

**GENERAL SERVICES CONTRACT  
CONTRACT SCHNEBLY CENTER HVAC REPLACEMENT**

**THE PARTIES TO THIS CONTRACT** are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and General Mechanical Corporation, a Florida profit corporation ("CONTRACTOR").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

**Section 1. Scope of Work.** CONTRACTOR will replace the HVAC unit at the Schnebly Center, 1101 N. Atlantic Avenue, Daytona Beach, Florida 32118. The work will be performed in accordance with the Technical Work Scope attach as **Exhibit A**, and the General Conditions, attached as **Exhibit B**. If there are conflict between **Exhibits A** and **B**, **Exhibit A** will govern.

**Section 2. Reserved.**

**Section 3. Fees and Payments; Limitations.**

(a) Unless the Exhibits specifically provides for reimbursement of expenses, the Fee described herein will be CONTRACTOR's sole compensation for the services to be provided.

(b) The CITY will pay CONTRACTOR a Fixed Fee of \$211,333.00. Neither CONTRACTOR's obligation to perform the work nor the Fixed Fee will be altered merely based on the need to spend more or less time to complete the work than is shown on any estimates that may have been provided (including in Exhibits) to support the Fixed fee amount.

(c) CONTRACTOR will be solely responsible for all of costs CONTRACTOR incurs in meeting its obligations herein.

**Section 4. Billing; Manner of Payment.** In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) No payment will be due for services performed until CONTRACTOR submits a proper invoice. CONTRACTOR may invoice the CITY no more frequently than monthly, and no sooner than 30 days after the effective date of the Contract.

(b) The CITY will pay based on the percentage of work completed and accepted.

(c) In order to be considered proper, the invoice must include all information and documentation that the CITY may need to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract. Where payment is for the cost incurred for certain reimbursables (such as for subcontractors or air travel), the invoice must include proof that CONTRACTOR has paid such costs.

(d) The CITY will within 30 days after receipt of an invoice notify the CONTRACTOR that the invoice is improper, or pay CONTRACTOR the amount due.

**Section 5. Standard of Performance.** CONTRACTOR's services will at a minimum meet the level care and skill ordinarily used by members of CONTRACTOR's profession performing the type of services provided herein within the State of Florida.

**Section 6. Relationship between Parties.** This Contract does not create an employee-employer relationship between the CITY and CONTRACTOR. CONTRACTOR is an independent contractor of the CITY and will be in control of the means and the method in which the requested work is performed. As an independent contractor, CONTRACTOR will be solely responsible for payment of all federal, state and local

income tax, and self-employment taxes, arising from this Contract; and CONTRACTOR agrees to indemnify and hold harmless the CITY from any obligations relating to such taxes. The CITY will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes. CONTRACTOR will also responsible for the performance of CONTRACTOR's subcontractors.

**Section 7. Documents.** All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by CONTRACTOR during the term of and in accordance with the provisions of this Contract will be the property of the CITY and delivered to the CITY upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

**Section 8. Public Records.**

(a) To the extent applicable, CONTRACTOR will comply with the requirements of Florida Statutes Section 119.07, which include the following:

(1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the CITY Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if CONTRACTOR fails to transfer such records to the CITY.

(4) Upon completion of this Contract, keep and maintain public records required by the CITY to perform the service. CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provide to the CITY upon request from the CITY Clerk, in a format that is compatible with the CITY's information technology systems.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:**

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

(b) Nothing herein will be deemed to waive CONTRACTOR's obligation to comply with Section 119.0701(3)(a), Florida Statutes.

**Section 9. Commencement and Completion.** Contractor will commence work upon issuance of a Notice to Proceed. The Notice to Proceed will not be issued until CONTRACTOR has provided the required bonds and insurance. CONTRACTOR will complete the work no later than 120 days after the issuance of the notice to proceed, subject to any extensions that CITY may reasonably grant due to force majeure

events as described herein; provided that CONTRACT makes timely requests for such extensions as provided in Exhibit A.

