



City Hall
510 N. Baker St.
Mount Dora, FL 32757

Mayor Crissy Stile

Vice-Mayor Marc Crail
District 4

Councilmember John Cataldo
District 1

Councilmember Cal Rolfson
District 2

Councilmember Austin Guenther
District 3

Councilmember Nate Walker
District 5

Councilmember Doug Bryant
At-Large

MOUNT DORA CITY COUNCIL
March 15, 2022, 6:00 PM
City Hall Board Room, 510 N. Baker Street

REGULAR AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

- | | |
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| 1. Wekiva Trail Extension | 4 |
| 2. Bicycle Month Proclamation | 6 |
| 3. First Baptist Church of Mount Dora 100th Anniversary Proclamation | 9 |
| 4. Water Conservation Month Proclamation | 11 |

PUBLIC COMMENTS

- This is the time for the public to come forward with any comments on any subject related to City business that is not listed on the Agenda.
- Please complete a speaker card and provide it to the City Clerk prior to the meeting.
- Please clearly state your name and address for the record. If you are part of a group, try to designate a speaker.
- Please address all comments to the Chair.
- Answers to your questions may not be given at the end of your speech. However, your question along with an answer will be placed on the City's website under Frequently Asked Questions within 10 business days.
- We will try to answer your questions at the time asked. However, there may be times we will need to do research prior to providing an answer.

APPROVAL OF AGENDA

BOARD APPOINTMENTS

CONSENT AGENDA

- | | |
|---|-----|
| 1. Request approval of Amendment 2 to Piggyback Agreement between the City of Mount Dora and Precision Contracting Services, Inc. | 13 |
| 2. Request approval of Resolution No. 2022-13, authorizing the conveyance of certain described property to the Florida Department of Transportation (FDOT) | 120 |
| 3. Request approval of the Piggyback Agreement between the City of Mount Dora and CEC Motor & Utility Services related to Electric Motor and Pump Repair Services | 130 |
| 4. Request approval of the Change Order and Amended Task Authorization with Faden Builders, Inc., related to the Pedestrian Crossings | 217 |
| 5. Request Approval of Meeting Minutes
- March 15, 2022 Regular City Council Minutes | 229 |

ACTION ITEMS

- | | |
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| 1. Request approval of Resolution No. 2022-15, Federal RAISE Grant Application for the Wekiva Trail Extension | 254 |
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DISCUSSION ITEMS

- | | |
|---|--|
| 1. Discussion regarding the City Attorney | |
|---|--|

PUBLIC HEARINGS - RESOLUTION/ORDINANCES

- | | |
|--|-----|
| 1. Request approval of Final Reading of Ordinance No. 2022-04, Annexation for 6.96 Acres at US 441 and Bristol Lakes Road. | 260 |
| 2. Request approval of Final Reading of Ordinance No. 2022-06, Change in Zoning for Mount Dora Self Storage Final PUD | 298 |

CITY MANAGER

- | | |
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| 1. City Manager's Report | 336 |
| 2. Lobbyist Update | 340 |

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

- Council Member Austin Guenther
- Council Member Cal Rolfson
- Council Member Nate Walker
- Council Member Doug Bryant
- Council Member John Cataldo
- Vice-Mayor Marc Crail
- Mayor Crissy Stile

FUTURE MEETING DATES

- April 5, 2022, 6:00 PM, Regular Session
- April 19, 2022, 6:00 PM, Regular Session
- May 3, 2022, 6:00 PM, Regular Session
- May 17, 2022, 6:00 PM, Regular Session

ADJOURNMENT

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE AT THIS MEETING WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, SUCH PERSON MAY NEED A RECORD OF THESE PROCEEDINGS. FOR SUCH PURPOSE, A PERSON 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. VERBATIM RECORD WILL NOT BE PROVIDED BY THE CITY OF MOUNT DORA.

NOTICE: IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT JESSICA BURNHAM, CITY CLERK, AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS. TELEPHONE (352) 735-7126 FOR ASSISTANCE. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS, (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 15, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Wekiva Trail Extension

Introduction:

This is an opportunity for Michael A. Stephens, local trail advocate and enthusiast, to inform City Council about his Wekiva Trail Extension efforts.

Discussion:

The Wekiva Trail Extension would convert the existing 11.5 miles of inactive CSX railroad corridor into a multi-use trail, from CR 437 in Sorrento to Wooten Park in Tavares. Segments 1 and 5 once completed, will provide further connections to the regional trail network to the east via the Seminole Wekiva Trail/Orange County West Orange Trail and to the west via the Tav-Lee trail.

Budget Impact:

N/A

Strategic Impact:

Goal 1: Economic Development

Objective 1.2. Enhance mobility, connectivity, and expand trail network

Recommendation Presentation of information only; no action requested.

Attachment(s):

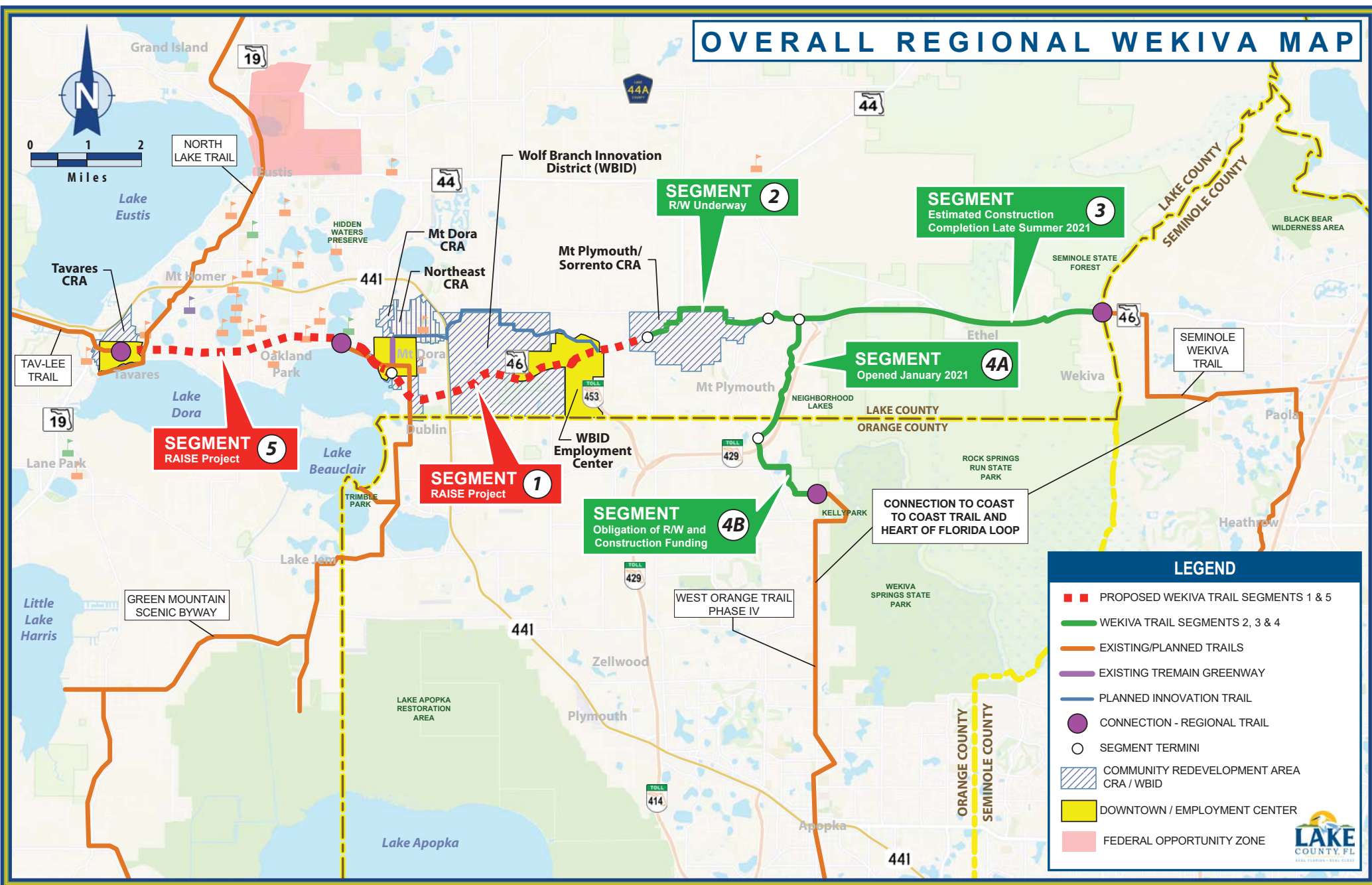
1. Attachment #1 - Overall Regional Wekiva Trail Map (ADA)

Prepared by: Misty Sommer, Economic Development Coordinator

Reviewed by: Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 3/8/2022

Final Approval - 3/9/2022





CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 15, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Bicycle Month Proclamation

Introduction:

This is an opportunity for Mayor Stile to read a Proclamation recognizing March as "Bicycle Month."

Discussion:

On March 1, 2022, Governor DeSantis signed a proclamation recognizing March as *Florida Bicycle Month* and the City wishes to do the same.

Mount Dora residents have expressed their desire for bicycle trails and connections to local, regional and state-wide greenways and trail systems. As such, the City has been proactive over the past several years in advancing trail projects within the City and surrounding areas.

Bicycle trails have been proven to boost recreation, conservation, alternative transportation modes, healthy lifestyles, a vibrant economy and a high quality of life.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation Reading of Proclamation only; no other action requested.

Attachment(s):

1. Bicycle Month Proclamation

Prepared by: Misty Sommer, Economic Development Coordinator

Reviewed by: Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 3/8/2022

Final Approval - 3/9/2022



PROCLAMATION

WHEREAS, bicycles play an important role in the lives of millions of Florida's residents and visitors providing active transportation options for those without access to a motor vehicle; and

WHEREAS, the Florida Department of Health encourages all citizens to develop habits of physical activity such as walking and biking to become or stay fit, avoid obesity, and reduce the risk of many chronic diseases; and

WHEREAS, 60 percent of Florida residents live within one mile of bicycle facilities, and the Florida Greenways and Trails System Plan establishes the vision for implementing a connected statewide system of greenways and trails for recreation, conservation, alternative transportation, healthy lifestyles, a vibrant economy and a high quality of life; and

WHEREAS, the Florida Department of Transportation and local agencies across the state have adopted complete streets goals and policies to develop a multimodal transportation system that supports walking and biking as active modes of transportation and prioritizes the safety, accessibility, and mobility of pedestrians and bicyclists on Florida's roadways; and

WHEREAS, bicycling, as an active mode of transportation, reduces traffic congestion, emissions and air pollution and motivates ecotourism; and

WHEREAS, Florida was named the 10th most Bicycle Friendly State in America by the League of American Bicyclists for 2019 and Florida ranked first in the Infrastructure and Funding category reflecting a strong statewide commitment to building a safe bicycle infrastructure; and

WHEREAS, Florida Bicycle Month is an opportunity to encourage the use of bicycles as a mode of transportation, recreation, and exercise.

NOW, THEREFORE, I, Crissy Stile, Mayor of Mount Dora Florida, do hereby proclaim March 2022, as Bicycle Month.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed this 15th day of March, 2022.

Crissy Stile, Mayor

ATTEST:

Jessica Burnham, City Clerk



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 15, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: First Baptist Church of Mount Dora 100th Anniversary Proclamation

Introduction:

This is an opportunity for Mayor Stile to read a proclamation recognizing the 100th Anniversary of First Baptist Church of Mount Dora.

Discussion:

The City of Mount Dora would like to take this opportunity to recognize the 100th Anniversary of the First Baptist Church of Mount Dora, which was constituted in Mount Dora on March 19, 1922.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation Reading of Proclamation only; no action requested.

Attachment(s):

1. 100th Anniversary of First Baptist Church of Mount Dora Proclamation

Prepared by: Jessica Burnham, City Clerk
Reviewed by: Merry Lovern, Executive Assistant
Patrick Comiskey, City Manager

Approved - 3/9/2022
Final Approval - 3/9/2022



PROCLAMATION

WHEREAS, the First Baptist Church of Mount Dora was constituted on March 19, 1922. Twenty-one member signed The New Hampshire Confession of Faith as charter members and the first pastor was Rev. E.A. McDowell of Eustis; and

WHEREAS, worship services took place in the Town Hall, the old school house, and several other downtown building until in 1925 when the Princess Theater was made available for Sunday services ; and

WHEREAS, First Baptist Church of Mount Dora has been shepherded by 16 pastors who have each provided a vision to do something that would enrich and improve the church family; and

WHEREAS, First Baptist Church of Mount Dora has continued to grow and advance over the years; and

WHEREAS, in 1989 “Together We Build” campaign resulted in pledges of \$567,000 for the construction of the sanctuary that is currently worship in; and

WHEREAS, in 2001 a committee was formed to study the feasibility of adding a Family Ministry Center to the campus. Ground breaking for our Family Ministry Center took place in 2004, with dedication on April 10, 2005.

NOW, THEREFORE, I, Crissy Stile, as Mayor of the City of Mount Dora, Florida, issue this proclamation to recognize the 100th anniversary of the First Baptist Church of Mount Dora.

Crissy Stile, Mayor



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 15, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Water Conservation Month Proclamation

Introduction:

This is an opportunity for Mayor Stile to read a Proclamation recognizing April as "Water Conservation Month."

The City of Mount Dora and State of Florida Water Management Districts are working together to increase awareness about the importance of water conservation.

Discussion:

This year marks the 24-year anniversary since April was first established as Water Conservation Month in Florida.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation Reading of Proclamation only; no other action requested.

Attachment(s):

1. Water Conservation Month Proclamation

Prepared by: Jessica Burnham, City Clerk
Reviewed by: Merry Lovern, Executive Assistant
Patrick Comiskey, City Manager

Approved - 3/9/2022
Final Approval - 3/9/2022



PROCLAMATION

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, The State of Florida, Water Management Districts, and the City of Mount Dora are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Mount Dora and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, the City of Mount Dora has always encouraged and supported water conservation; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

WHEREAS, the City of Mount Dora is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

NOW, THEREFORE, I, Crissy Stile, as Mayor of the City of Mount Dora, Florida, do hereby proclaim the month of April 2022 as

Water Conservation Month

Crissy Stile, Mayor



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 15, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request approval of Amendment 2 to Piggyback Agreement between the City of Mount Dora and Precision Contracting Services, Inc.

Introduction:

This is a request for City Council to extend the piggyback agreement with Precision Contracting Services, Inc. for Fiber Optics Construction, Rehab, Maintenance and Emergency Repairs for an additional year.

Discussion:

The City of Mount Dora has previously entered into a piggyback agreement with Precision Contracting Services, Inc. (Resolution No. 2021-43) that will expire on April 21, 2022. This request is to renew the agreement beginning on April 22, 2022 and expiring on April 21, 2023. Staff believes it is in the best interest of the City of Mount Dora to continue the piggyback agreement with Precision Contracting Services, Inc (Exhibit A) for fiber optic equipment and installation. Precision Contracting Services, Inc. has provided all of our fiber installations and is knowledgeable with the City's current fiber infrastructure and future needs. Brevard County entered into a contract with Precision Contracting Services, Inc July 21, 2015, and the contract was recently extended through April 21, 2022. The current City of Mount Dora purchasing policies and procedures, as well as, Chapter 287, Florida Statutes, grant the authority to piggyback the purchase of goods and services as a form of inter-governmental cooperative purchasing, in which, a public purchaser requests competitive sealed bids, enters into a contract and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

Budget Impact:

N/A

Strategic Impact:

Improves the City's fiber optic network infrastructure and overall Public Safety, Infrastructure Sustainability, and Economic Growth within the Community.

Recommendation City Council approve the contract extension.

Attachment(s):

1. Attachment 1 - Brevard County Contract
2. Attachment 2 - PCS-Memo
3. Attachment 3 - Reso No. 2021-43, Amendment to Piggyback Agreement with Precision Contracting Services, Inc
4. Amendment 2 to Piggyback Agreement between the City of Mount Dora and Precision Contracting. Signed

Prepared by: Jim Faulkner, Director of Information Technology
Reviewed by: Jim Faulkner, Director of Information Technology
John McKinney, Finance Director
Sherry Sutphen, City Attorney
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 2/15/2022
Approved - 2/22/2022
Approved - 3/9/2022
Approved - 3/9/2022
Final Approval - 3/9/2022



BOARD OF COUNTY COMMISSIONERS

Public Works Department

2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940

July 28, 2015

Cindy Boyd, President
Precision Contracting Services, Inc.
15834 Guild Court
Jupiter, FL 33478

RE: Return of Fully Executed Agreement Fiber Optics Construction, Rehab, Maintenance & Emergency
Repairs Term Contract Bid No. B-4-15-65

Dear Ms. Boyd:

Please find enclosed one fully-executed Agreement as referenced above for your records.

If I can be of further assistance, please feel free to contact me.

