subtotal - Painting				68,187						
370	102000	Toilet Partitions & Accessories										
371												
372								Mardale	Streamline	ABS	Subname	
373								3,230	2,052	4,200		
374		Toilet Accessories										
375		A1 - Wall Mirror	3	ea	375.00	1,125		x	x	x		
376		A4 - Toilet Tissue dispenser - Double Roll	3	ea	100.00	300		x	x	x		
377		A7 - 36" Grab Bar	1	ea	125.00	125		x	x	x		
378		A8 - 42" Grab Bar	1	ea	135.00	135		x	x	x		
379		A11 - Baby Changing Station	1	ea	900.00	900		x	x	x		
380		A14 - Soap Dispenser	1	ea	200.00	200		x	x	x		
381		E10 - Utility Shelf	1	ea	500.00	500		x	500	x		
382			0			0						
383			0			0						
384		Bond	3,285	\$	0.00	0						
385		Adjustment from WSI estimate to subcontractor	1	LS	-55.00	(55)	WSI Estimate 3,285	3,230	2,552	4,200	0.02	
386								0	0	0	0.02	
387								Mardale	Streamline	ABS	Subname	
388												
389		Subtotal - Toilet Partitions & Accessories				3,230						

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
390	104000	Exterior Specialties										
391												
392								Subname	Subname	Subname	Subname	
393												
394		Flag Poles										
395		25' Flag Pole - Not in Contract	1	ea	0.00	0						
396			0			0						
397			0			0						
398		Bond	0	\$	0.02	0	WSI Estimate	-	-	-	-	
399		Adjustment from WSI estimate to subcontractor	1	LS	0.00	0	0	-	-	-	-	
400								0.02	0.02	0.02	0.02	
401								Subname	Subname	Subname	Subname	
402												
403		Subtotal - Exterior Specialties				0						
404	105000	Signage										
405												
406								Environmental Graphic	Subname	Subname	Subname	
407								3,471				
408		Signage										
409		Room Signs	30	ea	150.00	4,500		x				
410			0			0						
411			0			0						
412		Bond	4,500	\$	0.00	0	WSI Estimate	-	-	-	-	
413		Adjustment from WSI estimate to subcontractor	1	LS	-1,029.00	(1,029)	4,500	3,471	-	-	-	
414								0	0.02	0.02	0.02	
415								Environmental Graphic	Subname	Subname	Subname	
416												
417		Subtotal - Signage				3,471						
418	106000	Lockers										
419												
420								Subname	Subname	Subname	Subname	
421												
422		Lockers										
423		Bunker Gear Locker - Not in Contract	12	ea	0.00	0						
424			0			0						
425			0			0						
426		Bond	0	\$	0.02	0	WSI Estimate	-	-	-	-	
427		Adjustment from WSI estimate to subcontractor	1	LS	0.00	0	0	-	-	-	-	
428								0.02	0.02	0.02	0.02	
429								Subname	Subname	Subname	Subname	
430												
431		Subtotal - Lockers				0						

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
432	107000	Fire Extinguishers										
433												
434								Mardale	Streamline	ABS	Subname	
435								2,916	3,753	3,400		
436		Fire Extinguishers										
437		Fire Extinguishers	8	ea	125.00	1,000		x	x	x		
438		Fire Extinguisher Wall Mounts										
439		Wall Mount	4	ea	45.00	180		x	x	x		
440		Fire Extinguisher Cabinets										
441		Wall Cabinets	4	ea	375.00	1,500		x	x	x		
442		Knox Boxes										
443		Knox Lock Box	1	ea	500.00	500		500	500	500		
444			0			0						
445			0			0						
446		Bond	3,180	\$	0.00	0		-	-	-	-	
447		Adjustment from WSI estimate to subcontractor	1	LS	236.00	236	WSI Estimate 3,180	3,416	4,253	3,900	-	
448								0	0	0	0.02	
449								Mardale	Streamline	ABS	Subname	
450												
451		Subtotal - Fire Extinguishers				3,416		6,646	6,805	8,100		
452	108000	Protective Covers										
453												
454								Perfection	Dittmer	Subname	Subname	
455								53,750	57,000			
456		Canopies										
457		Pre-Engineered Metal Canopy	305	sf	200.00	61,000		x	x			
458			0			0						
459			0			0						
460		Bond	61,000	\$	0.00	0	WSI Estimate	-	-	-	-	
461		Adjustment from WSI estimate to subcontractor	1	LS	-7,250.00	(7,250)	61,000	53,750	57,000	-	-	
462								0	0	0.02	0.02	
463								Perfection	Dittmer	Subname	Subname	
464												
465		Subtotal - Protective Covers				53,750						
466	210000	Fire Sprinklers										
467												
468								Titan	Southern	Subname	Subname	
469								25,500	38,300			
470		Fire Protection System	5,683	sf	5.00	28,415		x	x			
471			0			0						
472			0			0						
473		Bond	28,415	\$	0.00	0	WSI Estimate	-	-	-	-	
474		Adjustment from WSI estimate to subcontractor	1	LS	-2,915.00	(2,915)	28,415	25,500	38,300	-	-	
475								0	0	0.02	0.02	
476								Titan	Southern	Subname	Subname	
477												
478		Subtotal - Fire Sprinklers				25,500						

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
479	220000	Plumbing										
480												
481								Paramount	Heichel	Tharp	Subname	
482								173,775	220,623	350,976		
483		Plumbing - SF	5,683			0	170500					
484			0			0						
485		Piping	0			0						
486		Trench Drain	93	lf	350.00	32,550		32,550	x	x		
487		Cold Water	0			0						
488		1/2" DCW	68	lf	35.00	2,380		x	x	x		
489		3/4" DCW	85	lf	40.00	3,400		x	x	x		
490		1" DCW	127	lf	45.00	5,715		x	x	x		
491		1-1/4" DCW	43	lf	50.00	2,150		x	x	x		
492		1-1/2" DCW	55	lf	55.00	3,025		x	x	x		
493		2" DCW	27	lf	65.00	1,755		x	x	x		
494		Hot Water	0			0						
495		1/2" DHW	47	lf	35.00	1,645		x	x	x		
496		3/4" DHW	56	lf	40.00	2,240		x	x	x		
497		1" DHW	82	lf	45.00	3,690		x	x	x		
498		1-1/4" DHW	30	lf	50.00	1,500		x	x	x		
499		1-1/2" DHW	23	lf	55.00	1,265		x	x	x		
500		Sanitary	0			0						
501		1-1/4" SAN	7	lf	37.00	259		x	x	x		
502		1-1/2" SAN	18	lf	40.00	720		x	x	x		
503		2" SAN	4	lf	45.00	180		x	x	x		
504		3" SAN	96	lf	50.00	4,800		x	x	x		
505		4" SAN	188	lf	55.00	10,340		x	x	x		
506		Vent	68	lf		0						
507		1-1/2" VTR	20	lf	25.00	500		x	x	x		
508		2" VTR	40	lf	30.00	1,200		x	x	x		
509		Storm	0			0						
510		3" ST	18	lf	50.00	900		x	x	x		
511		Plumbing Fixtures	0			0						
512		WC - Water Closet	3	ea	5,000.00	15,000		x	x	x		
513		L-1 - Lavatory	2	ea	3,500.00	7,000		x	x	x		
514		L-2 - Lavatory	1	ea	3,500.00	3,500		x	x	x		
515		S-1 - Sink Double	1	ea	4,500.00	4,500		x	x	x		
516		JS-1 - Janitor Sink	1	ea	5,000.00	5,000		x	x	x		
517		WB-1 - Washer Box	1	ea	2,000.00	2,000		x	x	x		
518		EWC-1 - Electric Water Cooler	1	ea	10,000.00	10,000		x	x	x		
519		SH-1 - Shower	2	ea	6,500.00	13,000		x	x	x		
520		ESEW-1 - Emergency Shower/Eyewash	1	ea	8,000.00	8,000		x	x	x		
521		EW-1 - Electric Water Heater	1	ea	10,000.00	10,000		x	x	x		
522		Tanks	0			0						
523		Oil/Sand Interceptor - 400 Gallon	1	ea	40,000.00	40,000		x	x	x		
524			0			0						
525			0			0						
526		Bond	198,214	\$	0.02	3,964	WSI Estimate	5,158	4,412	7,020	-	
527		Adjustment from WSI estimate to subcontractor	1	LS	9,304.85	9,305	202,178	211,483	225,035	357,996	-	
528								0.025	0.02	0.02	0.02	
529								Paramount	Heichel	Tharp	Subname	
530												
531		Subtotal - Plumbing				211,483						

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
532	230000	HVAC										
533												Controls
534								Energy Air	CT mech	Cor3		ABC
535								378,000	383,440	491,300		40,790
536		HVAC - SF	5,683	sf	20.00	113,660	426,225					
537			0			0						
538		HVAC Equipment	0			0						
539		Ductless Split System - Mitsubishi PKA-A12HA - 370 CFM	2	ea	15,000.00	30,000		x	x	x		
540		Split System AHU - Trane - 600, 900 and 850 CFM	3	ea	15,000.00	45,000		x	x	x		
541		Dedicated Outside Air Split Systems - 1275 CFM	1	ea	20,000.00	20,000		x	x	x		
542		Exhaust Fans	7	ea	2,500.00	17,500		x	x	x		
543		Air-Cooled Heat Pumps	3	ea	7,500.00	22,500						
544		Kitchen Hood - 500 CFM	1	ea	8,500.00	8,500		x	x	x		
545		Louvers	7	ea	1,000.00	7,000		x		x		
546		HVAC Duct Work	0			0						
547		Supply - Externally Insulated Galvanized Steel	988	lbs	18.00	17,784		x	x	x		
548		Return - Externally Insulated Galvanized Steel	657	lbs	18.00	11,826		x	x	x		
549		Exhaust	754	lbs	18.00	13,572		x	x	x		
550		HVAC Refrigerant Piping	0			0						
551		Return	100	lf	85.00	8,500		x	x	x		
552		Supply	100	lf	85.00	8,500		x	x	x		
553		HVAC Controls	5,683	sf	7.50	42,623		x	x	x		
554		HVAC Test and Balance	5,683	sf	2.00	11,366		x	11,366	x		
555			0			0						
556		Interior HVAC Concrete Pads - 4"	35	sf	15.00	525		525	525	525		
557			0			0						
558			0			0						
559		Bond	378,856	\$	0.02	7,577	WSI Estimate	3,785	5,930	9,837		-
560		Adjustment from WSI estimate to subcontractor	1	LS	-4,122.36	(4,122)	386,433	382,310	401,261	501,662		40,790
561								0.01	0.015	0.02		0
562								Energy Air	CT mech	Cor3		ABC
563												
564		Subtotal - HVAC				382,310						

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
565	260000	Electrical										
566												
567								United	Boys	Giles	Lightning Protection	
568								698,678	695,000	938,440	NCS	
569		Electrical - SF	5,683		120.00	681,960					15,650	
570			0			0						
571		Conduit	0			0						
572		1" Underground Conduit	825	LF		0		x	x	x		
573		4" Underground Conduit	843	LF		0		x	x	x		
574		Panels	0			0						
575		ATS - Automatic Transfer Switch - 120/240V, 3 Phase, 1000 AMPS	1	EA		0		x	x	x		
576		CT Cabinet - 120/240V, 3 Phase, 1000 AMPS	1	EA		0		x	x	x		
577		FACP - Fire Alarm Control Panel	1	EA		0		x	x	x		
578		HWRP - Hot Water Return Panel	1	EA		0		x	x	x		
579		INV-1 - Lighting Inverter Panel - 120/240V, 1 Phase, 30 AMPS	1	EA		0		x	x	x		
580		LCP - Lighting Control Panel	1	EA		0		x	x	x		
581		LP-1 Panel - 120/240V, 1 Phase, 700 AMPS	1	EA		0		x	x	x		
582		MDP - Main Distribution Panel - 120/240V, 3 Phase, 1000 AMPS	1	EA		0		x	x	x		
583		MP - Main Panel - 120/240V, 3 Phase, 125 AMPS	1	EA		0		x	x	x		
584		Utility Meter - 120/240V, 3 Phase, 1000 AMPS	1	EA		0		x	x	x		
585			0			0						
586		Electrical Devices	0			0		x	x	x		
643			0			0						
644		Lighting Fixtures	0			0		x	x	x		
662			0			0						
663		Low Voltage	0			0						
664		Coduit and Back Boxes - XXXXXX	0			0		x	x	x		
665		Fire Alarm	0			0		x	x	x		
666		BDA - Bi-Directional Amplifier System	0			0		46,800	55,000	x		
667		Lightning Protection	0			0		x	x			
668			0			0						
669		Directinonal Bore	0			0		x	x	x		
670		Generator	0			0		x	x	x		
671		Temporary Lighting	0			0		x	x	x		
672			0			0						
673			0			0						
674		Bond	681,960	\$	0.02	13,639	WSI Estimate	10,437	11,250	11,261	-	
675		Adjustment from WSI estimate to subcontractor	1	LS	60,315.49	60,315	695,599	755,915	761,250	949,701	15,650	
676								0.014	0.015	0.012	-	
677								United	Boys	Giles	NCS	
678												
679		Subtotal - Electrical				755,915						

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
680	310000	Site earthwork, Utilities & Paving										
681												
682								D & W	Wayne	JCB	Harty Tractor	Father and Son
683								875,904	1,070,000	1,112,610	1,389,404	
684	310000	Earthwork										
685		General Conditions	0			0	95,000					
686		Mobilization	1	ls	30,000.00	30,000		x	x	x		
687		Layout and As-Builts	1	ls	40,000.00	40,000		x	x	x		
688		Dewatering	1	ls	25,000.00	25,000		x	x	25,000		
689		Density Test	1	ls	10,000.00	10,000		x	x	10,000		
690		Erosion Control	0			0	42,858					
691		Silt Fence	1,279	lf	2.00	2,558		x	x	x		
692		Silt Fence Maintenance	12	mo	900.00	10,800		x	x	10,800		
693		Construction Entrance	1	ea	5,500.00	5,500		x	x	x		
694		Construction Entrance Maintenance	12	mo	2,000.00	24,000		24,000	x	24,000		
695		SWPPP Permit	1	ls	2,500.00	2,500		x	x			
696		SWPPP Monitoring	4	mo	500.00	2,000		x	x			
697		Site Prep and Grading	0			0	316,959					
698		Demo Existing Fence	350	lf	10.00	3,500		x	x	x		
699		Demo Trees	150	ea	100.00	15,000		x	x	x		
700		Clear and Grub	2	acers	5,000.00	9,977		x	x	x		
701		Import Fill	7,272	cy	35.00	254,520		x	x	x		
702		Proofroll Site	2	acers	2,500.00	4,989		x	x	x		
703		Rough Machine Grade	9,658	sy	1.00	9,658		x	x	x		
704		Fine Machine Grade	9,658	sy	2.00	19,316		x	x	x		
705		Paving	0			0	255,740					
706		Heavy Duty Asphalt	0			0						
707		12" Stabilized Subgrade	1,071	sy	16.00	17,136		x	x	x		
708		8" Limerock Base	1,071	sy	35.00	37,485		x	x	x		
709		2" Asphalt Pavement	1,071	sy	40.00	42,840		x	x	x		
710		Light Duty Asphalt	0			0						
711		12" Stabilized Subgrade	775	sy	16.00	12,402		x	x	x		
712		6" Limerock Base	775	sy	25.00	19,378		x	x	x		
713		1.5" Asphalt Pavement	775	sy	22.00	17,052		x	x	x		
714		Concrete Drive	0			0						
715		12" Stabilized Subgrade	850	sy	16.00	13,607		x	x	x		
716		6" Concrete Pavement - 4,000 psi	7,654	sf	0.00	0		x	w/03	w/03		
717		Curbs	0			0						
718		Type D Curb	907	lf	20.00	18,140		x	x	x		
719		Ribbon Curb	50	lf	30.00	1,500		x	x	x		
720		Sidewalks	0			0						
721		4" Sidewalk	1,500	sf	0.00	0		x	w/03	w/03		
722		Misc. Paving	0			0						
723		Striping	1	ls	2,500.00	2,500		x	x	x		
724		Signage	1	ls	10,000.00	10,000		10,000	x	10,000		
725		Retaining Wall	0			0						
726		4' Retaining Wall	980	sf	65.00	63,700		63,700	63,700	x	63,700	
727	330000	Utilities	0			0						

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
728		Storm Drainage	0			0	97,495					
729		6" PVC	65	lf	25.00	1,625		x	x	x		
730		8" PVC	70	lf	35.00	2,450		x	x	x		
731		18" RCP	320	lf	85.00	27,200		x	x	x		
732		18" HDPE	88	lf	65.00	5,720		x	x	x		
733		18" Mitered End Section	7	ea	4,000.00	28,000		x	x	x		
734		Straight Endwall	1	ea	7,500.00	7,500		x	x	x		
735		Type C Inlet	2	ea	7,500.00	15,000		x	x	x		
736		Dewatering	1	ls	10,000.00	10,000		x	x	10,000		
737		Sanitary Sewer	0			0	92,050		-13180			
738		Lift Station - e-One, Model DH071 1 HP	1	ea	50,000.00	50,000		x	x	50,000		
739		2" Poly-Tubing Sanitary	190	lf	50.00	9,500		x	x	x		
740		4" Sanitary	50	lf	65.00	3,250		x	x	x		
741		Directional Bore	60	lf	250.00	15,000		x	x	x		
742		Cleanouts	2	ea	1,200.00	2,400		x	x	x		
743		Clean/Final Sanitary	190	lf	10.00	1,900		x	x	x		
744		Dewatering	1	ls	10,000.00	10,000		x	x	10,000		
745		Potable Water Main	0			0	111,050					
746		8" Tapping Sleeve	1	ea	16,000.00	16,000		x	x	x		
747		8" x 6" Reducer	1	ea	4,000.00	4,000		x	x	x		
748		3" Water Meter	1	ea	5,000.00	5,000		x	x	x		
749		Double Detector Check Assembly	1	ea	20,000.00	20,000		x	x	x		
750		2" Water Meter	1	ea	5,000.00	5,000		x	x	x		
751		Backflow Preventor	1	ea	15,000.00	15,000		x	x	x		
752		2" PVC Water Service Line	230	lf	20.00	4,600		x	x	x		
753		6" PVC Water Service Line	230	lf	35.00	8,050		x	x	x		
754		4" FDC Service Line	220	lf	30.00	6,600		x	x	x		
755		Fire Department Connection	2	ea	5,000.00	10,000		x	x	x		
756		Test/Final Potable Water Main	680	lf	10.00	6,800		x	x	x		
757		Dewatering	1	ls	10,000.00	10,000		10,000	x	10,000		
758		Allowances	0			0						
759		6" Rock Base Parking / Laydown Area	500	sy	12.00	6,000		6,000	6,000	6,000	6,000	
760		MOT	1	ls	10,000.00	10,000		10,000	10,000	10,000	10,000	
761		Downspout connection to Storm	1	ls	7,500.00	7,500		7,500	x	7,500	7,500	
762		TV Testing - If Required	1	ls	2,500.00	2,500		2,500	2,500	2,500	2,500	
763		GPR Locates	1	ls	2,500.00	2,500		2,500	2,500	2,500	2,500	
764		Offsite Restoration	1	ls	10,000.00	10,000		10,000	10,000	10,000	10,000	
765			0			0						
766			0			0						
767		Bond	1,064,153	\$	0.02	21,283	WSI Estimate	20,442	11,515	26,218	29,832	-
768		Adjustment from WSI estimate to subcontractor	1	LS	-42,889.22	(42,889)	1,085,436	1,042,546	1,163,035	1,337,128	1,521,436	-
769								0.02	0.01	0.02	0.02	0.02
770								D & W	Wayne	JCB	Harty Tractor	Father and Son
771												
772		Subtotal - Site earthwork, Utilities & Paving				1,042,546						

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
773	323113	Fencing										
774												
775								Subname	Subname	Subname	Subname	
776												
777		FENCING NOT IN CONTRACT	1	ls	0.00	0						
778			0			0						
779			0			0						
780			0			0						
781		Bond	0	\$	0.02	0	WSI Estimate	-	-	-	-	
782		Adjustment from WSI estimate to subcontractor		LS	0.00	0	0	-	-	-	-	
783								0.02	0.02	0.02	0.02	
784								Subname	Subname	Subname	Subname	
785												
786		Subtotal - Fencing				0						
787	329300	Landscaping & Irrigation										
788												
789								CLI	Sterlin Silver	Subname	Subname	
790								56,146	126,076			
791	329300	Landscaping	1	ls	85,000.00	85,000						
792		Sod - Allowance	50,000	sf	0.40	20,000		20,000				
793		Mulch	52	cy	55.00	2,840		2,840				
794	328400	Irrigation	0			0						
795			0			0						
796			0			0						
797		Bond	107,840	\$	0.00	0	WSI Estimate	-	2,522	-	-	
798		Adjustment from WSI estimate to subcontractor	1	LS	-28,854.30	(28,854)	107,840	78,985	128,598	-	-	
799								0	0.02	0.02	0.02	
800								CLI	Sterlin Silver	Subname	Subname	
801												
802		Subtotal - Landscaping & Irrigation				78,985						
803		TOTAL DIRECT COST				4,147,048						



City of DeBary
Contract for CM/GC Services
for Pre-Construction Phase Services for
Fire Station #39
GMP

Section 3
Alternate No. 1 Details



Wharton-Smith, Inc.
CONSTRUCTION GROUP



90-24-006

City of Debarry Fire Station 39
City of Debarry
DIRECT COST WORKSHEET

16-Apr-24

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
0	030000	cell M10 above is used for isolating individual building costs Cast in place concrete										
1												
2								Toltec	BNG	Leo's	Subname	
3								287,165	340,700			
4		Column Foundations										
5		F1.0 (4'-6" x 4'-6" x 2'-0") (4#5 EW)	1	ea	1,162.98	1,163		x	x			
6		F2.0 (4'-6" x 4'-6" x 1'-0") (4#5 EW)	2	ea	840.78	1,682		x	x			
7		Continuous Foundations	0			0						
8		2/S-301 (Cont. x 2'-0" x 1'-0") (3#5, #5@12") (Dowels #5@16")	162	lf	70.79	11,478		x	x			
9		1/S-301 (Cont. x 3'-0" x 1'-0") (4#5, #5@10") (Dowels #5@16")	254	lf	99.77	25,323		x	x			
10		Slab on Grade	0			0						
11		4" SOG (#4 @ 18" EW on 6 MIL VB)	3,067	sf	6.56	20,119		x	x			
12		10" SOG (#5 @16" EW on 6 MIL VB)	3,624	sf	12.54	45,445		x	x			
13		Miscellaneous Concrete	0			0						
14		Termite Treatment	6,691	sf	1.00	6,691		x	x			
15		Site Concrete	0			0						
16		Mechanical Court Yard SOG - 4" SOG (6x6 W2.9 x W2.9 WWF)	281	sf	7.06	1,987		x	x			
17		Emergency Generator SOG - 12" SOG (#6 12" OC EW)	398	sf	17.84	7,097		x	x			
18		Dumpster SOG - 6" SOG (6x6 W2.9 x W2.9 WWF)	203	sf	9.05	1,836		x	x			
19		Transformer SOG - 6" SOG (6x6 W2.9 x W2.9 WWF)	64	sf	9.05	582		x	x			
20		6" Concrete Pavement - 4,000 psi	8,929	sf	10.00	89,290		x	x			
21		Sidewalks	1,501	sf	5.00	7,505		x	x			
22			0			0						
23			0			0						
24		Bond	220,198	\$	0.02	4,404	WSI Estimate	8,615	6,814	-	-	
25		Adjustment from WSI estimate to subcontractor	1	LS	71,177.82	71,178	224,602	295,780	347,514	-	-	
26								0.03	0.02	0.02	0.02	
27								Toltec	BNG	Leo's	Subname	
28												
29		Subtotal - Cast in place concrete				295,780						
30	040000	Masonry										
31												
32								Toltec	BNG/Stonewall	Leo's	Subname	
33								203,860	207,199			
34		Building CMU Block	0			0						
35		8" CMU - #5 @ 16" - 14'	858	sf	30.00	25,746		x	x			
36		8" CMU - #5 @ 16" - 18'	1,799	sf	30.00	53,957		x	x			
37		12" CMU - #5 @ 16" - 20'	1,277	sf	35.00	44,702		x	x			
38		12" CMU - #5 @ 16" - 24'	2,760	sf	35.00	96,600		x	x			
39		12" CMU - #5 @ 16" - 28'	1,842	sf	35.00	64,484		x	x			
40		Building Lintels	0			0						
41		L1 - 8x8 2#4	33	lf	30.00	976		x	x			
42		L2 - 8x16 2#5	45	lf	32.00	1,439		x	x			
43		L3 - 12x8 2#4	23	lf	32.00	735		x	x			
44		L4 - 12x16 4#5	113	lf	35.00	3,970		x	x			
45		Install W-Beam Lintes	6	ea	500.00	3,000		3,000	3,000			
46		Site CMU Block	0			0						
47		8" CMU - 6' at Dumpster Enclosure and Mechancial Courtyard	902	sf	25.00	22,551		x	x			
48		Precast Concrete Cap	105	lf	20.00	2,107		x	x			
49		Misc. Masonry	0			0						
50		Install Hollow Metal Door Frames in CMU	6	ea	250.00	1,500		x	x			
51			0			0						
52			0			0						
53		Bond	321,766	\$	0.02	6,435	WSI Estimate	6,206	4,204	-	-	
54		Adjustment from WSI estimate to subcontractor	1	LS	-115,135.81	(115,136)	328,202	213,066	214,403	-	-	
55								0.03	0.02	0.02	0.02	
56								Toltec	BNG/Stonewall	Leo's	Subname	
57												
58		Subtotal - Masonry				213,066	552,804	508,846	561,917			

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
59	050000	Structural Steel										
60												
61								Fabco	ISI	Fema	Subname	
62								194,945	235,100	293,071		
63		Steel Columns	0			0						
64		F1.0 - HSS 5x5x1/4	0.16	tons	9,000.00	1,434		x	x	x		
65		F2.0 - HSS 5x5x1/4	0.32	tons	9,000.00	2,868		x	x	x		
66		Steel Beams	0			0						
67		W12x16	7.54	tons	9,000.00	67,875		x	x	x		
68		W21x44	23.05	tons	9,000.00	207,488		x	x	x		
69		Steel Lintel	0			0						
70		W8x40	2.40	tons	9,000.00	21,600		x	x	x		
71		Steel Joists	0			0						
72		2.5K2	1.29	tons	9,000.00	11,629		x	x	x		
73		Metal Deck	0			0						
74		Metal Deck - 1.5B, 22ga, 1-1/2" Deep, Galvanized	7,031	sf	5.00	35,157		x	x	x		
75		Perimeter Angle	0			0						
76		L Angle	240	lf	15.00	3,600		x	x	x		
77		Misc. Steel	0			0						
78		Dumpster Gates	2	ea	4,500.00	9,000		x	x	x		
79		Mechanical Courtyard Gates	2	ea	4,500.00	9,000		x	x	x		
80		Mechanical Courtyard Gates - Louver	4	ea	1,000.00	4,000		4,000	4,000	4,000		
81		Allowances	0			0						
82		Third Party Inspections	1	ls	5,000.00	5,000		5,000	5,000	5,000		
83			0			0						
84			0			0						
85		Bond	378,651	\$	0.02	7,573	WSI Estimate	4,079	4,882	6,041	-	-
86		Adjustment from WSI estimate to subcontractor	1	LS	-178,200.49	(178,200)	386,224	208,024	248,982	308,112	-	-
87								0.02	0.02	0.02	0.02	
88								Fabco	ISI	Fema	Subname	
89												
90		Subtotal - Structural Steel				208,024						
91	062000	Finish Carpentry										
92												
93								Cabinet Makers	Rivercraft	Subname	Subname	
94								38,622	46,831			
95		Millwork										
96		106 Kitchen										
97		PLAM Base Cabinets	12	lf	350.00	4,200		x	x			
98		PLAM Upper Cabinets	14	lf	325.00	4,550		x	x			
99		Quartz Countertop	34	sf	120.00	4,080		x	x			
100		PLAM Island Base Cabinets	6	lf	350.00	2,100		x	x			
101		Quartz Island Countertop with Waterfall Edge	43	sf	120.00	5,160		x	x			
102		Full Height Cabinet	3	ea	1,200.00	3,600		x	x			
103		115 Restroom										
104		Countertop	6	sf	120.00	720		x	x			
105		PLAM Undersink Panel	3	lf	225.00	675		x	x			
106		116 Restroom										
107		Countertop	6	sf	120.00	720		x	x			
108		PLAM Undersink Panel	3	lf	225.00	675		x	x			
109		Floating Shelf	10	lf	150.00	1,500		x				
110		Radio Report	0			0			x			
111		Countertop	30	sf	120.00	3,600		x				
112		Brackets	5	ea	100.00	500		x	x			
113		EMS	0			0			x			
114		Countertop	8	sf	120.00	900		x				
115		Brackets	1	ea	100.00	100		x	x			
116			0			0			x			
117			0			0						
118		Bond	33,080	\$	0.00	0	WSI Estimate	-	-	-	-	-
119		Adjustment from WSI estimate to subcontractor	1	LS	5,542.00	5,542	33,080	38,622	46,831	-	-	-
120								0	0	0.02	0.02	
121								Cabinet Makers	Rivercraft	Subname	Subname	
122												
123		Subtotal - Finish Carpentry				38,622						