**Section 10. Termination of Contract.**

(a) The CITY may by written notice to CONTRACTOR terminate this Contract, in whole or in part, at any time, either for the CITY's convenience or because of the failure of the CONTRACTOR to fulfill its contractual obligations.

(1) Before terminating for convenience, CITY must provide CONTRACTOR at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Before terminating due to CONTRACTOR's material breach of its contractual obligations, CITY must provide CONTRACTOR prior written notice, specifying the breach and demanding CONTRACTOR remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if CONTRACTOR fails to remedy the material breach within the period described in the CITY's notice of breach.

In either instance described above, upon termination CONTRACTOR will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Contract, whether completed or in process.

(b) If the termination is for convenience, CONTRACTOR will be paid compensation for authorized services performed to the date of termination. If termination is due to CONTRACTOR's material breach, the CITY reserves all rights and remedies it may have under law due to such breach. Among other things, the CITY may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the CONTRACTOR will be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby.

(c) If after notice of termination for the CONTRACTOR's failure to fulfill contractual obligations it is judicially determined by a court of law that the CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to CONTRACTOR will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

**Section 11. Suspension of Services.** If the notice of material breach issued by the CITY pursuant to the preceding Section so directs, CONTRACTOR will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

**Section 12. Indemnification.** CONTRACTOR will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, or CONTRACTOR's officers, employees, or agents, including subcontractors and other persons employed or use by CONTRACTOR in the performance of this Contract. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

**Section 13. Insurance.** CONTRACTOR will provide and maintain at CONTRACTOR's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the CITY's own insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

**(a) Coverage and Amounts.**

**(1) Workers Compensation Insurance** as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage. If CONTRACTOR wishes to claim an exemption from worker's compensation insurance requirements, CONTRACTOR will notify the Risk Manager in writing on CONTRACTOR's official letterhead.

**(2) Liability Insurance**, including (i) **Commercial General Liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the CONTRACTOR in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. Contractor's Commercial General Liability insurance policy shall provide coverage to Contractor, and City when 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) without the attachment of any endorsements excluding or limiting coverage for 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 to provide such Additional Insured status.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager for the CITY may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

**(b) Proof of Insurance.** CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates. If requested by the CITY, CONTRACTOR will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

**(c) Cancellation; Replacement Required.** CONTRACTOR will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If a required policy is canceled without CONTRACTOR's prior knowledge CONTRACTOR will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The

CITY expressly reserves the right or replace the canceled policy at CONTRACTOR's expense of CONTRACTOR fails to do so.

**(d) Termination of Insurance.** CONTRACTOR may not cancel the insurance required by this Contract until the work is completed, accepted by the CITY and CONTRACTOR has received written notification from the Risk Management Division of the CITY that CONTRACTOR may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

**(e) Liabilities Unaffected.** CONTRACTOR's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONTRACTOR's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by CONTRACTOR's failure to obtain insurance coverage.

CONTRACTOR will not be relieved from responsibility to provide required insurance by any failure of the CITY to demand such coverage, or by CITY's approval of a policy submitted by CONTRACTOR that does not meet the requirements of this Contract.

**Section 14. Notice.** Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:

Joe Piper, Technical Services Project Manager  
Daytona Beach Public Works  
950 Bellevue Ave.  
Daytona Beach, FL 32114  
Fax: 386-671-8620

To CONTRACTOR:

Joe Roche, Vice President  
General Mechanical Corporation  
418 N. Seagrave Street, Suite B  
Daytona Beach, FL 32114  
Fax: 386-258-8924

Provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

**Section 15. Personnel.** CONTRACTOR represents that CONTRACTOR has or will secure at CONTRACTOR's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the CITY.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

**Section 16. CITY's Responsibilities.** The CITY agrees to make available for review and use by the CONTRACTOR, reports, studies, and data relating to the services required. The CITY will establish a project manager to meet periodically with the CONTRACTOR to facilitate coordination and ensure expeditious review of work product.