Regards,

Jeanette Scott

Contracts Technician

AGREEMENT

THIS AGREEMENT, entered into this 21st day of July, 2015 by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County" and, Precision Contracting Services, Inc., a business having its principal address at 15834 Guild Court, Jupiter, FL 33478, hereinafter referred to as "Contractor".

W I T N E S S E T H :

That in consideration of the mutual covenants contained herein, it is hereby agreed between the parties as follows:

I GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

The following definitions are applicable throughout the agreement.

- a. County:** The terms "County" and "the County" shall refer to Brevard County, Board of County Commissioners' assigned personnel, or their representatives.
- b. Contractor:** "Contractor" shall mean an individual, firm, partnership, or corporation, and his, their or its heirs, executors, administrators, successors and assigns or the lawful agent of any such individual, firm, partnership, covenanter or corporation, or his, their or its surety under any contract bond, constituting one of

the principals to the Contract and undertaking to perform the work specified in the design plans and specifications. Where any pronoun is used as a referring to the word "Contractor", it shall mean the Contractor as defined herein.

- c. **Agreement/Contract:** The terms "agreement" and "contract" are used interchangeably throughout this document, which, along with any referenced attachments or specifications, constitutes the entire agreement among the referenced parties.
- d. **Director:** The Brevard County Traffic Operations Program Manager or his/her designee. The Manager will designate the Intelligent Transportation Systems (ITS) personnel point of contact for maintenance, new construction and rehabilitation.
- e. **Maintenance:** Activity required to continue operations or to provide minor modifications to existing traffic Operations ITS capabilities of the fiber optic infrastructure and Network of interconnections. Maintenance includes planned and emergency activities.
- f. **Construction:** Any new fiber optic related work resulting with the installation of new fiber optic cabling, conduit, fiber vaults and including materials and equipment.
- g. **Rehabilitation:** Major upgrade or replacement of existing fiber optic infrastructure and/or systems.

2. UNAUTHORIZED ALIEN WORKERS

Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider the employment by the contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the County. The County expressly requires the contractor and subcontractors performing work or providing services pursuant to this contract utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractors during the contract term.

3. PUBLIC ENTITY CRIMES

The Contractor must provide a fully executed Public Entity Crimes Affidavit in accordance with F.S. 287.133(3)(a) within ten (10) days of the date of this Agreement and prior to commencing any work under this Agreement.

4. SCOPE OF WORK

a. Basic Contract

The Contractor as the secondary contractor shall be available on the request of the County to provide

maintenance (including emergency maintenance), rehabilitation, and new construction relating to the Fiber Optic Network and Equipment in the event the primary contractor is unresponsive or unable to provide all the necessary services as required. Such work shall include maintenance, emergency maintenance, rehabilitation, and new construction for items related to Exhibit B, Brevard County Traffic ITS Fiber Construction, Rehabilitation & Maintenance. The Fiber Optic Network and Equipment includes, but is not limited to:

- Perform aerial installation of fiber optic cable, span wire and necessary hardware
- Perform underground installation of fiber optic cable and/or tracer wire
- Perform down guy installation.
- Place delineator markers
- Direct other Fiber Optic Cable Installer.
- Install pullboxes and conduit
- Ability to read and comprehend plans
- Perform weekly equipment inspections
- Complete daily reports as required

b. Knowledge, Abilities, and Skills

Proficiency in applying best practices for industry regulations, rules while following state/local ordinances and Building Industry Consulting Service

International (BICSI) structured cabling standards.

Proficient with proper aerial and underground installation of communication networks as detailed above while applying safety practices applicable.

c. Natural Disasters

The Contractor as the primary contractor shall be available on the request of the County to provide services related to Exhibit C, Natural Disaster Restoration and FHWA Federal Aid Project. This contract is to provide the County with a means of restoring to an operational condition existing fiber optics and ITS communications systems damaged during any widespread disaster the County may endure, in accordance with the Local Agency Contracting Requirements for the FHWA Emergency Relief Program, Exhibit E, FHWA-1273. The scope of services for this project includes providing labor, equipment, and materials to repair any damaged fiber or span-wire and/or pole or underground conduit, provide emergency power and restore ITS Network communications. All work performed under this contract shall be in accordance with the latest version of the Brevard County Traffic Operations Intelligent Transportation Systems Specifications and Technical Special Provisions, Exhibit A attached hereto and incorporated herein and shall be FDOT approved when applicable. In the event of conflicting specifications,

the Brevard County Traffic Operations Intelligent Transportation Systems Specifications and Technical Special Provisions shall govern. Payments shall be in accordance with the Exhibit C, Natural Disaster Restoration and FHWA Federal Aid Projects and Exhibit D, Scope of Services Emergency Traffic Signal Repair.

d. **FHWA/FEDERAL AID ELIGIBLE PROJECTS**

This contract is to provide the County with a means to perform work on projects that are eligible for FHWA/Federal Aid, in accordance with the Local Agency Contracting Requirements for the FHWA Emergency Relief Program, Exhibit E, FHWA-1273. The scope of services for this work includes providing labor, equipment and materials to construct the proposed improvements. All work performed under this contract shall be in accordance with the latest version of the Brevard County Traffic Operations Intelligent Transportation Systems Specifications and Technical Special Provisions, and shall be FDOT approved when applicable. Additionally, equipment shall adhere to Brevard County Traffic Operations Intelligent Transportation Systems Specifications and Technical Special Provisions. In the event of conflicting specifications, the Brevard County Traffic Operations Intelligent Transportation Systems Specifications and Technical Special Provisions shall govern. Payments shall be in accordance with Exhibit C,

Natural Disaster Restoration and FHWA Federal Aid Projects and Exhibit D, Scope of Services Emergency Traffic Signal Repair respectively attached hereto and incorporated herein.

e. Performance Period

Because of the public safety implications, the response time is an essential element of the services for tasks included in this contract. The specific performance periods for various categories are listed below:

1. Network Outages

a) When contacted by the Brevard County Traffic Operations Manager or their representatives about a suspected fiber outage the Contractor shall have one (1) hour to respond by telephone or email with acknowledgement of notification of suspected outage and explain what steps will be taken to rectify the outage. Begin to prepare materials and equipment to perform all tests necessary to determine the location of the outage. This includes troubleshooting patch panels, patch cables, splice enclosures, splice trays, splices, sho-shoes, optics, terminations (pigtailed or buffer tubes fan out kits), and any such items as it relates to the ITS Network. Once the cause of the outage is determined; the Contractor shall determine a fix and propose it to the Traffic Operations Manager or their representative.

b) Outages determined through troubleshooting by the Contractor or by Traffic Operation ITS personnel that result in more than one local hub to be out shall be repaired via Emergency Response. Upon notification or recognition of an outage requiring an Emergency Response the Contractor shall respond to the site with the required equipment to repair the facility within four (4) hours unless otherwise directed by the Traffic Operations Manager or their representative. The notification not to respond within the required four (4) hours must be received via email or phone. Once onsite, the contractor shall show continuous pursuit of effort to complete the repair. The Contractor shall take corrective actions to have the system fully operational before leaving the site. If the Contractor determines and the County agrees that this type of failure will require additional time and/or equipment, then the Contractor will provide an estimate of the man-hours and materials costs required to complete the work and gain approval of the Traffic Operations Manager or their representative prior to commencing any repairs.

c) Any materials and equipment furnished by the Contractor shall be equal to or better in quality than that being replaced and shall be approved by the

Traffic Operations Manager or their representative prior to purchase by the Contractor.

d) The County will make payment for services provided for Emergency Maintenance per work upon acceptance of the work and the invoice. The payment to the Contractor will reflect the actual hours and materials as documented by invoice and as approved by the County.

2. Preventive Maintenance

a) The Contractor shall provide complete documentation of the OTDR shots in a paper and electronic format. The electronic format shall include the software to view the OTDR shots.

Copies of all projects documentation shall be delivered to the Department, if requested in writing prior to the final payment to the Contractor by the County.

3. Special Projects

a) The Contractor will upon written authorization by the Traffic Operations Manager or their representative and upon mutual agreement as to equipment and time, perform any additional services not otherwise identified in this Scope, as may be required by the County in connection with this Contract at a negotiated Maximum limiting amount price based on pre-agreed man-hour rates, hours to complete the work and parts costs, solely at the County's discretion. The payment to the

Contractor will reflect the actual hours and materials as documented by the invoice and as approved by the Traffic Operations Manager or their representative.

5. TERM OF AGREEMENT

This agreement shall be for a term of three (3) years with two one-year renewal options.

6. REPRESENTATION OF CONTRACTOR

The Contractor must present sufficient evidence that it is a Florida Department of Transportation pre-qualified contractor and certified in the fields of fiber optics for ITS Level II Field or equivalent, and the Contractor must maintain the qualifications throughout the term of the contract.

7. PERFORMANCE STANDARDS

All materials and installations shall be in accordance with the latest versions and updates of the following technical specifications:

a. Florida Department of Transportation:

1. Standard Specifications for Road & Bridge Construction,
2. Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System.
3. Manual on Uniform Minimum Standards for Design, Construction and Maintenance of Streets and Highways.

b. Federal Highway Administration:

1. Manual on Uniform Traffic Control Devices.

c. Brevard County:

1. Intelligent Transportation Systems Specifications and Technical Special Provisions, June 22, 2015,
Exhibit A.
2. Supplemental Specifications for Traffic Signalization and Highway Lighting, March 26, 2015,
Exhibit A.
3. Signalization General Notes, January 16, 2015,
Exhibit A.

Any fiber related products utilized must be listed in the current FDOT "Approved Product List of FDOT Probationary ITS approved product list" if the device category exists.

In the event of conflicting specifications, the resolution shall be at the discretion of the Traffic Operations Manager. In those cases where the Brevard County specifications are more restrictive, the Brevard County specifications shall govern, except as may be otherwise determined by the Manager.

The County may, at its discretion, modify and/or exceed performance standards based on engineering judgment or maintenance considerations. In those cases where the County requests a performance level significantly in excess of the specifications, the Contractor shall be entitled to request compensation. Additional compensation must be requested by the

Contractor and approved by the Manager prior to commencing the work.

8. BOND

Before beginning any work under this contract, the contractor shall furnish a surety (performance) bond in the amount of fifty thousand dollars (\$50,000.00), which bond shall guarantee the faithful performance of any and all duties and materials or labor under this agreement.

9. LIQUIDATED DAMAGES - MAINTENANCE

Time of performance is critical to the County with regard to all scheduling of work provisions of this Agreement. As such, In the event of delay, liquidated damages may be assessed as follows:

Original Contract Amount	Daily Charge Per
<u>Per Project</u>	<u>Calendar Day</u>
\$50,000 and Under	\$2,000

The amount shall be automatically deducted from the contract price for every "day" (24 hours) that work is delayed past the date of completion specified on the work order. If the Contractor believes that any such delay has been caused by a circumstance beyond its reasonable control, Contractor must request, in writing, to the Traffic Operations Manager a Request for Waiver of the respective delay. Each such Request for Waiver must be received by the Traffic Operations Manager within forty-eight (48) hours of the start of the event that is alleged to be the cause of that delay. Unless an extension of

time is granted for good cause by the Traffic Operations Manager, failure to submit such written Request for Waiver within the forty-eight (48) hours of the start of the event that is alleged to be the cause of that delay shall bar the Contractor from claiming any waiver of that delay by any means whatsoever. The Traffic Operations Manager shall respond to the Request for Waiver in writing within five (5) working days of receipt of the Request for Waiver. Each decision of the County with regard to granting, denying, or partially granting or denying the Request for Waiver shall be final, but each such Request must be reviewed on its merits by the Traffic Operations Manager pursuant to the terms and conditions of this Agreement. Although no such Request will be unreasonably denied, the burden of persuasion rests with the Contractor. From time to time, usually not less than each thirty (30) days, and solely as a courtesy to the Contractor, the County may notify the Contractor of the then total sum of delay damages to be deducted from the contract price.

LIQUIDATED DAMAGES - EMERGENCY RESPONSE

Public safety is of the utmost importance during emergency replacement of signals destroyed by crashes or acts of God. As such, liquidated damages may be assessed after any four (4) hours that the Contractor fails to promptly commence work after having received a verbal Notice to Proceed in an emergency situation. After four (4) hours, the county reserves the right to procure the services of another contractor to restore the

intersection to a safe operation. As such, in the event of a delay, liquidated damages may be assessed as follows:

- **\$5,000 + additional costs, in excess of current contract prices, the County incurs to bring the intersection back to safe operation.**

Post commencement, the Contractor shall complete the emergency restorations within a reasonable period of time. If the Contractor believes that any such delay has been caused by a circumstance beyond its reasonable control, Contractor must request, in writing, to the Traffic Operations Manager a Request for Waiver of the respective delay. Each such Request for Waiver must be received by the Traffic Operations Manager within forty-eight (48) hours of the start of the event that is alleged to be the cause of that delay. Unless an extension of time is granted for good cause by the Traffic Operations Manager, failure to submit such written Request for Waiver within the forty-eight (48) hours of the start of the event that is alleged to be the cause of that delay shall bar the Contractor from claiming any waiver of that delay by any means whatsoever. The Traffic Operations Manager shall respond to the Request for Waiver in writing within five (5) working days of receipt of the Request for Waiver. Each decision of the County with regard to granting, denying, or partially granting or denying the Request for Waiver shall be final, but each such Request must be reviewed on its merits by the Traffic Operations Manager pursuant to the terms and conditions of this

Agreement. Although no such Request will be unreasonably denied, the burden of persuasion rests with the Contractor. From time to time, usually not less than each thirty (30) days, and solely as a courtesy to the Contractor, the County may notify the Contractor of the then total sum of delay damages to be deducted from the contract price. In such case, the Contractor shall be liable to the County for all reasonable additional costs occasioned to the County thereby. Liquidated damages will be deducted from any pending work orders which have not been paid.

10. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death or personal injury, or to property damage, including loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a work-related injury to any of the Contractor's employees, any subcontractor, or any of their employees. The Contractor acknowledges receipt of adequate consideration for this agreement.

11. INSURANCE REQUIREMENTS

The Contractor providing services under this Agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts.

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage's: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, and "X-C-U" hazards.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all persons conducting the Contractor's operations on County premises or on behalf of the County in the full amount required by the State of Florida laws.

The Contractor shall provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured and

that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage's enumerated above constitute the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

12. ATTORNEY'S FEES

In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs.

13. VENUE

Venue for any legal action brought by any party to this agreement (for the purposes of this clause, this includes any city or municipality who is allowed to utilize the contractor's services under this agreement), to interpret, construe, or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida.

14. INDEPENDENT CONTRACTOR

The Contractor shall perform the conditions of this agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this agreement shall be in any way construed to constitute the Contractor, or any of its

agents or employees, as an agent, employee or representative of the County.

15. DELEGATION OF WORK

The County reserves the right to ascertain the necessity for Contractor service and shall, at its sole discretion, determine the conditions warranting Contractor response.

16. TERMINATION

- a) The County may, by written notice to the Contractor terminate this agreement or any purchase order issued hereunder, in whole or in part, at any time, either for the County's convenience or because of the failure of the Contractor to fulfill its agreement obligations. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the County all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by the contractor in performing this agreement, whether completed or in process.
- b) If the termination is for the convenience of the County, the Contractor shall be paid compensation for services performed to the date of termination.
- c) If the termination is due to the failure of the Contractor to fulfill its agreement obligations, the

County may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, the Contractor shall be liable to the County for all reasonable additional costs occasioned to the County thereby. The Contractor shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the Contractor; provided, however, that the Contractor shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of County in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of the Contractor. If through any cause, the Contractor shall fail to fulfill its obligations under this agreement, or if the Contractor violates any of the covenants, agreements or stipulations of this agreement, the County shall have the right to terminate this agreement by giving written notice to the Contractor of such termination, specifying the effective date thereof, at least ten (10) days before the effective

date of such termination.

- d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that Contractor had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the County. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this section.
- e) The rights and remedies of the County provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.
- f) The County reserves the right to terminate the agreement, without cause, during the thirty (30) days preceding the anniversary date of the contract execution, the effective date being the anniversary date, or other mutually agreed upon date.

17. EVALUATION OF PERFORMANCE

If through any cause, the Contractor shall fail to fulfill its obligations under this agreement, or if the Contractor violates any of the covenants, agreements or stipulations of this agreement, the County shall have the right to specify remedial action, which may be used as a consideration with respect to extension or termination of this contract.

18. ASSIGNABILITY BY CONTRACTOR

This agreement is not assignable by the Contractor without the expressed prior written consent of the County.

19. ASSIGNABILITY BY COUNTY

Any public agency within Brevard County may contract with the County for services to be performed by the Contractor under the terms and conditions of this agreement.

20. NON-EXCLUSIVITY

The parties hereto specifically agree that this is a non-exclusive agreement and that the County may select other contractors to perform construction, rehabilitation and maintenance during the term of this agreement.