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
124	072100	Foam Insulation										
125												
126								Southern Foam	Subname	Subname	Subname	
127								3,860				
128	072119	Foamed-In-Place Insulation										
129		Injected Masonry Foam Insulation	8,536	sf	0.50	4,268		x				
130			0			0						
131			0			0						
132		Bond	4,268	\$	0.00	0	WSI Estimate	-	-	-	-	
133		Adjustment from WSI estimate to subcontractor	1	LS	-408.18	(408)	4,268	3,860	-	-	-	
134								0	0.02	0.02	0.02	
135								Southern Foam	Subname	Subname	Subname	
136												
137		Subtotal - Foam Insulation				3,860						
138	072000	Air Barriers										
139												
140								CF Waterproofing	Subname	Subname	Subname	
141								12,000				
142	072726	Fluid Applied Membrane Air Barriers										
143		Air Barrier behind Stucco	6,435	sf	2.00	12,869		x				
144			0			0						
145			0			0						
146		Bond	12,869	\$	0.00	0	WSI Estimate	-	-	-	-	
147		Adjustment from WSI estimate to subcontractor	1	LS	-869.02	(869)	12,869	12,000	-	-	-	
148								0	0.02	0.02	0.02	
149								CF Waterproofing	Subname	Subname	Subname	
150												
151		Subtotal - Air Barriers				12,000						
152	075000	Standing Seem Metal Roofing										
153												
154								Arch. Sheet Metal	Subname	Subname	Subname	
155								302,700				
156		Roofing	7,031	sf	32.00	225,006		x				
157		R-25 Rigid Insulation	0			0		x				
158		1/2" Sheathing Roof Board	0			0		x				
159		Underlayment	0			0		x				
160		Standing Seem Metal Roof	0			0		x				
161		Soffit Panels	0			0						
162		Metal Soffit	135	sf	32.00	4,330		x				
163		Vertical Panels	0			0						
164		Standing Seem Vertical Panels	563	sf	32.00	18,021		x				
165		Miscellaneous Roofing	0			0						
166		Gutters	131	lf	25.00	3,283		x				
167		Downspouts	74	lf	25.00	1,844		x				
168		Testing	0			0						
169		Air Infiltration	1	ea	10,000.00	10,000		10,000				
170		Water Penetration	1	ea	10,000.00	10,000		10,000				
171			0			0						
172			0			0						
173		Bond	272,484	\$	0.02	5,450	WSI Estimate	6,454	-	-	-	
174		Adjustment from WSI estimate to subcontractor	1	LS	51,220.52	51,221	277,933	329,154	-	-	-	
175								0.02	0.02	0.02	0.02	
176								Arch. Sheet Metal	Subname	Subname	Subname	
177												
178		Subtotal - Standing Seem Metal Roofing				329,154						
179	079000	Joint Protection										
180												
181								CF Waterproofing	General Caulk	Subname	Subname	
182								16,000	11,575			
183	079000	Joint Sealants										
184		Exterior Doors	1	ls	2,000.00	2,000		x	x			
185		Exterior Windows	1	ls	2,000.00	2,000		x	2,000			
186		Masonry Control Joints	1	ls	2,000.00	2,000		x	x			
187		Stucco Control Joints	1	ls	2,000.00	2,000		x	2,000			
188		Sdiwalk to Building	1	ls	2,000.00	2,000		x	x			
189		Sidewalk Expansion Joinst	1	ls	2,000.00	2,000		x	x			
190		Concrete Pavement to Pavement	1	ls	2,000.00	2,000		x	x			
191		Pavement to Curbs	1	ls	2,000.00	2,000		x	2,000			
192		Vents and Louvers	1	ls	2,000.00	2,000		x	x			
193			0			0						
194			0			0						
195		Bond	18,000	\$	0.00	0	WSI Estimate	-	-	-	-	
196		Adjustment from WSI estimate to subcontractor	1	LS	-2,000.00	(2,000)	18,000	16,000	17,575	-	-	
197								0	0	0.02	0.02	
198								CF Waterproofing	General Caulk	Subname	Subname	
199												
200		Subtotal - Joint Protection				16,000						

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
201	081000	Doors, Frames & Hardware										
202												
203								AG Mauro	DH Pace	Subname	Subname	
204								80,161	91,920			
205		Door Leafs										
206		Wood Door Type N - 3070	3	ea	800.00	2,400		x	x			
207		Wood Door Type F - 3070	12	ea	800.00	9,600		x	x			
208		Wood Door Type VV - 3070	1	ea	800.00	800		x	x			
209		Wood Door Type FG - 3070	1	ea	800.00	800		x	x			
210		Hollow Metal Door Type F - 3070	7	ea	800.00	5,600		x	x			
211		Hollow Metal Door Type N - 3070	4	ea	800.00	3,200		x	x			
212		Door Frames										
213		F1 - Hollow Metal Frame - 3070	16	ea	700.00	11,200		x	x			
214		F1 - Hollow Metal Frame - 6070	1	ea	850.00	850		x	x			
215		F4 - Hollow Metal Frame - 3070 Masonry Head	8	ea	750.00	6,000		x	x			
216		F6 - Hollow Metal Frame - 6070 Masonry Head	1	ea	900.00	900		x	x			
217		Door Hardware										
218		Hardware	28	ea	1,200.00	33,600		x	x			
219		Installation										
220		Install	28	ea	350.00	9,800		9,800	x			
221			0			0						
222			0			0						
223		Bond	84,750	\$	0.00	0	WSI Estimate	-	-	-	-	
224		Adjustment from WSI estimate to subcontractor	1	LS	5,211.00	5,211	84,750	89,961	91,920	-	-	
225								0	0	0.02	0.02	
226								AG Mauro	DH Pace	Subname	Subname	
227							3026.785714					
228		Subtotal - Doors, Frames & Hardware				89,961						
229	083000	Specialty Doors										
230												
231								Florida Door	American	Overhead Door Co	Subname	
232								95,174	202,731	105,477		
233		Overhead Coiling Doors										
234		14'-0" x 14'-0" High Speed Overhead Door	6	ea	35,000.00	210,000		x	x	x		
235			0			0						
236			0			0						
237		Bond	210,000	\$	0.02	4,200	WSI Estimate	-	-	-	-	
238		Adjustment from WSI estimate to subcontractor	1	LS	-119,026.00	(119,026)	214,200	95,174	202,731	105,477	-	
239								0	0	0	0.02	
240								Florida Door	American	Overhead Door Co	Subname	
241												
242		Subtotal - Specialty Doors				95,174						
243	085000	Windows										
244												
245								Diamond	Subname	Subname	Subname	
246								46,000				
247		Exterior Storefront										
248		SF1 - 14'-0" x 10'-0" with Single Door	140	sf	180.00	25,200		x				
249		SF3 - 3'-4" x 10'-0"	33	sf	180.00	6,000		x				
250		Exterior Windows										
251		W1 - 12'-0" x 2'-8"	32	sf	180.00	5,760		x				
252		W2 - 9'-4" x 2'-8"	25	sf	180.00	4,480		x				
253		Interior Glazing	0			0						
254		Door Lite Type - N	7	ea	90.00	630		x				
255		Door Lite Type - FG	1	ea	150.00	150		x				
256			0			0						
257		Scope Questions	0			0						
258		Level-E Glazing	0			0		9,000				
259			0			0						
260			0			0						
261		Bond	42,220	\$	0.00	0	WSI Estimate	1,100	-	-	-	
262		Adjustment from WSI estimate to subcontractor	1	LS	13,880.00	13,880	42,220	56,100	-	-	-	
263								0.02	0.02	0.02	0.02	
264								Diamond	Subname	Subname	Subname	
265												
266		Subtotal - Windows				56,100						

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
267	092000	Drywall										
268												
269								Drywall Elements	Kenpat	J & G	Strategic	
270								192,610	215,150			
271		Drywall Partitions										
272		Type C - (1) 5/8" Gyp, 2-1/2" MS, 2" Rigid Insulation	2,520	sf	12.00	30,234		x	x			
273		Type F - (2) 5/8" Gyp., 3-5/8" MS	845	sf	14.00	11,825		x	x			
274		Type F 1HR - (2) 5/8" Gyp., 3-5/8" MS	180	sf	20.00	3,600		x	x			
275		Type G - (4) 5/8" Gyp, 3-5/8" MS, 3" Batt Insulation	3,341	sf	16.00	53,455		x	x			
276		Type G 1HR - (4) 5/8" Gyp, 3-5/8" MS, 3" Batt Insulation	422	sf	20.00	8,445		x	x			
277		Type H - (4) 5/8" Gyp, 6" MS, 6" Insulation	136	sf	18.00	2,448		x	x			
278		Type H 1HR - (4) 5/8" Gyp, 6" MS, 6" Insulation	647	sf	20.00	12,941		x	x			
279		Type I - (2) 5/8" Gyp, 6" MS, 6" Insulation	789	sf	18.00	14,210		x	x			
280		Type I 1HR - (2) 5/8" Gyp, 6" MS, 6" Insulation	181	sf	22.00	3,974		x	x			
281		Type J - (1) 5/8" Gyp, 3/5" MS, 3" Insulation	513	sf	16.00	8,202		x	x			
282		Drywall Ceilings										
283		5/8" Gyp Moisture Resistant @ Restroom	154	sf	12.00	1,843		x	x			
284		5/8" Gyp Ceilings	427	sf	10.00	4,274		x	x			
285		Misc. Drywall	0			0						
286		In-Wall Blocking	0			0		x	x			
287		Install Hollow Metal Frames in Drywall Partitions	0			0		x	x			
288			0			0						
289			0			0						
290		Bond	155,451	\$	0.02	3,109	WSI Estimate	3,852	3,163	-	-	
291		Adjustment from WSI estimate to subcontractor	1	LS	37,901.69	37,902	158,561	196,462	218,313	-	-	
292								0.02	0.0147	0.02	0.02	
293								Drywall Elements	Kenpat	J & G	Strategic	
294												
295		Subtotal - Drywall				196,462						
296	092100	Stucco										
297												
298								Reyes	Subname	Subname	Subname	
299								37,530				
300		Stucco										
301		Exterior Stucco on Building	6,435	sf	10.00	64,345						
302		Exterior Stucco on Dumpster and Mechanical Enclosure	902	sf	10.00	9,020						
303			0			0						
304			0			0						
305		Bond	73,366	\$	0.00	0	WSI Estimate	-	-	-	-	
306		Adjustment from WSI estimate to subcontractor	1	LS	-35,835.50	(35,836)	73,366	37,530	-	-	-	
307								0	0.02	0.02	0.02	
308								Reyes	Subname	Subname	Subname	
309												
310		Subtotal - Stucco				37,530						
311	095000	Acoustical Ceilings										
312												
313								Drywall Elements	Kenpat	J & G	Strategic	
314								14,550	15,525			
315		Suspended Acoustic Ceilings										
316		ACT1 - Acoustical Ceilings 2x2 - #1912HRC	1,867	sf	6.50	12,133		x	x			
317			0			0						
318			0			0						
319		Bond	12,133	\$	0.02	243	WSI Estimate	291	228	-	-	
320		Adjustment from WSI estimate to subcontractor	1	LS	2,465.11	2,465	12,376	14,841	15,753	-	-	
321								0.02	0.0147	0.02	0.02	
322								Drywall Elements	Kenpat	J & G	Strategic	
323												
324		Subtotal - Acoustical Ceilings				14,841						

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
402		Subtotal - Exterior Specialties				0						
403	105000	Identifying Devices										
404												
405								Environmental Graphics	Subname	Subname	Subname	
406								3,471				
407		Signage										
408		Room Signs	30	ea	150.00	4,500						
409			0			0						
410			0			0						
411		Bond	4,500	\$	0.00	0	WSI Estimate	-	-	-	-	
412		Adjustment from WSI estimate to subcontractor	1	LS	-1,029.00	(1,029)	4,500	3,471	-	-	-	
413								0	0.02	0.02	0.02	
414								Environmental Graphics	Subname	Subname	Subname	
415												
416		Subtotal - Identifying Devices				3,471						
417	106000	Lockers										
418												
419								Subname	Subname	Subname	Subname	
420												
421		Lockers										
422		Bunker Gear Locker - Not in Contract	12	ea	0.00	0						
423			0			0						
424			0			0						
425		Bond	0	\$	0.02	0	WSI Estimate	-	-	-	-	
426		Adjustment from WSI estimate to subcontractor	1	LS	0.00	0	0	-	-	-	-	
427								0.02	0.02	0.02	0.02	
428								Subname	Subname	Subname	Subname	
429												
430		Subtotal - Lockers				0						
431	107000	Fire Extinguishers										
432												
433								Mardale	Streamline	ABS	Subname	
434								2,916	3,753	3,400		
435		Fire Extinguishers										
436		Fire Extinguishers	8	ea	125.00	1,000		x	x	x		
437		Fire Extinguisher Wall Mounts										
438		Wall Mount	4	ea	45.00	180		x	x	x		
439		Fire Extinguisher Cabinets										
440		Wall Cabinets	4	ea	375.00	1,500		x	x	x		
441		Knox Boxes										
442		Knox Lock Box	1	ea	500.00	500		500	500	500		
443			0			0						
444			0			0						
445		Bond	3,180	\$	0.00	0	WSI Estimate	-	-	-	-	
446		Adjustment from WSI estimate to subcontractor	1	LS	236.00	236	3,180	3,416	4,253	3,900	-	
447								0	0	0	0.02	
448								Mardale	Streamline	ABS	Subname	
449												
450		Subtotal - Fire Extinguishers				3,416						
451	108000	Protective Covers										
452												
453								Perfection	Dittmer	Subname	Subname	
454								64,750	78,800			
455		Canopies										
456		Pre-Engineered Metal Canopy	433	sf	200.00	86,528		x	x			
457			0			0						
458			0			0						
459		Bond	86,528	\$	0.00	0	WSI Estimate	-	-	-	-	
460		Adjustment from WSI estimate to subcontractor	1	LS	-21,778.00	(21,778)	86,528	64,750	78,800	-	-	
461								0	0	0.02	0.02	
462								Perfection	Dittmer	Subname	Subname	
463												
464		Subtotal - Protective Covers				64,750						
465	210000	Fire Sprinklers										
466												
467								Titan Fire	Southern Fire	Subname	Subname	
468								27,900	41,000			
469		Fire Protection System	6,682	sf	5.00	33,410		x	x			
470			0			0						
471			0			0						
472		Bond	33,410	\$	0.00	0	WSI Estimate	-	-	-	-	
473		Adjustment from WSI estimate to subcontractor	1	LS	-5,510.00	(5,510)	33,410	27,900	41,000	-	-	
474								0	0	0.02	0.02	
475								Titan Fire	Southern Fire	Subname	Subname	
476												
477		Subtotal - Fire Sprinklers				27,900						

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
478	220000	Plumbing										
479												
480								Paramount	Heichel	Tharp	Subname	
481								183,275	241,073	382,760		
482		Plumbing - SF	6,682			0						
483		Piping	0			0						
484		Trench Drain	93	lf	350.00	32,550		32,550	x	x		
485		Cold Water	0			0						
486		1/2" DCW	68	lf	35.00	2,380		x	x	x		
487		3/4" DCW	85	lf	40.00	3,400		x	x	x		
488		1" DCW	127	lf	45.00	5,715		x	x	x		
489		1-1/4" DCW	43	lf	50.00	2,150		x	x	x		
490		1-1/2" DCW	55	lf	55.00	3,025		x	x	x		
491		2" DCW	27	lf	65.00	1,755		x	x	x		
492		Hot Water	0			0						
493		1/2" DHW	47	lf	35.00	1,645		x	x	x		
494		3/4" DHW	56	lf	40.00	2,240		x	x	x		
495		1" DHW	82	lf	45.00	3,690		x	x	x		
496		1-1/4" DHW	30	lf	50.00	1,500		x	x	x		
497		1-1/2" DHW	23	lf	55.00	1,265		x	x	x		
498		Sanitary	0			0						
499		1-1/4" SAN	7	lf	37.00	259		x	x	x		
500		1-1/2" SAN	18	lf	40.00	720		x	x	x		
501		2" SAN	4	lf	45.00	180		x	x	x		
502		3" SAN	96	lf	50.00	4,800		x	x	x		
503		4" SAN	188	lf	55.00	10,340		x	x	x		
504		Vent	68	lf		0						
505		1-1/2" VTR	20	lf	25.00	500		x	x	x		
506		2" VTR	40	lf	30.00	1,200		x	x	x		
507		Storm	0			0						
508		3" ST	18	lf	50.00	900		x	x	x		
509		Plumbing Fixtures	0			0						
510		WC - Water Closet	3	ea	5,000.00	15,000		x	x	x		
511		L-1 - Lavatory	2	ea	3,500.00	7,000		x	x	x		
512		L-2 - Lavatory	1	ea	3,500.00	3,500		x	x	x		
513		S-1 - Sink Double	1	ea	4,500.00	4,500		x	x	x		
514		JS-1 - Janitor Sink	1	ea	5,000.00	5,000		x	x	x		
515		WB-1 - Washer Box	1	ea	2,000.00	2,000		x	x	x		
516		EW-1 - Electric Water Cooler	1	ea	10,000.00	10,000		x	x	x		
517		SH-1 - Shower	2	ea	6,500.00	13,000		x	x	x		
518		ESEW-1 - Emergency Shower/Eyewash	1	ea	8,000.00	8,000		x	x	x		
519		EWH-1 - Electric Water Heater	1	ea	10,000.00	10,000		x	x	x		
520		Tanks	0			0						
521		Oil/Sand Interceptor - 400 Gallon	1	ea	40,000.00	40,000		x	x	x		
522		Alternates - ADDS	0			0						
523		Trench Drain	47	LF	350.00	16,450		16,450	x	x		
524		3/4" DCW	47	LF	40.00	1,880		x	x	x		
525		4" SAN	29	LF	55.00	1,595		x	x	x		
526			0			0						
527			0			0						
528		Bond	218,139	\$	0.02	4,363	WSI Estimate	5,807	4,821	7,655	-	
529		Adjustment from WSI estimate to subcontractor	1	LS	15,580.10	15,580	222,502	238,082	245,894	390,415	-	
530								0.025	0.02	0.02	0.02	
531								Paramount	Heichel	Tharp	Subname	
532												
533		Subtotal - Plumbing				238,082						

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
534	230000	HVAC										
535												Controls
536								Energy Air	CT mech	Cor3		ABC
537								401,400	405,640	526,540		40,790
538		HVAC - SF	6,682		20.00	133,640						
539		HVAC Equipment	0			0						
540		Ductless Split System - Mitsubishi PKA-A12HA - 370 CFM	2	ea	15,000.00	30,000		x	x	x		
541		Split System AHU - Trane - 600, 900 and 850 CFM	3	ea	15,000.00	45,000		x	x	x		
542		Dedicated Outside Air Split Systems - 1275 CFM	1	ea	20,000.00	20,000		x	x	x		
543		Exhaust Fans	9	ea	2,500.00	22,500		x	x	x		
544		Air-Cooled Heat Pumps	3	ea	7,500.00	22,500						
545		Kitchen Hood - 500 CFM	1	ea	8,500.00	8,500		x	x	x		
546		Louvers	9	ea	1,000.00	9,000		x		x		
547		HVAC Duct Work	0			0						
548		Supply	988	lbs	18.00	17,784		x	x	x		
549		Return	657	lbs	18.00	11,826		x	x	x		
550		Exhaust	754	lbs	18.00	13,572		x	x	x		
551		HVAC Refrigerant Piping	0			0						
552		Return	100	lf	85.00	8,500		x	x	x		
553		Supply	100	lf	85.00	8,500		x	x	x		
554		HVAC Controls	6,682	sf	7.50	50,115		x	x	x		x
555		HVAC Test and Balance	6,682	sf	2.00	13,364		x	13,364	x		
556			0			0						
557		Interior HVAC Concrete Pads - 4"	35	sf	15.00	525		525	525	525		
558			0			0						
559			0			0						
560		Bond	415,326	\$	0.02	8,307	WSI Estimate	4,019	6,293	10,541		816
561		Adjustment from WSI estimate to subcontractor		LS	-17,688.27	0	423,633	405,944	425,822	537,606		41,606
562								0.01	0.015	0.02		0.02
563								Energy Air	CT mech	Cor3		ABC
564												
565		Subtotal - HVAC				423,633						
566	260000	Electrical										
567												
568								United Electrical	Boys Electric	Giles	Lightning Protection	
569								716,223	715,000	964,320	NCS	16,735
570		Electrical - SF	6,682		120.00	801,840						
571		Conduit	0			0						
572		1" Underground Conduit	825	LF		0		x	x	x		
573		4" Underground Conduit	843	LF		0		x	x	x		
574		Panels	0			0						
575		ATS - Automatic Transfer Switch - 120/240V, 3 Phase, 1000 AMPS	1	EA		0		x	x	x		
576		CT Cabinet - 120/240V, 3 Phase, 1000 AMPS	1	EA		0		x	x	x		
577		FACP - Fire Alarm Control Panel	1	EA		0		x	x	x		
578		HWRP - Hot Water Return Panel	1	EA		0		x	x	x		
579		INV-1 - Lighting Inverter Panel - 120/240V, 1 Phase, 30 AMPS	1	EA		0		x	x	x		
580		LCP - Lighting Control Panel	1	EA		0		x	x	x		
581		LP-1 Panel - 120/240V, 1 Phase, 700 AMPS	1	EA		0		x	x	x		
582		MDP - Main Distribution Panel - 120/240V, 3 Phase, 1000 AMPS	1	EA		0		x	x	x		
583		MP - Main Panel - 120/240V, 3 Phase, 125 AMPS	1	EA		0		x	x	x		
584		Utility Meter - 120/240V, 3 Phase, 1000 AMPS	1	EA		0		x	x	x		
585			0			0						
586		Electrical Devices	0			0		x	x	x		
643			0			0						
644		Lighting Fixtures	0			0		x	x	x		
662			0			0						
663		Low Voltage	0			0						
664		Coduit and Back Boxes	0			0		x	x	x		
665		Fire Alarm - Full System	0			0		x	x	x		
666		BDA - Bi-Directional Amplifier System - Full System	0			0		46,800	55,000	x		
667		Lightning Protection	0			0		x	x			
668			0			0						
669		Directinonal Bore	0			0		x	x	x		
670		Generator	0			0		x	x	x		
671		Temporary Lighting	0			0		x	x	x		

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
672		Alternate ADDS	2	EA		0						
673		Control and/or Power Equip. Connection	2	EA		0						
674		Disconnect Switch	4	EA		0		x	x	x		
675		Duplex Receptacle, Flush Ceiling Outlet Box	2	EA		0		x	x	x		
676		GFI Duplex Receptable	3	EA		0		x	x	x		
677		Magnetic Motor Starter or Contactor	2	EA		0		x	x	x		
678		Motor	2	EA		0		x	x	x		
679		RH - Red Heating	2	EA		0		x	x	x		
680		Type C LED High-Bay Light Fixture, 120V, 88.1W	3	EA		0		x	x	x		
681		Type M Exterior LED Wall Pack, 120V, 38.4W	2	EA		0		x	x	x		
682		Type N2 4' LED Linear Fixture, 120V, 28.3W	12	EA		0		x	x	x		
683			0			0						
684			0			0						
685		Bond	801,840	\$	0.02	16,037	WSI Estimate	10,682	11,550	11,572	-	
686		Adjustment from WSI estimate to subcontractor	1	LS	-44,171.48	(44,171)	817,877	773,705	781,550	975,892	16,735	
687								0.01	0.02	0.01	-	
688								United Electrical	Boys Electric	Giles	NCS	
689												
690		Subtotal - Electrical				773,705						
691	310000	Site earthwork, Utilities & Paving										
692								Sent Email				
693								D & W	Wayne	JCB	Harty Tractor	Father and Son
694								890,874	1,078,911	1,112,610	1,389,404	
695	310000	Earthwork										
696			0			0						
697		General Conditions	0			0	100,000					
698		Mobilization	1	ls	25,000.00	25,000		x	x	x		
699		Layout and As-Builts	1	ls	40,000.00	40,000		x	x	x		
700		Density Test	1	ls	10,000.00	10,000		x	x	10,000		
701		Dewatering	1	ls	25,000.00	25,000		x	x	25,000		
702		Erosion Control	0			0	42,858					
703		Silt Fence	1,279	lf	2.00	2,558		x	x	x		
704		Silt Fence Maintenance	12	mo	900.00	10,800		x	x	10,800		
705		Construction Entrance	1	ea	5,500.00	5,500		x	x	x		
706		Construction Entrance Maintenance	12	mo	2,000.00	24,000		24,000	x	24,000		
707		SWPPP Permit	1	ls	2,500.00	2,500		x	x			
708		SWPPP Monitoring	4	mo	500.00	2,000		x	x			
709		Site Prep and Grading	0			0	244,239					
710		Demo Existing Fence	350	lf	10.00	3,500		x	x	x		
711		Demo Trees	150	ea	100.00	15,000		x	x	x		
712		Clear and Grub	2	acers	5,000.00	9,977		x	x	x		
713		Import Fill	6,060	cy	30.00	181,800		x	x	x		
714		Proofroll Site	2	acers	2,500.00	4,989		x	x	x		
715		Rough Machine Grade	9,658	sy	1.00	9,658		x	x	x		
716		Fine Machine Grade	9,658	sy	2.00	19,316		x	x	x		
717		Paving	0			0	265,757					
718		Heavy Duty Asphalt	0			0						
719		12" Stabilized Subgrade	1,071	sy	16.00	17,136		x	x	x		
720		8" Limerock Base	1,071	sy	35.00	37,485		x	x	x		
721		2" Asphalt Pavement	1,071	sy	40.00	42,840		x	x	x		
722		Light Duty Asphalt	0			0						
723		12" Stabilized Subgrade	775	sy	16.00	12,402		x	x	x		
724		6" Limerock Base	775	sy	25.00	19,378		x	x	x		
725		1.5" Asphalt Pavement	775	sy	22.00	17,052		x	x	x		
726		Concrete Drive	0			0						
727		12" Stabilized Subgrade	992	sy	16.00	15,874		x	x	x		
728		Curbs	0			0						
729		Type D Curb	907	lf	20.00	18,140		x	x	x		
730		Ribbon Curb	50	lf	20.00	1,000		x	x	x		
731		Sidewalks	0			0						
732		4" Sidewalk	1,500	sf	5.50	8,250		w/03	w/03	w/03		
733		Misc. Paving	0			0						
734		Striping	1	ls	2,500.00	2,500		x	x	x		
735		Signage	1	ls	10,000.00	10,000		10,000	x	10,000		
736		Retaining Wall	0			0						
737		4' Retaining Wall	980	sf	65.00	63,700		63,700	63,700	63,700	63,700	
738	330000	Utilities	0			0						
739		Storm Drainage	0			0	85,920					
740		18" RCP	320	lf	85.00	27,200		x	x	x		
741		18" HDPE	88	lf	65.00	5,720		x	x	x		
742		18" Mitered End Section	7	ea	4,000.00	28,000		x	x	x		
743		Type C Inlet	2	ea	7,500.00	15,000		x	x	x		
744		Dewatering	1	ls	10,000.00	10,000		x	x	10,000		

LINE	Specification	DESCRIPTION	QTY	UNIT	Unit Price	TOTALS	COMMENTS	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5
		0										
745		Sanitary Sewer	0			0	92,050		-13180			
746		Lift Station - e-One, Model DH071 1 HP	1	ea	50,000.00	50,000		x	x	x		
747		2" Poly-Tubing Sanitary	190	lf	50.00	9,500		x	x	x		
748		4" Sanitary	50	lf	65.00	3,250		x	x	x		
749		Directional Bore	60	lf	250.00	15,000		x	x	x		
750		Cleanouts	2	ea	1,200.00	2,400		x	x	x		
751		Clean/Final Sanitary	190	lf	10.00	1,900		1,900	x	x		
752		Dewatering	1	ls	10,000.00	10,000		x	x	10,000		
753		Potable Water Main	0			0	111,050					
754		8" Tapping Sleeve	1	ea	16,000.00	16,000		x	x	x		
755		8" x 6" Reducer	1	ea	4,000.00	4,000		x	x	x		
756		3" Water Meter	1	ea	5,000.00	5,000		x	x	x		
757		Double Detector Check Assembly	1	ea	20,000.00	20,000		x	x	x		
758		2" Water Meter	1	ea	5,000.00	5,000		x	x	x		
759		Backflow Preventor	1	ea	15,000.00	15,000		x	x	x		
760		2" PVC Water Service Line	230	lf	20.00	4,600		x	x	x		
761		6" PVC Water Service Line	230	lf	35.00	8,050		x	x	x		
762		4" FDC Service Line	220	lf	30.00	6,600		x	x	x		
763		Fire Department Connection	2	ea	5,000.00	10,000		x	x	x		
764		Test/Final Potable Water Main	680	lf	10.00	6,800		x	x	x		
765		Dewatering	1	ls	10,000.00	10,000		10,000	x	10,000		
766		Allowances	0			0						
767		6" Rock Base Parking / Laydown Area	500	sy	12.00	6,000		6,000	6,000	6,000	6,000	
768		MOT	1	ls	10,000.00	10,000		10,000	10,000	10,000	10,000	
769		Downspout connection to Storm	1	ls	7,500.00	7,500		7,500	x	7,500	7,500	
770		TV Testing - If Required	1	ls	2,500.00	2,500		2,500	2,500	2,500	2,500	
771		GPR Locates	1	ls	10,000.00	10,000		10,000	10,000	10,000	10,000	
772			0			0						
773			0			0						
774		Bond	982,374	\$	0.02	19,647	WSI Estimate	20,729	23,159	26,442	29,782	-
775		Adjustment from WSI estimate to subcontractor	1	LS	55,182.08	55,182	1,002,022	1,057,204	1,181,090	1,348,552	1,518,886	-
776								0.02	0.02	0.02	0.02	0.02
777								D & W	Wayne	JCB	Harty Tractor	Father and Son
778												
779		Subtotal - Site earthwork, Utilities & Paving				1,057,204						
780	323113	Fencing										
781												
782								Subname	Subname	Subname	Subname	
783												
784		FENCING NOT IN CONTRACT	1	ls	0.00	0						
785			0			0						
786			0			0						
787			0			0						
788		Bond	0	\$	0.02	0	WSI Estimate	-	-	-	-	-
789		Adjustment from WSI estimate to subcontractor	1	LS	0.00	0	0	-	-	-	-	-
790								0.02	0.02	0.02	0.02	
791								Subname	Subname	Subname	Subname	
792												
793		Subtotal - Fencing				0						
794	329300	Landscaping & Irrigation										
795												
796								CLI	Sterlin Silver	Subname	Subname	
797								56,146	126,076			
798	329300	Landscaping	1	ls	85,000.00	85,000						
799		Sod - Allowance	50,000	sf	0.40	20,000		20,000				
800		Mulch	52	cy	55.00	2,840		2,840				
801	328400	Irrigation	0			0						
802			0			0						
803			0			0						
804		Bond	107,840	\$	0.02	2,157	WSI Estimate	-	-	-	-	-
805		Adjustment from WSI estimate to subcontractor	1	LS	-31,011.09	(31,011)	109,996	78,985	126,076	-	-	-
806								0	0	0.02	0.02	
807								CLI	Sterlin Silver	Subname	Subname	
808												
809		Subtotal - Landscaping & Irrigation				78,985						
810		TOTAL DIRECT COST				4,410,386						



City of DeBary
Contract for CM/GC Services
for Pre-Construction Phase Services for
Fire Station #39
GMP

Section 4
Value Engineering



Wharton-Smith, Inc.
CONSTRUCTION GROUP

Value Engineering	2-Bay	3-Bay
2-Bay - Alternate Standing Seem Metal Roof Manufacturer	-64,770	
3-Bay - Alternate Standing Seem Metal Roof Manufacturer		-79,866
Level-D Glazing in lieu of Level-E	-9,000	-9,000
Sealed Concrete in lieu of Polished Concrete		
Alternate Light Fixture Package	-22,275	-22,275
Non-Epoxy Grout in lieu of Epoxy Grout	-4,500	-4,500
Sealed Concrete in lieu of Polished Concrete	-16,700	-16,700
Remove Roof Testing (Required by Specifications)	-20,000	-20,000
Remove Vertical Wall Panels	-9,700	-9,700
	-146,945	-162,041

Voluntary Add Alternates			
Design Contingency	3.00%	128,979	136,879



City of DeBary
Contract for CM/GC Services
for Pre-Construction Phase Services for
Fire Station #39
GMP

Section 5
Assumptions and Clarifications



Wharton-Smith, Inc.
CONSTRUCTION GROUP

City of Debarry Fire Station No. 39

Assumptions & Clarifications

01 – General

1. The estimate is based on drawings produced by Neel-Schaffer dated 10/14/2022 with red line mark-ups provided by Richard Villasenor.
2. The estimate does not include the cost of permit fees. These are assumed to be by Owner.
3. The estimate does not include the cost of Architect or Engineer design fees. These are assumed to be by Owner.
4. The estimate is based on a 12-month long schedule with receiving Notice-to-Proceed May 28, 2024. Failing to receive Notice-to-Proceed by this date can cause unanticipated material escalations.
5. The estimate does not include material escalation costs.