**Section 17. Limitation on Waivers.** Neither the CITY's review, approval, or acceptance of, or payment for, any of the services provided by CONTRACTOR, will be construed to operate as a waiver of the CITY's rights under this Contract. CONTRACTOR will be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Contract.



Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

**Section 18. Dispute Resolution.** If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

**(a) Negotiations.** A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

**(b) Non-Binding Mediation.** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then **the Parties are** released to pursue any judicial remedies available to them.

**Section 19. General Terms and Conditions.**

**(a) Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

**(b) Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the CITY's written approval.

**(c) Compliance with Laws and Regulations.** In providing all services pursuant to this Contract, CONTRACTOR will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the CITY to terminate this Contract immediately upon delivery of written notice of termination to the CONTRACTOR.

**(d) Truth in Negotiations Certificate.** CONTRACTOR hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

**(e) No Third Party Beneficiaries.** There are no third party beneficiaries of CONTRACTOR's services under this Contract.

**(f) Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, 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 CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

**(g) Nondiscrimination.** CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, CONTRACTOR agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, CONTRACTOR agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

**(h) Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

**(i) Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

**(j) Litigation Costs.** Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

**(k) Force Majeure.** A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

**(l) Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

**(m) Authority to Bind CONTRACTOR.** The undersigned representative of CONTRACTOR represents and warrants the he or she is fully authorized to bind CONTRACTOR to the terms and conditions of this Contract.

(n) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.


IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

**THE CITY**

By: \_\_\_\_\_  
James V. Chisholm, City Manager

Date: \_\_\_\_\_

**CONTRACTOR**

By:  \_\_\_\_\_  
Printed Name: JOSEPH T. ROCHE  
Title: VICE PRESIDENT  
Date: 11-13-18

Attest: \_\_\_\_\_  
Letitia LaMagna, City Clerk

Approved as to legal form:

By: \_\_\_\_\_  
Robert Jagger, City Attorney



## **EXHIBIT A: Scope of Services**

### **(1) 35 Ton Chiller Replacement.**

- Remove and replace (1) 35-ton exterior chiller and associated pipe and replace with new. General Mechanical will provide all new pipe, valves and fittings within the chiller room enclosure including pipe and valve insulation.
- General Mechanical Corporation includes the disconnection and re-connection of electrical service to the new chiller unit within the compound.
- Chiller lead time is 11-12 weeks.

### **Underground Chiller Pipe System**

- Replace approximately 800 lineal feet of existing compromised underground pipe system including lateral lines leading to (8) fan coil wall hung units & AHU at the south side of the building. All valves and fittings are included.
- General Mechanical Corporation includes equipment for excavation of trenches, back-fill, and sod replacement.
- Pressure testing of new lines included in scope.

### **(2) Interior Fan Coil Units (8) Total**

- Remove and replace (9) vertical wall hung fan coil units.
- Disposal of all 9 units by General Mechanical Corporation.
- Electrical disconnect and reconnect by General Mechanical Corporation. Using existing conduit and wires.
- Chiller water line connection by General Mechanical Corporation.
- Fan coils lead time is 10 weeks.

### **(3) Interior Air Handling Unit.**

- Remove and replace existing indoor air handling unit, including associated minor duct work within the AHU room.
- Demo concrete floor and patch as needed.
- Remove and replace associated pipe, valves and fittings within the AHU room.
- Electrical disconnect and re-connect. Using existing conduit and wires.
- Chiller water line connection by General Mechanical Corporation.
- Insulation of pipe and fittings.
- AHU lead time is 9 weeks

### CLARIFICATIONS

- General Mechanical Corporation proposes to start the demolition as soon as the NTP has been issued.
- All equipment to be approved prior to placing the order. Lead time for chiller is 11 weeks, fan coils 10 weeks, AHU 9 weeks.
- General Mechanical Corporation includes a temporary toilet, including safety plastic orange staked fencing around work areas.
- All equipment has tax included.
- General Mechanical Corporation will be using the existing concrete slab for chiller unit.
- General Mechanical Corporation will require access to interior of structure during work hours.
- General Mechanical Corporation warranty Labor, 1 year
- Five-year parts and labor and refrigerant warranty on chiller system
- Hail guards / security grills, factory installed
- Factory start up
- Owner training
- We acknowledge Addendum #1