21. ENTIRE AGREEMENT

It is agreed that neither party has made any statement, promise or agreement, or taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this agreement or that in any way modifies, varies, alters, enlarges or invalidates any provisions hereof.

22. SEVERABILITY

In the event a court of competent jurisdiction finds any sentence, provision, paragraph, or section of this agreement null and void, the remaining parts of this agreement shall continue in full force and effect as though such sentence, provision, paragraph or section has been omitted from this Agreement.

23. WAIVER

In the event the County waives any of the Contractor's obligations or duties in this Agreement, it shall not constitute a waiver of any of the other obligations and duties of the Contractor, nor shall waiver of any such obligation or duty constitute a continuing waiver of that obligation or duty.

24. COMPENSATION

Compensation for the base contract shall be in accordance with Exhibit B, Brevard County Traffic ITS Fiber Construction, Rehabilitation and Maintenance. Compensation for the Natural Disaster portion of this contract shall be in accordance with all applicable FHWA Emergency Relief Program requirements and shall be billed in accordance with Exhibit C, Natural Disaster Restoration and FHWA Federal Aid Projects and Exhibit D, Scope of Services Emergency Traffic Signal Repair.

Compensation schedules may be adjusted after the second year of the contract upon mutual consent of the parties. Compensation shall be based on material cost variation or other relevant economic conditions, sufficiently documented by the requesting party. Either party may request a compensation adjustment. Failure to agree upon compensation adjustments shall constitute mutually agreed upon termination of this agreement.

25. WARRANTY

The Contractor shall warranty all work for a period of twelve (12) months for workmanship and shall extend to the

County the same warranty on all materials and equipment furnished under this agreement, which the manufacturer extends to the Contractor, or purchasers, whichever is greater.

26. CONTRACTOR'S RECORDS

The County and its auditors shall be entitled to audit the books and records of the Contractor to the extent that such books and records relate to the performance of this Agreement. The Contractor shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the County and its auditors to insure proper accounting for all funds expended under this Agreement. Said records shall be made available, upon request, for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing.

27. WORK SCHEDULES & MAINTENANCE OF TRAFFIC

The Contractor is responsible for maintaining safe traffic flow in accordance with Florida Department of Transportation Roadway and Traffic Design Standards 600 series, latest version, and any other applicable references. Failure to comply with this requirement will result in complete shutdown by the County Traffic Operations Manager with no additional compensation to the Contractor. Contractor shall schedule work to minimize impact on the peak traffic periods. Peak periods are defined as

7:00 to 9:00 AM and 4:00 to 6:00 PM Monday through Friday. No lane closures shall be permitted during the peak periods.

29. MAINTENANCE OF TRAFFIC (MOT)

The compensation for MOT shall be one percent (1%) of the total project amount for each work order. This item will be automatically added to each work order by the County and does not require a bid price by the contractor. This pay item is intended as lump sum compensation to the contractor for the maintenance of traffic set up in accordance with the dates FDOT and Brevard County requirements for the life of this project.

30. MOBILIZATION

The compensation for Mobilization shall be five percent (5%) of the total project amount for each work order. This item will be automatically added to each work order by the County and does not require a bid price by the contractor.

31. UTILITY COORDINATION

The Contractor is responsible for coordinating with all public and private utility companies, as may be necessary for proper and safe completion of the work.

32. SUBCONTRACTING

It is understood that the Contractor will be solely responsible for the assigned work. Any subcontractors must be previously approved by the Traffic Operations Program Manager.

II EMERGENCY RESPONSE MAINTENANCE

1. PERSONNEL REQUIREMENTS

The Contractor shall provide evidence of qualified personnel, including as a minimum, one (1) IMSA Certified Level II Traffic Signal Technician, with a minimum of two (2) years of experience in traffic signal maintenance. Only IMSA Certified Level II Traffic Signal Technicians or personnel under the direct supervision of an IMSA Level II Traffic Signal Technician shall perform work on any components within the traffic control cabinet.

The Contractor shall designate a maintenance supervisor to coordinate work with County staff. In the event of an emergency or an emergency event such as a pole knockdown or natural disaster, the contractor shall be capable of responding with a repair crew within four (4) hours.

2. EQUIPMENT AND STOCK

The Contractor shall maintain at least one (1) vehicle at all times capable of performing aerial traffic signal maintenance work above thirty-five feet (35').

The vehicle and its safety equipment shall be maintained in a safe working condition.

The County reserves the right to inspect the vehicle and equipment at any time with respect to compliance with the contract.

No compensation will be made for time lost due to lack of proper equipment and materials necessary to perform routine

maintenance. It shall be the Contractor's responsibility to ensure that proper equipment and materials are available at the job site.

The County reserves the right to supply new and/or reconditioned parts to the Contractor for installation, at the County's discretion.

In the event of a natural disaster, equipment and materials for restoration may become difficult to obtain, for this reason the County maintains an emergency replacement stock. Any material or equipment provided by the County and utilized by the Contractor will be returned in kind within six (6) months, or the County will order replacements and bill the Contractor at a rate of one and one-half ($1 \frac{1}{2}$) times the replacement cost. All materials provided by the County to the contractor shall be documented on an inventory transfer sheet, and the County will maintain the original copy, with a photocopy or facsimile provided to the Contractor for mutual record keeping. In the event the County does not have the necessary parts, the County will purchase the parts from the Contractor at the Contractor's cost plus the agreed-upon markup. In the event of an emergency pole knockdown, the Contractor must have the necessary equipment and materials to restore the traffic signal to a safe operation until permanent repairs can be made.

3. PROCEDURE

The Contractor shall not commence work until verbal authorization is received from County staff. In the event of a

natural disaster or an emergency pole knockdown, the Contractor shall photograph the damaged facilities prior to commencing with repairs and after completion of the repairs. These documentation photographs shall be submitted to the County with the billing invoices. The photographs shall be submitted as a JPEG digital image with embedded date stamps.

The Contractor shall submit invoices for maintenance work to the Brevard County Public Works Department, 2725 Judge Fran Jamieson Way, Suite A-201, Viera, Florida 32940.

Invoices will not be paid without proper supporting documentation, including necessary photographs in event of a natural disaster.

4. INSPECTION AND ACCEPTANCE

The County shall inspect all work upon completion and formally accept the work before compensation can occur. It shall be the Contractor's responsibility to schedule and hold preliminary and final acceptance meetings. Failure of the County staff to detect discrepancies, poor workmanship, or faulty materials shall in no way release the Contractor from responsibility for completion of the task and successful operation as required.

5. COMPENSATION

Compensation for maintenance shall be in accordance with Exhibit B, Brevard County Traffic ITS Fiber Construction, Rehabilitation and Maintenance, attached hereto and incorporated herein. In the event work is required that is not covered by

the bid items (Exhibit B), the Contractor will be paid for labor on an hourly rate (Exhibit C) and shall submit a quote for any materials or equipment required, for approval before commencing work. Payment will be made to the nearest one-quarter hour, i.e. projects lasting 5 minutes will be paid for one-quarter hour; projects lasting 35 minutes will be paid for two quarter hours; projects lasting 50 minutes will be paid for one hour. The Contractor may charge the County for travel time to the work site, but shall not charge the County for return travel time.

Regular time work shall be work that was assigned to the Contractor between the hours of Contractor's operating hours, 8:00 a.m. through 5:00 p.m., Monday through Friday.

Overtime work shall be work that was assigned to the CONTRACTOR during those hours not defined as regular time.

Holidays may be charged at the overtime rate. Holidays are defined as those days officially designated as holidays by the Brevard County Board of County Commissioners.

Work that is initiated during regular time that is completed during overtime will be partially compensated at the regular time rate and the overtime rate, based upon the prorated share of work completed during overtime.

The Contractor will be compensated at the regular rate for work done on overtime due to the Contractor's inefficiency or voluntary election to pursue the work during overtime periods.

The County shall pay to the Contractor the actual cost of all materials furnished by the Contractor, associated with

maintenance activities, which are an integral part of the finished work, plus shipping, to which 25% shall be added for amounts up to \$100.00, 20% for amounts between \$100.00 and \$1,000.00, and 12% for all amounts equal to or in excess of \$1,000.00, said amounts to consist of the cost per item or unit which is normally sold or furnished as an integral unit. The County reserves the right to review the parts invoices to confirm material costs. The County reserves the right to purchase material to be held as inventory by the Contractor and installed in County equipment as the County may direct.

6. MULTIPLE CONCURRENT PROJECTS

The Contractor shall have adequate resources to handle two (2) or more Projects at the same time. Bidders shall define and submit a Management Plan and Resource List containing the minimum components (including personnel and equipment) to describe in detail their capability to handle multiple concurrent projects. The multiple concurrent project capability is considered a minimum requirement in the consideration of award of a contract for this solicitation.

III CONSTRUCTION AND REHABILITATION (NON-EMERGENCY)

1. PERSONNEL REQUIREMENTS

The Contractor shall provide sufficient qualified personnel as may be required to complete the assigned work, including one (1) IMSA Certified Level II Traffic Signal Technician to be available to assist in construction and rehabilitation projects as may be necessary. Only IMSA Certified Traffic Signal Level

II Technicians or personnel under the direct supervision of a Level II Technician shall be permitted to install/remove components from within the traffic control cabinet. The Contractor shall designate a construction supervisor to coordinate work with County staff.

2. EQUIPMENT AND STOCK

The Contractor shall provide sufficient equipment necessary to perform the work.

3. COMMUNICATIONS

The Contractor's construction supervisor shall be capable of communicating with County staff via pager or cellular telephone. All Contractor's telephone numbers, pager numbers, and cellular telephone numbers must be available and kept updated to Brevard County Traffic Operations Staff.

4. PROCEDURE

The Contractor shall not commence work until written authorization is received from County staff. Each notice to proceed will be sent to the Contractor at their preferred

address: Precision Contracting Services, Inc.
15834 Guild Court
Jupiter, FL 33478

The notice to proceed shall designate the time of completion for the work. Significant or consistent failure to complete the work in accordance with the agreed upon schedule is cause for termination.

A preconstruction conference is required prior to commencing work, unless specifically waived by County staff.

The Contractor is responsible for obtaining the location of all utilities in the vicinity of the work.

Upon completion of the work, the County and the Contractor will conduct a final inspection, during which a "punch list" will be developed. Upon completion of the punch list items, the COUNTY will accept the work, and will notify the Contractor of preliminary acceptance pending satisfactory completion of the burn-in period.

Construction and rehabilitation work shall have a sixty (60) day burn-in period, during which the Contractor is responsible for any maintenance calls, without charge to the County except for malfunction of County-supplied equipment. During the burn-in period, and during the construction phase of the project, the Contractor shall be capable of responding to emergency calls within a two (2) hour time frame. The County shall not be responsible for the emergency maintenance of construction or rehabilitation work during the construction or burn-in phases of the project.

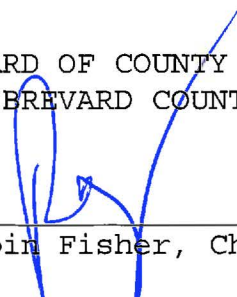
The Contractor shall submit invoices for construction and rehabilitation work to the address indicated on the Notice to Proceed.

Invoices may be submitted on a monthly basis in accordance with the work completed. The Contractor shall certify the work that has been completed.

Invoices will not be paid without proper supporting documentation.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

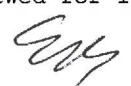
BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Robin Fisher, Chairman

Approved by the Board on September 16, 2014

Reviewed for legal form and content:



Deputy County Attorney

ATTEST:

PRECISION CONTRACTING SERVICES, INC.





Cindy S. Boyd, President

*Subscribed and sworn to before me this
7th day of July, 2015. Janice M. Davis*

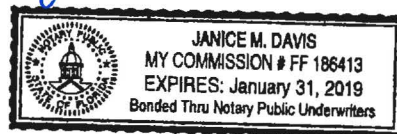


Exhibit A

Brevard County Traffic Operations

Intelligent Transportation Systems Specifications and Technical Special Provisions June 22, 2015

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Supplemental Specifications For Signalization and Highway Lighting March 26, 2015

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Brevard County Traffic Engineering Signalization General Notes January 16, 2015

Brevard County Traffic Operations

2015

Intelligent Transportation Systems Specifications and Technical Special Provisions



6/22/2015

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1 Introduction

This document defines the technical specifications for the Intelligent Transportation System (ITS) equipment for Brevard County. The users of this document are envisaged to be the Consultants, Contractors, ITS equipment supplier/vendors, and Stakeholders (directly or indirectly involved in the project) who are providing ITS equipment and services for Brevard County Public Works, Traffic Operations Program.

This document details the technical specifications for the design, supply, installation, commissioning, and maintenance requirements for ITS equipment.

If there is a case of uncertainty with regards to the specification for ITS equipment the Brevard County Traffic Operations Manager or the ITS Systems Operator shall be consulted immediately before progressing any further.

2 General Provisions for ITS

All contractors, utility companies, and public agencies shall adhere to items outlined in these technical specifications when working with Brevard County Traffic Operations ITS facilities. Any contractor, subcontractor entering into a contract with the prime contractor, utility company, public agency, or other individual entering into a contract with the County to perform the work shall be construed herein as the “Contractor”.

All work and materials shall be in accordance with the latest editions of the following standards:

- Manual on Uniform Traffic Control Devices (MUTCD)
- FDOT Design Standards
- FDOT Minimum Specifications for Traffic Control Signals and Devices
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Plans Preparation Manual

Nothing in the Plans and Specifications shall be construed to permit work not complying with these standards.

3 Materials and Equipment

All equipment and components shall meet the requirements of FDOT’s minimum specifications and be listed on the Department’s Approved Product List (APL). All materials furnished and used shall be new, except such used materials as may be specifically provided for on the Plans.

All electrical installations shall be in accordance with the NFPA National Electrical Code. Examination, identification, installation, and use of materials and equipment shall be approved by the ITS Systems Operator.

4 Maintaining Existing ITS Systems

Existing electrical and communication systems, or approved temporary replacements thereof, shall be kept in effective operation during the progress of the Work, except when shutdown is permitted in writing by the ITS Systems Operator. The Contractor shall notify the ITS Systems Operator at least two full working days (not less than 48 hours) prior to the shutdown of any traffic signal or communication system. Shutdowns of ITS systems shall be limited to the period from 9 a.m. to 4 p.m. of normal working days, excluding holidays, weekends, and nonworking days as directed by the Traffic Operations Manager or their representative.

5 Scheduling of Work

The Contractor shall submit a written schedule to the Traffic Operations Manager and ITS Systems Operator one week in advance of the start of ITS work. Any deviation from the approved submitted schedule must be approved by the Traffic Operations Manager or their representative.

The Contractor shall notify the Traffic Operations Manager and ITS Systems Operator at least two working days in advance of any electrical work and also at least two working days in advance of any work done intermittently to facilitate inspection.

Emergency Repair response times will be as follows:

- The response time for any mal-functioning ITS equipment resulting in degradation of the normal flow of traffic, thereby creating unsafe conditions shall be within four (4) hours of notification. The contractor shall provide the emergency phone number for his/her standby technicians to the Brevard County Traffic Operations Manager and the ITS Systems Operator for such notification.
- The contractor shall restore or repair all mal-functioning ITS equipment to the original level of operation prior to the malfunction within twenty-four (24) hours of notification, or at an agreed upon time between the Traffic Operations Manager and the Contractor.
- The contractor shall restore all malfunctioning Advance Vehicle Detection Systems, by means of temporary or permanent detection. Vehicle Detection shall work to its original level of operation prior to the malfunction within twenty-four (24) hours of notification, or at an agreed upon time between the Traffic Operations Manager and the Contractor.
- The contractor shall restore all offline communications and shall work to its original level of operation prior to the malfunction within twenty-four (24) hours of notification. Temporary fiber optic mechanical or fusion splice may be used to restore communications within twenty-four (24) hours, or at an agreed upon time between the Traffic Operations Manager and the Contractor; however fusion splicing and/or a full replacement of the fiber optic run (nearest fiber vaults on both sides of a break) shall be required prior to final acceptance.

The contractor shall provide all necessary equipment and manpower during the course of construction.

6 Maintenance of Traffic

The Contractor shall submit a Maintenance of Traffic (MOT) Plan to the Traffic Operations Manager and ITS Systems Operator for review and approval one week in advance of the start of ITS work. The MOT plan shall conform to the latest edition of the FDOT Design Standards 600 series and the MUTCD.

An approved MOT Plan shall be required any time work is being performed within the Brevard County or FDOT Right of Way regardless of whether a permit is required. A copy of the MOT plan shall be kept on site at all times.

The contractor shall designate a Safety Supervisor who shall be directly responsible for the specified MOT plan to be implemented. The Safety Supervisor shall be available to Brevard County's Traffic Operations Manager or the ITS Systems Operator at all times.