03 – Concrete

6. Detail 7/S301 does not show the dimensions of the trench drain required in the apparatus bays. These dimensions have been assumed until further clarification.

04 – Masonry

7. Lintel L5 is included as precast per detail 8/S302.

05 – Steel

8. Structural steel is included per plans and specs.

06 – Millwork

9. Millwork is included per plans and specs.

07 – Waterproofing

10. Fluid applied air barriers are included per plans and specs.
11. Joint protection is included per plans and specs.

07 – Roofing

12. Roofing is included per plans and specs.

08 – Doors, Frames and Hardware

13. Door number 127A is listed in the door schedule as door type “VV”. Door type “VV” is not listed as one of the door types. This door has been included as door type “F”.

08 – Overhead Doors

14. The Basis of Design Model 3208 Heavy Duty Door by Clopay is not Florida Product Approved. The estimate included Model 3728 by Clopay.

City of Debary Fire Station No. 39

Assumptions & Clarifications

08 – Glass and Glazing

15. There is conflicting information within the drawings regarding whether Level-D or Level-E glazing is required. The estimate includes Level-E glazing.

09 – Drywall

16. Drywall is included per plans and specs.

09 – Stucco

17. Stucco is included per plans and specs.

09 – Acoustical Ceilings

18. Acoustical ceilings are included per plans and specs.

09 – Flooring

19. PTW-2 is listed as a wall finish in the Finish Schedule for rooms: 103, 115 and 116. PTW-2 is not included on the Interior Finish Legend. PTW-2 is not included in the Estimate.

20. Waterproofing for tiles is only included at the shower floor and walls.

21. SC-2 is listed as a floor finish in the Finish Schedule for rooms: 107 and 109. SC-2 is not included on the Interior Finish Legend. SC-2 is included as SC-1.

09 – Painting

22. Painting is included per plans and specs.

10 – Specialties

23. Shower curtains are not shown in the drawings. Shower curtains are not included in the Estimate.

24. Model numbers have not been provided for the toilet accessories listed on Restroom Keynotes. The estimate includes toilet accessories by ASI.

25. Corner guards are listed in the specifications, but corner guards are not shown on the drawings. The estimate does not include any corner guards.

26. Flag Poles are not included in the Estimate per the Red-Line Mark-ups included within the drawings.

27. Lockers are not included in the Estimate per the Red-Line Mark-ups included within the drawings.

10 – Canopies

28. Overhead canopies are included per plans and specs.

21 – Fire Protection

City of Debary Fire Station No. 39

Assumptions & Clarifications

29. The Estimate includes upright fire sprinklers on exposed piping in areas with no finished ceilings.

30. The Estimate includes pendent fire sprinklers on concealed piping in areas with finished ceilings.

22 – Plumbing

31. No specification or detail was provided for the trench drains within the apparatus bays. An allowance has been included for the trench drains.

23 – HVAC

32. The Estimate does not include cleaning of new ductwork.

26 – Electrical

33. The Estimate does not include any Low Voltage systems other than Fire Alarm.

34. The Estimate includes Building Distributed Antenna System. An evaluation test plan for BDA has also been included.

35. Arc fault breakers are not included as they are not called for.

36. Ground fault breakers are not available for panel LP1 due to its ampacity, the estimate includes wall box mounted GFCI's for the circuits noted as requiring GFCI protection.

37. Utility primary conduits and cabling are not included.

31 – Sitework

38. The removal of unforeseen unsuitable materials is not included in the Estimate.

39. The removal or relocation of existing overhead power lines is not included in the Estimate.

40. Any offsite restoration that is required is included as an allowance as this work is shown as red-line mark-ups and no other information is provided.

32 – Fencing

41. The Estimate does not include Fencing per Red-Line Mark-ups included within the drawings.

32 – Landscaping

42. Landscaping is included per plans and specs.



City of DeBary
Contract for CM/GC Services
for Pre-Construction Phase Services for
Fire Station #39
GMP

Section 6
Preliminary Project Schedule



Wharton-Smith, Inc.
CONSTRUCTION GROUP



City Of DeBary - Fire Station #39 Preliminary Construction Schedule

Project ID: 24-031-B/L
Data Date: 12-Apr-24

Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	2024												2025											
						Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
City of DeBary FS 39-Precon																													
PRECONSTRUCTION ACTIVITES																													
A1010	Advertise For Bids	0	0	11-Mar-24 A		◆ Advertise For Bids																							
A1020	Subcontractor Bidding	10	0	11-Mar-24 A	03-Apr-24 A	■ Subcontractor Bidding																							
A1060	Bid Date	1	0	03-Apr-24 A	03-Apr-24 A	Bid Date																							
A1070	Prepare GMP Packages	10	0	03-Apr-24 A	12-Apr-24 A	■ Prepare GMP Packages																							
A1080	Submit GMP	3	3	12-Apr-24	16-Apr-24	■ Submit GMP																							
A1090	GMP Council Review & Approval	30	30	17-Apr-24	28-May-24	■ GMP Council Review & Approval																							
A1110	Notice to Proceed	0	0		28-May-24	◆ Notice to Proceed																							
A1100	Subcontractor Award	5	5	29-May-24	04-Jun-24	■ Subcontractor Award																							
A1160	Review and Issue Permit	30	30	29-May-24	09-Jul-24	■ Review and Issue Permit																							
A1120	Submittal Review - Long Lead Items	5	5	05-Jun-24	11-Jun-24	■ Submittal Review - Long Lead Items																							
A1130	Submittal Review	10	10	05-Jun-24	18-Jun-24	■ Submittal Review																							
A1140	Material Procurement - Long Lead Items	200	200	12-Jun-24	18-Mar-25	■ Material Procurement - Long Lead Items																							
A1150	Material Procurement	30	30	19-Jun-24	30-Jul-24	■ Material Procurement																							
CONSTRUCTION ACTIVITIES																													
SITWORK ACTIVITES																													
SW 1000	Moblization	0	0	31-Jul-24		◆ Moblization																							
SW 1010	SWPPP Protection & Tree Protection	3	3	31-Jul-24	02-Aug-24	■ SWPPP Protection & Tree Protection																							
SW 1020	Temporary Fencing	2	2	31-Jul-24	01-Aug-24	■ Temporary Fencing																							
SW 1030	Clearing & Grubbing	10	10	05-Aug-24	16-Aug-24	■ Clearing & Grubbing																							
SW 1090	Excavate Retention Pond	4	4	19-Aug-24	22-Aug-24	■ Excavate Retention Pond																							
SW 1380	Retaining Wall	10	10	23-Aug-24	05-Sep-24	■ Retaining Wall																							
SW 1050	Fill & Rough Grade Site	10	10	06-Sep-24	19-Sep-24	■ Fill & Rough Grade Site																							
SW 1040	Stormwater Piping	7	7	20-Sep-24	30-Sep-24	■ Stormwater Piping																							
SW 1110	Underground Electrical Primary Conduit	3	3	20-Sep-24	24-Sep-24	■ Underground Electrical Primary Conduit																							
SW 1120	Compact Sub Grade	3	3	20-Sep-24	24-Sep-24	■ Compact Sub Grade																							
SW 1060	Building Pad Construction	3	3	25-Sep-24	27-Sep-24	■ Building Pad Construction																							
SW 1250	Pull Primary Electrical Cable	2	2	25-Sep-24	26-Sep-24	■ Pull Primary Electrical Cable																							
SW 1270	Set Transformer	2	2	27-Sep-24	30-Sep-24	■ Set Transformer																							
SW 1160	Underground Refrigerant Piping	2	2	30-Sep-24	01-Oct-24	■ Underground Refrigerant Piping																							
SW 1070	Underground Sanitary Rough-In	7	7	14-Oct-24	22-Oct-24	■ Underground Sanitary Rough-In																							
SW 1080	Underground Domestic Water & Fire Servi	5	5	14-Oct-24	18-Oct-24	■ Underground Domestic Water & Fire Service Rough-In																							
SW 1350	Water Meter Set & Backflow	2	2	21-Oct-24	22-Oct-24	■ Water Meter Set & Backflow																							
SW 1360	FDC Connections	2	2	23-Oct-24	24-Oct-24	■ FDC Connections																							
SW 1370	Sanitary Lift Station	5	5	23-Oct-24	29-Oct-24	■ Sanitary Lift Station																							
SW 1220	Dumpster & Mechanical Yard Pads	4	4	11-Nov-24	14-Nov-24	■ Dumpster & Mechanical Yard Pads																							

■ Actual Work ■ Critical Remaining Work
■ Remaining Work ◆ Milestone

Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	2024												2025														
						Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
SW 1390	Generator Slab	4	4	11-Nov-24	14-Nov-24																										Generator Slab	
SW 1300	Set Generator & Test	5	5	15-Nov-24	21-Nov-24																										Set Generator & Test	
SW 1400	Dumpster and Mechanical Yard Masonry	3	3	02-Dec-24	04-Dec-24																										Dumpster and Mechanical Yard Masonry	
SW 1230	Dumpster Gates	2	2	05-Dec-24	06-Dec-24																										Dumpster Gates	
SW 1150	Light Duty Asphalt Pavement	2	2	11-Feb-25	12-Feb-25																										Light Duty Asphalt Pavement	
SW 1310	Heavy Duty Asphalt Pavement	3	3	11-Feb-25	13-Feb-25																										Heavy Duty Asphalt Pavement	
SW 1260	Pavement Base	7	7	14-Feb-25	24-Feb-25																										Pavement Base	
SW 1140	Concrete Pavement	5	5	25-Feb-25	03-Mar-25																										Concrete Pavement	
SW 1340	Fire Main and Hydrant	5	5	25-Feb-25	03-Mar-25																										Fire Main and Hydrant	
SW 1130	Final Grade Site & Retention Pond	5	5	04-Mar-25	10-Mar-25																										Final Grade Site & Retention Pond	
SW 1170	Site Lighting	4	4	04-Mar-25	07-Mar-25																										Site Lighting	
SW 1200	Pavement Curbing	3	3	04-Mar-25	06-Mar-25																										Pavement Curbing	
SW 1280	Flag Pole & Foundation	3	3	04-Mar-25	06-Mar-25																										Flag Pole & Foundation	
SW 1290	Vehicle Signage & Asphalt Striping	2	2	04-Mar-25	05-Mar-25																										Vehicle Signage & Asphalt Striping	
SW 1180	Bollards - Site	2	2	07-Mar-25	10-Mar-25																										Bollards - Site	
SW 1190	Irrigation Main & Branches	5	5	07-Mar-25	13-Mar-25																										Irrigation Main & Branches	
SW 1210	Sidewalks & Courtyard	4	4	07-Mar-25	12-Mar-25																										Sidewalks & Courtyard	
SW 1320	Fencing	3	3	14-Mar-25	18-Mar-25																										Fencing	
SW 1240	Landscaping & Sod	7	7	19-Mar-25	27-Mar-25																										Landscaping & Sod	
BUILDING ENVELOPE																																
BE1000	Building Foundations	5	5	30-Sep-24	04-Oct-24																										Building Foundations	
BE1030	Masonry Stemwall	5	5	07-Oct-24	11-Oct-24																										Masonry Stemwall	
BE1020	Structural Steel Columns	4	4	14-Oct-24	17-Oct-24																										Structural Steel Columns	
BE1060	Underground Electrical - Slab	10	10	14-Oct-24	25-Oct-24																										Underground Electrical - Slab	
BE1070	Underground Plumbing - Slab	10	10	14-Oct-24	25-Oct-24																										Underground Plumbing - Slab	
BE1080	Underground Fire Protection - Slab	5	5	14-Oct-24	18-Oct-24																										Underground Fire Protection - Slab	
BE1010	Form, Reinforce, & Pour Slab on Grade	10	10	28-Oct-24	08-Nov-24																										Form, Reinforce, & Pour Slab on Grade	
BE1040	Masonry Walls	15	15	11-Nov-24	29-Nov-24																										Masonry Walls	
BE1050	Structural Joists	10	10	02-Dec-24	13-Dec-24																										Structural Joists	
BE1180	Hollow Metal Doors and Hardware	2	2	02-Dec-24	03-Dec-24																										Hollow Metal Doors and Hardware	
BE1190	Exterior Louvers	2	2	02-Dec-24	03-Dec-24																										Exterior Louvers	
BE1260	Expansion Joints	2	2	02-Dec-24	03-Dec-24																										Expansion Joints	
BE1290	Injected Masonry Foam Insulation	3	3	02-Dec-24	04-Dec-24																										Injected Masonry Foam Insulation	
BE1270	Oil Sand Separator	3	3	04-Dec-24	06-Dec-24																										Oil Sand Separator	
BE1090	Structural Roof Decking	5	5	16-Dec-24	20-Dec-24																										Structural Roof Decking	
BE1100	Roof Blocking	2	2	23-Dec-24	24-Dec-24																										Roof Blocking	
BE1280	Rigid Roofing Insulation	5	5	23-Dec-24	27-Dec-24																										Rigid Roofing Insulation	
BE1110	Standing Seam Metal Roof	15	15	30-Dec-24	17-Jan-25																										Standing Seam Metal Roof	
BE1140	Exterior Stucco Finish	7	7	20-Jan-25	28-Jan-25																										Exterior Stucco Finish	
BE1150	Storefront Windows	3	3	20-Jan-25	22-Jan-25																										Storefront Windows	
BE1160	Storefront Doors and Frames	3	3	20-Jan-25	22-Jan-25																										Storefront Doors and Frames	
BE1230	Exterior Metal Wall Panels	5	5	20-Jan-25	24-Jan-25																										Exterior Metal Wall Panels	

█ Actual Work █ Critical Remaining Work
█ Remaining Work ◆ Milestone

Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	2024												2025												
						Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
BE1300	Metal Soffits	3	3	20-Jan-25	22-Jan-25												█ Metal Soffits													
BE1170	Storefront Impact Glass	2	2	23-Jan-25	24-Jan-25												█ Storefront Impact Glass													
BE1120	Aluminum Canopies	3	3	29-Jan-25	31-Jan-25												█ Aluminum Canopies													
BE1210	Exterior Painting	5	5	29-Jan-25	04-Feb-25												█ Exterior Painting													
BE1250	Roll Up Doors	3	3	29-Jan-25	31-Jan-25												█ Roll Up Doors													
BE1200	Building Dry-In	1	1	03-Feb-25	03-Feb-25												Building Dry-In													
BE1130	Gutters & Downspouts	3	3	05-Feb-25	07-Feb-25												█ Gutters & Downspouts													
BE1240	Knox Box	1	1	05-Feb-25	05-Feb-25												Knox Box													
BE1220	Exterior Complete	1	1	10-Feb-25	10-Feb-25												Exterior Complete													
BUILDING INTERIOR																														
BI1500	Fire Riser	2	2	11-Nov-24	12-Nov-24												█ Fire Riser													
BI1430	Heat Pumps & Condensing Units	3	3	15-Nov-24	19-Nov-24												█ Heat Pumps & Condensing Units													
BI1010	Above Ceiling Mechanical	10	10	04-Feb-25	17-Feb-25												█ Above Ceiling Mechanical													
BI1390	Exhaust Fans	4	4	04-Feb-25	07-Feb-25												█ Exhaust Fans													
BI1410	NO2 & CO Fume Sensors	3	3	04-Feb-25	06-Feb-25												█ NO2 & CO Fume Sensors													
BI1420	Infrared Heaters	3	3	04-Feb-25	06-Feb-25												█ Infrared Heaters													
BI1020	Above Ceiling Fire Protection	10	10	18-Feb-25	03-Mar-25												█ Above Ceiling Fire Protection													
BI1000	Above Ceiling Electrical	10	10	04-Mar-25	17-Mar-25												█ Above Ceiling Electrical													
BI1030	Wall Framing	10	10	18-Mar-25	31-Mar-25												█ Wall Framing													
BI1550	Electrical Panels, ATS, & Inverter	10	10	19-Mar-25	01-Apr-25												█ Electrical Panels, ATS, & Inverter													
BI1040	In Wall Plumbing Rough In	10	10	01-Apr-25	14-Apr-25												█ In Wall Plumbing Rough In													
BI1050	In Wall Electrical Rough In	10	10	01-Apr-25	14-Apr-25												█ In Wall Electrical Rough In													
BI1110	Hollow Metal Door Frames	2	2	01-Apr-25	02-Apr-25												█ Hollow Metal Door Frames													
BI1160	Ceiling - Framing	3	3	01-Apr-25	03-Apr-25												█ Ceiling - Framing													
BI1210	Building Controls - Rough In	3	3	01-Apr-25	03-Apr-25												█ Building Controls - Rough In													
BI1240	Wood Blocking	2	2	01-Apr-25	02-Apr-25												█ Wood Blocking													
BI1250	Access Controls - Rough In	3	3	01-Apr-25	03-Apr-25												█ Access Controls - Rough In													
BI1440	LV & FA - Above Ceiling	3	3	01-Apr-25	03-Apr-25												█ LV & FA - Above Ceiling													
BI1170	Ceiling - Drywall	3	3	04-Apr-25	08-Apr-25												█ Ceiling - Drywall													
BI1180	Ceiling - Finishing	3	3	04-Apr-25	08-Apr-25												█ Ceiling - Finishing													
BI1450	LV & FA - Wire Pull	2	2	04-Apr-25	07-Apr-25												█ LV & FA - Wire Pull													
BI1060	Wall Insulation	2	2	15-Apr-25	16-Apr-25												█ Wall Insulation													
BI1490	Lighting Protection	5	5	15-Apr-25	21-Apr-25												█ Lighting Protection													
BI1560	Secondary Wire Pull	3	3	15-Apr-25	17-Apr-25												█ Secondary Wire Pull													
BI1080	Drywall - Hang	7	7	17-Apr-25	25-Apr-25												█ Drywall - Hang													
BI1090	Drywall - Finish	5	5	28-Apr-25	02-May-25												█ Drywall - Finish													
BI1070	Fire Rated Plywood	1	1	05-May-25	05-May-25												Fire Rated Plywood													
BI1130	Prime and First Coat	5	5	05-May-25	09-May-25												█ Prime and First Coat													
BI1140	Ceiling - AC Grid	3	3	12-May-25	14-May-25												█ Ceiling - AC Grid													
BI1190	Kitchen Hood	3	3	12-May-25	14-May-25												█ Kitchen Hood													
BI1220	Building Controls - Trim Out	2	2	12-May-25	13-May-25												Building Controls - Trim Out													
BI1260	Access Controls - Trim Out	2	2	12-May-25	13-May-25												Access Controls - Trim Out													

█ Actual Work █ Critical Remaining Work
█ Remaining Work ◆ Milestone

Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	2024												2025																			
						Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec										
BI1280	Fire Extinguishers & Toilet Accessories	3	3	12-May-25	14-May-25														█ Fire Extinguishers & Toilet Accessories																		
BI1310	Tile Flooring	4	4	12-May-25	15-May-25														█ Tile Flooring																		
BI1380	Air Handlers	5	5	12-May-25	16-May-25														█ Air Handlers																		
BI1400	Mini-Split Units	2	2	12-May-25	13-May-25														█ Mini-Split Units																		
BI1460	LV & FA - Trim Out	2	2	12-May-25	13-May-25														█ LV & FA - Trim Out																		
BI1540	Pre-Power Inspection	1	1	14-May-25	14-May-25														Pre-Power Inspection																		
BI1150	Ceiling - AC Tile	2	2	15-May-25	16-May-25														█ Ceiling - AC Tile																		
BI1200	Kitchen Hood - Fire Suppression	2	2	15-May-25	16-May-25														█ Kitchen Hood - Fire Suppression																		
BI1470	Light Fixtures	3	3	15-May-25	19-May-25														█ Light Fixtures																		
BI1570	Mechanical Trim Out	5	5	15-May-25	21-May-25														█ Mechanical Trim Out																		
BI1120	Doors and Hardware	2	2	19-May-25	20-May-25														█ Doors and Hardware																		
BI1300	Sealed Concrete Floors	7	7	19-May-25	27-May-25														█ Sealed Concrete Floors																		
BI1320	Floor Base	3	3	28-May-25	30-May-25														█ Floor Base																		
BI1330	Wall Tile	2	2	28-May-25	29-May-25														█ Wall Tile																		
BI1340	Millwork	2	2	30-May-25	02-Jun-25														█ Millwork																		
BI1270	Plumbing Trim Out	7	7	02-Jun-25	10-Jun-25														█ Plumbing Trim Out																		
BI1350	Solid Surface Tops	2	2	03-Jun-25	04-Jun-25														█ Solid Surface Tops																		
BI1480	Appliances	2	2	03-Jun-25	04-Jun-25														█ Appliances																		
BI1360	Kitchen Equipment	2	2	05-Jun-25	06-Jun-25														█ Kitchen Equipment																		
BI1510	BDA System	5	5	09-Jun-25	13-Jun-25														█ BDA System																		
BI1520	Test & Balancing	5	5	09-Jun-25	13-Jun-25														█ Test & Balancing																		
BI1230	Final Paint	7	7	09-Jun-25	17-Jun-25														█ Final Paint																		
BI1530	Mechanical Commissioning	5	5	16-Jun-25	20-Jun-25														█ Mechanical Commissioning																		
BI1290	Interior Signage	1	1	18-Jun-25	18-Jun-25														Interior Signage																		
FINAL INSPECTIONS & SUBSTANTIAL COMPLETION																																					
FI&SC10	Final Electrical Inspection	3	3	20-May-25	22-May-25														█ Final Electrical Inspection																		
FI&SC80	Final Plumbing Inspection	3	3	11-Jun-25	13-Jun-25														█ Final Plumbing Inspection																		
FI&SC20	Final Mechanical Inspection	3	3	16-Jun-25	18-Jun-25														█ Final Mechanical Inspection																		
FI&SC30	Final Fire Alarm Inspection	3	3	19-Jun-25	23-Jun-25														█ Final Fire Alarm Inspection																		
FI&SC40	Final Life Safety Inspection	3	3	19-Jun-25	23-Jun-25														█ Final Life Safety Inspection																		
FI&SC50	Final Building - Inspection	2	2	24-Jun-25	25-Jun-25														█ Final Building - Inspection																		
FI&SC60	Punch List - Owner / Arch / Engineer	14	14	26-Jun-25	15-Jul-25														█ Punch List - Owner / Arch / Engineer																		
FI&SC70	Substantial Completion	1	1	16-Jul-25	16-Jul-25														Substantial Completion																		
PROJECT CLOSEOUT ACTIVITIES																																					
PCA10	Training, Final Recon CO, Final Pay Applic	10	10	17-Jul-25	30-Jul-25														█ Training, Final Recon CO, Final Pay Applic																		
PCA20	ODP Reconciliation	3	3	17-Jul-25	21-Jul-25														█ ODP Reconciliation																		
PCA30	Final Completion	0	0		30-Jul-25														◆ Final Completion																		

█ Actual Work █ Critical Remaining Work
█ Remaining Work ◆ Milestone



City of DeBary
Contract for CM/GC Services
for Pre-Construction Phase Services for
Fire Station #39
GMP

Section 7
Document List



Wharton-Smith, Inc.
CONSTRUCTION GROUP

Deliverable: GMP
 Owner: City of Debarry
 Project: Debarry Fire Station No. 39

Doc Type: Drawings
 Architect: Neel-Schaffer
 Titled: City of Debarry Fire Station No. 39
 Dated: 09/01/22
 Phase: Bid Set

Sheet No.	Sheet Title	Issue Date
	Cover Sheet	Sept 2022
G-1	SITE LOCATION, LEGEND SHEET INDEX & ABBREVIATION	Sept 2022
G-2	GENERAL NOTES	Sept 2022
G-3	Topographic Survey	Sept 2022
G-4	Topographic Survey	Sept 2022
G-5	Topographic Survey	Sept 2022
C-1	EXISTING SITE CONDITIONS	Sept 2022
C-2	DEMOLITION & EROSION CONTROL PLAN	Sept 2022
C-3	PROPOSED SITE PLAN	Sept 2022
C-4.0	DRAINAGE AND GRADING PLAN	Sept 2022
C-4.1	CROSS SECTIONS	Sept 2022
C-5.0	WATER AND WASTEWATER PLAN	Sept 2022
C-5.1	WATER AND WASTEWATER PLAN	Sept 2022
C-6	SIGNING AND STRIPING PLAN	Sept 2022
CD-1	DETAILS	Sept 2022
CD-2	DETAILS	Sept 2022
CD-3	DETAILS	Sept 2022
CD-4	DETAILS	Sept 2022
CD-5	DETAILS	Sept 2022
CD-6	DETAILS	Sept 2022
CD-7	DETAILS	Sept 2022
G-101	FLOOR PLAN -LIFE SAFETY	Sept 2022
G-101 ALT	FLOOR PLAN -LIFE SAFETY -ADD ALTERNATE	Sept 2022
G-102	UL ASSEMBLIES	Sept 2022
A-100	ARCHITECTURAL SITE PLAN (FOR REFERENCE ONLY)	Sept 2022
A-100 ALT	ARCHITECTURAL SITE PLAN (FOR REFERENCE ONLY) -ADD ALTERNATE	Sept 2022
A-101	FLOOR PLAN -ANNOTATION	Sept 2022
A-101 ALT	FLOOR PLAN -ANNOTATION -ADD ALTERNATE	Sept 2022
A-102	FLOOR PLAN -DIMENSION	Sept 2022
A-102 ALT	FLOOR PLAN -DIMENSION -ADD ALTERNATE	Sept 2022
A-103	REFLECTED CEILING PLAN	Sept 2022
A-103 ALT	REFLECTED CEILING PLAN -ADD ALTERNATE	Sept 2022
A-104	ROOF PLAN	Sept 2022
A-104 ALT	ROOF PLAN -ADD ALTERNATE	Sept 2022
A-105	SITE DETAILS	Sept 2022
A-201	EXTERIOR ELEVATIONS	Sept 2022
A-201 ALT	EXTERIOR ELEVATIONS -ADD ALTERNATE	Sept 2022
A-301	BUILDING SECTIONS	Sept 2022
A-301 ALT	BUILDING SECTIONS -ADD ALTERNATE	Sept 2022
A-302	WALL SECTIONS	Sept 2022
A-303	ROOF DETAILS	Sept 2022
A-401	ENLARGED FLOOR PLANS AND DETAILS	Sept 2022