### EXCLUSIONS

- Overtime, evenings, week-ends, holidays
- Accelerated schedules.
- Plumbing work of any kind.
- Electrical work other than what has been stipulated.
- Concrete equipment pads.
- Concrete coring and sleeves.
- Registers
- Roof work of any kind.
- Chain link fence and or repairs
- Motor starters and disconnects.
- Drain pans.
- Relocation of existing utilities.
- Removal of doors, windows, skylights, window bars.
- Sprinkler system and fire alarm associated components.
- Variable speed condenser fans.
- Disconnects, fuses, breakers, lighting.
- Buffer tank
- Pump VFD

**Exhibit B: Fee Schedule**

**APPLICATION AND CERTIFICATE FOR PAYMENT**

AIA DOCUMENT G702

PAGE 1 OF 3 PAGES

**TO OWNER:**  
 City of Daytona Beach  
 301 S Ridgewood Ave., Daytona Beach, FL 32114

**PROJECT:**  
 Schnebly Center  
 1101 N. Atlantic Ave., Daytona Beach, FL 32118

**APPLICATION NO:** # 1  
**PERIOD TO:**  
**PROJECT NOS:** 2018-039  
**PO#:**  
**CONTRACT DATE:** 11/13/18

**DISTRIBUTION TO:**  
 OWNER  
 ARCHITECT  
 CONTRACTOR  
 OTHER

**FROM CONTRACTOR:**  
 General Mechanical Corp.  
 418 N. Segrave St., Suite B, Daytona Beach, FL 32114  
**CONTRACT FOR:** HVAC Replacement

**VIA ARCHITECT:**  
 Simes & Rosch Engineering  
 7411 Fullerton Street, STE.250, Jacksonville, FL 32256

**CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders		\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**

By: Joseph Roche

Date: 11/27/2018

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM . . . . .	\$ 211,333.00
2. Net change by Change Orders. . .	\$ -
3. CONTRACT SUM TO DATE . . . . .	\$ 211,333.00
4. TOTAL COMPLETED & STORED TO DATE . . .	\$ -
(Column G on G703)	
5. RETAINAGE:	
a. 10 % of Completed Work	\$ -
(Column D + E on G703)	
b. 10 % of Stored Material	\$ -
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703) . . . . .	\$ -
6. TOTAL EARNED LESS RETAINAGE . . . . .	\$ -
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ -
8. CURRENT PAYMENT DUE . . . . .	\$ -
9. BALANCE TO FINISH, PLUS RETAINAGE . . .	\$ 211,333.00
(Line 3 less Line 6)	

State of: Florida County of: Volusia

Subscribed and sworn to before me this 27th day of December, 2018

Notary Public:

My Commission expires: 2/27/2021

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONTINUATION SHEET**

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: # 1  
 APPLICATION DATE:  
 PERIOD TO:  
 ARCHITECT'S PROJECT: 2018-039