The contractor shall have the responsibility of the setup and removal of all MOT devices when required. All such devices shall be in place before work begins, be correctly maintained while in use and be removed when work is complete. If, for an intermediate period, they do not apply to existing conditions, they shall be removed or covered. All of the aforementioned devices shall be moved as often as necessary to conform to the limits of the construction in order to convey their intended message clearly and correctly to the traveling public.

If it appears that the contractor has neglected to provide the safeguards which are necessary for the safe and proper maintenance of traffic, the County may place such working force and equipment on the work as may be necessary to provide for safe travel for the public, as determined by the County. In this case, the cost of the labor, equipment rental, material, and supervision will be charged to the contractor. The Brevard County Traffic Operations Manager may choose to provide corrective measures utilizing a secondary contracted vendor, in which case all direct costs shall be billed to the contractor.

The contractor shall maintain traffic vehicle detection and ITS communications as part of the maintenance of traffic. The cost for temporary traffic vehicle detection and temporary ITS communications shall be included as part of the lump sum maintenance of traffic pay items.

All construction and maintenance operations shall be scheduled to keep traffic delays to a minimum. Included in the operational category are such things as equipment, material delivery, vehicles, workers' vehicles, loose soil, dust and any other conditions, which may affect the traveled portion of the roadway or sidewalk, which may be carried to or from the worksite, shall be placed or stored in a planned manner to minimize the interference with traffic. The areas provided for material storage shall not be used for parking of the workers' vehicles.

7 Documentation

All ITS work shall be supplied with technical documentation as may be necessary to enable the end-user to operate, maintain, dismantle, reassemble, adjust, modify, extend, and dispose of any part of the system. ITS documentation may include maps, design plans, as-built record drawings, diagrams, specifications, manuals and handbooks, and any other information appropriate to the equipment being supplied.

Detailed design drawings shall be submitted to the ITS Systems Operator for review and approval. The drawings shall show materials specifications for each item of equipment proposed for use. Schematic diagrams shall be included. The proposed design for foundations of any poles or structures shall include design calculations and drawings.

When mounting ITS equipment on existing structures, an analysis of the structure to ensure the structure will not fail with the additional equipment shall be provided. The analysis must be performed by a fully qualified professional whose credentials shall be provided to the Traffic Operations Manager.

As-built record drawings shall include longitude and latitude data accurate to within two (2) meters for each of the ITS equipment and infrastructure installed. Fiber optic conduit, pull boxes, splice box locations, size of the conduit, fiber strand count, fiber type, and the type of splice/pull box shall be identified on the drawing.

8 ITS Telecommunications Network

The network is comprised of the following elements connected together in configurations appropriate to deliver the required service:

- Fiber Optic Cable
- Fixed line Transmission Equipment
- Wireless Transmission Equipment
- Data Cables
- End Devices

8.1 Fiber Optic Cable Requirements

The Contractor shall furnish, install, splice, and test all fiber optic cable trunk (72 fiber single mode) and drop cable (12 fiber single mode), fiber optic assemblies, patch cords, and all passive network infrastructures including, but not limited to splice trays and closures, patch panels, fan-outs, terminations, and fusion splices.

Furnish all tools, equipment, materials, supplies, and manufactured articles, and perform all operations and equipment integration necessary to provide a complete, fully operational passive fiber optic infrastructure.

The following are the minimum requirements for fiber optic cable:

- The fiber optic cable installation techniques and procedures shall be as specified by the cable manufacturer and shall be such that the optical and mechanical characteristics of the cables are not degraded at the time of installation. The central strength member and aramid yarn shall be attached directly to the pulling eye during cable pulling. "Basket grip" or "Chinese finger" type attachments to the cable outer tensile rating shall be used on all pulls.
- Contractor shall notify the ITS Systems Operator at least two full working days prior to disconnecting any fibers and all fiber splicing. Mid-span splices to the fiber optic trunk cable should be avoided and will need to be approved by the Traffic Operations Manager or the ITS Systems Operator.
- Under no circumstances shall energized cable be placed in the same conduit or pull box as fiber optic cable.
- Fiber optic cable shall include a 12 gauge, single conductor locate wire pulled in the same underground conduit as the fiber optic cable. This wire shall have oil and water resistant orange insulation. The locate wire shall terminate at ground rods on the eastern and western extents of the underground runs.
- Fiber optic drops from the trunk cable to the controller cabinets shall be accomplished via a splice enclosure adjacent and external to the cabinets, with 12-fiber SM pre-terminated drops into the traffic cabinet.
- Unless otherwise noted in the plans, fiber optic minimum slack requirements are 50 feet for drops and 200 feet for trunk cable in splice vaults.
- Termination panels, fiber terminations and jumpers will be incidental to the cost of the drop cables. All existing cabinets require new termination panels, do not use existing.
- Fiber optic connection hardware (splice enclosure) includes all splice trays as necessary.
- No contractor shall be permitted to move any patch panel connections unless indicated on the plans or without prior approval. Any patch panel changes shall be documented in writing.
- All work involving the splicing or testing of live fibers is to be performed outside of normal business hours (7am-6pm Monday - Friday) unless approved by the traffic operations manager.
- All fiber optic conduits shall have a "Brevard County Fiber Optic Cable Buried Below" warning tape continuously run in the trench 18 inches below grade. In addition, raised markers indicating "Brevard County Fiber Optic Cable Buried Below" shall be installed at each fiber vault along the fiber route and at any turns in the conduit run.

- Conduit run shall not exceed 270° of bends between fiber vaults or junction boxes.
- All HDPE conduit connections shall be joined with electro-fusion coupling.
- Minimum required conduit bury depths shall be maintained where conflicts occur with drainage or other utilities per these plans.
- All new underground conduits shall be sealed at both ends to prevent the entry of dust, dirt or moisture.
- All conduit trenches shall be backfilled completely to provide safe crossing by the end of each working day or whenever the work zone becomes inactive. The contractor shall not open any area that cannot be backfilled in the same day/night operation.
- It shall be the contractor's responsibility to examine job site conditions before submitting bid proposals in accordance with Section 2-4 of the FDOT specifications. The contractor shall hand dig the first 4 feet to verify possible utility conflict.
- Multiple conduit runs in the same trench shall be jack and bored or directional bored for the first conduit only. Subsequent conduit runs will be paid for as underground.
- The contractor shall maintain the existing fiber optic network within the limits of construction. At no time shall there be any loss of communications or data along the Brevard County fiber optic network. Any construction activities within ten feet of the fiber optic network shall be performed on one side of the road at a time. The contractor shall review specification 631 for other Fiber Optic Network preservation details.
- Upon final acceptance of the project, the contractor shall provide a complete set of as-built record drawings with all changes marked in red to the ITS Systems Operator. The as-builts shall contain accurately dimensioned locations for fiber optic cable; pull boxes, power services, conduits, structures, and field components. The as-built plans shall include a record of the color designations of all HDPE conduits used, as well as fiber splicing and port assignments.

8.2 Fiber Optic Cable Pull, Splice, and Junction Boxes

Fiber Optic Pull, Splice, and Junction Boxes shall be furnished and installed in accordance with FDOT Specification 635. The fabrication material shall be of a composite mixture of polymer and concrete and reinforced by a heavy-weave fiberglass creating a material compressive strength of no less than 110 psi. Fiber Optic Pull Boxes shall have a minimum design rating of 20,800 lbs. over a 10-inch by 10-inch area and be designed and tested to temperatures of -50° F.

- All fiber optic pull boxes shall have "Brevard County Fiber Optics" stamped on the cover.

- Each fiber optic pull box shall include a minimum of 20 linear feet of grounding electrode in accordance with FDOT standard specifications section 620 and shall meet a measured resistance of 25 ohms or less. If 25 ohms or less is not obtained with the initial 20 linear feet of grounding electrode, then additional grounding electrode or a grounding array shall be installed until measured resistance of 25 ohms or less is achieved.

8.3 ITS Network Devices

The ITS Network consists of a system of device servers that includes a central processing unit (CPU), real-time operating system (RTOS), Transmission Control Protocol/Internet Protocol (TCP/IP) stack, and Ethernet and serial data ports to allow connection of serial devices through connections to an Ethernet network. Ensure that the device server (also referred to as a terminal server) encapsulates serial data in network packets and transports them across IP networks. Ensure that the device server provides 99.999% error-free operation and EIA-compatible Ethernet data communication by way of a Category 5E copper or fiber optic transmission medium and an encryption feature that provides data security and prevents interception or “sniffing” of transmitted information by unauthorized parties. Data security shall comply with Version 2 of the Secure Shell Protocol (SSHv2), or the NIST requirements as defined in the Federal Information Processing Standard (FIPS) Publication (PUB)-197 for the Advanced Encryption Standard (AES).

The ITS Private Network provides for device servers that supports local and remote configuration and management, which must include access to all user-programmable features, including but not limited to addressing, port configuration, device monitoring, diagnostic utilities, and security functions. Ensure that the device server supports configuration and management via serial login, SNMP, telnet login, and browser-based interface.

The following are the Minimum Standards for the Layer II and Layer III Switching equipment utilized by Brevard County Traffic Operations ITS:

Layer II Switch

- Network Switches shall be Managed Field Ethernet Switch ITS-8040 – ITS Express – with the following functionality.
- The managed Layer 2 switch shall provide a minimum of 12 Ethernet ports including 4-1000BaseX SFP ports and 8-10/100/1000BaseT, 10/100/1000BaseX SFP auto-negotiating combo ports.
- All SFP ports shall operate multimode or Singlemode SFP transceivers and provide SFP monitoring with compatible modules so that SFP temperature, received/transmitted light levels, and operating voltages can be displayed.
- Copper ports shall include a cable test feature that displays pair continuity, transposition, cable length and electrical shorts.

- The Layer 2 managed switch must be capable of sustained operation in the -40 to 85 degree Celsius temperature range at up to 95% humidity, without cooling fans.
- The switch hardware shall provide a minimum 24 gigabit per second backplane.
- Physical installation into the operating environment shall be via DIN rail or wall mount bracket.
- Network protocols supported shall include IGMP versions 1-3, IEEE 802.1s MSTP, sFlow, IEEE 802.1q VLAN tagging, IEEE 802.1ab Link Layer Discovery Protocol, ITS-Ring redundancy protocol, and IEEE 802.3ad Port Trunk with LACP.
- The management functionality shall be available via HTTP, telnet, or craft console port.
- Context sensitive help will be provided through the web interface. MAC address filtering per port shall be provided. Port mirroring capability must be provided with output selectable from the mirrored transmitted, received, or all packets.
- The Layer 2 switch must be capable of sending SMTP email messages to operators when triggered by events such as link failure or SFP over-temperature; these same messages are to be stored in an onboard retrievable syslog. Access Command Lists (ACLs) controlling ingress or egress traffic shall be configurable.

Layer III Switch

- Network Layer III Switches shall be the Juniper Networks EX4200 Ethernet switch with Virtual Chassis technology, high availability (HA) redundancy and carrier-class reliability of modular systems – with the following functionality.
- Backplane: 128 Gbps Virtual Chassis interconnect to combine up to 10 units as a single logical device.
- GbE SFP optic/connector type: RJ-45 or LC SFP fiber supporting 1000BASE-T SFP, SX (multimode), LX (single-mode), LH/ZX (single-mode) and BX (single strand).
- Environmental Ranges of Operating temperature: 32° to 113° F (0° to 45° C), • Storage temperature: -40° to 158° F (-40° to 70° C), Operating altitude: up to 10,000 ft (3,049 m), Non-operating altitude: up to 16,000 ft (4,877 m), Relative humidity operating: 10% to 85% (noncondensing), Relative humidity non-operating: 0% to 95% (noncondensing)
- Cooling (Airflow: 20.3 cfm) by Field-replaceable fan tray with multiple blowers (3) and Switch remains operational even if one blower fails.
- Supports Layer II features:
 - IEEE 802.1AB: Link Layer Discovery Protocol (LLDP)
 - LLDP-MED with VoIP integration
 - IEEE 802.1D: Spanning Tree Protocol

- IEEE 802.1p: CoS prioritization
- IEEE 802.1Q: VLAN tagging
- IEEE 802.1s: Multiple instances of Spanning Tree Protocol (MSTP)
- IEEE 802.1w: Rapid reconfiguration of Spanning Tree Protocol
- IEEE 802.1X: Port Access Control
- IEEE 802.1ak: Multiple Registration Protocol
- IEEE 802.3: 10BASE-T
- IEEE 802.3u: 100BASE-T
- IEEE 802.3ab: 1000BASE-T
- IEEE 802.3z: 1000BASE-X
- IEEE 802.3ae: 10 Gigabit Ethernet
- IEEE 802.3af: Power over Ethernet
- IEEE 802.3x: Pause Frames/Flow Control
- IEEE 802.3ad: Link Aggregation Control Protocol
- Supports Layer III features:
 - IPv4
 - Max number of ARP entries: 16,000
 - Max number of IPv4 unicast routes in hardware: 16,000
 - Max number of IPv4 multicast routes in hardware: 8,000
 - Routing protocols: RIPv1/v2, OSPF, BGP, IS-IS
 - Static routing
 - Routing policy
 - Bidirectional Forwarding Detection
 - Layer 3 redundancy: VRRP
- High Availability with Non-Stop Routing (NSR) - PIM, OSPF v2 and v3, RIP v2, RIPnG, BGP, BGPv6, ISIS, IGMP v1, v2, v3
 - Non-Stop Software Upgrade (NSSU)
 - Redundant, hot-swappable power supplies
 - Redundant, field-replaceable, hot-swappable fans
 - Graceful Route Engine Switchover (GRES) for Layer 2 hitless forwarding and Layer 3 protocols on RE failover
 - Graceful protocol restart – OSPF, BGP
 - Layer 2 hitless forwarding on RE failover

8.4 ITS Traffic Detection and Monitoring Systems

The traffic detectors are interfaced with roadside controllers and management systems to provide valuable real-time and historical data, including speed, volumes, vehicle presence, occupancy, gaps, and incident occurrence. This data is utilized to complete a variety of functions, including real-time traffic and incident management, historical analysis, and performance measuring. The types of vehicle detection systems that are currently used in Brevard County include:

- Inductive Loop Detection
- Video Imaging Vehicle Detection Systems

- Magnetometer Detection Systems
- Microwave Vehicle Detection Systems
- Bluetooth® Device Matching Systems

The traffic detector system shall use standard data communication protocols and be compatible with the Traffic Management Center (TMC) master software. The equipment shall be designed and installed such that it is easily accessible and does not require proprietary tools during routine preventative maintenance.

8.5 Closed Circuit Television (CCTV) Cameras

The CCTV cameras enable the Traffic Management Center (TMC) operators to have an enhanced situational awareness of the transportation network via transmission to the TMC over the County's fiber optic communication system. Components of CCTV cameras includes lens, housing, pan/tilt drive, cabling, camera interface panel, communications interface fiber, mounting arm, power supply, electrical cabling, and connections. Replacement CCTV cameras shall match existing IRC deployed devices, Bosch G4 or approved equal.

The contractor shall furnish and install the required CCTV camera-mounting arm as shown in the plans. Required hardware and banding shall be incidental to the camera installation. The mounting arm shall mate with the conduit that contains the camera communications cable. The mounting arm shall completely conceal the camera communications cable so that exposed wiring is at a minimum. The attachment of the CCTV camera assembly to the mounting arm, the electrical connections, and the attachment of the arm to the camera support structure shall be in accordance with the camera manufacturer's installation recommendations.

The CCTV system shall include a mechanical zoom lens and also use digital signal processor technology supporting electronic zoom. The lightweight camera zoom lens shall be mounted on a high speed digital stepping motor controlled pan and tilt unit. Both pan and tilt unit and camera shall be mounted in a dome environmental housing which provides environmental protection for camera and pan, tilt, and zoom (PTZ) electronics.

Ensure that the software application provides PC desktop display of IP network video streams and control of any PTZ camera connected to the network. The decoder and PTZ functions may be achieved through the use of discrete software applications. Ensure that the software-based decoder offers an open API and software development kit available to the owner at no cost for integration with third party software and systems.

9 ITS Facility Management (ITSFM)

The Brevard County Traffic Operations Program has implemented a tool with a proven capability for managing the countywide fiber optic communication network, as well as the ability to manage a wide range of ITS subsystems consisting of field devices, traffic signal equipment, and other fiber related facilities throughout network. These ITS subsystems are comprised of a complex network of fiber optic and electrical cables, electronics, and field devices that are constantly changing

through system expansions, routine maintenance, or equipment updates. The County's Traffic Operations program has chosen to align with the FDOT and follow their endorsement of the ITS Facility Management (ITSFM) system application.

FDOT has procured an enterprise Statewide license from the ITSFM manufacturer and through an agreement between the State of Florida's Regional Partners and FDOT to offer access to a single statewide implementation that is administered centrally by FDOT, but available to all users over the Internet in a secure manner. The ITSFM application system will improve the County's Traffic Operations department's ability to effectively maintain and reduce the efforts required to troubleshoot maintenance issues and plan and design timely network expansions or rearrangements.