Deliverable: GMP
 Owner: City of Debarry
 Project: Debarry Fire Station No. 39

A-601	DOOR & WINDOW SCHEDULES	Sept 2022
A-701	CEILING DETAILS	Sept 2022
A-702	MISC DETAILS	Sept 2022
A-703	SIGNAGE DETAILS	Sept 2022
ID-101	FLOOR FINISH PLAN AND SCHEDULE	Sept 2022
ID-101 ALT	FLOOR FINISH PLAN AND SCHEDULE -ALTERNATE	Sept 2022
ID-110	EQUIPMENT AND FURNITURE PLAN & SCHEDULE	Sept 2022
ID-200	RESTROOM ELEVATIONS	Sept 2022
ID-201	INTERIOR ELEVATIONS AND MILLWORK SECTIONS	Sept 2022
ID-202	MILLWORK DETAILS	Sept 2022
S-001	STRUCTURAL NOTES	Sept 2022
S-002	TYPICAL DETAILS	Sept 2022
S-003	TYPICAL DETAILS	Sept 2022
S-101 ALT	FOUNDATION PLAN	Sept 2022
S-101	FOUNDATION PLAN	Sept 2022
S-102 ALT	ROOF FRAMING PLAN	Sept 2022
S-102	ROOF FRAMING PLAN	Sept 2022
S-103	MECHANICAL AND DUMPSTER FOUNDATION PLAN	Sept 2022
S-104 ALT	ELEVATIONS	Sept 2022
S-104	ELEVATIONS	Sept 2022
S-301	SECTIONS	Sept 2022
S-302	SECTIONS	Sept 2022
M-001	LEGEND AND NOTES -MECHANICAL	Sept 2022
M-101	FLOOR PLAN -MECHANICAL	Sept 2022
M-301	ENLARGED PLANS -MECHANICAL	Sept 2022
M-501	DETAILS -MECHANICAL	Sept 2022
M-502	DETAILS -MECHANICAL	Sept 2022
M-503	DETAILS -MECHANICAL	Sept 2022
M-601	SCHEDULES -MECHANICAL	Sept 2022
M-602	SCHEDULES -MECHANICAL	Sept 2022
M-701	CONTROLS AND SEQUENCES -MECHANICAL	Sept 2022
M-702	CONTROLS AND SEQUENCES -MECHANICAL	Sept 2022
E-001	SYMBOL LEGEND -ELECTRICAL	Sept 2022
E-002	LIGHT FIXTURE SCHEDULE & GENERAL NOTES -ELECTRICAL	Sept 2022
E-100	SITE PLAN -ELECTRICAL	Sept 2022
E-101	FLOOR PLAN -POWER	Sept 2022
E-201	FLOOR PLAN -LIGHTING	Sept 2022
E-301	ENLARGED PLANS -ELECTRICAL	Sept 2022
E-302	ENLARGED PLANS -ELECTRICAL	Sept 2022
E-401	RISER DIAGRAMS -ELECTRICAL	Sept 2022
E-501	DETAILS -ELECTRICAL	Sept 2022
E-502	DETAILS -ELECTRICAL	Sept 2022
E-601	SCHEDULES -ELECTRICAL	Sept 2022
E-602	ADD ALTERNATE SCHEDULES -ELECTRICAL	Sept 2022
FP-001	LEGEND AND NOTES -FIRE PROTECTION	Sept 2022
FP-101	FLOOR PLAN -FIRE PROTECTION	Sept 2022
P-001	LEGEND AND NOTES -PLUMBING	Sept 2022
P-101	FLOOR PLAN -PLUMBING	Sept 2022

Deliverable: GMP
 Owner: City of Debarry
 Project: Debarry Fire Station No. 39

P-301	ENLARGED PLAN -PLUMBING	Sept 2022
P-401	RISER DIAGRAMS -PLUMBING	Sept 2022
T-100	TREE MITIGATION PLAN	Sept 2022
T-101	TREE MITIGATION CALCULATIONS	Sept 2022
L-100	LANDSCAPE PLAN	Sept 2022
L-500	LANDSCAPE DETAILS	Sept 2022
I-100	IRRIGATION PLAN	Sept 2022
I-500	IRRIGATION DETAILS	Sept 2022

Doc Type: Specifications
 Architect: Neel-Schaffer
 Titled: City of Debarry Fire Station No. 39
 Dated: Sept 2022

Sheet No.	Sheet Title	Issue Date
10100	Summary of Work	Oct 2022
10250	Schedule of Values	Oct 2022
10270	Application for Payments	Oct 2022
10300	Special Project Procedures	Oct 2022
10400	Project Coordination	Oct 2022
10450	Cutting & Patching	Oct 2022
10500	Field Engineering	Oct 2022
10650	Permits and Fees	Oct 2022
10700	Abbreviations and Symbols	Oct 2022
11500	Measurement and Method of Payment	Oct 2022
11530	Change Order Procedures	Oct 2022
12000	Project Meetings	Oct 2022
12300	Alternates	Oct 2022
13000	Submittals	Oct 2022
13250	Construction Schedule	Oct 2022
13400	Shop Drawings, Project Data and Samples	Oct 2022
13800	Audio-Visual Documentation	Oct 2022
14100	Testing and Laboratory Services	Oct 2022
14240	Reference Standards	Oct 2022
15100	Temporary Utilities	Oct 2022
15650	Environmental Protection Procedures	Oct 2022
15680	Temporary Erosion and Sedimentation Control	Oct 2022
15800	Project Identification and Signs	Oct 2022
15900	Construction Facilities and Temporary Controls	Oct 2022
16000	Material and Equipment	Oct 2022
16300	Substitutions	Oct 2022
17000	Contract Closeout	Oct 2022
17100	Cleaning	Oct 2022
17200	Project Record Documents	Oct 2022
17300	Operation and Maintenance Data	Oct 2022
17400	Warranties and Bonds	Oct 2022
17550	Equipment Startup and Facilities Testing	Oct 2022
17950	Spare Parts and Maintenance Materials	Oct 2022

Deliverable: GMP
 Owner: City of Debarry
 Project: Debarry Fire Station No. 39

22000	Site Preparation	Oct 2022
22100	Subsurface Investigation	Oct 2022
22150	Finish Grading	Oct 2022
23150	Excavation and Backfill	Oct 2022
25370	Pressure Utility Sewage Piping	Oct 2022
24800	Sodding, Seeding and Mulching	Oct 2022
25110	Site Water Utility Distribution Piping	Oct 2022
25120	Valves and Appurtenances	Oct 2022
25160	Exposed Piping Installation	Oct 2022
25700	Stabilized Subgrade	Oct 2022
25710	Limerock Base	Oct 2022
25720	Soil Cement Base	Oct 2022
25760	Concrete Sidewalks and Driveways	Oct 2022
26350	Storm Utility Drainage Piping	Oct 2022
27200	Crushed Stone and Gravel	Oct 2022
27410	Bituminous Paving	Oct 2022
28950	Pavement Markings	Oct 2022
30580	Underslab Vapor Retarder	Oct 2022
33000	Cast-in-Place Concrete	Oct 2022
33543	Polished Concrete Floor Finish	Oct 2022
35414	Cement Based Underlayment	Oct 2022
42200	Concrete Unit Masonry	Oct 2022
51200	Structural Steel Framing	Oct 2022
52100	Steel Joist Framing	Oct 2022
53100	Steel Decking	Oct 2022
54000	Cold-Formed Metal Framing	Oct 2022
55000	Metal Fabrications	Oct 2022
60500	Common Work Results for Wood, Plastics, and Composites	Oct 2022
61000	Rough Carpentry	Oct 2022
71300	Sheet Waterproofing	Oct 2022
71416	Cold Fluid-Applied Waterproofing	Oct 2022
72100	Thermal and Acoustical Insulation	Oct 2022
72119	Foamed-In-Place Insulation	Oct 2022
72200	Roof and Deck Insulation	Oct 2022
72726	Fluid Applied Membrane Air Barriers (Per 092900)	Oct 2022
74113	Metal Roof Panels	Oct 2022
76000	Flashing and Sheet Metal	Oct 2022
78400	Firestopping Systems	Oct 2022
79000	Joint Protection	Oct 2022
81100	Metal Doors and Frames	Oct 2022
81166	Aluminum Screen Doors	Oct 2022
81416	Flush Wood Doors	Oct 2022
83100	Access Doors and Panels	Oct 2022
83363	Fast Access Overhead Sectional Doors	Oct 2022
84113	Aluminum Entrances and Storefronts	Oct 2022
87100	Door Hardware	Oct 2022
88000	Glazing	Oct 2022
89100	Louvers	Oct 2022

Deliverable: GMP
 Owner: City of Debarry
 Project: Debarry Fire Station No. 39

92216	Non-Structural Metal Framing	Oct 2022
92423	Portland Cement Stucco	Oct 2022
92900	Gypsum Board	Oct 2022
93000	Tiling	Oct 2022
95100	Acoustical Ceilings	Oct 2022
95423	Linear Metal Ceilings	Oct 2022
96519	Resilient Tile Flooring	Oct 2022
98415	Fixed Sound-Absorptive Panels	Oct 2022
99000	Painting	Oct 2022
101100	Visual Display Boards	Oct 2022
101403	Interior Signage	Oct 2022
102600	Wall and Door Protection	Oct 2022
102813	Toilet Accessories	Oct 2022
104400	Fire Protection Specialties	Oct 2022
105114	Bulk Storage Lockers	Oct 2022
105613	Metal Storage Shelving	Oct 2022
107113	Exterior Sun Control Devices	Oct 2022
107516	Ground-Set Flagpoles	Oct 2022
113100	Residential Appliances	Oct 2022
113180	Package Sewage Lift Station (Low Pressure)	Oct 2022
122000	Window Treatments	Oct 2022
123216	Manufactured Plastic-Laminated-Clad Casework	Oct 2022
123663	Quartz Surfacing Countertops	Oct 2022
129900	Building Accessories	Oct 2022
210517	Sleeves and Sleeve Seals for Fire-Suppression Piping	Oct 2022
210518	Escutcheons for Fire-Suppression Piping	Oct 2022
211313	Wet-Pipe Sprinkler Systems	Oct 2022
220517	Sleeves and Sleeve Seals for Plumbing Piping	Oct 2022
220518	Escutcheons for Plumbing Piping	Oct 2022
220519	Meters and Gages for Plumbing Piping	Oct 2022
220523	General-Duty Valves for Plumbing Piping	Oct 2022
220529	Hangers and Supports for Plumbing Piping and Equipment	Oct 2022
220553	Identification for Plumbing Piping and Equipment	Oct 2022
22 070	0 Plumbing Piping Insulation	Oct 2022
221116	Domestic Water Piping	Oct 2022
221119	Domestic Water Piping Specialties	Oct 2022
221316	Sanitary Waste and Vent Piping	Oct 2022
221319	Sanitary Waste Piping Specialties	Oct 2022
224000	Plumbing Fixtures	Oct 2022
224700	Water Coolers	Oct 2022
230500	General Mechanical Provisions	Oct 2022
230513	Common Motor Requirements for HVAC Equipment	Oct 2022
230517	Sleeves and Sleeve Seals for HVAC Piping	Oct 2022
230518	Escutcheons for HVAC Piping	Oct 2022
230529	Hangers and Supports for HVAC Piping and Equipment	Oct 2022
230548	Vibration and Seismic Controls for HVAC Piping and Equipment	Oct 2022
230553	Identification for HVAC Piping and Equipment	Oct 2022
230593	Testing, Adjusting and Balancing For HVAC	Oct 2022

Deliverable: GMP
 Owner: City of Debarry
 Project: Debarry Fire Station No. 39

230713	Duct Insulation	Oct 2022
230719	HVAC Piping Insulation	Oct 2022
230900	Instrumentation and Control For HVAC	Oct 2022
232113	Hydronic Piping	Oct 2022
232300	Refrigerant Piping	Oct 2022
233113	Metal Ducts	Oct 2022
233300	Air Duct Accessories	Oct 2022
233423	HVAC Power Ventilators	Oct 2022
233713	Diffusers, Registers, And Grilles	Oct 2022
238126	Split-System Air-Conditioners	Oct 2022
238300	Radiant Heaters – Electric Infrared	Oct 2022
260500	Basic Electrical Requirements	Oct 2022
260519	Low-Voltage Electrical Power Conductors and Cables	Oct 2022
260526	Grounding and Bonding for Electrical Systems	Oct 2022
260529	Hangers and Supports for Electrical Systems	Oct 2022
260533	Raceways and Boxes for Electrical Systems	Oct 2022
260544	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	Oct 2022
260553	Identification for Electrical Systems	Oct 2022
260923	Lighting Control Devices	Oct 2022
262416	Panelboards	Oct 2022
262726	Wiring Devices	Oct 2022
262816	Enclosed Switches and Circuit Breakers	Oct 2022
263213	Engine Generators	Oct 2022
263600	Transfer Switches	Oct 2022
264113	Lightning Protection for Structures	Oct 2022
264313	Transient-Voltage Suppression for Low-Voltage Electrical Power Circuits	Oct 2022
265119	LED Interior Lighting	Oct 2022
270528	Pathways for Communications Systems	Oct 2022
270544	Sleeves and Sleeve Seals for Communications Pathways and Cabling	Oct 2022
271100	Communications Equipment Room Fittings	Oct 2022
271500	Communication Horizontal Cabling	Oct 2022
280511	Conductors and Cables for Electronic Fire-Alarm Safety	Oct 2022
283111	Digital Addressable Fire-Alarm System	Oct 2022
285000	Emergency Radio Communication Enhancement System (BDA System)	Oct 2022
313116	Chemical Soil Treatment	Oct 2022
APPENDICES		Oct 2022
APPENDIX A	Geotechnical Engineering Report Prepared by ECS Florida, LLC Dated December 22, 2021	Oct 2022

CITY OF ORANGE CITY
DEBARY FIRE SERVICES
FY 2024/25 PROJECTION COMPARISON - PERSONAL SERVICES
AS OF APRIL 25, 2024

NO STAFFING CHANGES - ANNUALIZED

CURRENT FTE ALLOCATION			
	Station 33	Station 39	Total
Fire Lieutenant	3.00	-	3.00
Firefighter	8.00	-	8.00
Fire Safety Inspector	1.00	-	1.00
Total FTE	12.00	-	12.00

PAYROLL PROJECTION			
	Station 33	Station 39	Total
1200 - Regular Salaries & Wages	857,774	-	857,774
1400 - Overtime	191,759	-	191,759
1500 - Special Pay	9,413	-	9,413
1600 - Holiday Pay	30,352	-	30,352
2100 - FICA Taxes	83,331	-	83,331
2200 - Retirement Contributions	357,181	-	357,181
2300 - Health Insurance	137,335	-	137,335
2301 - Dental Insurance	5,233	-	5,233
2302 - Life Insurance & AD&D	2,140	-	2,140
2303 - Disability Insurance	3,732	-	3,732
2304 - Additional Reg Life Insurance	3,589	-	3,589
2400 - Workers Compensation	92,849	-	92,849
Total Projected Budget	1,774,688	-	1,774,688

Assumes no new positions; a FRS rate increase to 32.79% (per HB151); a 9% premium increase for health insurance; no premium increase for dental insurance; a 10% premium increase for life and AD&D insurances; and a 15% increase in workers compensation. Premiums will be trued-up based on actual renewals later in the budget process. Budget, as presented in this draft, does not include pay adjustments, which are contingent on union negotiations as approved by the Orange City Council.

STAFFING CHANGES FOR STATION 39 - ANNUALIZED

FUTURE FTE ALLOCATION			
	Station 33	Station 39	Total
Deputy Fire Chief	0.50	0.50	1.00
Fire Lieutenant	3.00	3.00	6.00
Firefighter	6.00	6.00	12.00
Fire Safety Inspector	0.50	0.50	1.00
Training Captain	0.25	0.25	0.50
Total FTE	10.25	10.25	20.50

PAYROLL PROJECTION			
	Station 33	Station 39	Total
1200 - Regular Salaries & Wages	651,338	651,338	1,302,677
1400 - Overtime	95,880	95,880	191,759
1500 - Special Pay	4,707	4,707	9,413
1600 - Holiday Pay	20,604	20,604	41,208
2100 - FICA Taxes	59,098	59,098	118,196
2200 - Retirement Contributions	253,313	253,313	506,626
2300 - Health Insurance	113,565	113,565	227,129
2301 - Dental Insurance	4,329	4,329	8,659
2302 - Life Insurance & AD&D	1,640	1,640	3,279
2303 - Disability Insurance	3,507	3,507	7,013
2304 - Additional Reg Life Insurance	1,795	1,795	3,589
2400 - Workers Compensation	55,905	55,905	111,810
Total Projected Budget	1,265,678	1,265,678	2,531,356

Includes same assumptions for benefits as indicated on the previous page. All positions are split 50/50 between stations as it is assumed that personnel will move between locations to provide coverage as needed. **Net cost increase for 8.50 new positions, as indicated on the previous page, is \$756,668.**

CITY OF DEBARY	
BID RESULTS	BID OPENING
DeBary - Fire Station No. 39	Bid No. 01-23
	3/31/2023
	11:00 AM
Company	TOTAL BID AMOUNT
ABBA CONSTRUCTION CO	
A.G. PIFER CONSTRUCTION	
BOULEVARD CONTRACTORS	\$ 5,616,100.00
COASTAL CONSTRUCTION	
FLORIDA INDUSTRIAL ELECTRIC	
GSB CONSTRUCTION CO	
OHLA BUILDING	\$ 6,256,537.98
S.A. CASEY CONSTRUCTION	\$ 5,646,598.00
WHARTON SMITH, INC.	

**BID NO. 07 BID FORM
FIRE STATION NO. ADDENDUM NO. 2**

PAY ITEM NO.	DESCRIPTION	QTY.	UNIT	WRITTEN UNIT PRICE	NUMERIC UNIT PRICE	TOTAL
1.0 - GENERAL CONSTRUCTION OPERATIONS						
1.1	MOBILIZATION, DEMOBILIZATION, BONDS & PERMITS	1	LS	Fifteen thousand Six Hundred Dollars and zero cents	\$15,600.00	\$15,600.00
1.2	MAINTENANCE OF TRAFFIC	1	LS	Thirty Thousand Dollars and zero cents	\$30,000.00	\$30,000.00
2.0 - EARTHWORK AND SITE PREPARATION						
2.1	CLEARING & GRUBBING	2.1	AC	Twenty six thousand eight hundred and forty dollars and zero cents	\$26,840.00	\$56,364.00
2.2	PREPARE, IMPLEMENT & MAINTAIN SWPPP	1	LS	One thousand seven hundred and thirty dollars and zero cents	\$1,730.00	\$1,730.00
2.3	FINAL GRADING	6990	CY	One dollar and seventy seven cents	\$1.77	\$12,372.30
2.4	POND EXCAVATION	1698	CY	Fifty dollars and zero cents	\$50.00	\$84,900.00
2.5	SOD	1810	SY	Eight dollars and ninety six cents	\$8.96	\$16,217.60
2.6	SEEDING	1932	SY	One dollar and twenty six cents	\$1.26	\$2,434.32
2.7	SEGMENTAL RETAINING WALL	1250	SF	Thirty Five Dollars and zero cents	\$35.00	\$43,750.00
3.0 - PAVEMENT						
3.1	12-INCH COMPACT AND PREPARE HEAVY-DUTY SUBBASE	1,660	SY	Ten dollars and sixty six cents	\$10.66	\$17,695.60
3.2	8-INCH HEAVY-DUTY LIMEROCK BASE	1,660	SY	Twenty nine dollars and zero cents	\$29.00	\$48,140.00
3.3	12-INCH COMPACT AND PREPARE LIGHT-DUTY SUBBASE	830	SY	Ten dollars and sixty six cents	\$10.66	\$8,847.80
3.4	6-INCH LIGHT-DUTY LIMEROCK BASE	830	SY	Twenty One Dollars and forty four cents	\$21.44	\$17,795.20
3.5	2-INCH HEAVY-DUTY ASPHALT PAVEMENT	174	TN	One hundred fifty nine dollars and thirty cents	\$159.30	\$27,718.20
3.6	1.5-INCH LIGHT-DUTY ASPHALT PAVEMENT	67	TN	One Hundred Sixty eight dollars and fifty six cents	\$168.56	\$11,293.52
3.7	12-INCH COMPACT AND PREPARE SUBBASE	1,120	SY	Ten dollars and sixty six cents	\$10.66	\$11,936.83
3.8	6-INCH CONCRETE RIGID PAVEMENT	1,051	SY	Ninety two dollars and thirty two cents	\$92.32	\$96,987.29
3.9	D CURB	957	LF	Eighteen dollars and fifteen cents	\$18.15	\$17,369.55
3.10	RIBBON CURB	43	LF	Twenty two dollars and zero cents	\$22.00	\$946.00
3.11	4-INCH SIDEWALK	167	SY	Seven dollars and fifteen cents	\$7.15	\$1,191.67
3.12	4-INCH CONCRETE PAD WITH REBAR	24	SY	Two hundred ninety four dollars and ninety three cents	\$294.93	\$7,209.40
3.13	6-INCH CONCRETE PAD WITH REBAR	30	SY	Two hundred ninety four dollars and ninety three cents	\$294.93	\$8,749.59
3.14	12-INCH CONCRETE PAD WITH REBAR	44	SY	Two hundred ninety four dollars and ninety three cents	\$294.93	\$13,108.00

**BID NO. 07 BID FORM
FIRE STATION NO. ADDENDUM NO. 2**

PAY ITEM NO.	DESCRIPTION	QTY.	UNIT	WRITTEN UNIT PRICE	NUMERIC UNIT PRICE	TOTAL
3.15	WHEEL STOP	10	EA	Two hundred fifty two dollars and zero cents	\$252.00	\$2,520.00
3.16	ADA RAMP	1	EA	Eight hundred twenty five dollars and zero cents	\$825.00	\$825.00
3.17	BOLLARD	21	EA	Seven hundred forty three dollars and zero cents	\$743.00	\$15,603.00
3.18	FLAGPOLE	1	EA	Four thousand five hundred twenty five dollars and zero cents	\$4,525.00	\$4,525.00
4.0 - SIGNING AND PAVEMENT MARKINGS						
4.1	STOP/STREET SIGN	9	EA	One hundred fifty nine dollars and thirty five cents	\$159.35	\$1,434.15
4.2	BEACON SIGN AND POST	2	EA	One hundred sixty seven dollars and twenty three cents	\$167.23	\$334.46
4.3	BEACON/AC POWERED	2	EA	Five hundred forty three dollars and twenty five cents	\$543.25	\$1,086.50
4.4	PAVEMENT MARKINGS	1	LS	Fourteen thousand three hundred twenty nine and ninety eight cents	14,329.98	\$14,329.98
5.0 - STORMWATER						
5.1	18-INCH HDPE PIPE	80	LF	Fifty seven dollars and eighty seven cents	57.87	\$4,629.60
5.2	18-INCH RCP PIPE	484	LF	Seventy nine dollars and forty cents	79.4	\$38,429.60
5.3	18-INCH PIPE MITERED END SECTION (MES)	8	EA	One thousand six hundred twenty three dollars and fifty cents	1,623.50	\$12,988.00
5.4	6-INCH PVC ROOF DRAIN	230	LF	Three hundred twenty six dollars and fifty nine cents	326.59	\$75,115.70
5.5	6-INCH ROOF DRAIN CLEANOUT	4	EA	Four hundred sixty six dollars and seventy five cents	466.75	\$1,867.00
5.6	8-INCH PVC ROOF DRAIN	70	LF	Four hundred twenty six dollars and fifty nine cents	426.59	\$29,861.30
5.7	TYPE C INLET	3	EA	Five thousand six hundred forty four dollars and fifty cents	5,644.50	\$16,933.50
5.8	MANHOLE	2	EA	Six thousand two hundred seventeen dollars and sixty cents	6,217.60	\$12,435.20
5.9	LITORAL PLANTINGS	1	LS	Three thousand eight hundred dollars and thirty cents	3,800.30	\$3,800.30
5.10	FLOATING POND FOUNTAIN	1	EA	Twenty five thousand two hundred thirty two dollars and zero cents	25,232.00	\$25,232.00
6.0 - WATER MAIN						
6.1	2-INCH PVC WATER SERVICE LINE	225	LF	Eighteen dollars and twenty one cents	18.21	\$4,097.25
6.2	2-INCH X 8-INCH TEE	1	EA	Six hundred eighty four dollars and ninety cents	684.9	\$684.90
6.3	2-INCH 45-DEGREE BEND	6	EA	Two hundred fifty dollars and fifty three cents	250.53	\$1,503.18
6.4	8-INCH PVC WATER SERVICE LINE	158	LF	Fifty two dollars and twenty eight cents	52.28	\$8,260.24
6.5	12-INCH X 12-INCH X 8-INCH TEE	1	EA	Eight hundred forty two dollars and twenty five cents	842.25	\$842.25

BID NO. 01
FIRE STATION NO.
ADDENDUM NO. 2

PAY ITEM NO.	DESCRIPTION	QTY.	UNIT	WRITTEN UNIT PRICE	NUMERIC UNIT PRICE	TOTAL
6.6	12-INCH PLUG	1	EA	Four hundred eighty six dollars and zero cents	486	\$486.00
6.7	8-INCH 45-DEGREE BEND	4	EA	Seven hundred sixty eight dollars and fifty cents	768.5	\$3,074.00
6.8	FIRE HYDRANT	2	EA	seven thousand seven hundred twenty two dollars and fifty eight cents	7,722.58	\$15,445.16
6.9	DOUBLE DETECTOR BACK FLOW PREVENTER	2	EA	Seven thousand three hundred sixty three dollars and twelve cents	7,363.12	\$14,726.24
6.10	METER	2	EA	Thirty five thousand two hundred sixty five dollars and zero cents	35,265	\$70,530.00
6.11	6-INCH PVC WATER SERVICE LINE	95	LF	Thirty eight dollars and thirty seven cents	38.37	\$3,645.15
6.12	6-INCH 45-DEGREE BEND	4	EA	Four hundred ninety four dollars and ninety five cents	494.95	\$1,979.80
6.13	8-INCH X 6-INCH REDUCER	1	EA	Seven hundred forty six dollars and fifty cents	746.5	\$746.50
6.14	4-INCH PVC FDC SERVICE LINE	220	LF	Twenty seven dollars and seventy three cents	27.73	\$6,100.60
6.15	4-INCH 90-DEGREE BEND	2	EA	Five hundred dollars and sixteen cents	500.16	\$1,000.32
6.16	4-INCH 45-DEGREE BEND	2	EA	Four hundred ninety five dollars and seventy six cents	495.76	\$991.52
6.17	FIRE DEPARTMENT CONNECTION ASSEMBLY	1	EA	Six thousand five hundred eighty five dollars and zero cents	6,585	\$6,585.00
7.0 - SANITARY SEWER						
7.1	GRINDER PUMP	1	LS	Fifteen thousand three hundred thirty seven dollars and zero cents	15,337	\$15,337.00
7.2	4-INCH CLEANOUT	2	EA	Five hundred sixty five dollars and zero cents	565	\$1,130.00
7.3	4-INCH PVC GRAVITY LINE	80	LF	Nineteen dollars and forty three cents	19.43	\$1,554.40
7.4	4-INCH WYE	1	EA	Three hundred fifty five dollars and sixty four cents	355.64	\$355.64
7.5	OIL/WATER SEPARATOR	1	EA	Nine thousand and five dollars and zero cents	9,005	\$9,005.00
7.6	1-1/4-INCH DR18 PVC FORCE MAIN	1,150	LF	Seventeen dollars and ninety seven cents	17.97	\$20,665.50
7.7	1-1/4-INCH 45-DEGREE BEND	3	EA	Three hundred twenty nine dollars and ten cents	329.1	\$987.30
7.8	1-1/4-INCH 11.5-DEGREE BEND	3	EA	Three hundred thirty five dollars and zero cents	335	\$1,005.00
7.9	1-1/4-INCH 90-DEGREE BEND	1	EA	Three hundred seventeen dollars and zero cents	317	\$317.00
7.10	1-1/4-INCH GATE VALVE	1	EA	Five hundred eighty two dollars and ninety cents	582.9	\$582.90
7.11	1-1/4-INCH AIR RELEASE VALVE	1	EA	Five thousand nine hundred thirty six dollars and seventy five cents	5,936.75	\$5,936.75