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
	<b>GENERAL CONDITIONS</b>								
001005	GENERAL CONDITIONS	\$ 10,433.00				\$ -	0%	\$ 10,433.00	\$ -
001015	BOND	\$ 2,300.00				\$ -	0%	\$ 2,300.00	\$ -
	<b>CONCRETE</b>								
003005	CONCRETE / SIDEWALKS	\$ 1,400.00				\$ -	0%	\$ 1,400.00	\$ -
	<b>MECHANICAL</b>								
015005	CHILLER, AHU, FCU	\$ 75,000.00				\$ -	0%	\$ 75,000.00	\$ -
015010	U.G PRE INSUL. PIPE	\$ 23,000.00				\$ -	0%	\$ 23,000.00	\$ -
015015	PIPES, VALVES & FITTINGS	\$ 7,800.00				\$ -	0%	\$ 7,800.00	\$ -
015020	CRANE RENTAL	\$ 700.00				\$ -	0%	\$ 700.00	\$ -
015025	AIR SEP / EXP TANKS	\$ 1,600.00				\$ -	0%	\$ 1,600.00	\$ -
015030	WATER TREATMENT	\$ 1,500.00				\$ -	0%	\$ 1,500.00	\$ -
015035	PIPING LABOR	\$ 41,400.00				\$ -	0%	\$ 41,400.00	\$ -
015040	MECHANICAL INSULATION	\$ 10,000.00				\$ -	0%	\$ 10,000.00	\$ -
015045	EXPENDABLES	\$ 1,200.00				\$ -	0%	\$ 1,200.00	\$ -
015050	TAG & ID	\$ 200.00				\$ -	0%	\$ 200.00	\$ -
015055	DUCT MTL	\$ 1,200.00				\$ -	0%	\$ 1,200.00	\$ -
015060	DUCT HANGER/SEALER/HARDWR	\$ 100.00				\$ -	0%	\$ 100.00	\$ -
015065	LOUVERS	\$ 400.00				\$ -	0%	\$ 400.00	\$ -
015070	DUCT LABOR	\$ 7,000.00				\$ -	0%	\$ 7,000.00	\$ -
015075	EXTRA FILTERS	\$ 300.00				\$ -	0%	\$ 300.00	\$ -
015080	PATCHING / PAINTING	\$ 1,200.00				\$ -	0%	\$ 1,200.00	\$ -
015085	WIRE MOLDS	\$ 1,000.00				\$ -	0%	\$ 1,000.00	\$ -
015090	CONTROLS ENG/MOBIL	\$ 900.00				\$ -	0%	\$ 900.00	\$ -
015095	CONTROLS MATERIAL	\$ 5,300.00				\$ -	0%	\$ 5,300.00	\$ -





**Public Work**  
**F.S. Chapter 255.05 (1)(a)**  
**Cover Page**

Executed in 3 Counterparts

**THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.**

BOND NO: 54-224200

CONTRACTOR NAME: General Mechanical Corporation

CONTRACTOR ADDRESS: 418 N. Segrave Street, Suite B  
Daytona Beach, FL 32114

CONTRACTOR PHONE NO: (386) 255-5222

SURETY COMPANY: United Fire & Casualty Company  
PO Box 73909  
Cedar Rapids, IA 52407-3909 (319) 399-5700

OWNER NAME: City of Daytona Beach

OWNER ADDRESS: 301 S Ridgewood Ave.  
Daytona Beach, FL 32114

OWNER PHONE NO.: (386) 671-8023

OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity) \_\_\_\_\_

OBLIGEE ADDRESS: \_\_\_\_\_

OBLIGEE PHONE NO.: \_\_\_\_\_

BOND AMOUNT: \$211,333.00

CONTRACT NO.: (If applicable) \_\_\_\_\_

DESCRIPTION OF WORK: Schnebly Center HVAC Replacement

PROJECT LOCATION: 1101 N. Atlantic Avenue, Daytona Beach, FL 32118

LEGAL DESCRIPTION: (If applicable) \_\_\_\_\_

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.

THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND

Executed in 3 Counterparts

BOND NUMBER: 54-224200

## PERFORMANCE BOND

General Mechanical Corporation, as "Contractor" or "Principal," and United Fire & Casualty Company

as "Surety," enter into and execute this Performance Bond and bind themselves in favor of the City of Daytona Beach, a Florida municipal corporation, as "Obligee," in the sum of \$211,333.00, being 100% of the Contract Price referenced below, or such greater amount as the Contract Price may be adjusted from time to time in accordance with the Contract between Contractor and Obligee referenced below ("the "Penal Sum").