ITSFM is a GIS (Geographical Information System) based web application that provides for the modeling of the fiber network facilities and connected fiber devices, as well as ITS devices and the electrical systems powering the ITS device sites. This application provides dynamic and interactive mapping of the County's fiber network, as well as compiles information about network assets into a single, accessible geo-based graphical and tabular database allowing the Traffic Operations Program to manage the entire system.

It is important that the system be updated as changes and upgrades are made to the transportation system. As part of this effort, the Contractor may be required to provide additional documentation of the ITS facilities that have been installed. The Contractor shall refer to and comply with the FDOT ITS Construction Inspection and As-built Guidelines available on the web. The Contractor shall utilize the procedures and forms available, including Daily Report of Construction, ITS Quality Checklists, the ITSFM Attribute forms, and the as-built guidelines presented in these Guidelines and through the FDOT ITSFM website.

**Brevard County
Traffic Operations**



**SUPPLEMENTAL SPECIFICATIONS FOR
SIGNALIZATION AND HIGHWAY LIGHTING**

March 26, 2015

1. General Specifications

- 1.1. All construction, installation and equipment shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition, and the FDOT Design Standards, latest edition, except as otherwise noted herein. If there are conflicts between this specification and the FDOT documents noted above, this specification shall govern.
- 1.2. The Contractor shall submit three (3) sets of shop drawings; three (3) sets of manufacturer's descriptive literature; technical data for each equipment item proposed; and three (3) sets of construction plans showing the cable runs, conductors and conduit for each intersection to be constructed. Additional sets may be required for other agencies.
- 1.3. The Contractor shall submit one (1) electronic copy and three (3) sets of as-built plans to Traffic Operations showing the cable runs, conductors, and conduits for each intersection. These as-builts shall meet the latest FDOT Standard Specifications for Road and Bridge Construction, Specification 611 - Acceptance Procedures for Traffic Control Signals and Devices.
- 1.4. Signals at previously unsignalized intersections shall be placed in flashing operation for no less than seven (7) days and no more than fourteen (14) days prior to being placed into full operation.
 - 1.4.1. Signals shall be placed in full operation only on a Tuesday, Wednesday, or Thursday.
 - 1.4.2. Brevard County Traffic Operations shall be given notice 12 hours prior to being placed in flash and 24 hours prior to activation.
 - 1.4.3. When requested by the Traffic Operations Program Manager or their designee, the Contractor shall provide a Portable Dynamic Message Sign (PDMS) displaying "CAUTION" and "NEW SIGNAL AHEAD".
 - 1.4.4. PDMS shall be placed on two (2) approaches as directed, typically 500 feet in advance of stop bars. PDMS shall be capable of automatic day/night visibility and operation for seven (7) days, in any weather, with 2-hour response time in case of failure.
- 1.5. Maintenance of Traffic shall be in accordance with FDOT Design Standard Index 600 Series and the Manual on Uniform Traffic Control Devices (MUTCD), latest edition.
- 1.6. The County has the first right to equipment designated to be removed from the site. Before the final inspection the contractor shall deliver equipment claimed by the County to Traffic Operations, 580 Manor Drive, Merritt Island, Florida 32952. The contractor shall dispose of any equipment not claimed by the County per FDOT specification.

2. Signal Construction Specifications

- 2.1. Two (2) conduit runs shall be provided between each pole and the cabinet entry pull box. Pull strings shall be installed in empty conduits. At minimum, there shall be seven (7) - 2" conduits and two (2) - 1" conduits entering the cabinet, as follows. (See also Exhibit A)
 - 2.1.1. Seven (7) 2" conduits to include: (2) signal cable, (1) pedestrian cable, (1) communications, (1) detector, and (2) spare from the cabinet to the nearest pull-box.
 - 2.1.2. Two (2) 1" conduits to include: (1) Rigid Galvanized Steel (RGS) electrical service per FDOT Specification 630 - Conduit and (1) PVC for ground rods.
- 2.2. A generator tie-down consisting of a 12" eye bolt shall be installed on the hinge side of the cabinet pad. See Exhibit A.

- 2.3. Cabinets, pedestrian signal, flasher pedestal bases, and vehicle signals shall be attached with “Red Head anchors” (5/8” – 3/4”).
- 2.4. Cabinet bases shall be a minimum of 10” above the adjacent top of curb or edge of pavement, and must include a technician pad (see Exhibit A). All cabinet bases shall be able to accommodate an uninterruptable power supply (UPS). Refer to Section 5 for UPS Specifications. Contractor shall notify Traffic Operations a minimum of 48 hours prior to base installation.
- 2.5. An anti-seize compound shall be applied to the threads of all nuts, bolts, and attachment hardware that are exposed to weather. The compound shall be applied during installation and whenever fasteners are manipulated during maintenance. A contact paste shall be applied in accordance with manufacturer's recommendations on all electrical connections inside the service disconnect.
- 2.6. Hardware connections exposed to weather shall be sealed with appropriate gasket material, or clear silicone caulk. This includes top-of-signal to mounting hardware connections.
- 2.7. Mast arm assemblies shall be unpainted, galvanized steel unless otherwise directed by the Traffic Operations Program Manager.
- 2.8. Pedestrian cable assemblies shall be continuous between each mounting pole and the cabinet. No splicing will be allowed in intermediate locations or disconnect hangers unless approved otherwise.
- 2.9 Priority pre-emption shall be a continuous run (no splices) and shall be rated for wet locations.

3. Illumination Systems Specifications

- 3.1. Intersection lighting and/or illuminated sign control shall be accomplished with a single control point and photocell, connected to the spare breaker slot in the service disconnect or in the cabinet where applicable.
- 3.2. Street lighting systems shall be of the 4-wire design, with one (1) neutral line, two (2) electrical feed lines (example: 2-240 VAC lines of opposite phases of 480 VAC), and one (1) bonded ground line with a breakaway-type fused link at the base of the pole.
- 3.3. Light pole bases shall include a transformer base of TB-1 or TB-2 configuration as bolt circle conversion requires.
- 3.4. Where a cobra head fixture is required, a flat medium cut-off lens is to be provided at minimum.
- 3.5. Where lighting structures are visible from the Atlantic shore, proper shielding shall be provided to direct lighting away from the beach. Beachside inspections will include nighttime viewing to ensure that no stray light shines toward the beach. Final approval is subject to compliance with State and Federal regulations.
- 3.6. All street lighting shall be provided by either 250 Watt or 400 Watt High Pressure Sodium lamps with mogul base, unless Low Pressure Sodium lighting is required for environmental reasons.
- 3.7. Street lighting structures adjacent to, or over, open waterways need to be equipped with vibration dampeners as recommended by the manufacturer.

4. Traffic Control Equipment

- 4.1. For system compatibility the equipment listed below shall be manufactured by the following companies or with identical and/or specified designs when approved by the Traffic Operations Program Manager or their designee:
 - 4.1.1. Signal disconnects, adjustable hangers, and saddle clamps - Engineered Castings Corporation.
Cost Cast is not permitted.

- 4.1.2. Traffic signal service disconnect (breaker box) -100 Amp service with lightning arrestor terminated under separate lug as required in NEC 2010 manufactured by Square D - QO Series, GE, or Siemens.
 - 4.1.3. Traffic signal heads shall be all black polycarbonate Econolite with a reinforcement plate in the top sections and retro reflective back plates.
 - 4.1.4. Signal indications shall be Gelcore Series Light Emitting Diode (LED) modules by GE.
 - 4.1.5. Pedestrian signal heads shall be all polycarbonate, 1-section (16"x18") with two ¼" weep holes in the bottom of the fixture and LED countdown indications.
 - 4.1.6. Loop Detectors shall be LCD 2-channel rack mount detectors by Eberle Design (Oracle Series), Naztec, or Reno A&E.
 - 4.1.7. Pedestrian detectors shall be Bulldog Series piezo-activated detectors with a momentary indicator by Polara, with one ¼" weep hole in the bottom.
 - 4.1.8. Video Detection shall be Encore Terra cameras with integrated machine vision processors by Autoscope.
 - 4.1.9. Cameras shall be connected by a three-wire connection between overhead video processor and the control cabinet for networking, video streaming, and data communications. Coaxial cable is not permitted.
- 4.2. The Traffic Controller Cabinet will be a TS-2 Type 1 Cabinet, with a UPS Assembly installed separately. The Traffic Signal Cabinet and UPS cabinet will stand alone. (No Integrated Signal Cabinets) Traffic Control Equipment shall be compatible with Brevard County ATMS.now software package by Naztec/Trafficware, Inc. and shall comply with the following provisions:

Quantity	Description
1	Naztec TS2 Type 1 ATC Ethernet Enabled Controller version 76.x
1	Type 6 Signal Controller Cabinet
1	MMU Model 516L-E with Ethernet
3	TS2 BIU Model 130
16	NEMA Load Switches
1	NEMA Flasher
5	Flash Transfer Relays
1	Luminaire Panel w/ test switch and photo-cell
1	TS2 Cabinet Power Supply
1	16 Channel Detector Rack
1	2 Channel Opticom Rack & Field Panel
1	16 Channel Loop Detector Panel w/ 16 SRA-6LC Surge Arrestors
1	Set of FL DOT Spec Load Resistors for Back Panel
1	Ball Bearing Roller Drawer
1	Generator Plug-in Module 639-4-1
4	Naztec LCD Detector 2 CH TS2 660-1-10
1	Express Supply ITS Express Ethernet Switch Model 8040 (Ethernet Switch includes connection between switch and controller)

5. Uninterruptible Power Supply (UPS) Batteries

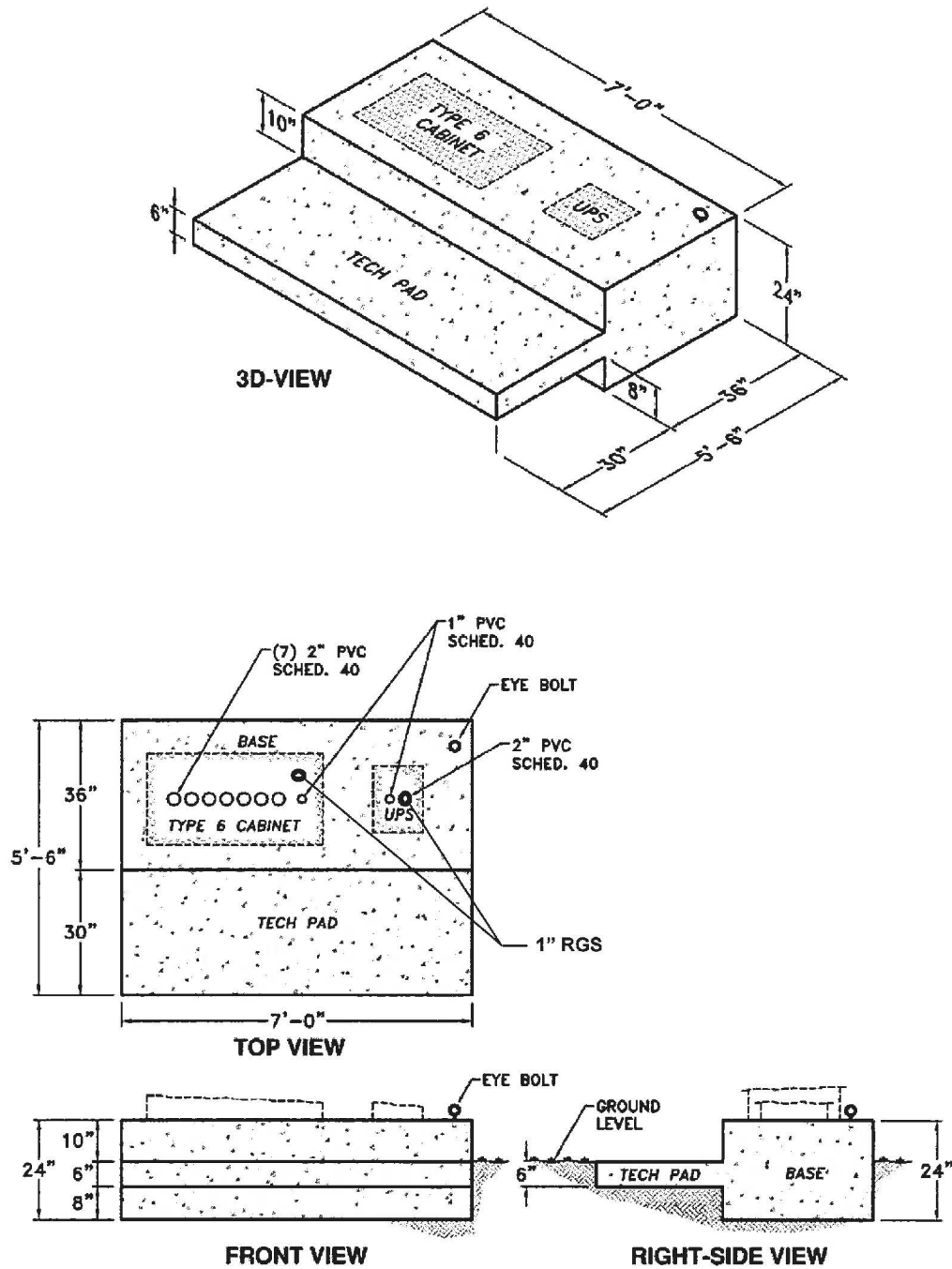
- 5.1. The UPS shall be an Alpha FL08 UPS FXM1100 with 220 GXL Batteries for 8.5 hours run time at 450W (Batteries with a battery balancer which provides a 5 year warranty).
- 5.2. The Alpha Outdoor Enclosure Type 6 shall be a stand-alone base mount style only.

6. Back-Up Generator

- 6.1 Generator shall be a Portable Honda EU 3000iS generator 3000W, 120V super quiet, with convenient electric start.
- 6.2 Generator shall be fuel efficient up to 20 hours on 3.4 gallons of gas.
- 6.3 Inverter provides stable power for computers and more.
- 6.4 Honda EU 3000 Wheel Kit to be included.

**Brevard County Traffic Engineering
Supplemental Specifications for Signalization and Highway Lighting**

Exhibit A – Concrete Cabinet Base



*Brevard County
Traffic Engineering*



**BREVARD COUNTY TRAFFIC ENGINEERING
SIGNALIZATION GENERAL NOTES
January 16, 2015**

1. EQUIPMENT, INSTALLATION, AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SPECIFICATIONS AND THE FOLLOWING, UNLESS OTHERWISE NOTED.
 - a. FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
 - b. FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST EDITION.
 - c. BREVARD COUNTY SUPPLEMENTAL SPECIFICATIONS FOR SIGNALIZATION AND HIGHWAY LIGHTING, LATEST EDITION (2015)
 - d. IF CONFLICTS ARISE, THE BREVARD COUNTY SUPPLEMENTAL SPECIFICATIONS SHALL GOVERN.
2. THE MAINTAINING AGENCY IS BREVARD COUNTY TRAFFIC OPERATIONS. THE CONTRACTOR SHALL NOTIFY THE MAINTAINING AGENCY AT LEAST 72 HOURS BEFORE BEGINNING TRAFFIC SIGNAL RELATED WORK (321-455-1440).
3. CHANGES IN THE PLACEMENT OF VEHICLE DETECTION LOOPS, ZONES OR ANY PART OF THE SIGNALIZATION PLANS ARE PROHIBITED, UNLESS WRITTEN APPROVAL IS OBTAINED FROM BREVARD COUNTY TRAFFIC OPERATIONS MANAGER OR THEIR DESIGNATED REPRESENTATIVE.
4. DETECTOR UNIT RACKS SHALL BE PLAINLY LABELED BY DETECTOR AND PHASE IN ACCORDANCE WITH THE SIGNAL-OPERATING PLAN AND NEMA STANDARD.
5. ALL SIGNAL HEADS SHALL HAVE TUNNEL VISORS AND LED DISPLAYS.
6. ALL VEHICULAR SIGNAL HEADS SHALL BE BLACK ALL POLYCARBONATE. FOR SPANWIRE INSTALLATIONS, THE TOP SECTION OF THE THREE-SECTION HEADS SHALL BE REINFORCED WITH A STAINLESSS OR CADMIUM PLATED STEEL PLATE. ALL FIVE-SECTION SIGNAL HEADS SHALL OPEN AWAY FROM THE CENTER OF THE SIGNAL HEAD FOR SERVICE ACCESS.
7. FOR SPANWIRE INSTALLATIONS, FIVE SECTION SIGNAL HEADS SHALL BE LIGHTWEIGHT WITH AN ALUMINUM TOP SECTION.
8. PEDESTRIAN FACILITIES SHALL NOT BE OBSTRUCTED BY SIGNAL EQUIPMENT.
9. THE CONTRACTOR IS REQUIRED TO INSPECT THE INSTALLATION OF THE TRAFFIC SIGNALS IN ACCORDANCE WITH FDOT SPECIFICATION 105-5.10. THE CONTRACTOR SHALL COORDINATE THE FINAL ACCEPTANCE INSPECTION IN ACCORDANCE WITH FDOT SPECIFICATION 611-2.2 WITH BOTH THE ENGINEER OF RECORD AND THE MAINTAINING AGENCY AT LEAST TEN DAYS IN ADVANCE SO THAT THEY CAN BE PRESENT.
10. THE CONTRACTOR SHALL HAND DIG THE FIRST (4) FEET AT EACH POLE LOCATION AND (2) FEET AT EACH PEDESTAL LOCATION TO VERIFY NO UTILITIES CONFLICTS.