BID NO. 01
FIRE STATION NO.
ADDENDUM NO. 2

PAY ITEM NO.	DESCRIPTION	QTY.	UNIT	WRITTEN UNIT PRICE	NUMERIC UNIT PRICE	TOTAL
8.0 - BUILDING						
8.1	BUILDING COMPLETE AND IN PLACE	5400	SF	Eight hundred three dollars and seventy-seven cents	803.77	\$4,340,358.00
8.2	GENERATOR	1	EA	One hundred twenty five thousand dollars and zero cents	124,984	\$124,984.15
9.0 - LANDSCAPE AND IRRIGATION						
9.1	LANDSCAPING	1	LS	Sixty four thousand seven hundred fifty three dollars and sixteen cents	64,753.16	\$64,753.16
9.2	IRRIGATION	1	LS	Seventeen thousand eight hundred ninety seven dollars and fifty cents	17,897.50	\$17,897.50
PAY ITEM NO.	DESCRIPTION	QTY.	UNIT	WRITTEN UNIT PRICE	NUMERIC UNIT PRICE	TOTAL
9.3	6-FT VINYL FENCE	263	LF	Ninety nine dollars and fourteen cents	99.14	\$26,073.82
10.0 - ELECTRICAL SITE						
10.1	1" CONDUIT	921	LF	Five dollars and ninety two cents	5.92	\$5,452.32
10.2	11"X18"X12" FLUSH GRADE PULLBOX	7	EA	Four hundred sixty one dollars and thirty four cents	461.34	\$3,229.38
10.3	36"X36"X36" FLUSH GRADE PULLBOX	3	EA	Four hundred seventy eight dollars and zero cents	478	\$1,434.00
10.4	4" CONDUIT	1180	LF	Ten dollars and eighteen cents	10.18	\$12,012.40
10.5	H-FRAME RACK	1	EA	Four hundred eighty six dollars and zero cents	486	\$486.00
10.6	100A DISCONNECT SWITCH	1	EA	Five hundred forty six dollars and zero cents	546	\$546.00
10.7	1-1/2" CONDUIT	25	LF	Three dollars and eighty nine cents	3.89	\$97.25
10.8	3" CONDUIT	264	LF	Six dollars and thirteen cents	6.13	\$1,618.32
10.9	UTILITY XFMR PAD	2	EA	One thousand five hundred forty seven dollars and zero cents	1,547	\$3,094.00
10.10	400KCMIL AL CONDUCTOR	1856	LF	Three dollars and twenty six cents	3.26	\$6,050.56
10.11	#4/0 AWG AL CONDUCTOR	800	LF	Fifteen dollars and thirty seven cents	15.37	\$12,296.00
10.12	REMOVABLE BOLLARDS	9	EA	Seven hundred forty three dollars and zero cents	743	\$6,687.00
10.13	#4 CU GROUND	65	LF	One dollar and eighty five cents	1.85	\$120.25
10.14	3/4" CONDUIT	50	LF	Two dollars and fifty seven cents	2.57	\$128.50
10.15	FLAGPOLE LIGHTS	3	EA	Seventy eight dollars and sixty five cents	78.65	\$235.95
10.16	BUILDING SPOT LIGHT	1	EA	Two hundred forty six dollars and zero cents	246	\$246.00
10.17	UTILITY METER/CT. CABINET	1	EA	One thousand two hundred sixty five dollars and zero cents	1,265	\$1,265.00
10.18	4"X4" RECESSED JUNCTION BOX	1	EA	Two hundred forty eight dollars and zero cents	248	\$248.00

BID NO. 01
FIRE STATION NO.
ADDENDUM NO. 2

PAY ITEM NO.	DESCRIPTION	QTY.	UNIT	WRITTEN UNIT PRICE	NUMERIC UNIT PRICE	TOTAL
10.19	WEATHER-RATED RECEPTACLE W/ IN-USE COVER	1	EA	Fifty four dollars and eighty six cents	54.86	\$54.86
10.20	SHUNT TRIP	2	EA	Forty seven dollars and fifty two cents	47.52	\$95.04
10.21	WALL PACKS IN MECH YARD	2	EA	One hundred fifty eight dollars and sixty five cents	158.65	\$317.30
10.22	TIMER SWITCH AND JUNCTION BOX	1	EA	Sixty eight dollars and twenty four cents	68.24	\$68.24
10.23	1/2" CONDUIT	103	LF	Two dollars and nine cents	2.09	\$215.27
10.24	#12 AWG CU CONDUCTOR	245	LF	Two dollars and thirty nine cents	2.39	\$585.55
10.25	#10 AWG CU CONDUCTOR	117	LF	Two dollars and fifty six cents	2.56	\$299.52
10.26	2" CONDUIT	40	LF	Four dollars and fifty seven cents	4.57	\$182.80
10.27	#2/0 AWG AL CONDUCTOR	160	LF	Four dollars and eighty one cents	4.81	\$769.60
10.28	#4 AWG AL CONDUCTOR	10	LF	Three dollars and forty seven cents	3.47	\$34.70

TOTAL BASE BID AMOUNT	\$5,616,100.00
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Five Million Six Hundred Sixteen Thousand One Hundred Dollars and Zero Cents

Written Base Bid Amount

5,616,100.00

Numeric Base Bid Amount

_____ Javed Patel _____
Name

_____ President _____
Title

FIRE STATION NO. 39						
ALTERNATE BID						
PAY ITEM NO.	DESCRIPTION	QTY.	UNIT	WRITTEN UNIT PRICE	NUMERIC UNIT PRICE	TOTAL
A1.1	6-INCH CONCRETE PAVEMENT	176	SY	Ninety two dollars and thirty two cents	92.32	\$16,248.32
A1.2	8-INCH LIMEROCK BASE	176	SY	Twenty nine dollars and zero cents	29	\$5,104.00
A2.1	24-INCH WHITE PAINTED STOP BAR	12	LF	Five dollars and forty eight cents	5.48	\$65.76
A3.1	BUILDING COMPLETE AND IN PLACE	1100	SF	Two hundred eight dollars and ninety nine cents	208.99	\$229,889.00
A4.1	6-INCH PVC ROOF DRAIN	16	LF	Three hundred twenty six dollars and forty three cents	326.43	\$5,222.92
TOTAL ADDITIVE ALTERNATE BID AMOUNT						\$256,530

Two Hundred Fifty-Six Thousand Five Hundred Thirty Dollars and Zero Cents
Written Additive Alternate Bid Amount

\$256,530.00
Numeric Additive Alternate Bid Amount

_____ Javed Patel _____
Name

_____ President _____
Title

**BID NO. 01-23 - BID FORM
FIRE STATION NO. 39 - ADDENDUM NO. 2**

PAV ITEM NO.	DESCRIPTION	QTY.	UNIT	WRITTEN UNIT PRICE	NUMERIC UNIT PRICE	TOTAL
1.0 - GENERAL CONSTRUCTION OPERATIONS (Only for Site & Civil Scope of Work)						
1.1	MOBILIZATION, DEMOBILIZATION, BONDS & PERMITS (5%)	1	LS	Seventy Six Thousand Three Hundred Sixty Dollars and Thirty Nine Cents	\$76,360.39	\$76,360.39
1.2	MAINTENANCE OF TRAFFIC	1	LS	Seventeen Thousand Dollars	\$17,000.00	\$17,000.00
1.3	SUPERVISION	1	LS	Forty Five Thousand Two Hundred Five Dollars and Thirty Three Cents	\$45,205.33	\$45,205.33
1.4	PROJECT CLOSE-OUT	1	LS	Ten Thousand Dollars	\$10,000.00	\$10,000.00
1.5	SURVEY AND ASBUILT	1	LS	Forty Thousand Dollars	\$40,000.00	\$40,000.00
2.0 - EARTHWORK AND SITE PREPARATION						
2.1	CLEARING & GRUBBING	2.1	AC	Fifty Six Thousand One Hundred Forty Dollars and Sixty Six Cents	\$56,140.67	\$117,895.40
2.2	PREPARE, IMPLEMENT & MAINTAIN SWPPP	1	LS	Forty Six Thousand Four Hundred Seventy Six Dollars and Twenty Six Cents	\$46,476.26	\$46,476.26
2.3	FINAL GRADING	6990	CV	Three Dollars and Thirty One Cents	\$3.31	\$23,166.36
2.4	POND EXCAVATION	1698	CV	Eleven Dollars and Sixty Nine Cents	\$11.69	\$19,853.27
2.5	SOD	1810	SY	Four Dollars and Eighty Eight Cents	\$4.88	\$8,832.80
2.6	SEEDING	6043	SY	and Sixty One Cents	\$0.61	\$3,686.23
2.7	SEGMENTAL RETAINING WALL	1250	SF	Eighty Seven Dollars and Thirty Two Cents	\$87.32	\$109,151.11
2.8	IMPORT FILL	9524	CY	Twenty Two Dollars and Ninety Four Cents	\$22.95	\$218,533.26
3.0 - PAVEMENT						
3.1	12-INCH COMPACT AND PREPARE HEAVY-DUTY SUBBASE	1,724	SY	Fourteen Dollars and Ninety Three Cents	\$14.94	\$25,753.77
3.2	8-INCH HEAVY-DUTY LIMEROCK BASE	1,641	SY	Twenty Nine Dollars and Twelve Cents	\$29.12	\$47,785.92
3.3	12-INCH COMPACT AND PREPARE LIGHT-DUTY SUBBASE	947	SY	Fourteen Dollars and Ninety Two Cents	\$14.93	\$14,138.10
3.4	6-INCH LIGHT-DUTY LIMEROCK BASE	863	SY	Twenty Four Dollars and Fifty Six Cents	\$24.56	\$21,195.28
3.5	2-INCH HEAVY-DUTY ASPHALT PAVEMENT	174	TN	Two Hundred Thirty Nine Dollars and Forty Five Cents	\$239.46	\$41,665.40
3.6	1.5-INCH LIGHT-DUTY ASPHALT PAVEMENT	67	TN	Two Hundred Seventy Six Dollars and Six Cents	\$276.06	\$18,496.03
3.7	12-INCH COMPACT AND PREPARE SUBBASE	1,042	SY	Fourteen Dollars and Seventy Three Cents	\$14.73	\$15,348.66
3.8	6-INCH CONCRETE RIGID PAVEMENT	1,042	SY	One Hundred Forty Five Dollars and Thirty One Cents	\$145.31	\$151,413.02
3.9	D CURB	1000	LF	Twenty One Dollars and Ninety Six Cents	\$21.96	\$21,960.00
3.10	RIBBON CURB	50	LF	Thirty Six Dollars and Sixty Cents	\$36.60	\$1,830.00
3.11	4-INCH SIDEWALK	167	SY	Fifty Dollars and Sixteen Cents	\$50.17	\$8,361.02
3.12	4-INCH CONCRETE PAD WITH REBAR	24	SY	In Item 8.1 - Building Complete & In Place	\$0.00	\$0.00

**BID NO. 01-23 - BID FORM
FIRE STATION NO. 39 - ADDENDUM NO. 2**

PAV ITEM NO.	DESCRIPTION	QTY.	UNIT	WRITTEN UNIT PRICE	NUMERIC UNIT PRICE	TOTAL
3.13	6-INCH CONCRETE PAD WITH REBAR	30	SY	In Item 8.1 - Building Complete & In Place	\$0.00	\$0.00
3.14	12-INCH CONCRETE PAD WITH REBAR	44	SY	In Item 8.1 - Building Complete & In Place	\$0.00	\$0.00
3.15	WHEEL STOP	10	EA	N/A	\$0.00	\$0.00
3.16	ADA RAMP	1	EA	Two Thousand One Hundred Ninety Six Dollars	\$2,196.00	\$2,196.00
3.17	BOLLARD	21	EA	In Item 8.1 - Building Complete & In Place	\$0.00	\$0.00
3.18	FLAGPOLE	1	EA	In Item 8.1 - Building Complete & In Place	\$0.00	\$0.00
3.19	PRIME AND SAND (HEAVY DUTY)	1,641	SY	and Ninety Two Cents	\$0.92	\$1,509.72
3.2	PRIME AND SAND (LIGHT DUTY)	863	SY	and Ninety Two Cents	\$0.92	\$793.96
4.0 - SIGNING AND PAVEMENT MARKINGS						
4.1	STOP/STREET SIGN	9	EA	N/A	\$0.00	\$0.00
4.2	BEACON SIGN AND POST	2	EA	N/A	\$0.00	\$0.00
4.3	BEACON/AC POWERED	2	EA	N/A	\$0.00	\$0.00
4.4	PAVEMENT MARKINGS	1	LS	See Below	-	-
4.5	PAVEMENT MARKING AND SIGN	1	LS	Twelve Thousand Two Dollars and Twenty Nine Cents	\$12,002.29	\$12,002.29
5.0 - STORMWATER						
5.1	18-INCH HDPE PIPE	84	LF	Eighty Two Dollars and Thirty Four Cents	\$82.34	\$6,916.56
5.2	18-INCH RCP PIPE	488	LF	Eighty Eight Dollars and Fifty Nine Cents	\$88.59	\$43,231.92
5.3	18-INCH PIPE MITERED END SECTION (MES)	8	EA	Three Thousand Four Hundred Forty Nine Dollars and Sixty Cents	\$3,449.60	\$27,596.80
5.4	6-INCH PVC ROOF DRAIN	378	LF	Forty Five Dollars and Eighty Three Cents	\$45.83	\$17,323.74
5.5	6-INCH ROOF DRAIN CLEANOUT	3	EA	One Thousand Eighty Dollars and Eighteen Cents	\$1,080.18	\$3,240.54
5.6	8-INCH PVC ROOF DRAIN	80	LF	Fifty Two Dollars and Ten Cents	\$52.10	\$4,168.00
5.7	TYPE C INLET	3	EA	Five Thousand Eight Hundred Ninety Nine Dollars and Seventy One Cents	\$5,899.71	\$17,699.13
5.8	MANHOLE	2	EA	Seven Thousand Five Hundred Forty Seven Dollars and Forty Four Cents	\$7,547.44	\$15,094.88
5.9	LITORAL PLANTINGS	1	LS	One Thousand Seven Hundred Fifty Two Dollars	\$1,752.00	\$1,752.00
5.10	FLOATING POND FOUNTAIN	1	EA	Nine Thousand Three Hundred Fifty Nine Dollars	\$9,359.00	\$9,359.00
5.11	FITTINGS	1	LS	Four Thousand Four Hundred Seventy Four Dollars and Ten Cents	\$4,474.10	\$4,474.10
5.12	STORM DEWATERING	1	LS	Twenty Three Thousand Four Hundred Ninety Three Dollars and Sixty Four Cents	\$23,493.64	\$23,493.64
5.13	CLEAN STORM PIPE (18" AND ABOVE)	1	LS	Four Thousand Two Hundred Ninety Four Dollars and Forty Cents	\$4,294.40	\$4,294.40

**BID NO. 01-23 - BID FORM
FIRE STATION NO. 39 - ADDENDUM NO. 2**

PAY ITEM NO.	DESCRIPTION	QTY.	UNIT	WRITTEN UNIT PRICE	NUMERIC UNIT PRICE	TOTAL
5.14	TV STORM PIPE (18" AND ABOVE)	1	LS	Three Thousand Eight Hundred Six Dollars and Forty Cents	\$3,806.40	\$3,806.40
5.15	OPEN CUT AND REPAIR	1	LS	Thirty Thousand Six Hundred Twenty Eight Dollars and Four Cents	\$30,628.04	\$30,628.04
6.0 - WATER MAIN						
6.1	2-INCH PVC WATER SERVICE LINE	300	LF	Seventeen Dollars and Fifty Nine Cents	17.59	\$5,277.00
6.2	2-INCH X 8-INCH TEE	1	EA	N/A	\$0.00	\$0.00
6.3	2-INCH 45-DEGREE BEND	6	EA	N/A	\$0.00	\$0.00
6.4	8-INCH PVC WATER SERVICE LINE	200	LF	Fifty Eight Dollars and Twenty Two Cents	\$58.22	\$11,644.73
6.5	12-INCH X 12-INCH X 8-INCH TEE	1	EA	N/A	\$0.00	\$0.00
6.6	12-INCH PLUG	1	EA	N/A	\$0.00	\$0.00
6.7	8-INCH 45-DEGREE BEND	4	EA	N/A	\$0.00	\$0.00
6.8	FIRE HYDRANT	2	EA	Eight Thousand Seven Hundred Sixty Six Dollars and Eighteen Cents	8766.18	\$17,532.36
6.9	DOUBLE DETECTOR BACK FLOW PREVENTER	2	EA	Forty One Thousand Thirty Seven Dollars and Ninety Nine Cents	\$41,038.00	\$82,075.99
6.10	METER	2	EA	N/A	\$0.00	\$0.00
6.11	6-INCH PVC WATER SERVICE LINE	120	LF	Forty Dollars and Thirty Cents	\$40.30	\$4,836.00
6.12	6-INCH 45-DEGREE BEND	4	EA	N/A	\$0.00	\$0.00
6.13	8-INCH X 6-INCH REDUCER	1	EA	N/A	\$0.00	\$0.00
6.14	4-INCH PVC FDC SERVICE LINE	220	LF	Thirty Seven Dollars and Forty Four Cents	\$37.44	\$8,236.80
6.15	4-INCH 90-DEGREE BEND	2	EA	N/A	\$0.00	\$0.00
6.16	4-INCH 45-DEGREE BEND	2	EA	N/A	\$0.00	\$0.00
6.17	FIRE DEPARTMENT CONNECTION ASSEMBLY	1	EA	Five Thousand Six Hundred Sixty Three Dollars and Forty Three Cents	\$5,663.43	\$5,663.43
6.18	CONNECT TO EXISTING WM STUB	1	LS	One Thousand Four Dollars and Ninety Nine Cents	\$1,004.99	\$1,004.99
6.19	TEMPORARY JUMPER	1	LS	Two Thousand Five Hundred Fifty Seven Dollars and Sixty Cents	\$2,557.60	\$2,557.60
6.20	BFP CERTIFICATION	1	LS	Three Hundred Sixty Dollars	\$360.00	\$360.00
6.21	FITTINGS - WATER	1	LS	Four Thousand Eight Dollars and Thirty Cents	\$4,008.30	\$4,008.30
6.22	PRESSURE TESTING	1	LS	One Thousand Five Hundred Fifty Five Dollars and Twenty Cents	\$1,555.20	\$1,555.20
6.23	CHLORINATION AND BACTERIAL TESTING	1	LS	Three Thousand Five Hundred Thirty Six Dollars and Sixty Four Cents	\$3,536.64	\$3,536.64
6.24	FIRE PERMIT	1	LS	Seven Thousand Two Hundred Sixty Dollars and Seventy Five Cents	\$7,260.75	\$7,260.75
6.25	BFP CERTIFICATION	1	LS	Three Hundred Sixty Dollars	\$360.00	\$360.00

**BID NO. 01-23 - BID FORM
FIRE STATION NO. 39 - ADDENDUM NO. 2**

PAY ITEM NO.	DESCRIPTION	QTY.	UNIT	WRITTEN UNIT PRICE	NUMERIC UNIT PRICE	TOTAL
6.26	6" IN BUILDING RISER	1	LS	Three Thousand Five Hundred Ninety Three Dollars and Sixty Two Cents	\$3,593.62	\$3,593.62
6.27	4" IN BUILDING RISER	1	LS	Three Thousand Two Hundred Thirty Four Dollars and Twenty Five Cents	\$3,234.25	\$3,234.25
6.28	FITTINGS - FIRE	1	LS	Nine Thousand Two Hundred Seven Dollars and Forty Nine Cents	\$9,207.49	\$9,207.49
6.29	PRESSURE TESTING	1	LS	Two Thousand Seven Hundred Twenty Two Dollars and Fifty Cents	\$2,722.50	\$2,722.50
7.0 - SANITARY SEWER						
7.1	GRINDER PUMP	1	LS	One Hundred Nine Thousand Eighty Four Dollars and Two Cents	\$109,084.02	\$109,084.02
7.2	4-INCH CLEANOUT	3	EA	One Thousand One Hundred Seventeen Dollars and Ninety Five Cents	\$1,117.95	\$3,353.85
7.3	4-INCH PVC GRAVITY LINE	80	LF	One Hundred Eight Dollars and Eighty Eight Cents	\$108.88	\$8,710.44
7.4	4-INCH WYE	1	EA	One Thousand Two Hundred Seventy Four Dollars and Ninety Three Cents	\$1,274.93	\$1,274.93
7.5	OIL/WATER SEPARATOR	1	EA	Eleven Thousand Seven Hundred Sixty Four Dollars and Ninety One Cents	\$11,764.91	\$11,764.91
7.6	1-1/4-INCH DR18 PVC FORCE MAIN	1,150	LF	N/A	\$0.00	\$0.00
7.7	1-1/4-INCH 45-DEGREE BEND	3	EA	N/A	\$0.00	\$0.00
7.8	1-1/4-INCH 11.5-DEGREE BEND	3	EA	N/A	\$0.00	\$0.00
7.9	1-1/4-INCH 90-DEGREE BEND	1	EA	N/A	\$0.00	\$0.00
7.10	1-1/4-INCH GATE VALVE	1	EA	Eight Hundred Sixty Eight Dollars and Seventy Nine Cents	\$868.79	\$868.79
7.11	1-1/4-INCH AIR RELEASE VALVE	1	EA	Six Thousand Two Hundred Seventy One Dollars and Forty Five Cents	\$6,271.45	\$6,271.45
7.12	CLEAN AND TV SEWER PIPE	1	LS	Four Thousand Five Hundred Five Dollars and Twenty Two Cents	\$4,505.22	\$4,505.22
7.13	LOW PRESSURE TEST (PIPE ONLY)	1	LS	One Thousand One Hundred Eighty Six Dollars and Eighty Two Cents	\$1,186.82	\$1,186.82
7.14	CONNECT TO EX. MANHOLE	1	LS	Three Thousand Six Hundred Eighty Five Dollars and Fifty One Cents	\$3,685.51	\$3,685.51
7.15	1.25" PVC S80	1,150	LF	Twenty Nine Dollars and Fifty One Cents	\$29.51	\$33,936.50
7.16	FITTINGS	1	LS	Three Thousand Three Hundred Thirty Three Dollars and Twenty Cents	\$3,333.20	\$3,333.20
7.17	FORCE MAIN TESTING	1	LS	Four Thousand One Hundred Sixty Two Dollars and Fifteen Cents	\$4,162.15	\$4,162.15
7.18	OPEN CUT AND REPAIR	1	LS	Thirteen Thousand Eight Hundred Seventy Three Dollars and Thirty Nine Cents	\$13,873.39	\$13,873.39
7.19	RESTORATION	1	LS	Eleven Thousand Six Hundred Fifty Nine Dollars and Thirty Nine Cents	\$11,659.31	\$11,659.31

BID NO. 01-23 - BID FORM
FIRE STATION NO. 39 - ADDENDUM NO. 2

PAV ITEM NO.	DESCRIPTION	QTY.	UNIT	WRITTEN UNIT PRICE	NUMERIC UNIT PRICE	TOTAL
8.0 - BUILDING						
8.1	BUILDING COMPLETE AND IN PLACE	5400	SF		\$507.58	\$2,739,315.65
8.2	GENERATOR	1	EA	Five Hundred Seven dollars and twenty eight cents One hundred seventy two thousand Three Hundred forty five	\$172,345	\$172,345.00
9.0 - LANDSCAPE AND IRRIGATION						
9.1	LANDSCAPING	1	Seventy Two Thousand Two Hundred Ninety One Dollars	\$72,291.00	\$72,291.00	
9.2	IRRIGATION	1	LS	Twenty Three Thousand One Hundred Sixty Nine Dollars	\$23,169.00	\$23,169.00
9.3	6-FT VINYL FENCE	263	LF	Forty Seven Dollars	\$47.00	\$12,361.00
10.0 - ELECTRICAL SITE						
10.1	1" CONDUIT	921	LF	See Below		
10.2	1 1/2" X 1/2" FLUSH GRADE PULLBOX	7	EA	See Below		
10.3	36"x36"x36" FLUSH GRADE PULLBOX	3	EA	See Below		
10.4	4" CONDUIT	1180	LF	See Below		
10.5	H-FRAME RACK	1	EA	See Below		
10.6	100A DISCONNECT SWITCH	1	EA	See Below		
10.7	1-1/2" CONDUIT	25	LF	See Below		
10.8	3" CONDUIT	264	LF	See Below		
10.9	UTILITY XFMR PAD	2	EA	See Below		
10.10	400KCMIL AL CONDUCTOR	1856	LF	See Below		
10.11	#4/0 AWG AL CONDUCTOR	800	LF	See Below		
10.12	REMOVABLE BOLLARDS	9	EA	See Below		
10.13	#4 CU GROUND	65	LF	See Below		
10.14	3/4" CONDUIT	50	LF	See Below		
10.15	FLAGPOLE LIGHTS	3	EA	See Below		
10.16	BUILDING SPOT LIGHT	1	EA	See Below		
10.17	UTILITY METER/CT. CABINET	1	EA	See Below		
10.18	4"x4" RECESSED JUNCTION BOX	1	EA	See Below		
10.19	WEATHER-RATED RECEPTACLE W/ IN-USE COVER	1	EA	See Below		
10.20	SHUNT TRIP	2	EA	See Below		

**BID NO. 01-23 - BID FORM
FIRE STATION NO. 39 - ADDENDUM NO. 2**

PAV ITEM NO.	DESCRIPTION	QTY.	UNIT	WRITTEN UNIT PRICE	NUMERIC UNIT PRICE	TOTAL
10.21	WALL PACKS IN MECH YARD	2	EA	See Below		
10.22	TIMER SWITCH AND JUNCTION BOX	1	EA	See Below		
10.23	1/2" CONDUIT	103	LF	See Below		
10.24	#12 AWG CU CONDUCTOR	245	LF	See Below		
10.25	#10 AWG CU CONDUCTOR	117	LF	See Below		
10.26	2" CONDUIT	40	LF	See Below		
10.27	#2/0 AWG AL CONDUCTOR	160	LF	See Below		
10.28	#4 AWG AL CONDUCTOR	10	LF	for above total electrical site		\$209,359.00
11.0 - Other Items						
11.1	Total Cost of Work	1	LS	four million nine hundred thirty four thousand eight hundred twenty seven and one mill, three hundred one thousand six hundred forty three and seven cents	1,934,827.50	4,954,887.50
11.2	GC's + GR's + Insurance + Fee + P&P Bond + Builders Risk	1	LS	one mill, three hundred one thousand six hundred forty three and seven cents	1,301,670.47	1,301,670.47
TOTAL BASE BID AMOUNT						\$6,256,537.98

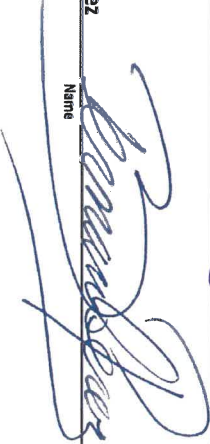
Six Million Two Hundred Fifty Six Thousand Five Hundred Thirty Seven Dollars & Ninety eight Cents \$6,256,537.98

Written Base Bid Amount

Numeric Base Bid Amount

Bernardo Perez

Name



Executive Vice President

Title

**BID NO. 01-23 - BID FORM
FIRE STATION NO. 39 - ADDENDUM NO. 2**

PAY ITEM NO.	DESCRIPTION	QTY.	UNIT	WRITTEN UNIT PRICE	NUMERIC UNIT PRICE	TOTAL
FIRE STATION NO. 39						
ALTERNATE BID						
				WRITTEN UNIT PRICE	NUMERIC UNIT PRICE	TOTAL
A1.1	6-INCH CONCRETE PAVEMENT	176	SY	One Hundred Forty Five Dollars and Thirty One Cents	\$145.31	\$25,574.56
A1.2	8-INCH LIMEROCK BASE	176	SY	Twenty Nine Dollars and Twelve Cents	\$29.12	\$5,125.12
A1.3	12-INCH COMPACT AND PREPARE LIGHT-DUTY SUBBASE	176	SY	Fourteen Dollars and Ninety Four Cents	\$14.94	\$2,629.44
A2.1	24-INCH WHITE PAINTED STOP BAR	12	LF	Two Hundred Three Dollars and Thirty Three Cents	\$203.33	\$2,440.00
A3.1	BUILDING COMPLETE AND IN PLACE	1100	SF	Two Hundred Fifty Three Two Cents	\$235.27	\$258,110.68
A4.1	6-INCH PVC ROOF DRAIN	112	LF	One Hundred Twenty Dollars and Forty One Cents	\$120.42	\$13,486.69
A5.1 - Other Items						
A5.1.1	Total Cost of Work	1	LS	Three Hundred Thirteen Thousand Nine Hundred Sixty Six Dollars and Sixty Cents	357,996.19	357,996.19
A5.1.2	GC's + GR's + Insurance + Fee + P&P Bond + Builders Risk	1	LS	Twenty Seven Thousand One Hundred Fifty Seven Dollars and Thirty Eight Cents	27,117.38	27,117.38
				TOTAL ADDITIVE ALTERNATE BID AMOUNT		\$385,113.87

Three Hundred Eighty Two Thousand One Hundred Fifty Three Dollars and Sixty Cents \$382,143.87

Written Additive Alternate Bid Amount
 Bernardo Perez
 Name
 Executive Vice President
 Title

Work shall be completed as specified in its entirety for the total amount of:

\$ 5,646,598
(Use Numbers)

Five-Million, Six-Hundred Forty-Six
\$ Thousand, Five-Hundred Ninety-Eight Dollars and Zero Cents
(Use Words) (Use Words)

Add Alternate for additional bay: \$233,405

At the following unit prices: See Bid Form Sheets

I certify that work shall be completed as specified in its entirety within **Three Hundred (300) calendar days** of Notice to Proceed.