### WITNESSETH:

**WHEREAS**, Contractor has executed a contract with Obligee having an effective date of \_\_\_\_\_ (the "Contract") for Schnebly Center HVAC Replacement (the "Project"); and

**WHEREAS**, the Contract establishes a contract price to be paid by Obligee to Contractor for performance of the Project, subject to terms and conditions, and provides for changes to the work to be performed and corresponding adjustments to the Contract Price; and

**WHEREAS**, the Contract requires Contractor to furnish a Performance Bond in form acceptable to Obligee.

**NOW THEREFORE**, Surety and Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree:

**1. CONTRACT INCORPORATED; SURETY AND CONTRACTOR BOUND FOR FULL PERFORMANCE.** The Contract is incorporated by reference and made a part of this Performance Bond. Surety and Contractor are bound for the full performance of the Contract including without exception all of the Contract Documents (as defined in the Contract) and all of their terms and conditions, both express and implied.

**2. OBLIGEE'S AFFIDAVIT OF CONTRACTOR DEFAULT.** If Obligee provides to Surety a written affidavit of Obligee stating that the Contractor is in default of the Contract, then upon delivery of such affidavit to Surety in the method for providing notices as set forth in Paragraph 7, Surety must promptly notify Obligee in writing which action Surety will take as provided in Paragraph 3.

**3. SURETY'S OBLIGATION UPON DELIVERY OF OBLIGEE'S AFFIDAVIT OF CONTRACTOR'S DEFAULT.** Upon the delivery of Obligee's affidavit as provided in Paragraph 2, Surety may promptly remedy the referenced breach or default or must, within 10 days thereafter proceed to take one of the following courses of action:

a. *Surety may Complete Performance.* Surety may complete performance of the Contract including correction of defective and nonconforming Work through Surety's own contractors or employees, subject to Obligee's right to approve or reject such contractors and employees. Obligee's right to approve will not be unreasonably withheld as to any contractor or employee who would have qualified to submit a responsive bid on the Contract and is not affiliated with Contractor as described in the Contract. During this performance by Surety, Obligee will pay Surety from Obligee's own funds only those sums as would have been due and payable to Contractor under the Contract as and when they would have been due and payable to Contractor in the absence of the breach or default not to exceed the amount of the remaining Contract balance less any sums due Obligee under the Contract. During this performance, Surety's payment bond must remain in full force and effect.

b. *Surety may tender a Completing Contractor acceptable to Obligees.* In order to be effective, Surety's tender must include a written contract for fulfillment and completion of the Contract, executed by the Completing Contractor, to Obligees for Obligees' execution. Surety's tender is subject to Obligees' right to approve or reject the contractor; provided that Obligees' discretion to approve the Completing Contractor will not be unreasonably withheld as to any contractor who would have qualified to submit responsive bid on the Contract and is not affiliated with Contractor as described in the Contract. Obligees' discretion to approve the Completing Contractor, however, shall be in Obligees' sole subjective discretion. Upon execution by Obligees of the contract for fulfillment and completion of the Contract, the Completing Contractor must furnish to Obligees a performance bond and a separate payment bond, each in the form of those bonds previously furnished to Obligees for the Project by the Contractor. Each such bond must be in the Penal Sum of the full cost to complete the Contract. Obligees will pay the Completing Contractor from its own funds only those sums as would have been due and payable to Contractor under the Contract as and when they would have been due and payable to Contractor in the absence of the default, not to exceed the amount of the remaining Contract balance less any sums due Obligees under the Contract. To the extent that Obligees is obligated to pay the Completing Contractor sums which would not have then been due and payable to Contractor under the Contract (any sums in excess of the then remaining Contract balance less any sums due Obligees under the Contract), Surety must pay to Obligees the full amount of those sums at the time the Completing Contractor is tendered to the Obligees so that Obligees can utilize those sums in making timely payment to the Completing Contractor.

c. *Tender the Penal Sum to Obligees.* If Surety tenders the Penal Sum, Obligees will refund to Surety without interest any unused portion not spent by Obligees to, at Obligees' option: (i) procure and pay a completing contractor, plus the cost allowed under Paragraph 4, after completion of the contract for fulfillment and completion of the Contract and the expiration of any applicable warranties; or (ii) complete the Project using Obligees' own forces, plus the cost allowed under Paragraph 4, after completion of the Project.

d. *Other Acts.* Surety may take any other acts mutually agreed upon in writing by Obligees and Surety.