11. THE MAINTENANCE OF THE SIGNALS SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR FROM THE TIME WORK BEGINS OR ANY GROUND IS BROKEN ON SITE UNTIL FINAL ACCEPTANCE.
12. THE CONTRACTOR SHALL HAVE AN IMSA LEVEL II CERTIFIED SIGNAL TECHNICIAN ON CALL WITHIN A MAXIMUM OF TWO HOURS RESPONSE TIME.
13. EQUIPMENT SHALL MEET THESE FUNCTIONAL SPECIFICATIONS OR REQUIREMENTS:
 - a. SIGNAL CONTROLLERS AND CABINETS – CABINET SHALL BE OF NEMA TS-2 TYPE 1 CONFIGURATION OF THE NAZTEC DESIGN. EQUIPMENT SHALL BE COMPATIBLE WITH BREVARD COUNTY ATMS SYSTEM UTILIZING THE NAZTEC ATMS.NOW SOFTWARE.
 - b. UNINTERRUPTIBLE POWER SUPPLIES – UPS UNITS SHALL INCLUDE AN ETHERNET REMOTE MANAGEMENT MODULE AND BE IP ADDRESSABLE. UNITS SHALL PROVIDE REMOTE HTTP WEB PAGE MANAGEMENT. A MINIMUM OF 1100 VA CAPACITY (9.1 AMPS OUTPUT) IS REQUIRED. UNITS SHALL PROVIDE VOLTAGE REGULATION IN VARIABLE POWER CONDITIONS. ADDITIONALLY, BATTERIES SUPPLIED WITH THE SYSTEM SHALL BE 100 AMP HOUR MINIMUM GAS MAT CONSTRUCTION.
 - c. GENERATORS- AN ES3000IS HONDA 3000WATT, 120V SUPER QUIET WITH INVERTER THAT PROVIDES STABLE POWER FOR COMPUTERS AND MORE.
 - d. SIGNAL DISCONNECTS–SHALL BE ENGINEER CASTING (COST CAST IS NOT PERMITTED DUE TO HISTORY OF FAILURE).
 - e. TRAFFIC SIGNAL SERVICE PANEL – MEETING SPECIFICATIONS OF SQUARE D QO SERIES WITH LIGHTNING ARRESTER TERMINATED UNDER SEPARATE LUG AS REQUIRED IN NEC 2010.
 - f. TRAFFIC SIGNAL HEADS SHALL INCLUDE MINIMUM OF FIVE BOLTS CONNECTING THE BLACK POLYCARBONATE SIGNAL SECTIONS IN ADDITION TO THE TRI-STUD COUPLING. ADDITIONALLY, THE TOP SECTION SHALL INCLUDE A STAINLESS STEEL REINFORCEMENT PLATE TO STRENGTHEN THE TRI-STUD ATTACHMENT.
 - g. PEDESTRIAN SIGNAL INDICATIONS SHALL BE 16" x 18" AND INCLUDE A COUNTDOWN DISPLAY, "NO HAND / MAN OVERLAYS".
 - h. PEDESTRIAN SIGNAL ASSEMBLIES SHALL BE BLACK POLYCARBONATE. THE MOUNTING ARMS SHALL BE EITHER POLYCARBONATE OR ALUMINUM. THE SIGNAL HEAD SHALL HAVE (2) – ¼" WEEP HOLES PLACED IN THE BOTTOM.
 - i. PEDESTRIAN DETECTORS SHALL BE PIEZO ACTIVATED AND INCLUDE A MOMENTARY INDICATOR AND AUDIBLE TONE AS THE POLARA BULLDOG DETECTOR PROVIDES, DETECTOR HOUSING SHALL HAVE (1) - ¼" WEEP HOLE PLACED IN THE BOTTOM.
 - j. VIDEO DETECTION – THE VIDEO DETECTION SYSTEM SHALL UTILIZE A THREE-WIRE BROADBAND OVER POWER CONNECTION BETWEEN OVERHEAD VIDEO PROCESSOR AND CONTROLLER CABINET. NO COAXIAL CABLE CONNECTION WILL BE ACCEPTED. VIDEO PROCESSING SHALL BE PERFORMED IN THE OVERHEAD MOUNTED VIDEO UNITS.
 - k. ILLUMINATED STREET NAME SIGNS – SHALL BE LED ILLUMINATED, WITH A SINGLE PHOTOCCELL PROVIDING NIGHT/DAY CONTROL FOR ALL SIGNS WITHIN THE INTERSECTION.

14. DISCONNECTS SHALL BE 18 CIRCUIT TERMINAL BLOCK SO THAT EACH WIRE OF A SIGNAL CABLE CAN BE TERMINATED UNDER A COMPRESSION TYPE SCREW. ALL SPARES ARE TO BE TERMINATED TO TERMINAL BLOCK OVERHEAD.
15. IN SPAN MOUNTED INSTALLATIONS, SIGNAL HEADS SHALL BE WIRED DIRECTLY TO THE TERMINAL BLOCK WITHOUT USING "CINCH JONES" PLUGS. DROP HANGERS SHALL BE TRI-STUD AND SERRATED. ADJUSTABLE DROP PIPES ARE PROHIBITED.
16. A MINIMUM OF SIX (6) INCHES OF SLACK SHALL BE PLACED IN THE CONDUCTORS WHICH BYPASS HANGERS OR DISCONNECTS IN ORDER TO PREVENT CHAFFING AND TO PROVIDE FOR SERVICEABILITY.
17. IN SPAN-MOUNTED INSTALLATIONS, TWO RUNS OF 16-CONDUCTOR SIGNAL CABLE SHALL BE PROVIDED FOR FUTURE EXPANSION. PEDESTRIAN HEADS AND PUSH BUTTON DETECTORS SHALL BE CABLED WITH 12-CONDUCTOR CABLE AND SHALL HAVE AT LEAST TWO SPARE WIRES FOR EACH HEAD OR BUTTON.
18. IN MAST ARM INSTALLATIONS, A SEPARATE CABLE SHALL BE RUN FROM MAST ARM BASE TO EACH SIGNAL HEAD. ALL VEHICULAR SIGNAL HEADS SHALL BE PROVIDED WITH THREE SPARE WIRES. PEDESTRIAN SIGNALS SHALL BE CONNECTED WITH A 5-CONDUCTOR CABLE AND PEDESTRIAN PUSH BUTTONS SHALL BE CONNECTED WITH A 3-CONDUCTOR CABLE.
19. BASKET TYPE CABLE STRAIN RELIEF SHALL BE UTILIZED TO SUSPEND CABLES FROM THE J-HOOK OF MAST ARM ASSEMBLIES. A MINIMUM OF SIX (6) FEET OF SLACK IN SIGNAL CONDUCTOR CABLES SHALL BE PLACED WITHIN THE UPRIGHT BASE SUCH THAT THE TERMINAL BLOCK CAN BE REMOVED FROM THE UPRIGHT TO ALLOW FOR TROUBLE SHOOTING.
20. ALL CABLING SHALL BE LABELED BY CABLE AND BY WIRE. INTERCONNECT CABLING SHALL INDICATE DIRECTION AND NEXT TERMINATED CABINET. ALL SPARES SHALL BE LABELED AS SPARES IN ASSOCIATED RUN SUCH AS "WB ARM" FOR THE WESTBOUND MASTARM SPARES. LABELING SHALL BE ATTACHED TO CABLE NEAR THE TERMINATION POINT.
21. CABINET WIRING SHALL BE NEATLY BUNDLED, SEPARATED, AND LABELED MAST ARM ASSEMBLIES SHALL BE UNPAINTED, GALVANIZED STEEL UNLESS DIRECTED DIFFERENTLY BY THE COUNTY PROJECT MANAGER.
22. TWO CONDUIT RUNS SHALL BE PROVIDED BETWEEN EACH POLE AND THE CABINET ENTRY PULL BOX. PULL STRINGS ARE TO BE INSTALLED IN ALL SPARE CONDUITS. AT MINIMUM, THERE SHALL BE SEVEN (7) 2-INCH CONDUITS ENTERING THE CABINET AS FOLLOWS: (1- ELECTRICAL SERVICE, 2-SIGNAL CABLE, 1- PEDESTRIAN CABLE, 1-COMMUNICATIONS, 1- DETECTOR, AND 1-SPARE FROM THE CABINET TO THE NEAREST PULL BOX).

23. PEDESTRIAN CABLE ASSEMBLIES SHALL BE CONTINUOUS FROM MOUNTING LOCATION TO CONTROL CABINET. SPlicing WILL NOT BE ACCEPTED IN INTERMEDIATE LOCATIONS OR DISCONNECT HANGERS WITHOUT PRIOR WRITTEN APPROVAL FROM BREVARD COUNTY TRAFFIC OPERATIONS.
24. THE TRAFFIC OPERATIONS MANAGER, OR HIS ASSIGNED REPRESENTATIVE, RESERVES THE RIGHT TO MAKE FIELD ADJUSTMENTS, IN WRITING.
25. AT LEAST ONE GROUND ROD SHALL BE INSTALLED THROUGH THE CONCRETE CONTROLLER CABINET BASE THROUGH A 1-INCH PVC PIPE. THE ROD SHALL BE CLEARLY VISIBLE INSIDE THE CABINET. CABINET GROUNDING ELECTRODE SHALL BE A MINIMUM OF 50 LINEAR FEET. ALL GROUND ELECTRODE CONNECTIONS ARE TO BE EXOTHERMALLY WELDED AS STATED IN THE FDOT SPECIFICATIONS. ALL GROUND ELECTRODES SHALL BE BONDED TOGETHER TO FORM AN ARRAY. NO BONDS ARE TO BE MADE AT THE CABINET BUSS BAR EXCEPT THE CABINET GROUND AND THE ELECTRICAL SERVICE GROUND. A BREVARD COUNTY INSPECTOR SHALL BE ON SITE WHEN INSTALLED GROUND RODS ARE INSTALLED.
26. ELECTRICAL SERVICES DO NOT REQUIRE METER CANS.
27. SEPARATE PULL BOXES SHALL BE PROVIDED FOR SIGNAL, COMMUNICATION AND POWER CABLES.
28. AN ANTI-SIEZE COMPOUND SHALL BE APPLIED TO THE THREADS OF ALL NUTS, BOLTS, AND ATTACHMENT HARDWARE WHICH ARE EXPOSED TO WEATHER.
29. A CONTACT PASTE SHALL BE APPLIED TO ALL CONNECTIONS INSIDE THE SERVICE DISCONNECT.
30. THE COUNTY SHALL HAVE FIRST RIGHT TO ANY EQUIPMENT DESIGNATED TO BE REMOVED FROM THE SITE. THE CONTRACTOR SHALL DELIVER ANY CLAIMED EQUIPMENT TO BREVARD COUNTY TRAFFIC OPERATIONS 580 MANOR DRIVE, MERRITT ISLAND, FLORIDA. ANY EQUIPMENT NOT CLAIMED BY BREVARD COUNTY SHALL BE DISPOSED OF PROPERLY BY THE CONTRACTOR, PER FDOT SPECIFICATION.
31. EXISTING SECTION CORNERS, 1/4 SECTION CORNERS, PROPERTY CORNERS, OR MONUMENTS TO BE DISTURBED BY CONSTRUCTION SHALL BE REFERENCED AND RESET BY A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA.
32. THE CONTRACTOR SHALL PROTECT ALL GEODETIC MONUMENTS. IF ANY MONUMENTS ARE TO BE DISTURBED, THE CONTRACTOR SHALL NOTIFY:
NATIONAL OCEAN SERVICE ADVISOR
BUREAU OF SURVEYING AND MAPPING
3900 COMMONWEALTH BOULEVARD, MS 105
TALLAHASSEE, FL 32303
850-245-2606

33. THE LOCATIONS OF KNOWN UTILITIES SHOWN ON THE PLAN ARE APPROXIMATE ONLY; THE EXACT LOCATION OF UTILITIES SHALL BE DETERMINED BY THE ENGINEER OF RECORD AND VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING, NOTIFYING, AND LOCATING ALL EXISTING UTILITIES WITHIN THE LIMITS OF CONSTRUCTION. ANY UTILITY RELOCATION REQUIRED AFTER THE NOTICE TO PROCEED WILL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO COMPENSATION WILL BE CONSIDERED.
34. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY ALL UTILITIES IN THE AREA THAT MAY BE AFFECTED BY THE WORK. THIS IS IN ADDITION TO THE REQUIREMENT OF CONTACTING "SUNSHINE 811" AT (800) 432 -4770.

Brevard County Traffic ITS Fiber Construction, Rehabilitation & Maintenance Contract

#	Item #	Item Description	Quantity/Unit	Unit Price
1	633-1-10	ITS Fiber Mananagement (ITSFM) Strand Mapping	1 Mile	\$ 1,500.00
2	633-1-20	ITS Fiber Mananagement (ITSFM) Design & Permitting	1 Mile	4,500.00
3	633-1-30	ITS Fiber Mananagement (ITSFM) Electronics Asbuilts	1 Mile	3,000.00
4	633-1-40	ITS Fiber Mananagement (ITSFM) GPS Surveying	1 Mile	2,500.00
5	530-3-100	Florida PE Services	1 HR	\$ 250.00
6	530-4-101	BICSI Reg Comm Dist Design Services	1 HR	185.00
7	530-5-102	CADD Operator	1 HR	100.00
8	530-6-103	Clerical Support Services	1 HR	45.00
9	530-7-104a	Comm Cable-Electronics Technician (Travel/Standby)	1 HR	85.00
10	530-7-104b	Comm Cable-Electronics Technician (Onsite)	1 HR	110.00
11	530-8-105a	Communication Cable Installer (Travel/Standby)	1 HR	75.00
12	530-8-105b	Communication Cable Installer (Onsite)	1 HR	100.00
13	530-9-106a	Communication Duct Installer (Travel/Standby)	1 HR	75.00
14	530-9-106b	Communication Duct Installer (Onsite)	1 HR	95.00
15	630-5-12-24	Conduit, 2" 10' PVC @ 24", Machine Trench (F&I)	1 LF	\$ 6.75
16	630-5-12-36	Conduit, 2" PVC @ 36", Machine Trench (F&I)	1 LF	7.00
17	630-5-13-24	Conduit, 2" PVC @ 24", Hand Trench (F&I)	1 LF	6.25
18	630-5-13-36	Conduit, 2" PVC @ 36", Hand Trench (F&I)	1 LF	6.75
19	630-5-12-ep	Conduit, 2" PVC Additional Pipe In Trench (F&I)	1 LF	2.75
20	630-6-1.25	Innerduct, 11/4" Corrugated, Colored (F&I)	1 LF	2.75
21	630-6-41.25	Conduit Plowing 4W1.25" HDPE, Colored (F&I)	1 LF	12.00
22	630-6-23	MaxCell Placement In Existing 2" Conduit - 2" -3 Cell (F&I)	1 LF	4.45
23	630-6-33	MaxCell Placement In Existing 3" Conduit - 3" -3 Cell (F&I)	1 LF	5.75
24	630-6-43	MaxCell Placement In Existing 4" Conduit - 4" -3 Cell (F&I)	1 LF	6.50
25	630-6-00-18	Cable Direct Bury, Hand Dig @ 18" (Install Only)	1 LF	5.85
26	630-6-00-30	Cable Direct Bury, Plow @ 30" (Install Only)	1 LF	6.00
27	630-6-12-db	Directional Bore, 2" HDPE (F&I)	1 LF	14.50