The City reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be of the best interest of the City. Acknowledgement is hereby made of the following Addenda received since issuance of Plans and Specifications:

Addendum No. 1 Dated: 3/16/23 Addendum No. _____ Dated: _____

Addendum No. 2 Dated: 3/24/23 Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Attached hereto is a cashier's check on the _____

_____ Bank of _____

_____ or Bid Bond for the sum of 5% of Bid Value

_____ Dollars

(\$ _____), made payable to the City of DeBary, Florida.

SHAWN CASEY L.S.

(Name of Bidder) (Affix Seal)

[Signature] L.S.

(Signature of Officer)

President L.S.

(Title of Officer)

Federal Employer Identification Number 22-3921381

Address: 621 WILKS AVENUE

City: ORLANDO State: FL Zip: 32809

Phone: (407) 407-240-6775 Fax: (407) 240-6616

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Shawn Casey - President


Ian Casey - Corporate Secretary

Name of the executive who will give personal attention to the work:

Shawn Casey

Attach list of subcontractors as required by Article 7 of Instruction to Bidders.

- END OF PROPOSAL -

Project Name:	City of DeBary Fire Station #39	3/31 @ 11am
Project Address:	Ft. Florida Road, DeBary, FL 32713	
SACC Project Number:	23-5298	
County / AHJ:	City of DeBary	
Building Square Footage	5683	

Division	Cost Code	Description / Division	Value	Cost/SF	
01	MULTI	Supervision	\$ 156,090	\$ 27.47	
01	MULTI	General Conditions	\$ 53,130	\$ 9.35	
01	01-740	Final Cleaning	\$ 1,875	\$ 0.33	
02	02-111	Selective Demolition	\$ 31,869	\$ 5.61	
02	02-200	Site Work	\$ 1,949,658	\$ 343.07	
02	02-800	Landscaping & Irrigation	\$ 77,795	\$ 13.69	
02	02-710	Fencing	\$ 11,542	\$ 2.03	
03	03-100	Concrete	\$ 143,636	\$ 25.27	
04	04-200	Masonry	\$ 219,040	\$ 38.54	
05	05-120	Structural Steel	\$ 191,400	\$ 33.68	
05	05-500	Miscellaneous Metals	\$ 18,667	\$ 3.28	
06	06-100	Rough Carpentry	\$ 11,715	\$ 2.06	
06	06-220	Millwork	\$ 31,714	\$ 5.58	
07	07-900	Caulking & Damp-proofing	\$ 9,158	\$ 1.61	
07	07-310	Roofing	\$ 408,100	\$ 71.81	
08	08-100	Doors, Frames, & Hardware	\$ 157,347	\$ 27.69	
08	08-400	Glass & Glazing	\$ 53,755	\$ 9.46	
09	09-2400	Stucco	\$ 52,916	\$ 9.31	
09	09-2900	Framing & Drywall	\$ 152,900	\$ 26.90	
09	09-5113	Acoustical Treatment	\$ 12,045	\$ 2.12	
09	09-3013	Flooring	\$ 37,629	\$ 6.62	
09	09-9300	Painting	\$ 32,170	\$ 5.66	
10	10-800	Specialties	\$ 9,154	\$ 1.61	
10	10-440	Signage	\$ 3,489	\$ 0.61	
10	10-730	Awnings	\$ 46,310	\$ 8.15	
12	12-600	Furnishings	\$ 8,873	\$ 1.56	
21	21-1000	Fire Protection	\$ 34,119	\$ 6.00	
22	22-0000	Plumbing	\$ 275,000	\$ 48.39	
23	23-0500	Mechanical	\$ 428,080	\$ 75.33	
26	26-010	Electrical	\$ 822,118	\$ 144.66	
28	28-3100	Low Voltage	\$ 103,448	\$ 18.20	
			Subtotal	\$ 5,544,741	\$ 975.67
			Bond 0.95%	\$ 52,675	\$ 9.27
			Subtotal	\$ 5,597,416	\$ 984.94
			Permit	\$ 49,182	\$ 8.65
			Total	\$ 5,646,598	\$ 993.59

Alternate Number	Description	Value
ALT 1	To include the future apparatus bay in the scope of work (~1,290 SF)	\$ 233,405

City of DeBary
RFQ 08-23 CMAR Services Fire Station #39
Evaluation Rankings

			Wharton-Smith	McCree
C. Rosamonda				
Item	Item Description	Max Points		
2	Understanding and Approach to Project	20	18	16
3-4	Organizational Chart, Firm and Staff Experience	25	25	20
5	Value Engineering, Design Support, Project	30	30	21
6	Understanding of GMP and Loan Requirements	10	9	7
7	Firm Availability	10	10	10
8	Safety Record	5	5	5
		100	97	79
R. Villasenor				
Item	Item Description	Max Points		
2	Understanding and Approach to Project	20	20	20
3-4	Organizational Chart, Firm and Staff Experience	25	25	25
5	Value Engineering, Design Support, Project	30	30	30
6	Understanding of GMP and Loan Requirements	10	10	10
7	Firm Availability	10	10	10
8	Safety Record	5	5	5
		100	100	100
Y. Flores				
Item	Item Description	Max Points		
2	Understanding and Approach to Project	20	16	14
3-4	Organizational Chart, Firm and Staff Experience	25	15	20
5	Value Engineering, Design Support, Project	30	24	27
6	Understanding of GMP and Loan Requirements	10	9	9
7	Firm Availability	10	10	6
8	Safety Record	5	5	4
		100	79	80
Totals				
Item	Item Description	Max Points		
2	Understanding and Approach to Project	60	54	50
3-4	Organizational Chart, Firm and Staff Experience	75	65	65
5	Value Engineering, Design Support, Project	90	84	78
6	Understanding of GMP and Loan Requirements	30	28	26
7	Firm Availability	30	30	26
8	Safety Record	15	15	14
		300	276	259



NOTICE OF INTENDED DECISION

for

BID #08-23

CMAR SERVICES FIRE STATION #39

September 15, 2023

This notice is to inform all respondents to the above referenced solicitation of the City of DeBary's intent to submit award recommendation to the City Council for approval to:

Wharton-Smith, Inc.

This letter is not to be construed as the final award of the contract.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Thank you for participating in our formal solicitation process.

Mike Jones
Purchasing Manager

**CONTRACT FOR CONSTRUCTION MANAGEMENT/GENERAL
CONTRACTING SERVICES FOR PRE-CONSTRUCTION PHASE
SERVICES FOR FIRE STATION #39**

Between

THE CITY OF DEBARY

AND

WHARTON-SMITH, INC.

Contract No.

RFQ 08-2023

CONTRACT FOR CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING SERVICES

PRECONSTRUCTION PHASE SERVICES

This Contract for Construction Management/General Contracting Services for Preconstruction Phase Services for the Fire Station #39 on the City of DeBary Public Services Department Campus (hereinafter the "Contract"), by and between the City of DeBary, Florida, a Florida municipal corporation, whose address is City of DeBary, 16 Colomba Road, DeBary, Florida 32713 (hereinafter the "City") and Wharton-Smith, Inc., 750 Monroe Road, Sanford, FL 32771 (hereinafter the "Construction Manager/General Contractor or "CM/GC").

RECITALS

WHEREAS, the City intends to design and construct Fire Station #39 with related site improvements. The City intends to construct the project via the Construction Manager/General Contractor (CM/GC) procurement process. Therefore, the selected CM/GC will be required to work cooperatively with the Architect/Engineer throughout design and ultimately construction, in accordance with the Design prepared by the Architect/Engineer" or "A/E"). The work described in this paragraph is hereinafter collectively referred to as the "Project"; and

WHEREAS, the City desires the services of the CM/GC to provide expert estimating and pricing, technical evaluation and other advisory services during the preconstruction phase of the Project, as stipulated herein; and

WHEREAS, it has been determined that the execution of this Contract is beneficial to the people of the City of DeBary.

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

GENERAL DEFINITIONS

1.0 For this Contract and any incorporated exhibits, certain terms, phrases, words and their respective derivations will have the meaning set forth and defined therein and shall be applicable in both. Definition of terms in the Contract shall first be governed by this Contract and second by the incorporated Scope of Services/Work (Exhibit A). In the event of any conflict among the foregoing, the conflict will be resolved in the order of priority set forth in the preceding sentence. If there is no applicable definition as described above, the terms, phrases, and words, and their respective derivations when used in this Contract and the Scope of Service, will have the meanings ascribed to them in Merriam-Webster's Collegiate Dictionary (Merriam-Webster, Inc., 11th ed., 2020, or any subsequent edition).

1.1 ACCEPTANCE, FINAL ACCEPTANCE

A formal action by the City of accepting the Work as being complete after certification by

the City Representative or his designee of final completion.

1.2 ADDENDUM

A written explanation, interpretation, change, correction, addition, deletion, or modification of equal dignity herewith affecting the Contract Documents including drawing and specifications prepared by the CM/GC, approved and issued by the City and/or distributed to third parties

1.3 AFFIDAVIT

The instrument which is to be signed by the Contractor or CM/GC and submitted to the City upon the City's request through the Project Manager, upon completion of the Work, showing that all bills have been paid. It shall also mean such instrument that may be requested by the City incidental to partial payments.

1.4 AGENCY

The State, a State agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under Florida Statutes §380.06 or 163.3220-163.3243.

1.5 AMENDMENT

An amendment to this Contract in writing by the City, approved by the Public Services Director, and signed by the City of equal dignity herewith authorizing an addition, deletion, or revision in the Scope of Work, adjustment in the Contract Price or the time for completion that is issued after execution of this Contract.

1.6 APPLICATION FOR PROGRESS PAYMENT

The current estimate form furnished and certified by the CM/GC, Construction Manager, or General Contractor which is to be used by the foregoing in requesting progress payments for work performed in the Project.

1.7 CALENDAR DAY

Any day, including Saturdays, Sundays, and holidays regardless of weather conditions.

1.8 CHANGE ORDER

A written order to the CM/GC signed by the City or its designated representative(s) as specified in the Contract Documents authorizing an addition, deletion, or revision in the work, or an adjustment in the contract price or time.

1.9 COMPENSATION

The amount paid by the City to CM/GC for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated which includes the total monies payable to the CM/GC under this Contract which includes all services, labor, materials,

supplies, travel, training, profit, overhead, costs, expenses, and any other costs necessary to complete the Scope of Work.

1.10 COMPLETION DATE

The date that the City or its designated representative approves and accepts all Work or Services for a Scope of Work or this Contract.

1.11 CONSENT OF SURETY OF FINAL PAYMENT

A document from the CM/GC's surety indicating that said surety has either made a careful examination of the books and records of the CM/GC, or received the CM/GC's affidavit, which satisfies the surety that all claims for labor and materials have been satisfactorily settled, and therefore approve final payment to the CM/GC.

1.12 CONSTRUCTION

All labor, services, and materials provided in connection with the alteration, repair, demolition, construction, reconstruction, or any other improvements to real property.

1.13 CONSTRUCTION MANAGER/GENERAL CONTRACTOR

These terms shall be synonymous with "Construction Manager" and/or "General Contractor" and "CM/GC." The CM/GC is the entity identified as such throughout this Contract and is referred to as if singular in number and neutral in gender. The term "CM/GC" means the CM/GC or his representative.

1.14 CONSULTANT

The professional architectural firm of Neel-Schaffer . Also referred to herein as the A/E.

1.15 CONTRACT

This binding agreement between the City and CM/GC, with binding legal force, covering the work to be performed in exchange for money.

1.16 CONTRACT ADMINISTRATOR

The City's Public Services Director or his designee responsible for addressing any concerns within this Contract.

1.17 CONTRACT BONDS

The securities (Performance and Payment Bonds) furnished by the CM/GC and the surety as a guarantee that the CM/GC will fulfill the terms of the contract in accordance with the specifications, drawings, and other contract documents.

1.18 CONTRACT DOCUMENTS

The contract documents comprise the entire contract and its attached exhibits and addenda between the City and the CM/GC that are attached to this contract, are made part of this contract, and includes, but are not limited to, the following:

- (1) This Contract ("Basic Contract");
- (2) Exhibits;
- (3) Any valid modifications or Amendments to this Contract issued after its execution of this Contract, and any Amendments to the foregoing;
- (5) Certificates of insurance;
- (6) Notice of Award and/or Notice to Proceed;
- (7) The conditions of this Contract (general, special, supplementary, and other);
- (8) Drawings;
- (9) Project specifications;
- (10) Written interpretations;
- (11) Change orders;
- (12) Project manuals; and
- (13) Addenda (including RSQs, RFPs and Consultant's responses to RFPs) issued before the execution of this Contract.

1.19 CONTRACT PRICE

The total monies payable to the CM/GC under the contract documents for a project.

1.20 CONTRACT TIME

The number of consecutive days of the contract for the completion of the work.

1.21 CONTRACTOR

The person or entity qualified to perform work pursuant to Florida Statutes §489.105, under the Project and who is registered and licensed under the Florida Department of Business and Professional Regulation and in compliance with local laws or ordinances, other than a materialman or laborer, who enters into a contract with the City for improving real property in accordance with the Contract Documents.

1.22 CM/GC PROJECT MANAGER OR PROJECT MANAGER

The individual responsible for the day-to-day administration of the project for the CM/GC.

1.23 CM/GC'S RELEASE

A document wherein the CM/GC acknowledges receipt of full and final payment from the City in complete satisfaction of all the City's obligations under the contract and which releases and discharges City and the architect/engineer from all claims and demands arising from the work performed pursuant to the contract documents.

1.24 CITY

Shall mean the City of DeBary, Florida.

1.25 CITY PROJECT MANAGER OR PROJECT MANAGER

The City employee or authorized representative of the architect/engineer who is assigned to the Project and is responsible for the day-to-day administration of the Project for the City. The City may change the project manager at any time by providing notice to the CM/GC.

1.26 CITY REPRESENTATIVE

Also known as the Owner's representative who is the City Engineer or person designated by the City to review, approve and make decisions regarding the scope of work.

1.27 DAY

A calendar day of twenty-four hours measured from midnight to the next midnight.

1.28 DELIVERABLE

The result(s) or end products or services of a Project that meet the defined design or construction specifications, warranties, and functional parameters articulated in the Scope of Work for this Contract which, e.g., include but are not limited to: design drawings\specifications, structures, equipment, machinery, studies, reports, written documentation, training, systems or processes.

1.29 DIRECT LABOR COST

Represent those actual costs, exclusive of overhead and profit, reasonably and necessarily incurred and paid by the CM/GC in the construction performance phase services 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 the Contract Documents.

1.30 DRAWINGS/PLANS

The official approved drawings or plans or exact reproductions thereof, which have been prepared and signed and sealed by an architect/engineer, which show the location, character, dimensions, and details of the work to be done and which are considered as part of the Contract Documents.

1.31 EFFECTIVE DATE

The date that this Contract, Addendum, Amendment, Modification is fully executed by CM/GC and the City.

1.32 ENGINEER OF RECORD

The professional engineer or engineering firm contracted or employed by the City and registered in the State of Florida who develops criteria and concept for the work, performs the analysis and is responsible for the preparation of the plans and specifications. The engineer of record may be City in-house staff, or a consultant retained by the City.

1.33 EQUIPMENT

The machinery and equipment, together with the necessary supplies for maintenance, including the tools and apparatus necessary for the proper construction and acceptable completion of the work.

1.34 FIELD ORDER

A written instrument issued by the City to the CM/GC, which clarifies or interprets the drawings and technical specifications, and/or orders minor variations in the work, as opposed to a change in the work, and which does not involve an adjustment in contract price or time.

1.35 FIRM

Any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

1.36 FORCE ACCOUNT WORK

Work performed in addition to that set forth in the original contract or in supplemental contracts or change orders, and which is paid for on the basis of actual cost of materials and labor, plus a fixed percentage of such costs.

1.37 GUARANTEED MAXIMUM PRICE (GMP)

Guaranteed Maximum Price shall represent CM/GC's guaranteed offer to the City of the maximum price for which it will construct the Project as represented in the Design Documents, including a fee for CM/GC's services. There shall be two separate GMP's provided pursuant to this Contract: one to construct only the utility administration building improvements; and one to construct only the wastewater treatment plant expansion and improvements.

1.38 IMPROVEMENT

Any building, structure, construction, demolition, excavation, solid-waste removal, landscaping, or any part thereof existing, built, erected, placed, made, or done on land or other real property for its permanent benefit.

1.39 LABORER

Any person other than an architect, landscape architect, engineer, surveyor and mapper, and the like who, under properly authorized contract, personally performs on the site of the improvement labor or services for improving real property and does not furnish materials or labor service of others.

1.40 LUMP SUM

A pay item within the contract documents, which is paid without regard to quantities or unit of measure.

1.41 MATERIALMAN

Any person who furnishes materials under contract to the owner, CM/GC, Subcontractor, or Sub-subcontractor on the site of the improvement or for direct delivery to the site of the improvement or, for specially fabricated materials, off the site of the improvement for the particular improvement, and who performs no labor in the installation thereof.

1.42 MATERIALS

Any substance used in connection with the construction of any structure, facility, or appurtenance, or of other work under the contract.

1.43 MODIFICATON

A written amendment to the Contract Documents approved by the City and signed by the Contractor and the City or City's designated representative(s) (including the CM/GC and/or A/E) which includes but is not limited to, Addenda, Amendments, Change Orders or Field Orders.

1.44 NOTICE TO PROCEED (NTP)

The official letter from the City to the CM/GC establishing a date on which the Work will commence.

1.45 ORIGINAL EXPIRATION DATE

The date that this Contract was originally intended to expire excluding any extensions or renewals of this Contract for a time certain.

1.46 OWNERS

The owner is the City of DeBary for whom all Work or Services under the contract documents are performed by the CM/GC.

1.47 CONSTRUCTION PHASE CONTRACT (this term intentionally not listed in alphabetical order)

The fixed capital outlay for Construction Performance Phase Services for either or both the utility administration building improvements and the wastewater treatment plant expansion and improvements, which shall be performed in accordance with the Contract Documents.

1.48 PAYMENT BOND

A bond, which assures payments, as required by law, to all persons supplying labor or material for the completion of work under the contract.

1.49 PENAL SUM

The amount in which a bond is issued is called the “penal sum,” or the “penalty amount,” of the bond.

1.50 PERFORMANCE BOND

A bond given by a surety on behalf of the CM/GC to ensure the timely performance of the SOW of this Contract.

1.51 PERSON

The word “person” shall mean and includes any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or otherwise, and any combination of individuals or “persons.”

1.52 PRE-CONSTRUCTION CONFERENCE

The meeting of all the parties involved with the planning and execution of the construction of the project.

1.53 PRINCIPAL

When used in the bid bond, the word “principal” means the same as the word “bidder.” When used in the performance and payment bonds, the word “principal” means the same as the word “CM/GC.”

1.54 PROJECT

1.54.1 Fixed capital outlay study or planning activity described in the public notice of the City which includes the entire Scope of Work which shall be performed in accordance with the Contract Documents. A Project may include:

1.54.1.1 A grouping of minor construction, rehabilitation, or renovation activities.

1.54.1.2 A grouping of substantially similar construction, rehabilitation, or renovation activities.

1.54.1.3 The entire work to be performed pursuant to the Contract Documents.

1.55 PROPOSAL

The document submitted by the CM/GC in response to a formal solicitation used to determine if the CM/GC is highly qualified.

1.56 PROVIDE

To furnish, install, complete, and have ready to use.

1.57 PROVIDED

As used in the specifications or upon the drawings provided shall mean, "furnished and installed." Where as shown, as indicated, as detailed or words of similar import are used, it shall be understood that references to the drawings and/or specifications accompanying these documents are intended unless otherwise expressly stated.

1.58 REQUEST FOR INFORMATION (RFI)

Prospective Bidders', CM/GCs' or Consultants' inquiries for information.

1.59 RESIDENT PROJECT REPRESENTATIVE

An employee of the City or an authorized representative of the architect/engineer who is assigned to the project and is responsible for overseeing that the work is constructed in accordance with the requirements of the drawings and specifications.

1.60 SCOPE OF SERVICES/WORK

The general services/work, herein defined in this Contract, including responsibility for performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents.

1.61 SHOP DRAWINGS

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

1.62 SPECIFICATIONS

The document or Scope of Work that establishes the material and performance requirements of goods and services.

1.63 STATE

State of Florida.

1.64 SUBCONTRACTOR

A person other than a materialman or laborer who enters into a contract with a General Contractor for the performance of any part of the contract documents.

1.65 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.

1.66 SUBSTANTIAL COMPLETION (CONSTRUCTION)

The date in which the construction of the project, or specified part thereof, of any

substantial nature has been completed, as certified by the architect/engineer in accordance with the contract documents, so that the project, or specified part, can be utilized for the purposes for which it was intended. If the City has authorized a person, firm, or corporation, other than the architect/engineer, to act as City's representative, then such City's representative shall certify the completion date and when the project is substantially completed.

1.67 SURETY

An individual or corporation legally liable for the debt, default, or failure of a principal to satisfy the obligations of a contract.

1.68 SUPERINTENDENT

The CM/GC's authorized executive representative responsible for the work at all times.

1.69 TRADE CONTRACTOR

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

1.70 WORK

Any and all obligations, services, duties, and responsibilities necessary to the successful completion of the Project including supplying and installing of all labor, materials, equipment and other incidentals related thereto.

ARTICLE 2

PURPOSE AND INTENT, CONTRACT DOCUMENTS

2.0 The primary purpose and intent of this Contract is to secure for the City the services of a firm thoroughly experienced and highly qualified in both the "hands-on" construction methods and techniques, as well as the efficient management of construction operations to provide technical consultation on the Project; to determine the cost of constructing each component of the Project and the associated contingency funds required, thereby arriving at the estimated Project Budget and ultimately establish the Guaranteed Maximum Price, hereinafter referred to as the "GMP," to schedule the Project efficiently for construction phases and prepare the Project Schedule such that the Project will be ready for occupancy at the earliest practical date; and to review the design documents of the Project with the design professionals and advise upon the most efficient use of materials and construction methods to be employed for achieving quality construction at the least cost.

2.0.1 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.

- 2.0.2** Upon notice that the City elects to proceed with the Construction Performance Phase Services for the Fire Station #39 project (hereinafter referred to as "Construction Phase Contract"), 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 the Construction Phase Contract.
- 2.0.3** The CM/GC shall provide the insurance and bonding for the Project as required in Article 6 and shall be reimbursed the cost in accordance with Article 3, section 3.11.2.5, hereunder.

2.1 EXHIBITS

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

- 2.1.1.1** Exhibit "A" – Scope of Services
- 2.1.1.3.** Exhibit "D" – Insurance Requirements

2.2 AUTHORITY FOR CONTRACTING

2.2.1 By executing this Contract, the CM/GC represents that it has visited the 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 CM/GC shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation:

- 2.2.1.1** The location, conditions, layout and nature of the Project site and surrounding areas,
- 2.2.1.2** Anticipated labor supply and costs,
- 2.2.1.3** Availability and cost of materials, tools, equipment, and other similar issues, and,
- 2.2.1.4** 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.

2.2.2 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, unless otherwise authorized by the City. 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. Such approval shall not be construed as constituting a contract between the City and any such person or firm.

- 2.2.3 If the parties hereto enter into a subsequent Contract specifically modifying this Contract between City and CM/GC, it is expressly agreed that such modification will take precedence over this Contract to the extent of such modification only.
- 2.2.4 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 will be as binding as if required by all.
- 2.2.5 Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable there from as being necessary to produce the intended results.
- 2.2.6 Words and abbreviations that have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- 2.2.7 The organization of the Technical Specifications into divisions, sections, and articles, and the arrangement of Drawings will 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.
- 2.2.8 **Order of Precedence.** 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 will be given precedence in the following order:
 - 2.2.8.1 Modifications to the Contract
 - 2.2.8.2 This Contract between the City and CM/GC
 - 2.2.8.3 Addenda or Exhibits to this Contract
 - 2.2.8.4 Detailed (Technical) Specifications
 - 2.2.8.5 Project Plans (Drawings)
 - 2.2.8.6 Procedures for Advertising, Pre-Qualification, Bidding and Contract Award for Trade Contracts
 - 2.2.8.7 Bonds and Guaranties
- 2.2.9 In the case of conflicts between drawings or between provisions of the specifications, the more detailed or specific of the conflicting provisions or representations will 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.
- 2.2.10 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 will be deemed to have estimated on, and agreed to provide, the greater quantity or better quality of materials and work unless he has, 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 3

CONSTRUCTION MANAGER/GENERAL CONTRACTOR'S SERVICES

- 3.0 Review of Plans and Specifications.** The CM/GC shall review all plans and specifications and advise on site, foundation, building systems, materials and equipment, construction feasibility, availability of labor and materials, time requirements for procurement, installation and construction relative costs, and provide recommendations for economies as appropriate. Technical consultation to the A/E and its professional disciplines shall not infringe upon the design responsibility of those disciplines. The CM/GC shall make recommendations relating to the cost, constructability and other such technical and economical characteristics of a particular design or material selection; however, if such recommendations are accepted for incorporation into the Project, their application with regard to structural stability and life safety shall be the responsibility of the A/E. The CM/GC will not be assigned responsibilities that duplicate those assigned in the design professionals' contract for A/E services.
- 3.1 Technical Proposals.** The CM/GC shall review performance specifications, consult with the A/E on the structuring of requests for proposals for the procurement and installation of technical systems and components of the Project and verify their availability. The CM/GC shall be responsible for coordinating w/ the City regarding its procurement procedures in issuing requests for proposals to qualified sources and receiving proposals.
- 3.2 Cost Consultation.** The CM/GC shall provide a continuous cost consultation service for the duration of this Contract. The CM/GC shall prepare solicitation and purchasing documents and be responsible for all procurement and construction cost estimates. The CM/GC shall prepare final cost estimates for all early procurement of equipment and materials; for all building systems and components; and for all construction labor. The CM/GC shall notify the City when, in its opinion, the estimated construction cost will exceed the GMP and at any time the anticipated completion date will exceed the approved scheduled completion.
- 3.3 Value Engineering.** The CM/GC shall review the plans and specifications as prepared by the Consultant and perform value engineering services. The City Representative, the Consultant and the CM/GC shall review the proposed changes, and the City shall determine which of those changes will be incorporated into the plans and specifications. As an optional service, not included in the cost of this Contract, the CM/GC may be called upon to develop these changes into drawing formats generally compatible with the existing plans and specifications. The fee for this optional work will be determined when required and as mutually agreed upon by the City and the CM/GC.
- 3.4 Long Lead Time Procurement.** The CM/GC shall identify, recommend for purchase, and expedite the procurement of equipment, materials, and supplies that require long lead time for procurement or manufacture.
- 3.5 Construction Documents.** The CM/GC shall make recommendations to the City and the Consultant regarding the division of Work into separate bid packages to affect economy and permit phasing of procurement and construction. Consideration must be given to such factors as type and scope of work, time of performance, availability of labor and materials, community relations, factory versus on-site production costs, shipping costs and size limitations, building code restrictions, local ordinances requirements, and other limiting factors.
- 3.6 Trade Work Coordination.** CM/GC shall review and analyze the plans, specifications, and schedules for the Project and make the necessary recommendations to minimize conflict and overlap of jurisdiction between Trade Contractors.