IT SHALL BE NO DEFENSE TO SURETY'S OBLIGATION TO UNDERTAKE ONE OF THE PRECEDING COURSES OF ACTION THAT CONTRACTOR CONTENDS THAT CONTRACTOR IS NOT IN BREACH OR DEFAULT OF THE CONTRACT, OR THAT THE NOTICE OF DEFAULT WAS DEFECTIVE, OR THAT CONTRACTOR HAS RAISED ANY OTHER CLAIM OF DEFENSE OR OFFSET, PROVIDED ONLY THAT SURETY HAS RECEIVED THE AFFIDAVIT OF THE OBLIGEE AS SPECIFIED IN PARAGRAPH 2.

**4. SURETY'S ADDITIONAL OBLIGATIONS.** In addition to those duties set forth herein above, Surety must promptly pay Obligees (i) all losses, costs and expenses resulting from Contractor's breach(es) or default(s), including, without limitation, fees, expenses and costs for architects, engineers, consultants, testing, surveying and attorneys, plus (ii) liquidated or actual damages, whichever may be provided for in the contract, for lost use of the Project, plus (iii) re-procurement costs and fees and expenses, plus (iv) costs incurred at the direction, request, or as a result of the acts or omissions of Surety; provided that in no event shall Surety's liability exceed the Penal Sum.

**5. SURETY'S WAIVER OF NOTICE.** Surety waives notice of any modifications to the Contract, including changes in the Contract Time, the Contract Price, the amount of liquidated damages, and the scope of the Project or the Work to be performed.

**6. NO THIRD PARTY BENEFICIARIES.** Surety provides this Performance Bond for the sole and exclusive benefit of Obligees and, if applicable, any dual obligee designated by attached rider, together with their heirs, administrators, executors, successors and assigns. No other party, person or entity has any rights against Surety.

**7. METHOD OF NOTICE.** All notices to Surety, Contractor, or Obligees must be given by Certified Mail, Return Receipt Requested, or by overnight courier, to the address set forth for each party below:

**SURETY:**

Name: United Fire & Casualty Company  
Attention: Jeremy Lewis  
Street: PO Box 73909  
City, State, Zip: Cedar Rapids, IA 52407-3909

**OBLIGEE:**

City Manager  
The City of Daytona Beach  
301 S. Ridgewood Avenue  
Daytona Beach, FL 32114

**With/copy to:**

City Attorney  
301 S. Ridgewood Avenue  
Daytona Beach, FL 32114

**CONTRACTOR:**

Name: General Mechanical Corporation  
Attention: Joe Roche  
Street: 418 N. Segrave Street, Suite B  
City, State, Zip: Daytona Beach, FL 32114

**8. STATUTE OF LIMITATIONS.** Any action hereon may be instituted so long as the applicable statute of limitations governing the Contract (including any warranty period) has not run or expired or within three years following Final Completion of the Contract (including any warranty period) and acceptance of the Work performed under the Contract by Obligee, whichever is longer.

**9. RECITALS.** The recitals contained in this Performance Bond are incorporated by reference herein and are expressly made a part of this Performance Bond.

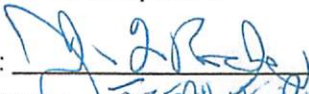
**10. GOVERNING LAW.** This Performance Bond shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions.

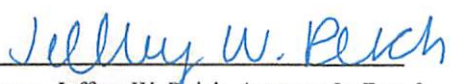
**11. VENUE.** In the event any legal action shall be filed upon this Performance Bond, venue shall lie exclusively in the Circuit Court for Volusia County, Florida.