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28	630-6-14-db	Directional Bore, 2" HDPE, Special Conditions (F&I)	1 LF	\$ 18.50
29	630-6-18-db	Directional Bore, 8" Under Waterway <1,000lf (F&I)	1 LF	180.00
30	630-6-12-grs	Conduit, 2" GRS (F&I)	1 LF	25.00
31	630-6-14-grs	Conduit, 4" GRS (F&I)	1 LF	35.00
32	630-6-12-grs1	Conduit, 2" Fiberglass Bridge Mount (F&I)	1 LF	31.00
33	630-6-14-grs1	Conduit, 4" Fiberglass Bridge Mount (F&I)	1 LF	37.00
34	630-7-TW	Detectable Tracer Wire (F&I)	1 LF	\$ 0.75
35	630-7-MT	Detectable Marking Tape (F&I)	1 LF	0.85
36	630-7-JL	Jet Line (F&I)	1 LF	0.50
37	630-7-ROW	ROW Delineator Marker Post Orange 6" (F&I)	1 EA	96.00
38	635-8-444	Manhole, Concrete 4'x4'x4' Steel Lid (F&I)	1 EA	3,985.00
39	635-8-232	Handhole, Composite 24" X36"x24" W/ Lid (F&I)	1 EA	925.00
40	635-8-232TR	Handhole, Composite 24" X36"x24" W/ Lid Traffic Rated (F&I)	1 EA	1,125.00
41	635-8-121	Pullboxes, Composite 17"x30"x12" W/ Lid (F&I)	1 EA	625.00
42	635-8-121TR	Pullboxes, Composite 17"x30"x12" W/ Lid Traffic Rated (F&I)	1 EA	795.00
43	633-4-111-12	FO Cable 12F SM LT Aerial (F&I)	1 LF	\$ 1.50
44	633-4-111-24	FO Cable 24F SM LT Aerial (F&I)	1 LF	1.65
45	633-4-111-48	FO Cable 48F SM LT Aerial (F&I)	1 LF	1.88
46	633-4-111-72	FO Cable 72F SM LT Aerial (F&I)	1 LF	2.00
47	633-4-111-96	FO Cable 96F SM LT Aerial (F&I)	1 LF	2.20
48	633-4-111-144	FO Cable 144F SM LT Aerial (F&I)	1 LF	2.65
49	633-4-112-12	FO Cable 12F SM ADSS Aerial (F&I)	1 LF	2.50
50	633-4-112-24	FO Cable 24F SM ADSS Aerial (F&I)	1 LF	2.60
51	633-4-112-48	FO Cable 48F SM ADSS Aerial (F&I)	1 LF	2.90
52	633-4-112-72	FO Cable 72F SM ADSS Aerial (F&I)	1 LF	2.95
53	633-4-112-96	FO Cable 96F SM ADSS Aerial (F&I)	1 LF	4.80
54	633-4-112-144	FO Cable 144F SM ADSS Aerial (F&I)	1 LF	4.10
55	633-4-113-12	FO Cable 12F SM LT UG (F&I)	1 LF	1.55
56	633-4-113-24	FO Cable 24F SM LT UG (F&I)	1 LF	1.65
57	633-4-113-48	FO Cable 48F SM LT UG (F&I)	1 LF	1.80
58	633-4-113-72	FO Cable 72F SM LT UG (F&I)	1 LF	2.00

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59	633-4-113-96	FO Cable 96F SM LT UG (F&I)	1 LF	8	2.20
60	633-4-113-144	FO Cable 144F SM LT UG (F&I)	1 LF		2.60
61	633-4-117-06	FO Cable 6F SM Drop Cable (F&I)	1 LF		1.55
62	633-4-117-12	FO Cable 12F SM Drop Cable (F&I)	1 LF		1.60
63	633-4-115-12	FO Cable 12F SM Riser (F&I)	1 LF		2.15
64	633-4-115-24	FO Cable 24F SM Riser (F&I)	1 LF		3.10
65	633-4-115-48	FO Cable 48F SM Riser (F&I)	1 LF		6.45
66	633-4-115-72	FO Cable 72F SM Riser (F&I)	1 LF		9.20
67	633-4-115-96	FO Cable 96F SM Riser (F&I)	1 LF		11.90
68	633-4-115-144	FO Cable 144F SM Riser (F&I)	1 LF		17.30
69	633-4-116-12	FO Cable 12F SM Plenum (F&I)	1 LF		2.35
70	633-4-116-24	FO Cable 24F SM Plenum (F&I)	1 LF		3.95
71	633-4-116-48	FO Cable 48F SM Plenum (F&I)	1 LF		4.20
72	633-4-116-72	FO Cable 72F SM Plenum (F&I)	1 LF		10.30
73	633-4-116-96	FO Cable 96F SM Plenum (F&I)	1 LF		14.00
74	633-4-116-144	FO Cable 144F SM Plenum (F&I)	1 LF		21.75
75	633-7-151-6PT	FO Cable 6F SM Preterm ST 150' W/ Housing (F&I)	1 EA		925.00
76	633-7-151-12PT	FO Cable 12F SM Preterm ST 150' W/ Housing (F&I)	1 EA		1,125.00
77	633-7-152-6PT	FO Cable 6F SM Preterm ST 150' W/ Coupler (F&I)	1 EA		825.00
78	633-7-152-12PT	FO Cable 12F SM Preterm ST 150' W/ Coupler (F&I)	1 EA		1,425.00
79	633-8-12A-1	FO Splice-Term Cabinet, 12F Wall/Rack (F&I)	1 EA		1,025.00
80	633-8-12B-1	FO Splice-Term Cabinet, 12F Wall/Rack (Furnish Only)	1 EA		125.00
81	633-8-24A-1	FO Splice-Term Cabinet, 24F Wall/Rack (F&I)	1 EA		2,325.10
82	633-8-24B-1	FO Splice-Term Cabinet, 24F Wall/Rack (Furnish Only)	1 EA		115.00
83	633-8-48A-1	FO Splice-Term. Cabinet 48F Wall/Rack (F&I)	1 EA		4,465.00
84	633-8-48B-1	FO Splice-Term. Cabinet 48F Wall/Rack (Furnish Only)	1 EA		185.00
85	633-8-72A1	FO Term Housing 72F Wall/Rack (F&I)	1 EA		6,365.00
86	633-8-72B1	FO Term Housing 72F Wall/Rack (Furnish Only)	1 EA		420.00
87	633-8-96A-1	FO Term. Housing 96F Wall/Rack (F&I)	1 EA		7,995.00
88	633-8-96B-1	FO Term. Housing 96F Wall/Rack (Furnish Only)	1 EA		395.00
89	633-8-128A	FO Splice Housing 48-144F (F&I)	1 EA		795.00
90	633-8-128B	FO Splice Housing 48-144F (Furnish Only)	1 EA		350.00
91	633-8-172A	FO Term Housing 72 F Wall/Rack (F&I)	1 EA		10,365.00

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92	633-8-172B	FO Term Housing 72 F Wall/Rack (Furnish Only)	1 EA	8 385.00
93	633-8-196A	FO Term. Housing 96F Wall/Rack (F&I)	1 EA	7,995.00
94	633-8-196B	FO Term. Housing 96F Wall/Rack (Furnish Only)	1 EA	420.00
95	633-8-BF-06A	FO Cable Prep Fanout Kit Buffer 6F (F&I)	1 EA	75.00
96	633-8-BF-06B	FO Cable Prep Fanout Kit Buffer 6F (Furnish Only)	1 EA	30.00
97	633-8-BF-12A	FO Cable Prep Fanout Kit Buffer 12F (F&I)	1 EA	85.00
98	633-8-BF-12B	FO Cable Prep Fanout Kit Buffer 12F (Furnish Only)	1 EA	40.00
99	633-8-SF-12A	FO Cable Prep Fanout Kit Spider 12F SM/MM (F&I)	1 EA	100.00
100	633-8-SF-12B	FO Cable Prep Fanout Kit Spider 12F SM/MM (Furnish Only)	1 EA	45.00
101	633-8-913-STA	FO Connector ST SM Unicam (F&I)	1 EA	65.00
102	633-8-913-STB	FO Connector ST SM Unicam (Furnish Only)	1 EA	25.00
103	633-8-913-SCA	FO Connector SC SM Unicam (F&I)	1 EA	65.00
104	633-8-913-SCB	FO Connector SC SM Unicam (Furnish Only)	1 EA	25.00
105	633-8-9-A	FO Jumper, Duplex ST-ST SM 10' (Furnish Only)	1 EA	40.00
106	633-8-9-B	FO Jumper, Duplex ST-SC SM 10' (Furnish Only)	1 EA	32.00
107	633-8-9-D	FO Jumper, Duplex ST-LC SM 10' (Furnish Only)	1 EA	45.00
108	633-8-9-E	FO Jumper, Duplex ST-FC SM 10' (Furnish Only)	1 EA	45.00
109	633-8-9-F	FO Jumper, Duplex SC-SC SM 10' (Furnish Only)	1 EA	32.00
110	633-8-9-G	FO Jumper, Duplex SC-LC SM 10' (Furnish Only)	1 EA	35.00
111	633-8-12A	FO Splice Closure 12F Aerial/UG (F&I)	1 EA	1,295.00
112	633-8-12B	FO Splice Closure 12F Aerial/UG (Furnish Only)	1 EA	395.00
113	633-8-24A	FO Splice Closure 24F Aerial/UG (F&I)	1 EA	1,875.00
114	633-8-24B	FO Splice Closure 24F Aerial/UG (Furnish Only)	1 EA	450.00
115	633-8-48A	FO Splice Closure 48F Aerial/UG (F&I)	1 EA	2,995.00
116	633-8-48B	FO Splice Closure 48F Aerial/UG (Furnish Only)	1 EA	595.00
117	633-8-72A	FO Splice Closure 72F Aerial/UG (F&I)	1 EA	3,725.00
118	633-8-72B	FO Splice Closure 72F Aerial/UG (Furnish Only)	1 EA	595.00
119	633-8-96A	FO Splice Closure 96F Aerial/UG (F&I)	1 EA	4,800.00
120	633-8-96B	FO Splice Closure 96F Aerial/UG (Furnish Only)	1 EA	725.00
121	633-8-RE	FO Closure Reentry Kit Cable Prep (F&I)	1 EA	350.00
122	633-8-ST-12A	Splice Tray, Fusion Heatshrink 12F 12" (F&I)	1 EA	45.00
123	633-8-ST-12B	Splice Tray, Fusion Heatshrink 12F 12" (Furnish Only)	1 EA	25.00
124	633-8-ST-24A	Splice Tray, Fusion Heatshrink 24F 12" (F&I)	1 EA	45.00

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125	633-8-ST-24B	Splice Tray, Fusion Heatshrink 24F 12" (Furnish Only)	1 EA	25.00
126	633-8-A	Fusion Splice Heat Shrink <.1db OSP Includes Pigtail As Needed (F&I)	1 EA	55.00
127	633-8-B	OTDR Test Any Wavelength Bare Fiber FOSC (Install Only)	1 EA	10.00
128	633-10-1A	Messenger Cable 1/4" (F&I)	1 LF	1.65
129	633-10-20	Remove Messenger Cable 1/4" (Install Only)	1 LF	1.15
130	633-10-B	Pole Attach Loose Tube W/ J-Hook Concrete (F&I)	1 EA	225.00
131	633-10-C	Pole Attach Loose Tube W/ J-Hook Wood (F&I)	1 EA	185.00
132	633-10-D	Place Pole Riser 2" GRS (F&I)	1 LF	16.00
133	633-10-E	Place Riser U-Guard To 20' (F&I)	1 LF	16.00
134	633-10-F	Place 2" Riser Sealing Bushing 1-3 Hole (F&I)	1 EA	20.00
135	633-10-G	Place 2" Riser Heatshrink (F&I)	1 EA	75.00
136	633-10-145	Wood Pole 45' Utility - For CCTV (F&I)	1 EA	2,625.00
137	633-10-170	Prestressed Con Pole 70' Utility For CCTV (F&I)	1 EA	10,500.00
138	633-10-600	Down Guy 1/4" 6' Anchor (F&I)	1 EA	425.00
139	633-11-100A	Cat 5E Plenum UTP (avg 150) (F&I)	1 LF	2.00
140	633-11-100B	Cat 5E Plenum UTP (avg 150) (Furnish Only)	1 LF	0.50
141	633-11-101A	Cat 5E PVC UTP (avg 150) (F&I)	1 LF	2.50
142	633-11-101B	Cat 5E PVC UTP (avg 150) (Furnish Only)	1 LF	0.75
143	668-110-60	Cabinet 37" X 20" X 17" W/ Conc Base (F&I)	1 EA	4,850.00
144	668-110-334	Cabinet 35" X 24" X 22" W/ Conc Base (F&I)	1 EA	5,775.00
145	668-110-60	Cabinet 37" X 20" X 17" W/ Conc Base (F&I)	1 EA	5,225.00
146	668-130-1	Nema 3R 19.7" X 19.7" X 7.9" (F&I)	1 EA	1,880.00
147	668-130-2	Nema 3R 23.6" X 23.6" X 7.9" (F&I)	1 EA	2,895.00
148	668-110-6-1	FO Splice Housing Industrial Nema 3S (F&I)	1 EA	1,1635.00
149	668-110-6-2	FO Splice Housing Environmental (F&I)	1 EA	835.00
150	668-110-6-3	FO Splice Housing Cross Connect(F&I)	1 EA	810.00
151	668-336-1	Device Cabinet Type 336 46" X 24" X 24" (F&I)	1 EA	7,425.00
152	668-332-2	Device Cabinet Type 332 66" X 24" X 30" (F&I)	1 EA	7,995.00
153	668-336S-3	Device Cabinet Type 336S 48" X 24" X 24" (F&I)	1 EA	8,225.00
154	668-335-4	Detector Cabinet Type VI 104" X 108" X 77" (F&I)	1 EA	23,455.00
155	680-106-1	System UPS 120VAC 125 Managed (F&I)	1 EA	785.00
156	680-106-3	System UPS 120VAC 300 Managed (F&I)	1 EA	790.00
157	680-106-5	System UPS 120VAC 500 Managed (F&I)	1 EA	825.00

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158	680-106-7	System UPS 120VAC 750 Managed (F&I)	1 EA	\$ 1,100.00
159	680-106-15	System UPS 120VAC 1500 Managed (F&I)	1 EA	1,345.00
160	680-106-22	System UPS 120VAC 2200 Managed (F&I)	1 EA	1,795.00
161	101-1A	Cable Technician (Labor Only) Per FDOT Specifications	1 HR	120.00
162	101-1B	Fiber Technician (Labor Only)	1 HR	130.00
163	101-1C	Mobilization Within (4) Four Hrs (Labor Only) Per FDOT Specifications	1 LS	1,250.00
164	101-1D	Mobilization Within (24) Twenty-Four Hrs (Labor Only) Per FDOT Specifications	1 LS	950.00
165	101-1E	Mobilization Within (10) Ten Working Days (Labor Only) Per FDOT Specifications	1 LS	650.00
166	782-1-13	ITS CCTV PTZ Camera Assembly Per FDOT Specifications	1 EA	6,645.00
167	782-1-13A	Video Data Serial Converter (F&I)	1 EA	2,225.00
168	782-1-13B	Copper Data Patch Cables 5 (F&I)	1 EA	15.00
169	782-1-13C	Camera Assembly 36 X G4 Smoked Lens W/ Composite Cable & Gasket (F&I)	1 EA	6,895.00
170	782-1-13D	CCTV Pendant Mount Mastobrac & Neoprene Wrap (F&I)	1 EA	500.00
171	782-1-13F	CCTV Maintenance Unit (Surge Arrestor Panel For Power, Data, Video W/ Interface) (F&I)	1 EA	1,775.00
172	782-1-13G	Multi-Voltage Power Supply Module (F&I)	1 EA	535.00
173				
174	783-1-111	FO Cable 12F SM LT Aerial Per FDOT Specifications (F&I)	1 LF	1.50
175	783-1-112	FO Cable 48F SM LT Aerial Per FDOT Specifications (F&I)	1 LF	1.80
176	783-1-113	FO Cable 96F SM LT Aerial Per FDOT Specifications (F&I)	1 LF	2.20
177	783-1-121	FO Cable 12F SM LT UG W/ Tracer Wire Per FDOT Specifications (F&I)	1 LF	2.25
178	783-1-122	FO Cable 48F SM LT UG W/ Tracer Wire Per FDOT Specifications (F&I)	1 LF	2.45
179	783-1-123	FO Cable 96F SM LT UG W/ Tracer Wire Per FDOT Specifications (F&I)	1 LF	2.85
180	783-2-31	Fiber Optic Connection Splice Per FDOT Specifications (F&I)	1 EA	40.00
181	783-2-32	FO Connection Termination Per FDOT Specifications (F&I)	1 EA	75.00