- 3.7 Project Site Facilities.** The CM/GC shall review the Plans and Specifications to ensure that they provide for all necessary temporary facilities required for the performance, management, inspection, and supervision of the Work.
- 3.8 Bidding Documents and Advertisement for Bids.** The CM/GC shall, in collaboration with the A/E, review all design documents, divide the Work in bid packages, and assemble complete bid data, including copies of plans and specifications provided by the A/E, so as to achieve maximum competition among qualified bidders to obtain the most reasonable price for good quality work. The CM/GC shall prepare invitation for bids describing each package clearly, accurately, and in sufficient detail to inform prospective bidders of the nature and scope of the work, including instructions for submitting qualifications. The CM/GC shall also prepare a list of potential bidders for the various portions of the Work for review with the City, verify references and previous performance of potential bidders, and review all such findings with appropriate representatives of the City. The procedure for advertising, pre-qualification, bidding, and awarding trade contracts must be agreed upon by the City and the CM/GC.
- 3.9 Obtaining Competitive Bids.** 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 and attract 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 using 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, the CM/GC will 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 the laws and regulations of various governmental agencies having jurisdiction over the Project (i.e., Public Entity Crimes law, etc.) 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 should be avoided. Specific instructions stating clearly whether bonding is required or not must be included with each bid package.
- 3.9.1** The CM/GC shall also: (i) solicit competitive bids on appropriate bidding packages from qualified Trade Contractors; (ii) analyze and evaluate the bids received and their relationship to budgeted amounts and prepare for review with the City bid tabulation and such other supporting data as necessary to properly compare the bids and their responsiveness to the desired scope of work; (iii) 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; (iv) prepare and submit written recommendations to the City for award of trade contracts; (v) award and execute trade contracts with the successful bidders; and (v) provide to the City copies of fully executed trade contracts, insurance certificates and bonds.
- 3.9.2** If the City has 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.
- 3.9.3** All permanent construction for the Project must 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. In particular, the CM/GC shall avoid

bidding work in competition with bidding Trade Contractors. Neither the CM/GC nor any firm in which a principal stockholder or member of the CM/GC's firm has a financial interest, may, during the term of the Contract, make or cause to be made any bid for construction work on the Project. Notwithstanding the foregoing and upon City's written approval, the CM/GC may perform with its own employees work of a Trade Contractor who fails to perform in accordance with the provisions of its trade contract or if CM/GC's performance of some portions of the Work will result in cost savings to the City.

3.10 Management Control System. The CM/GC shall initiate and, upon execution of Construction Phase Contract, of the Contract, activate a management control system (MCS) as an integral part of the Project Control System, using both manual and automated procedures to support functions such as planning, organizing, scheduling, budgeting, reporting construction progress and expenditures, accounting, documentation, identifying variances and problems, and facilitating decision making. The data provided by the MCS must be timely, must be responsive to the needs of management at all levels, and must be fully capable of providing a sound basis for managing the construction of the Project.

3.10.1 Subsystems of MCS. The Management Control System must incorporate three major subsystems for use in meeting the objectives of the City for timely completion, economy, and quality. Upon execution of the Construction Phase Contract, the CM/GC shall provide the services, facilities, and support equipment necessary to implement the MCS for the entire duration of the construction phase.

3.10.2 Planning and Progress Monitoring Subsystem. The CM/GC shall prepare a schedule that integrates the projected activities of the CM/GC, the A/E, and the City particularly as they relate to the value engineering effort and the preparation of the GMP. The CM/GC shall produce a preliminary construction schedule for review and approval by the City. The CM/GC shall prepare a final construction schedule incorporating changes required as a result of the City's review. This schedule shall be based on the Critical Path Method (CPM) and shall be updated and included in monthly progress reports.

3.10.3 Budget Control and Accounting Subsystem. The CM/GC shall provide for the periodic inclusion of approved change orders in the original budget. The new budget figure will be identified as the "current working estimate." The CM/GC shall also identify variances between "current working estimate" and the original budget and report them promptly to the City.

3.10.4 Documentation and Historical Subsystem. The CM/GC shall provide documentation of all changes made in the original schedule and original budget so that complete traceability is maintained between the original plan (schedule and budget) and the latest approved plan.

3.10.5 Reports. The MCS, when fully implemented, will generate reports necessary for effective control of the overall construction program. Reports will be provided to management in summary form. Reports will also be provided to subordinate levels of management in sufficient detail consistent with their respective requirements and responsibilities.

3.10.5 Preparation of the Guaranteed Maximum Price (GMP). The CM/GC shall prepare and submit for City's approval an itemized GMP to construct Fire Station #39, each clearly summarizing the cost for each component of the Work as it was packaged and bid and establishing the amount of contingency funds required. Upon contract of the City and CM/GC on the GMP, the detailed itemization of costs, prices and supporting data comprising the selected GMP will be incorporated as Exhibit "A" in the Construction

Phase Contract to be executed by the City and CM/GC. The GMP shall represent CM/GC's guaranteed offer to the City of the maximum price for which it will construct the Project, as represented in the design documents, including a fee for CM/GC's services. During the construction phase, the GMP will be subject to modification for changes in the Construction Documents approved by the City and for additional costs arising from delays caused by persons, entities, events or circumstances entirely beyond the control of the CM/GC as provided in Construction Phase Contract. The Plans and Specifications, the Site Plan and Survey, and all soil and subsurface investigations upon which the GMP is established must be identified in the Construction Phase Contract as Exhibit "B" thereto. The GMP shall be the sum of the following:

3.10.6 Direct Labor Cost. This category of expenses includes (provided the GMP is not exceeded) and is limited to the following cost items:

3.10.6.1 Wages and employee benefits, as may be payable, paid for labor and Project site supervisory and office employees in the direct employ of the CM/GC and which are used for performing the Contract work;

3.10.6.2 Travel and lodging expenses of CM/GC's officers or employees incurred in the discharge of duties connected with the Project in accordance with the City of DeBary's Travel Reimbursement policy. Relocation costs of CM/GC's employees in connection with this Project are not reimbursable.

3.10.7 Cost of the Work. The Cost of the Work shall include, without limitation, the cost items set forth as follows:

3.10.7.1 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;

3.10.7.2 Payments made by the CM/GC to its Trade Contractors for work performed for the Project under trade contracts;

3.10.7.3 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 does not include the cost of materials, supplies, equipment, temporary facilities, and hand tools furnished by Trade Contractors as part of their trade work which must be incorporated in the trade contracts cost;

3.10.7.4 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;

3.10.7.5 Actual cost, without mark-up, of the premium for all insurance and bonds that the CM/GC is required to provide pursuant to this Contract;

3.10.7.6 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;

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;

- 3.10.7.7** Losses, expenses, or damages to the extent not compensated by insurance or otherwise, including settlement made with the written approval of the City;
- 3.10.7.8** The cost of corrective work (within the GMP limit);
- 3.10.7.9** Minor expenses such as telegrams, long-distance telephone calls, telephone service at the Project site, postage, office supplies, and similar items;
- 3.10.7.10** Cost of debris and trash removal including daily cleanup;
- 3.10.7.11** Cost of final cleanup prior to occupancy including window washing, dusting of all surfaces, carpet cleaning and vacuuming, floor polishing, fixture cleaning etc;
- 3.10.7.12** Cost related to emergencies affecting the safety of persons and loss of property;
- 3.10.7.13** 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 may not be included in the Cost of the Work;
- 3.10.7.14** 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 other similar items;
- 3.10.7.15** Cost of watchmen or similar security services to secure the project site and materials and equipment;
- 3.10.7.16** Cost of survey, measurement, and layout work required for the proper execution of the Work;
- 3.10.7.17** 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;
- 3.10.7.18** Cost of preparation of shop drawings, coordination drawings, photographs, and "as-built" documentation;
- 3.10.7.19** Cost of data processing, computerized scheduling and document reproduction services required in the performance of the Work; and
- 3.10.7.20** Costs incurred during the warranty period after completion of the Project (within the GMP limit).

3.10.8 CM/GC's Fee. The City and the CM/GC hereby agree that the CM/GC's fee may not exceed (8.0%) of the "Direct Labor Cost" and "Cost of the Work" (See Sections 3.10.6 and 3.10.7,

above). The intent and purpose of the GMP is to establish a maximum not-to-exceed price for the total Contract price, not a maximum price for line items, which line items are subject to adjustment by the CM/GC, as approved by the A/E and the City, provided that such adjustments do not cumulatively exceed this Contract's GMP. The CM/GC fee shall include the following:

- 3.10.8.1** Salaries or other compensation of CM/GC's employees at the principal office and branch offices, except employees listed in Section 3.10.6 *supra*;
- 3.10.8.2** General administrative and operating expenses of CM/GC's principal and branch offices other than the Project site office;
- 3.10.8.3** Any part of CM/GC's capital expenses, including interest on CM/GC's capital employed for the Project, if any;
- 3.10.8.4** Overhead and any other costs incurred by the CM/GC in the performance of the Contract; and,
- 3.10.8.5** Cost in excess of the Guaranteed Maximum Price, if any is incurred.

3.10.9 Adjustments of the Fee shall be made only as follows:

- 3.10.9.1** For approved changes in the Work (additional), an increase to the fee in an equitable amount to be included in the Change Order.
- 3.10.9.2** If the CM/GC is placed in charge of the reconstruction of any insured or uninsured loss, the fee will be increased in the same proportion as set forth in Section 3.10.8.

3.10.10 The GMP includes only those taxes that are legally enacted at the time the GMP is established. Taxes included in the GMP must be indexed and identified by category of tax so that the City may insure that the tax exemptions applicable to City are excluded from the GMP.

3.10.11 The value included in the GMP for General Conditions and supervision will be defined as a fixed amount and agreed upon by the City and the CM/GC at the time the GMP is accepted by the City. All cost savings, if any, must be returned to the City as part of the net aggregate savings established at the time the final accounting is submitted upon completion of the Work.

3.10.12 Exclusions. The GMP may not include such Project expenses as cost of site, professional design fees, or moveable equipment and furnishings.

ARTICLE 4

TIME FOR PERFORMANCE

4.0 The CM/GC shall submit its first estimate of the GMP as described in Section 3.11 to the City for review within forty-five (45) days of receipt of all design documents. Based upon this estimate, the CM/GC and the City will collaborate to resolve any budget estimate differences in order to reach a GMP satisfactory to both the CM/GC and the City. Such action by the CM/GC and the City must be accomplished within a maximum of twenty-one (21) days of submission of the GMP

unless additional time is mutually agreed to in writing. Approval of the GMP may not be unreasonably withheld.

ARTICLE 5

EXECUTION OF CONSTRUCTION PHASE CONTRACT, CONSTRUCTION PERFORMANCE PHASE SERVICES

- 5.0** Upon the City's timely approval of the GMP as provided under Section 4.0 *supra*, the CM/GC agrees to enter into the Construction Phase Contract on the basis of the proposed GMP as provided in Section 4.0 *supra*.
- 5.1** During the performance of this Contract and the Construction Phase Contract when it is entered into by City and CM/GC, the CM/GC is not and may not be considered or deemed to be an employee of the City or the City's agent. The CM/GC shall perform its services and duties consistently with such status and will make no claim or demand for any right or privilege applicable to an officer or employee of the City, including, but not limited to, workman's compensation, disability benefits, accident or health insurance, unemployment insurance, social security or retirement membership.

ARTICLE 6

INSURANCE AND BONDING

6.0 INSURANCE REQUIREMENTS.

6.0.1 Required Types of Insurance. The CM/GC 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 "D," in the form and from companies satisfactory to the City.

6.1 Bonding Requirements

6.1.1 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.

6.1.2 The performance and payment bonds must 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.

6.1.3 Qualification of Sureties. The following requirements shall be met by surety companies furnishing performance, payment or any other type of bonds:

6.1.3.1 The surety shall be rated "A+" or better on the Financial Strength Rating (FSR), published by A. M. Best Company. Financial Strength Rating of companies providing insurance for the project shall be "A-" or better.

6.1.3.2 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."

6.1.3.3 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 7

CM/GC'S COMPENSATION FOR PRE-CONSTRUCTION SERVICES

7.0 The City will pay the CM/GC as total compensation for all pre-construction phase services required in this Contract, and as provided in Article 3 hereof, a fee of **FIFTY ONE THOUSAND FOUR HUNDRED EIGHTY ONE AND 00/100 (\$51,481.00) DOLLARS.**

7.1 Payments for services performed under this Contract and in accordance with the requirements of Article 3 hereof, will be made after receipt of properly executed requests for payment as follows:

7.1.1. The CM/GC shall submit to the City a monthly statement for services rendered to the date of statement accompanied by such supporting data as required by the City. Within twenty (20) business days and reviewed and approved by City representative if receipt by the City of the work for which the CM/GC has submitted the monthly statement, the CM/GC shall be paid the unpaid balance of any money due for work covered by said statement less any disputed amounts. The CM/GC shall be notified of disputed amounts within twenty (20) business days of the receipt of the statement. All payments made by City shall be subject to the Florida Prompt Payment Act (Part VII of Chapter 218, Florida Statutes).

7.1.2. Upon satisfactory completion by the CM/GC and acceptance by the City of all services

specified in Article 3 of this Contract, the CM/GC shall be paid the balance due under this Contract. Acceptance by the City shall be evidenced by the City's concurrence with a GMP and the execution of the Construction Phase Contract.

ARTICLE 8

TERMINATION

- 8.0 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.
- 8.1 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.
- 8.1.1** 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 approved by City Council prior to said assignment, 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 breaches a material provision of this Contract, then the City may, without prejudice to any right or remedy and after giving the CM/GC and its surety ten (10) days' written notice, during which period the GM/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 and undisputed portion of the Cost of Work incurred by CM/GC under Article 6A (subject to the GMP) up to the time of termination. 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 Section 8.1.1 in the event of termination under the terms therein.

8.2 Termination by the City for Convenience. If the City terminates this Contract other than pursuant to Section 8.1.1, 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 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 such termination of the Contract, the City shall further assume and become liable for the obligations, commitments and unsettled claims that the CM/GC has previously undertaken or incurred in good faith in connection with the Project. The CM/GC shall, as a condition of receiving the payments referred to in this Section 8.2, 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.

8.3 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, such as a declaration of a national emergency making material unavailable, 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 Section 8.1.1), then the CM/GC may, upon ten (10) days' written notice to the City and the Program Manager, 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 seven (7) 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 Section 8.3 in the event of termination under the terms therein.

ARTICLE 9

CLAIMS, DISPUTES, AND INDEMNIFICATION

9.0 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:

9.0.1 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 9, and

9.0.2 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.

9.0.3 The City shall respond to the claim within twenty (20) 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.

9.0.4 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 may be deemed as a waiver of immunity or limits of liability of the City beyond any statutorily 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, may not exceed the dollar amount set by the legislature for tort. Nothing in this Contract may 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.

9.1 Mediation.

9.1.1 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 Project Manager 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 indicated in Section 9.1.3 below.

9.1.2 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 ten (10) days, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party’s Project Manager or designated representative, as the case may be, of the other party in writing (“Dispute Notice”) in order to resolve such dispute.

9.1.3 Upon issuance of a Dispute Notice, the Project Managers or designated representative(s) shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers or designated representative(s) shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative(s) within ten (10) business days, the Project Managers or designated representative(s) shall escalate the dispute as indicated below.

Business Days	CM/GC’s Representative	City Representative
10	Project Executive Manager	Project Manager
20	CM/GC’s COO or President	City Manager

9.2 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.

- 9.3** 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 on undisputed pay requests or invoices to the CM/GC in accordance with the provisions of this Contract.
- 9.4** All claims, disputes and other litigation shall be determined under the judicial system of the State of Florida. Venue for litigation will be exclusively in Volusia County, Florida, unless suit is brought in federal court, in which case, venue will lie in the Middle District of Florida, Orlando Division.
- 9.5** **Truth in Negotiation.** CM/GC's signature on this Contract acts 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 the CM/GC has disclosed to the City prior to the execution of this Contract all debts, fees, or obligations owed to or pending before the City.
- 9.6** **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, volunteers, and any party with whom the City has agreed by contract to provide additional insured status and the State of Florida, including its officers and employees, 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, agents, employees, or any persons employed or utilized by the CM/GC in the performance of the CM/GC's obligations or services under this Contract. Such obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exhaust as to a party or person describe in this Contract.
- 9.6.1** In all claims against 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.
- 9.6.2** 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.
- 9.6.3** The indemnification requirements stated in subsection 9.6 and 9.6.1 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.
- 9.6.4** If this Agreement constitutes a contract subject to the limitations of § 725.06 or § 725.08, Florida Statutes, any indemnification provision contained herein will be

deemed or otherwise interpreted to provide the maximum indemnification allowed by such statute and require the CM/GC to indemnify and hold harmless the City, including its 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, or intentional wrongful misconduct of the CM/GC and persons employed or utilized by CM/GC in the performance of this Agreement. Furthermore, if (and only if) applicable law requires that there be a maximum monetary limit of indemnification for which CM/GC is responsible so that any such indemnification provision remains enforceable, such limit for any indemnification provision(s) contained within this Agreement or the Original Government Contract is two million dollars (\$2,000,000) per occurrence, which the City and Vendor agree bears a commercially reasonable relationship to this Agreement and the work and services to be performed hereunder.

ARTICLE 10

MISCELLANEOUS

- 10.0 Force Majeure.** Neither party will 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, pandemic, 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:
- 10.0.1** Upon the occurrence of Force Majeure Event, the non-performing party will 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.
 - 10.0.2** 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 must 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.
 - 10.0.3** In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work will 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. Additionally, the CM/GC will be entitled to reasonable compensation for any additional compensable project costs and expenses directly resulting from the Force Majeure Event, subject to the City's verification of such costs via documentation and mutual agreement between the parties.

10.1 Claims Notice. The CM/GC shall timely report in writing to the City's Director of Risk Management any incident it believes might result in claims under any of the coverages mentioned herein.

Name: Carmen Rosamonda, City Manager
Address: 16 Colomba Road
DeBary, Florida 32713
Telephone: 386-601-0218
Email: crosamonda@debary.org

10.2 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.

10.3 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.

10.4 MBE. This Contract is entered into by the City and CM/GC pursuant to the minority business enterprise procurement goals under Section 287.09451, F.S.

10.5 Local Government Policies

10.5.1 Public Records Law. Pursuant to section 119.0701(2)(a), Florida Statutes, the City is required to provide CM/GC with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

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 386-601-0219 OR EMAIL AT AHATCH@DEBARY.ORG.

By entering into this Contract, CM/GC 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 CM/GC entering into a contract for services with the City is required to:

10.5.1.1 Keep and maintain public records required by the City to perform the services and work provided pursuant to this Contract.

- 10.5.1.2 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.
- 10.5.1.3 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 CM/GC does not transfer the records to the City.
- 10.5.1.4 Upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the CM/GC or keep and maintain public records required by the City to perform the service. If the CM/GC transfers all public records to the City upon completion of the Contract, the CM/GC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CM/GC keeps and maintains public records upon completion of the Contract, the CM/GC 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.
- 10.5.1.5 Requests to inspect or copy public records relating to the City's Contract for services must be made directly to the City. If CM/GC receives any such request, CM/GC shall instruct the requestor to contact the City. If the City does not possess the records requested, the City shall immediately notify the CM/GC of such request, and the CM/GC must provide the records to the City or otherwise allow the records to be inspected or copied within a reasonable time.
- 10.5.1.6 CM/GC 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.
- 10.5.1.7 CM/GC 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.

CM/GC shall indemnify, defend, and hold the City harmless for and against any and all claims, damage awards, and causes of action arising from the CM/GC's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by CM/GC'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. CM/GC authorizes City to seek declaratory, injunctive, or other appropriate relief against CM/GC from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

10.5.2 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.

10.5.3 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 § 166.241, Florida Statutes. If at any time funds are not appropriated for the Services and Deliverables provided or to be provided under this Contract, cancellation must 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 is not obligated to pay CM/GC under this Contract beyond the date of termination. CM/GC has no right to compel the City of DeBary Council to appropriate funds for any fiscal year to pay the compensation.

10.5.4 Prohibition Against Contingent Fees.

10.5.4.1 The CM/GC warrants that it 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 it 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.

10.5.4.2 Neither CM/GC, nor any parent or subsidiary corporation of CM/GC warrants 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 award of this Contract. For the breach or violation of this provision, City shall have the right to terminate this 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.

10.5.4.3 For the breach or violation of this section, 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.

10.5.5 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.

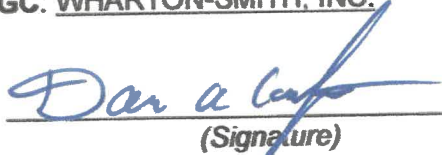
- 10.5.6 No Code Violation or Past Due Debt.** The CM/GC warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the City of DeBary Code of Ordinances, and does not owe the City any past due debt. Any breach of the foregoing warranty 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.
- 10.5.7 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.
- 10.5.8 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, City of DeBary, or municipalities when legally required and maintain same in full force and effect during the term of this Contract.
- 10.5.9 Drug Free Workplace.** The City of DeBary 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.
- 10.5.10 Background Checks.** CM/GC and its Trade Contractors understand that certain areas of the City's premises may not be available to CM/GC or Trade Contractor personnel without background checks and that such access may be required to perform the Services contemplated by this Contract.
- 10.5.11 Employment of Illegal Aliens.** CM/GC certifies that it does not knowingly or willing 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.
- 10.5.12 Nondiscrimination and Americans with Disabilities Act.** CM/GC may 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.

- 10.5.13** 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 Clerk at 386-601-0219 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 City Clerk.
- 10.5.14 E-VERIFY.** The CM/GC 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 CM/GC on or after the effective date of this Contract and thereafter during the remaining term of the Contract, including sub-contractors. Any sub-contract entered into by CM/GC with any sub-contractor performing work under this contract shall include the following language: "The Sub-Contractor 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 CM/GC on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The CM/GC covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Contract and CM/GC 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.
- 10.5.15 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 attorney's fees relating to any dispute arising under this Contract.
- 10.5.16 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.
- 10.5.17 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.
- 10.5.18 Scrutinized Companies, FL Statue Section 287.135 and 215.473.** CM/GC 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, CM/GC must also certify that CM/GC 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. CM/GC must have submitted the certification form with their response to City Solicitation 20- SQ-118IF. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the CM/GC of the City's determination concerning the false certification. The CM/GC 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 CM/GC 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 CM/GC 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.

IN WITNESS WHEREOF, the parties have made and executed this Contract for DeLeon Springs Utility Extensions, Part A, the day and year below written.

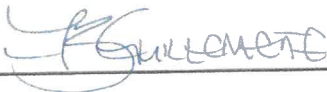
CM/GC: WHARTON-SMITH, INC.

BY: 
(Signature)

BY: Darin A. Crafton, Chief Operating Officer - Commercial
Corporate Officer & Title

Date: 1/12/2024



ATTEST: 

Date: 1/12/2024

City of DeBary

B: _____
Karen Chasez
Mayor – Seat 5

ATTEST:

Annette Hatch, MMC, City Clerk

APPROVED AS TO FORM AND LEGALITY:

A. Kurt Ardaman, City Attorney

and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the parties have made and executed this Contract for DeLeon Springs Utility Extensions, Part A, the day and year below written.

CM/GC: WHARTON-SMITH, INC.

(SEAL)

BY: _____
(Signature)

BY: _____
Corporate Officer & Title

Date: _____

ATTEST: _____ Date: _____



City of DeBary

B: Karen Chasz
Karen Chasz
Mayor – Seat 5

ATTEST:

Annette Hatch
Annette Hatch, MMC, City Clerk

APPROVED AS TO FORM AND LEGALITY:

A. Kurt Ardaman
A. Kurt Ardaman, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Preconstruction Phase Services:

- Prepare submit and negotiate with City pre-construction management price proposals for cost of pre-construction services.
- Attend Project Meetings
- Work side by side with the city project manager, city staff and the architect/ engineer consultant throughout
- Submit GMP estimate, critical path method calendar schedules and reports at phased levels of completion
- Solicit and evaluate subcontractor qualifications
- Solicit, schedule and lead pre-bid meetings
- Prepare subcontract bid packages utilizing the architect/ engineer consultant drawings and specification
- Solicit and evaluate subcontract bids
- Develop bid alternates and value engineering options to meet established construction budget
- Prepare guaranteed maximum price(s)(GMP)

EXHIBIT D
INSURANCE REQUIREMENTS

1. Required Types of Insurance

The CM/GC shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the City. The CM/GC shall review the additional requirements in this Exhibit and ensure that the insurance policies comply with the specific terms and conditions therein.

- A. **General.** For the purposes of indemnification of the City or an endorsement or insurance coverage under this Agreement/Contract under which the City is a “named insured”, “additional named insured”, or “additional insured”, the term “City” includes the City of DeBary, 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.
- B. **Claims Made Basis Insurance Policies.** All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. For any Claims Made policies acquired by the CM/GC in connection with this Project, the CM/GC shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The CM/GC’s purchase of the SERP shall not relieve the CM/GC of the obligation to provide replacement coverage. In addition, the CM/GC shall require the carrier immediately inform the CM/GC, the City’s Risk Manager, and the City’s procurement department of any contractual obligations that may alter its professional liability coverage under the Agreement.
- C. **Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis.** Under all insurance policies where the City is required to be an additional insured, the coverage and limits provided to the City under CM/GC’s insurance policies shall be at least the limits required herein or the CM/GC’s actual limits, whichever is higher. All coverage provided to the City as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the City with any other insurance available to the City. The CM/GC shall utilize ISO Form CG 20 38 04 13 or equivalent to provide additional insured status to the City and any party to whom the City is contractually bound to provide additional insured status under a commercial general liability policy.

- D. **Pollution Coverage.** If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.
- E. **Commercial General Liability Insurance.** The CM/GC shall acquire and maintain Commercial General Liability insurance, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate. CM/GC may not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance must be issued on an occurrence basis and include coverage for the CM/GC's operations, independent contractors, subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the CM/GC or by any of its subcontractors arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the CM/GC's Agreement to indemnify, defend and hold harmless the City as provided in the Agreement. The commercial general liability policy shall provide coverage to City when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, independent contractors, Property of City in Contractor's Care, Custody or Control or Property of City on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When City is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If City has agreed by separate contract to require CM/GC to name another party as an additional insured, CM/GC shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. CM/GC shall require its subcontractors performing work under this Agreement to add the City and any other party that the City has agreed by separate contract to require CM/GC to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the City

and any other party required by this Agreement to be named as an additional insured. The commercial general liability policy shall be provided on a project or location specific basis for the location or project site where the work or services are to be performed under the Agreement. In the alternative, the commercial general liability policy shall be endorsed to provide the designated aggregate per location endorsement or equivalent on a form approved or requested by the City's Risk Manager.

- F. **Motor Vehicle Liability.** The CM/GC shall secure and maintain during the term of the Agreement motor vehicle coverage in the combined single limit of one million dollars (\$1,000,000) with "Any Auto", Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The City shall be added as an additional insured under this policy.
- G. **Professional Liability.** The CM/GC shall ensure that it secures and maintains, during the term of the Agreement, Professional Liability insurance with limits of no less than the combined single limit amount of one million dollars (\$1,000,000) in respect only to the project(s) contemplated by the Agreement. Such policy shall cover all the CM/GC's and its subcontractors' professional liabilities whether occasioned by the CM/GC or its subcontractors, or its agents or employees [and broad enough to include errors and omissions specific to CM/GC's professional liability for direct and contingent design errors and Architect's/Engineers professional liability with no exclusions for design-build work]. The City shall be an additional insured under this policy when required in Figure 1.
- H. **Primary and Excess Coverage.** Any insurance required may be provided by primary and excess insurance policies.

2. Insurance Requirements

- A. General Requirements.
 - i. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
 - ii. Approval by City of any policy of insurance shall not relieve CM/GC from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the CM/GC or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.
 - iii. Waiver of Subrogation. The CM/GC hereby waives all rights

against the City and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The CM/GC shall require similar waivers from all its Subcontractors. CM/GC's insurance policies shall include a waiver of subrogation in favor of the City. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).

- iv. City Not Liable for Paying Deductibles. For all insurance required by CM/GC, the City shall not be responsible or liable for paying deductibles for any claim arising out of or related to the CM/GC's business or any Subcontractor performing work or services on behalf of the CM/GC or for the CM/GC's benefit under the Agreement.
- v. Cancellation Notices. During the term of the Agreement, CM/GC shall be responsible for promptly advising and providing the City's Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the City under the Agreement within two (2) business days of receipt of such notice or change.
- vi. Deductibles. If the CM/GC maintains and administers a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit a request to be considered as meeting the insurance requirements of this Agreement. The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the City will request more specific information, which must be provided by the CM/GC. The City's Risk Manager will review the information submitted and determine whether the program is acceptable to the City. If the CM/GC has no formal risk management program in place to manage and fund deductibles or self-insured retentions, then the program is ineligible for consideration. Subject to City approval, CM/GC may obtain a letter of credit in the amount equivalent to the deductible, which must remain in effect during the term of the Agreement at no additional cost to the City.

3. Proof of Insurance

- A. The CM/GC shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
- B. The CM/GC shall furnish proof of insurance acceptable to the City prior to or at the time of execution of the Agreement and the CM/GC shall not

commence work or provide any service until the CM/GC has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the City. Upon request from the City, the CM/GC shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the City, the City Risk Manager, and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the City, without penalty or expense to City, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the City.

- C. All certificates of insurance shall clearly indicate that the CM/GC has obtained insurance of the type, amount and classification required by this Section. No work or services by CM/GC may be commenced until City has approved these certificates of insurance. Further, the CM/GC agrees that the City shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the City. The Agreement may be terminated by the City, without penalty or expense, if proof of any insurance required hereunder is not provided to the City.
- D. The CM/GC shall file replacement certificates with the City at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the City expressly reserves the right to renew the insurance policies at the CM/GC's expense or terminate the Agreement but City has no obligation to renew any policies.

- 4. **Survival.** The provisions of this Exhibit D, will survive the cancellation or termination of the Agreement.

PRECONSTRUCTION SERVICES WORKSHEET
 City of Debary Fire Station #39 Project

Tuesday, October 24, 2023

Wharton-Smith, Inc.