DATED ON \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR AS PRINCIPAL  
COMPANY: \_\_\_\_\_ (Corporate Seal)  
[insert name here]  
General Mechanical Corporation

SURETY  
COMPANY: \_\_\_\_\_ (Corporate Seal)  
[insert name here]  
United Fire & Casualty Company

Signature:   
Name and Title: JOE ROCHE, VP.

Signature:   
Name and Title: Jeffrey W. Reich, Attorney-In-Fact & Florida Licensed Resident Agent  
Inquiries: (407) 786-7770

END OF DOCUMENT

THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND

Executed in 3 Counterparts  
BOND NUMBER: 54-224200

**PAYMENT BOND**

BY THIS BOND, We General Mechanical Corporation, as principal ("Contractor"), and United Fire & Casualty Company as surety company authorized to do business in the State of Florida ("Surety"), are bound to the City of Daytona Beach, a Florida municipal corporation, as obligee ("Owner"), in the sum of \$211,333.00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND IS that if Contractor:

1. Promptly pays all claimants, as defined in F.S. § 255.05(1), supplying Contractor with labor, materials, services and/or supplies, used directly or indirectly by Contractor in the prosecution of the work provided in the written contract between Contractor and Owner for Schnebly Center HVAC Replacement, having an effective date of \_\_\_\_\_ (the "Contract"), the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of Contractor's default by under the contract;

Then this bond is void; otherwise, it remains in full force and effect.

Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the contract will in any way affect Surety's obligations on this bond, and Surety waives notice of any such change, extension of time, alteration, or addition.

This bond is subject to the provisions of F.S. § 255.05, including F.S. § 255.05(7); and in case of conflict between this bond and F.S. § 255.05, the statutory provisions will govern.

DATED ON \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR AS PRINCIPAL  
COMPANY: \_\_\_\_\_ (Corporate Seal)  
[insert name here]  
General Mechanical Corporation

SURETY  
COMPANY: \_\_\_\_\_ (Corporate Seal)  
[insert name here]  
United Fire & Casualty Company

Signature: [Signature]  
Name and Title: JOSEPH Y. YOCAS, V.P.  
Contractor Address: 418 N. Segrave Street, Suite B  
Daytona Beach, FL  
32114

Signature: [Signature]  
Name and Title: Jeffrey W. Reich \*  
Surety Address: PO Box 73909  
Cedar Rapids, IA  
52407-3909

\* Attorney-In-Fact & Florida Licensed Resident Agent,  
Inquiries: (407) 786-7770

NOTE: CONTRACTOR WILL POST THIS BOND AT THE PROJECT WORK SITE AT ALL TIMES. CONTRACTOR WILL RECORD THIS BOND IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

END OF FORM





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, GLORIA A. RICHARDS, LISA ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 11th day of October, 2013

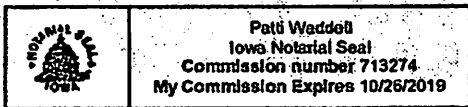


UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 11th day of October, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
 Notary Public  
 My commission expires: 10/26/2019

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UFGI & UFI & FPIC

BPOA0049 1217





# FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200  
Maitland, FL 32751  
407-786-7770  
Fax 407-786-7766

888-786-BOND (2663)  
Fax 888-718-BOND (2663)

[www.FloridaSuretyBonds.com](http://www.FloridaSuretyBonds.com)

November 27, 2018

City of Daytona Beach  
301 S Ridgewood Ave.  
Daytona Beach, FL 32114

**RE: AUTHORITY TO DATE BONDS AND POWERS OF ATTORNEY**

Principal: General Mechanical Corporation  
Bond No: 54-224200  
Project: Schnebly Center HVAC Replacement

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to insert the contract date onto the contract bonds and powers of attorney.

Once dated, please email to me at [sarah@floridasuretybonds.com](mailto:sarah@floridasuretybonds.com) or fax a copy of the bonds to our office at (407) 786-7766.

Sincerely,  
United Fire & Casualty Company

Jeffrey W. Reich  
Attorney-In-Fact and  
FL Licensed Resident Agent