Labor Burden 45.00%

GMP DEVELOPMENT		Unit Costs				
Staff Name	Title/Responsibility	Base Rate	Burden	Loaded Rate	Hours	Total \$
Rick Bundy	Project Executive	\$90.00	\$40.50	\$130.50	8	\$1,044.00
Duncan Graham	Project Manager	\$66.00	\$29.70	\$95.70	40	\$3,828.00
Paul Radenhausen	Senior Superintendent	\$80.00	\$36.00	\$116.00	8	\$928.00
Daniel Kemack	Lead Cost Estimator	\$80.00	\$36.00	\$116.00	80	\$9,280.00
Estimators	Estimators	\$66.00	\$29.70	\$95.70	360	\$34,452.00
Carly Burleson	Precon Coordinator	\$44.00	\$19.80	\$63.80	16	\$1,020.80
Michael Christian	Scheduler	\$80.00	\$36.00	\$116.00	8	\$928.00
					520	\$51,480.80

REIMBURSABLES			
	Quantity	Cost	Total \$
Equipment		\$250.00	\$0.00
Printing Services	0	\$500.00	\$0.00
Advertisement for Bid	0	\$1,000.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
			\$0.00

PRECONSTRUCTION TOTALS	
	Totals
60% & 90% CD'S	\$0.00
GMP DEVELOPMENT	\$51,480.80
REIMBURSABLES	\$0.00
Total Preconstruction:	\$51,480.80



City Council Meeting City of DeBary AGENDA ITEM

Subject: DeBary Fire Station #39 – Conformed Construction Plan Set	Attachments: <input type="checkbox"/> Ordinance
From: Richard Villaseñor, City Senior Engineer	<input type="checkbox"/> Resolution
Meeting Hearing Date May 1, 2024	<input checked="" type="checkbox"/> Supporting Documents/ Contracts
	<input type="checkbox"/> Other

REQUEST

Staff is requesting City Council approve the Neel-Schaffer Proposal to prepare a conformed plan set for construction in the amount of \$39,757.00.

PURPOSE

To provide a final construction plan set version for use during construction and clarify contract documents.

CONSIDERATIONS

- An initial Request for Proposal (RFP) process yielded results beyond the anticipated budget. As a result, that RFP effort was later withdrawn.
- The original design contract included a budget for bid assistance to normally address changes and revisions for final construction plans, but this budget was exhausted with the first RFP effort.
- Instead of a second RFP effort, the City decided to use the Construction Manager At Risk model and issued a Request For Qualifications (RFQ) to select a Construction Manager.
- Through these various processes, a few additional Value Engineering opportunities were identified in reducing the cost of construction further.
- A preliminary Building Code Review was conducted which generated a few comments.
- Through these efforts of staff, Building Department, and Wharton-Smith (the awarded Construction Manager), including previous and current bidder clarifications, various plan mark-ups and comments remain outstanding which require incorporation into the construction plans.

COST/FUNDING

Funding of this proposal will be applied from the current Fire Station budget.

RECOMMENDATION

It is recommended that the City Council approve the Neel-Schaffer Proposal to prepare a conformed plan set for construction in the amount of \$39,757.00 and authorize the City Manager to execute the agreement.

IMPLEMENTATION

Effective upon Council approval of this item.

ATTACHMENTS

Neel-Schaffer Proposal

March 27, 2024

Mr. Richard Villasenor, City Engineer
City of DeBary
16 Colomba Road
DeBary, Florida 32713

**REFERENCE: Proposal For Additional Professional Engineering Services for
The Fort Florida Road Fire Station No. 39 – Conformed Document Services**

Dear Richard:

We are pleased to submit this proposal to provide additional professional engineering services related to the Fort Florida Road Fire Station No. 39 rebidding efforts. As requested, NSI will provide the additional scope of work to prepare conformed contract documents which will incorporate plan and specification markups provided by the City from previous bidding efforts and addressing comments from bidders provided by the City as part of the current CMAR bidding of the project. Neel-Schaffer staff will address revisions to the Site/Civil, environmental, stormwater, utility and structural elements. Borrelli + Partners will address revisions for Architecture, Interior design and Landscape Architecture, Salas O'brien will address revisions for Mechanical, Electrical and Plumbing. (See Exhibit A) This scope of work is for preparation of conformed documents only. Other post design and construction phase services are beyond the scope of this proposal.

We propose to provide these services for an hourly not to exceed fee of \$39,757.00 in accordance with the hourly not to exceed method described in the CCNA contract. The summary of fees and man-hour estimates are presented in Tables 1 and 2.

We appreciate the opportunity to provide these services to the City of DeBary and look forward to continuing to work with you on this project. If you have any questions, please give me a call.

Sincerely,

Neel-Schaffer, Inc.



Steve Cockerham, P.E.
Vice President/Engineer Manager

ACCEPTED:

BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

TABLE 1
SUMMARY OF FEES

Item Description	Sr. Project Manager	Engineer VI	Engineer II	Designer I	TOTAL
Total Manhours (See Table 2)	20	36	48	64	168
Labor Wage Rate (\$/hr)	\$180.00	\$145.00	\$100.00	\$85.00	
Total Labor Cost	\$3,600.00	\$5,220.00	\$4,800.00	\$5,440.00	\$19,060.00
Architectural, Interior Design and Landscape Architectural Services (Borrelli+Partners)					\$13,197.00
Mechanical/Electrical/Plumbing (Salas-O'brien)					\$7,500.00
TOTAL HOURLY NOT TO EXCEED FEE (rounded to nearest dollar)					\$39,757.00

TABLE 2
Neel-Schaffer Scope of Work and Manhour Estimate

Task Description	Sr. Project Manager	Engineer VI	Engineer II	Designer I	Total	Total Cost Per Task
1 Modify Construction plans per City Value Engineering markups from previous bidding efforts and RFIs		8	16	24	48	\$4,800.00
2 Modify Construction plans per additional City Value Engineering revisions incorporating County utility project, pavement, curbing and stormwater revisions and permitting check and specification revisions	16	24	32	40	112	\$12,960.00
3 Signing and Sealing documents and correspondence with City and Subconsultant team	4	4			8	\$1,300.00
Subtotal Additional Conformed Document Services	20	36	48	64	160	\$19,060.00

March 26th, 2024

Mr. Steven R. Cockerham, P.E., Senior Project Manager
Neel-Schaffer, Inc.
2301 Lucien Way, Suite 300
Maitland, FL 32751

Re: **Scope and Fee Proposal for Permitting and Bidding Services for the New Fire Station for the City of DeBary, FL**

Dear Mr. Cockerham:

Pursuant to your request, Borrelli + Partners, Inc. (B+P) is pleased to provide this scope and fee proposal for the above referenced project for your review and consideration.

The project's scope, as we understand it, is described below:

Property:

The property is located at 798 Fort Florida Road, DeBary, FL. It is the intent of the City to have engineer designs prepared for the entire +/-10-acre parcel for future use. In the bubble diagram provided by the City, the fire station shall be located in the SW corner of the property. The purpose is to design and build the fire station and the sanitary sewer, potable water, and stormwater for the entire site. It is anticipated future buildings will be needed on this site within the next 4-6 years.

B+P will provide permitting and bidding support of the Construction Manager @ Risk (CM@R), Wharton Smith for the new City of DeBary Fire Station. The scope includes incorporation of Value Engineering mark-ups included within a PDF accompanying this additional service request, incorporation of upcoming City plan mark-ups, responding to and incorporating Building Department review comments, reviewing and responding to bidding contractor's bid questions, and the creation of a conformed set of documents at the conclusion of the permitting and bidding process for use by the CM@R, Wharton Smith.

NOT INCLUDED IN SCOPE OF SERVICES:

The following services are not included within our scope of services and fee proposal:

- A. Construction Observation services
- B. Civil Engineering services
- C. Structural Engineering services
- D. Geotechnical Engineering services
- E. Surveying Services
- F. Environmental Consulting Services
- G. Traffic Engineering / Studies
- H. Food Service Consultant
- I. Landscape Lighting Design
- J. LEED or Green Globes Services / Commissioning Services
- K. Public Presentations

- L. Models or Renderings
- M. Permit Submission Review Fees
- N. Threshold Inspection

FEE PROPOSAL:

We propose to accomplish the above scope of services for a total lump-sum fee of **Twenty Thousand Six Hundred Ninety-Seven Dollars and Zero Cents (\$20,697.00)** inclusive of reimbursable expenses and our sub-consultant, Salas-O'Brien. Our fee is broken down as follows:

Bidding & Construction Observation:

Borrelli + Partners, Inc.:	\$13,197.00
Salas-O'Brien:	\$ 7,500.00
Total Fees:	\$20,697.00

Please see **Exhibit A** – 2021 B+P Hourly Rates to be utilized for all authorized Additional Services.

If you have any questions or if I can provide any additional clarification regarding our services, please feel free to contact me at your convenience. Please notify us if this proposal meets with your approval. We look forward to working with you on this very exciting project.

Sincerely,



Jorge A. Borrelli, ASLA, LEED AP BD+C, CPTED
President
Borrelli + Partners, Inc.
Architects Planners

Cc: Sonny Fornoles, AIA, Sr. Associate – B+P
Chandra Hall, Chief Financial Officer, Sr. Associate – B+P

EXHIBIT A

2023 BORRELLI + PARTNERS, INC. BILLING RATE SCHEDULE

<u>Architectural Principals:</u>	<u>Billable Rate:</u>
Architect/Landscape Architect/Interior Designer – Principal	\$200.00
<u>Architectural Staff:</u>	<u>Billable Rate:</u>
Sr. Project Manager	\$192.00
Project Manager	\$177.00
Project Architect	\$151.00
Architectural / Interior Designer	\$115.00
<u>Landscape Architectural Staff</u>	<u>Billable Rate:</u>
Project Manager Landscape Architect	\$177.00
Project Landscape Architect	\$151.00
Landscape / Irrigation Designer	\$115.00
<u>Support Staff:</u>	<u>Billable Rate:</u>
Clerical / Secretarial / Administration	\$ 94.00
Architectural Spec. Writer	\$135.00
<u>A/E Field Representative</u>	<u>Billable Rate:</u>
Field Representative	\$150.00

EXHIBIT A
ARCHITECTURAL, INTERIOR DESIGN AND LANDSCAPE ARCHITECTURAL POST DESIGN SERVICES FOR THE
CITY OF OF DEBARY FIRE STATION #9

PREPARED BY

BORRELLI + PARTNERS, INC.

ARCHITECTURAL, INTERIOR DESIGN AND LANDSCAPE ARCHITECTURAL SERVICES

PHASE	PRINCIPAL	SR. PROJECT MANAGER	PROJECT MANAGER	SPECIFICATIONS WRITER	ARCHITECTURAL / INTERIOR DESIGNER	PROJECT MANAGER LANDSCAPE ARCHITECT	LANDSCAPE / IRRIGATION DESIGNER	ADMIN	B+P TASK PHASE GRAND TOTAL
CONSTRUCTION OBSERVATION PHASE:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ARCHITECTURAL, INTERIOR DESIGN & LANDSCAPE ARCHITECTURAL TOTAL:									\$13,197.00
CONSULTING ENGINEERS FEES:									
Salas-O'Brien (MEP/FP Engineering):									\$7,500.00
SUB-CONSULTANT DESIGN SERVICES TOTAL:									\$7,500.00
REIMBURSABLE EXPENSES:									\$0.00
GRAND TOTAL:	<u>\$300.00</u>	<u>\$4,032.00</u>	<u>\$3,186.00</u>	<u>\$540.00</u>	<u>\$3,335.00</u>	<u>\$1,062.00</u>	<u>\$460.00</u>	<u>\$282.00</u>	<u>\$20,697.00</u>

EXHIBIT A
ARCHITECTURAL, INTERIOR DESIGN AND LANDSCAPE ARCHITECTURAL POST DESIGN SERVICES FOR THE
CITY OF OF DEBARY FIRE STATION #9

PREPARED BY

BORRELLI + PARTNERS, INC.

ARCHITECTURAL, INTERIOR DESIGN AND LANDSCAPE ARCHITECTURAL SERVICES

TASKS	SR. PROJECT		PROJECT	SPECIFICATIONS ARCHITECTURAL / .OJECT MANAGER			LANDSCAPE /		TOTAL
	PRINCIPAL	MANAGER	MANAGER	WRITER TERIOR DESIGNER	SCAPE ARCHITECT	IRRIGATION DESIGNER	ADMIN		
PERMITTING SERVICES:									
SIGN AND SEAL DOCUMENTS ELECTRONICALLY	0.00	2.00	0.00	0.00	1.00	1.00	0.00	0.00	4.00
FILL OUT CITY BUILDING PERMIT APPLICATION	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00
ATTEND MAX. ONE (1) MEETING WITH CODE OFFICIAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RESPOND TO PERMIT REVIEW COMMENTS FROM AHJ	0.50	2.00	0.00	0.00	0.00	1.00	0.00	1.00	4.50
MODIFY CONTRACT DOCUMENTS PER AHJ'S COMMENTS & RESUBMIT TO N-S/CITY	1.00	3.00	2.00	0.00	8.00	1.00	2.00	0.00	17.00
B+P SUB-CONSULTANT COORDINATION DURING PERMITTING	0.00	2.00	0.00	0.00	0.00	1.00	0.00	0.00	3.00
TOTAL TASK PHASE HOURS	1.50	11.00	2.00	0.00	9.00	4.00	2.00	1.00	30.50
PERSONNEL HOURLY RATES	<u>\$200.00</u>	<u>\$192.00</u>	<u>\$177.00</u>	<u>\$135.00</u>	<u>\$115.00</u>	<u>\$177.00</u>	<u>\$115.00</u>	<u>\$94.00</u>	
TASK PHASE TOTAL PERSONNEL DIRECT COSTS	\$300.00	\$2,112.00	\$354.00	\$0.00	\$1,035.00	\$708.00	\$230.00	\$94.00	\$4,833.00
FIRM OVERHEAD MULTIPLIER	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
TASK PHASE GRAND TOTAL	\$300.00	\$2,112.00	\$354.00	\$0.00	\$1,035.00	\$708.00	\$230.00	\$94.00	\$4,833.00

EXHIBIT A
ARCHITECTURAL, INTERIOR DESIGN AND LANDSCAPE ARCHITECTURAL POST DESIGN SERVICES FOR THE
CITY OF OF DEBARY FIRE STATION #9

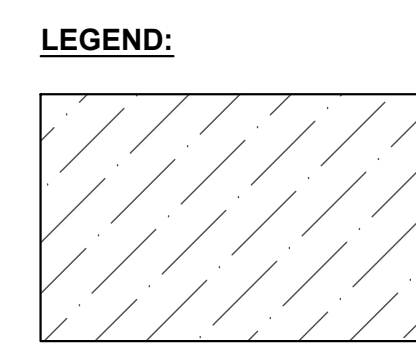
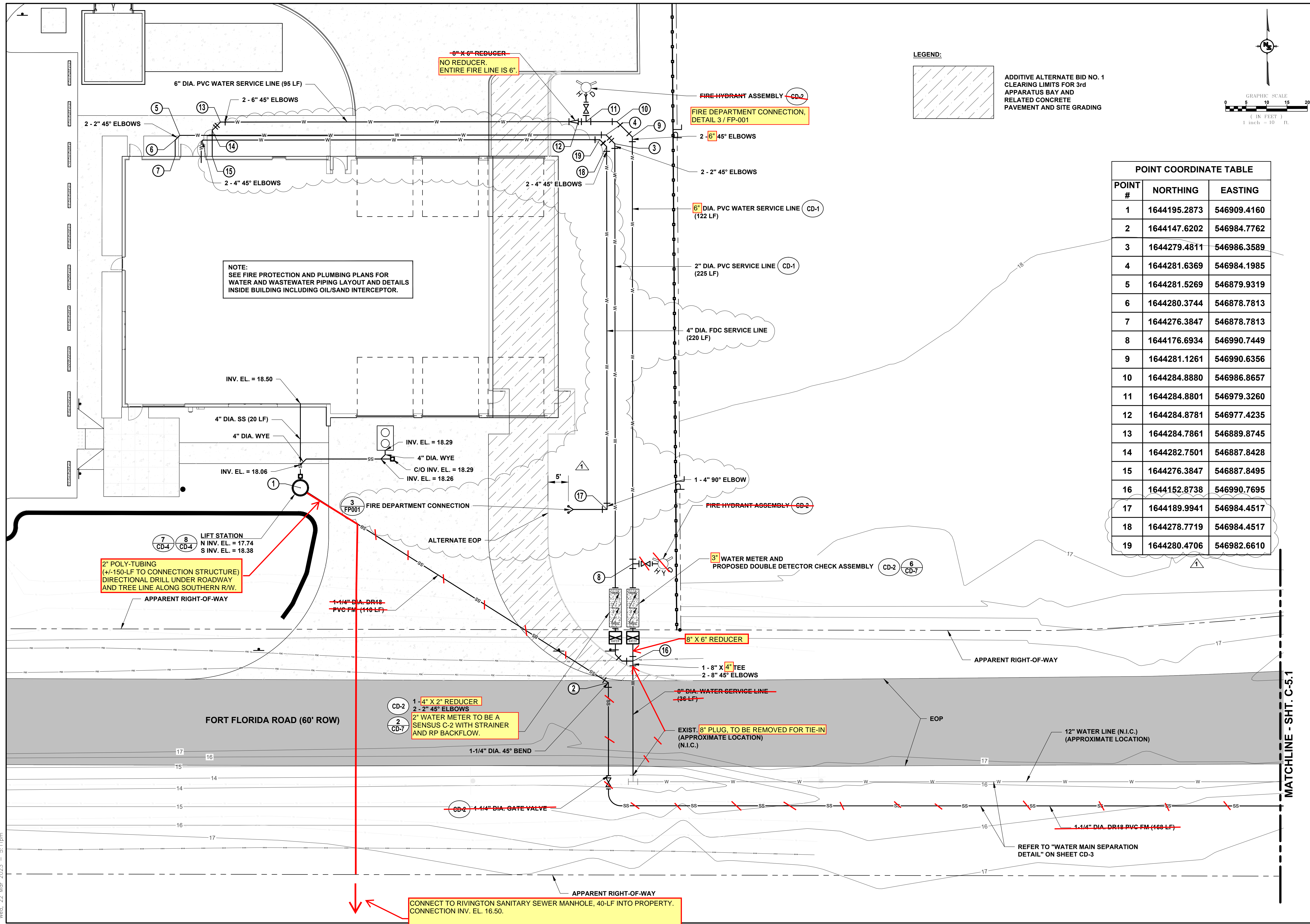
PREPARED BY

BORRELLI + PARTNERS, INC.

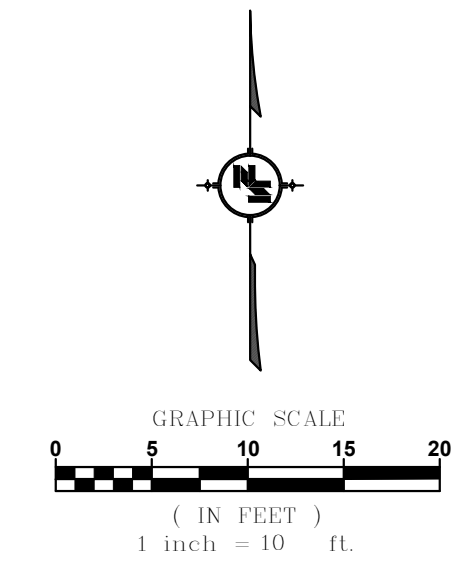
ARCHITECTURAL, INTERIOR DESIGN AND LANDSCAPE ARCHITECTURAL SERVICES

TASKS	PRINCIPAL	SR. PROJECT MANAGER	PROJECT MANAGER	SPECIFICATIONS WRITER	ARCHITECTURAL / INTERIOR DESIGNER	PROJECT MANAGER LANDSCAPE ARCHITECT	LANDSCAPE / IRRIGATION DESIGNER	ADMIN	TOTAL
BIDDING SERVICES:									
RESPOND TO CONTRACTOR'S QUESTIONS [RFIs]	0.00	2.00	3.00	0.00	0.00	1.00	0.00	0.00	6.00
PREPARE ADDENDA/CLARIFICATION SKETCHES	0.00	1.00	3.00	0.00	4.00	0.00	0.00	0.00	8.00
DEVELOP CONFORMED PLANS AND SPECS	0.00	4.00	8.00	4.00	16.00	1.00	2.00	2.00	37.00
TOTAL TASK PHASE HOURS	0.00	10.00	16.00	4.00	20.00	2.00	2.00	2.00	56.00
PERSONNEL HOURLY RATES	<u>\$200.00</u>	<u>\$192.00</u>	<u>\$177.00</u>	<u>\$135.00</u>	<u>\$115.00</u>	<u>\$177.00</u>	<u>\$115.00</u>	<u>\$94.00</u>	
TASK PHASE TOTAL PERSONNEL DIRECT COSTS	\$0.00	\$1,920.00	\$2,832.00	\$540.00	\$2,300.00	\$354.00	\$230.00	\$188.00	\$8,364.00
FIRM OVERHEAD MULTIPLIER	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
TASK PHASE GRAND TOTAL	\$0.00	\$1,920.00	\$2,832.00	\$540.00	\$2,300.00	\$354.00	\$230.00	\$188.00	\$8,364.00

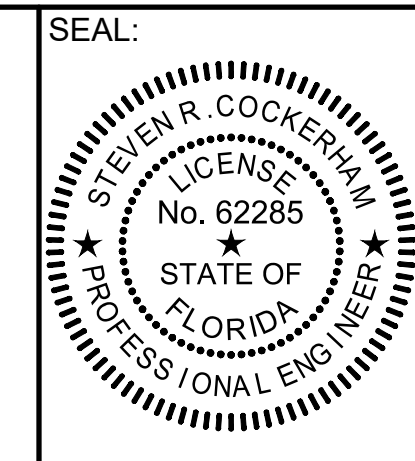
Y:\Projects\0016000\0016000\City of Debery - Continuing Contract\NS16293.001 - Florida Rd. Fire Station\Drawings\C5_Water_Wastewater_Plan.dwg
Wed, 22 Mar 2023 - 5:11pm



ADDITIVE ALTERNATE BID NO. 1
CLEARING LIMITS FOR 3rd
APPARATUS BAY AND
RELATED CONCRETE
PAVEMENT AND SITE GRADING



POINT COORDINATE TABLE		
POINT #	NORTHING	EASTING
1	1644195.2873	546909.4160
2	1644147.6202	546984.7762
3	1644279.4811	546986.3589
4	1644281.6369	546984.1985
5	1644281.5269	546879.9319
6	1644280.3744	546878.7813
7	1644276.3847	546878.7813
8	1644176.6934	546990.7449
9	1644281.1261	546990.6356
10	1644284.8880	546986.8657
11	1644284.8801	546979.3260
12	1644284.8781	546977.4235
13	1644284.7861	546889.8745
14	1644282.7501	546887.8428
15	1644276.3847	546887.8495
16	1644152.8738	546990.7695
17	1644189.9941	546984.4517
18	1644278.7719	546984.4517
19	1644280.4706	546982.6610



NO.	DATE	DR.	CHK.	APVD.
1	3/22/23	JDF		

CITY OF DEBARY FIRE STATION NO. 39

WATER AND WASTEWATER PLAN

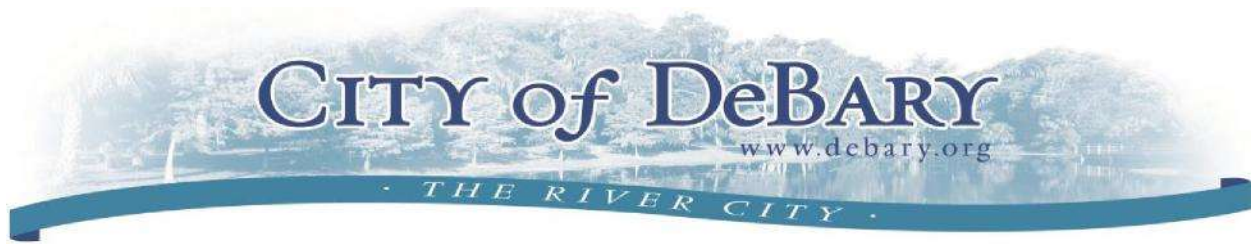
NEEL-SCHAFFER
Solutions you can build upon

2301 Lucien Way, Suite 300
Maitland, Florida 32751
PH: (407) 647-6623
www.neel-schaffer.com
CA8556

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.

DATE	SEPTEMBER 2022
PROJ.	NS.16293.001
DWG.	C-5.0

MATCHLINE - SHT. C-5.1



July 28, 2023

**City of DeBary
Fire Station #39**

Scope Reduction/Clarifications Narrative

The following scope reduction items are hereby listed for excluding from construction at this time. Depending on pricing, the City's preference would be to include these if possible where indicated.

Items:

1. Off-Site utility work except as noted on the plans.
 - a. Utility connections have been revised to match other adjacent projects including the Rivington Residential Development and the Volusia County Water Main Extension Projects.
2. Extra-width pavement at rear, north side of project and includes removal of unnecessary striping.
3. Drainage pond fountain and associated infrastructure.
4. Privacy fence along east property line (*Include if possible*).
5. Drainage structures and pipes, Value Engineering.
6. Potable water system and sanitary sewer force main.
 - a. Address remaining utility comments, and match other adjacent projects.
7. Flag and pole.
 - a. Left for donation opportunity.
8. Site Landscape (*Include if possible*) replaced with bahia sod. Natural areas along road frontage are to remain undisturbed except for driveway and retaining wall installations.
9. Site irrigation removed (*Include if possible*). Watering to be provided only during sod establishment period.
10. No Owner Provided-Contractor Installed items. All items are only Contractor Provided-Contractor Installed, or Owner Provided-Owner Installed. Please see Plan Sheet ID-110.
11. Visual Display Boards are Not in Contract.
12. Bulk Storage Lockers are Not in Contract.
13. Metal Storage Shelving is Not in Contract.
14. Residential Appliances are Not in Contract.
15. Window Treatments are Not in Contract.
16. Domestic Water Piping, only durable non-metallic materials as allowed by current Florida Building Code.

Please also see the questions and answers provided with the prior bid process for additional clarifications.

From: mdauns@debary.org
Sent: 03/27/2024 - 10:14 AM
To: rvillasenor@debary.org, Fireinspections@orangecityfl.gov, mdauns@debary.org
CC:
Subject: Building Comments



CITY OF DEBARY
Additional Information Required

16 Colomba Road
DeBary, FL 32713
Tel: 386-668-2040

03/27/2024

CB24-000013
798 Fort Florida RD
DeBary, FL 32713

Additional information is required. Please see below:

1. Provide 3rd party verified electronic signature/seal from Architect/Engineer on plans. FBC 105.3.1.2 (5), FS 668, FAC 61G15-23.003, FAC 61G1-16.005
2. G101 - Update all code references to FBC 2023, FFPC 2023, NEC 2020, typ.
3. G101 - Provide plumbing calculations using percentages for each occupancy. Use 21 person occupancy (R2/B/S1 uses). Mop sink required. FBC T1004.5, FBC Plumbing T403.1
4. Life Safety Plan - add exit signs.
5. G101Alt - Update occupancy calculations and plumbing calculations for additional square footage.
6. A102 - Residential accessible toilet rooms - lavatories may have removable cabinet/countertop FBC Accessibility 606.2(3). Residential shower access as shown is allowed per FBC Accessibility Figure 608.2.1. Provide blocking for future grab bars in showers per FBC Accessibility 608.3(2). Shower thresholds to comply with FBC Accessibility 608.7. Prefer to see toilet and sink layout per FBC Accessibility Figure 604.8.1.6.
7. A103 - Add exit signs, exterior lights outside all doors, emergency lights, smoke detectors, carbon monoxide detectors. FBC 1008.3, 1008.2.1, 1013, NEC 700
8. ID200 - update 'Restroom Notes', 'Note', and detail 11 to FBC 2023 8th Ed.
9. ID201 - update 'Note on flamespread' to FBC 2023, FFPC 2023.
10. S001 - update 'Wind Load Tables #2', to FBC 2023.
11. S001 - update 'General #1, #4 (C, E) to FBC 2023, Wind per ASCE 7-22.
12. S001 - update 'Structural Steel #1 to AISC 2017.
13. S101 - Add termite treatment note. FBC 1816
14. M101 - update 'Reference Notes #2' to FBC 2023.
15. M301 - Should mechanical room have 1 hour walls? FBC T509.1
16. E002 - update 'General Notes #18, 19 to FBC Energy Conservation 2023.
17. E101 - Add carbon monoxide and smoke detectors in main areas of residence, hallways, living room area.
18. E201 - Indicate emergency lighting. FBC 1008, NEC 700
19. E301 - update 'Reference Notes #4' to FFPC 2023.
20. Provide Florida product approval submittal including FL Product Approval Number and installation details for x. FBC 107, FS 553.842, FAC 9B-72. (Florida product approvals can be found at Floridabuilding.org)
21. Provide Energy Calculations, Manual J & D. FBC Energy C103
22. Provide signed and sealed steel shop drawings. FBC R801.2, R802.1.7.2
23. Provide egress windows in sleeping rooms. FBC 1015.8

This is a preliminary review of design drawings which does not replace a full review required for permit.
Please respond to this email when you upload any revisions.

Michele Dauns, R.A.
Building Plans Examiner
689-231-6767
mdauns@debary.org