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182	783-3-11	FO Splice Enclosure UG (up To 96 Fibers) Per FDOT Specifications (F&I)	1 EA	\$ 4,800.00
183			1 EA	
184	783-3-11b	FO Splice Enclosure ISP Above Ground (up To 96 Fibers) Per FDOT Specifications (F&I)	1 EA	4,200.00
185	783-3-11c	FO Splice Enclosure Aerial Above Ground (up To 96 Fibers) Per FDOT Specifications (F&I)	1 EA	4,800.00
186	783-3-12	FO Splice Tray Per FDOT Specifications (F&I)	1 EA	45.00
187	783-3-13	FO Pre-Terminated Connector Assembly Per FDOT Specifications (F&I)	1 EA	115.00
188	783-3-14	FO Buffer Tube Fanout Kit Per FDOT Specifications (F&I)	1 EA	60.00
189	783-3-15	FO Pre-Terminated 12F Patch Panel Per FDOT Specifications (F&I)	1 EA	1,485.00
190	783-3-17	FO Connector Panel Per FDOT Specifications (F&I)	1 EA	95.00
191	783-4-111	FO Conduit 2" Above Ground Per FDOT Specifications (F&I)	1 LF	23.85
192	783-4-112	FO Conduit 2" UG Per FDOT Specifications (F&I)	1 LF	7.50
193	783-4-112b	FO Conduit 2" UG Additional Pipe Per FDOT Specifications (F&I)	1 LF	2.75
194	783-4-113	FO Conduit 2" Under Pavement Per FDOT Specifications (F&I)	1 LF	22.00
195	783-4-113b	FO Conduit 2" Under Pavement, Additional Pipe Per FDOT Specifications (F&I)	1 LF	3.25
196	783-5-1	FO Pull Box Per FDOT Specifications (F&I)	1 LF	975.00
197	783-6-1	FO Splice Box Per FDOT Specifications (F&I)	1 LF	2325.00
198	783-7-1	FO Pull And Junction Box Per FDOT Specifications (F&I)	1 LF	895.00
199	784-1-1	ITS FO Managed Field Ethernet Switch Per FDOT Specifications (F&I)	1 EA	2,935.00
200	784-6-11	ITS Wireless Ethernet Access Point (F&I)	1 EA	5,650.00
201	633-15-101A	Cat 6 Plenum Enhanced (avg 150) (F&I)	1 LF	2.50
202	633-15-101B	Cat 6 Plenum Enhanced (avg 150) (Furnish Only)	1 LF	0.65
203	633-15-102A	Cat 6 PVC Enhanced (avg 150) (F&I)	1 LF	2.10
204	633-15-102B	Cat 6 PVC Enhanced (avg 150) (Furnish Only)	1 LF	0.25
205	633-15-100	Cat 5E 25 Pair PVC Plenum (F&I)	1 LF	6.25
206	633-15-101	Cat 5E 25 Pair PVC Riser (F&I)	1 LF	3.10
207	633-15-102	Cat 5E 25 Pair PE89 OSP (F&I)	1 LF	3.45

Exhibit B

208	633-15-110	Face Plate 1 Gang Surface Or Flush (F&I)	1 EA	\$ 35.00
209	633-15-111	Face Plate 2 Gang Surface Or Flush (F&I)	1 EA	40.00
210	633-15-120	Cat 6 Jacks RJ45 568A/B 1 Port Data (F&I)	1 EA	45.00
211	633-15-121	Cat 6 Jacks RJ45 568A/B 2 Port Data/Voice (F&I)	1 EA	50.00
212	633-15-130	Cat 6 Patch Panel Wall Mount 24 Port (F&I)	1 EA	350.00
213	633-15-131	Cat 6 Patch Panel Rack Mount 48 Port (F&I)	1 EA	680.00
214	633-15-132	Cat 6 Patch Panel Rack Mount 96 Port (F&I)	1 EA	1,100.00
215	633-15-140	Wire Management Panel 19" X 1.75" (F&I)	1 EA	300.00
216	633-15-141	Wire Management Panel 19" X 5.25" (F&I)	1 EA	325.00
217	633-15-100-1	Cat 6 Patch Cords RJ45 A-6' Standard (F&I)	1 EA	25.00
218	633-15-110-1	Cat 5E Punch Block 110 25 Pair (F&I)	1 EA	145.00
219	633-15-111-1	Cat 5E Punch Block 66 25 Pair (F&I)	1 EA	130.00
220	633-15-100-2	Cat 6 CU Drop Certification Test (F&I)	1 EA	30.00
221	633-15-hdw-br	Cable Support Brackets, Bridle Rings (F&I)	1 EA	135.00
222	633-15-hdw-sp	Cable Raceway, Surface Mount Per Drop (F&I)	1 EA	165.00
223	633-15-12	Conduit, EMT 2" W/ All Fittings (F&I)	1 LF	7.75
224	633-15-13	Conduit, EMT Fire Sleeve 2" (F&I)	1 EA	175.00
225	633-15-14	Conduit, EMT Fire Sleeve 4" (F&I)	1 EA	200.00
226	633-15-ST-12	Cable Tray 12" Ladder Alum Black (F&I)	1 LF	12.00
227	633-15-ST-hdw	Cable Tray 12" Misc. Hardware (F&I)	1 LF	15.00
228	686-101g	Cable Copper 18 Ga (Furnish Only)	1 LF	1.10
229	686-101f	Cable Comp Video Data Power (Furnish Only)	1 LF	2.35
230	633-15-ST-12-4	Cable Management Kit Vertical (F&I)	1 EA	240.00
231	633-15-ST-12-3	Cable Management Kit Horizontal (F&I)	1 EA	240.00
232	633-15-ST-12-2	EIA Rack Free Standing 19" X 84" (F&I)	1 EA	700.00
233	633-15-ST-12-1	EIA Rack Wall Mount Hinged 19" X 36" (Bldg Entry) (F&I)	1 EA	650.00
234	M-2-R	Labor, Level II Tech, W/ Bucket Truck, Regular Time	1 HR	135.00
235	M-2-O	Labor, Level II Tech, W/ Bucket Truck, Overtime	1 HR	185.00
236	M-1-R	Labor, Level I Technician, W/ Bucket Truck Regular Time	1 HR	130.00
237	M-1-O	Labor, Level I Technician, W/ Bucket Truck Overtime	1 HR	180.00

Exhibit B

238	M-H-R	Labor, Helper, Regular Time	1 HR	\$ 90.00
239	M-H-O	Labor, Helper, Overtime	1 HR	100.00
		Maintenance of Traffic (MOT) - 1%		
		Mobilization - 5%		

Exhibit B

Add. No. 1 Dated 4-8-15 / Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications, and pricing (Exhibits B and C) for Bid #B-4-15-55

VENDOR NAME Precision Contracting Services, Inc.

ADDRESS 15834 Guild Ct., Jupiter, FL 33478

AUTHORIZED SIGNATURE [Signature]

PRINTED SIGNATURE Sara L. Boyd DATE 4/6/15

TELEPHONE # 561.743.9737 EMAIL: bboyd@precision.com

NATURAL DISASTER RESTORATION AND FHWA FEDERAL AID PROJECTS

#	Item #	Item Description	Quantity/Unit	Unit Price
1	633-1-10	ITS Fiber Mananagement (ITSFM) Strand Mapping	1 Mile	1,500.00
2	633-1-20	ITS Fiber Mananagement (ITSFM) Design & Permitting	1 Mile	4,500.00
3	633-1-30	ITS Fiber Mananagement (ITSFM) Electronics Asbuilts	1 Mile	3,000.00
4	633-1-40	ITS Fiber Mananagement (ITSFM) GPS Surveying	1 Mile	2,500.00
5	530-3-100	Florida PE Services	1 HR	250.00
6	530-4-101	BICSI Reg Comm Dist Design Services	1 HR	185.00
7	530-5-102	CADD Operator	1 HR	100.00
8	530-6-103	Clerical Support Services	1 HR	45.00
9	530-7-104a	Comm Cable-Electronics Technician (Travel/Standby)	1 HR	100.00
10	530-7-104b	Comm Cable-Electronics Technician (Onsite)	1 HR	125.00
11	530-8-105a	Communication Cable Installer (Travel/Standby)	1 HR	100.00
12	530-8-105b	Communication Cable Installer (Onsite)	1 HR	125.00
13	530-9-106a	Communication Duct Installer (Travel/Standby)	1 HR	100.00
14	530-9-106b	Communication Duct Installer (Onsite)	1 HR	125.00
15	630-5-12-24	Conduit, 2" 10' PVC @ 24", Machine Trench (F&I)	1 LF	6.75
16	630-5-12-36	Conduit, 2" PVC @ 36", Machine Trench (F&I)	1 LF	7.00
17	630-5-13-24	Conduit, 2" PVC @ 24", Hand Trench (F&I)	1 LF	6.25
18	630-5-13-36	Conduit, 2" PVC @ 36", Hand Trench (F&I)	1 LF	6.75
19	630-5-12-ep	Conduit, 2" PVC Additional Pipe In Trench (F&I)	1 LF	2.75
20	630-6-1.25	Innerduct, 1 1/4" Corrugated, Colored (F&I)	1 LF	2.75
21	630-6-41.25	Conduit Plowing 4W1.25" HDPE, Colored (F&I)	1 LF	12.00
22	630-6-23	MaxCell Placement In Existing 2" Conduit - 2" -3 Cell (F&I)	1 LF	4.45
23	630-6-33	MaxCell Placement In Existing 3" Conduit - 3" -3 Cell (F&I)	1 LF	5.75
24	630-6-43	MaxCell Placement In Existing 4" Conduit - 4" -3 Cell (F&I)	1 LF	6.50
25	630-6-00-18	Cable Direct Bury, Hand Dig @ 18" (Install Only)	1 LF	5.85
26	630-6-00-30	Cable Direct Bury, Plow @ 30" (Install Only)	1 LF	6.00
27	630-6-12-db	Directional Bore, 2" HDPE (F&I)	1 LF	14.50
28	630-6-14-db	Directional Bore, 2" HDPE, Special Conditions (F&I)	1 LF	18.50
29	630-6-18-db	Directional Bore, 8" Under Waterway <1,000lf (F&I)	1 LF	180.00

Exhibit C

30	630-6-12-grs	Conduit, 2" GRS (F&I)	1 LF	25.00
31	630-6-14-grs	Conduit, 4" GRS (F&I)	1 LF	35.00
32	630-6-12-grs1	Conduit, 2" Fiberglass Bridge Mount (F&I)	1 LF	31.00
33	630-6-14-grs1	Conduit, 4" Fiberglass Bridge Mount (F&I)	1 LF	37.00
34	630-7-TW	Detectable Tracer Wire (F&I)	1 LF	0.75
35	630-7-MT	Detectable Marking Tape (F&I)	1 LF	0.85
36	630-7-JL	Jet Line (F&I)	1 LF	0.50
37	630-7-ROW	ROW Delineator Marker Post Orange 6" (F&I)	1 EA	96.00
38	635-8-444	Manhole, Concrete 4'x4'x4' Steel Lid (F&I)	1 EA	3985.00
39	635-8-232	Handhole, Composite 24" X36"x24" W/ Lid (F&I)	1 EA	925.00
40	635-8-232TR	Handhole, Composite 24" X36"x24" W/ Lid Traffic Rated (F&I)	1 EA	1125.00
41	635-8-121	Pullboxes, Composite 17"x30"x12" W/ Lid (F&I)	1 EA	625.00
42	635-8-121TR	Pullboxes, Composite 17"x30"x12" W/ Lid Traffic Rated (F&I)	1 EA	795.00
43	633-4-111-12	FO Cable 12F SM LT Aerial (F&I)	1 LF	1.50
44	633-4-111-24	FO Cable 24F SM LT Aerial (F&I)	1 LF	1.65
45	633-4-111-48	FO Cable 48F SM LT Aerial (F&I)	1 LF	1.80
46	633-4-111-72	FO Cable 72F SM LT Aerial (F&I)	1 LF	2.00
47	633-4-111-96	FO Cable 96F SM LT Aerial (F&I)	1 LF	2.20
48	633-4-111-144	FO Cable 144F SM LT Aerial (F&I)	1 LF	2.65
49	633-4-112-12	FO Cable 12F SM ADSS Aerial (F&I)	1 LF	2.50
50	633-4-112-24	FO Cable 24F SM ADSS Aerial (F&I)	1 LF	2.60
51	633-4-112-48	FO Cable 48F SM ADSS Aerial (F&I)	1 LF	2.90
52	633-4-112-72	FO Cable 72F SM ADSS Aerial (F&I)	1 LF	2.95
53	633-4-112-96	FO Cable 96F SM ADSS Aerial (F&I)	1 LF	4.00
54	633-4-112-144	FO Cable 144F SM ADSS Aerial (F&I)	1 LF	4.10
55	633-4-113-12	FO Cable 12F SM LT UG (F&I)	1 LF	1.55
56	633-4-113-24	FO Cable 24F SM LT UG (F&I)	1 LF	1.65
57	633-4-113-48	FO Cable 48F SM LT UG (F&I)	1 LF	1.80
58	633-4-113-72	FO Cable 72F SM LT UG (F&I)	1 LF	2.00
59	633-4-113-96	FO Cable 96F SM LT UG (F&I)	1 LF	2.20
60	633-4-113-144	FO Cable 144F SM LT UG (F&I)	1 LF	2.60
61	633-4-117-06	FO Cable 6F SM Drop Cable (F&I)	1 LF	1.55
62	633-4-117-12	FO Cable 12F SM Drop Cable (F&I)	1 LF	1.60

Exhibit C

63	633-4-115-12	FO Cable 12F SM Riser (F&I)	1 LF	2.15
64	633-4-115-24	FO Cable 24F SM Riser (F&I)	1 LF	3.10
65	633-4-115-48	FO Cable 48F SM Riser (F&I)	1 LF	6.45
66	633-4-115-72	FO Cable 72F SM Riser (F&I)	1 LF	9.20
67	633-4-115-96	FO Cable 96F SM Riser (F&I)	1 LF	11.90
68	633-4-115-144	FO Cable 144F SM Riser (F&I)	1 LF	17.30
69	633-4-116-12	FO Cable 12F SM Plenum (F&I)	1 LF	2.35
70	633-4-116-24	FO Cable 24F SM Plenum (F&I)	1 LF	3.95
71	633-4-116-48	FO Cable 48F SM Plenum (F&I)	1 LF	4.20
72	633-4-116-72	FO Cable 72F SM Plenum (F&I)	1 LF	10.30
73	633-4-116-96	FO Cable 96F SM Plenum (F&I)	1 LF	14.00
74	633-4-116-144	FO Cable 144F SM Plenum (F&I)	1 LF	21.75
75	633-7-151-6PT	FO Cable 6F SM Preterm ST 150' W/ Housing (F&I)	1 EA	925.00
76	633-7-151-12PT	FO Cable 12F SM Preterm ST 150' W/ Housing (F&I)	1 EA	1125.00
77	633-7-152-6PT	FO Cable 6F SM Preterm ST 150' W/ Coupler (F&I)	1 EA	825.00
78	633-7-152-12PT	FO Cable 12F SM Preterm ST 150' W/ Coupler (F&I)	1 EA	1425.00
79	633-8-12A-1	FO Splice-Term Cabinet, 12F Wall/Rack (F&I)	1 EA	1025.00
80	633-8-12B-1	FO Splice-Term Cabinet, 12F Wall/Rack (Furnish Only)	1 EA	125.00
81	633-8-24A-1	FO Splice-Term Cabinet, 24F Wall/Rack (F&I)	1 EA	2325.00
82	633-8-24B-1	FO Splice-Term Cabinet, 24F Wall/Rack (Furnish Only)	1 EA	165.00
83	633-8-48A-1	FO Splice-Term. Cabinet 48F Wall/Rack (F&I)	1 EA	4465.00
84	633-8-48B-1	FO Splice-Term. Cabinet 48F Wall/Rack (Furnish Only)	1 EA	185.00
85	633-8-72A1	FO Term Housing 72F Wall/Rack (F&I)	1 EA	6365.00
86	633-8-72B1	FO Term Housing 72F Wall/Rack (Furnish Only)	1 EA	420.00
87	633-8-96A-1	FO Term. Housing 96F Wall/Rack (F&I)	1 EA	7995.00
88	633-8-96B-1	FO Term. Housing 96F Wall/Rack (Furnish Only)	1 EA	395.00
89	633-8-128A	FO Splice Housing 48-144F (F&I)	1 EA	795.00
90	633-8-128B	FO Splice Housing 48-144F (Furnish Only)	1 EA	350.00
91	633-8-172A	FO Term Housing 72 F Wall/Rack (F&I)	1 EA	6365.00
92	633-8-172B	FO Term Housing 72 F Wall/Rack (Furnish Only)	1 EA	385.00
93	633-8-196A	FO Term. Housing 96F Wall/Rack (F&I)	1 EA	7995.00
94	633-8-196B	FO Term. Housing 96F Wall/Rack (Furnish Only)	1 EA	420.00
95	633-8-BF-06A	FO Cable Prep Fanout Kit Buffer 6F (F&I)	1 EA	75.00
96	633-8-BF-06B	FO Cable Prep Fanout Kit Buffer 6F (Furnish Only)	1 EA	30.00
97	633-8-BF-12A	FO Cable Prep Fanout Kit Buffer 12F (F&I)	1 EA	85.00

Exhibit C

98	633-8-BF-12B	FO Cable Prep Fanout Kit Buffer 12F (Furnish Only)	1 EA	\$ 40.00
99	633-8-SF-12A	FO Cable Prep Fanout Kit Spider 12F SM/MM (F&I)	1 EA	100.00
100	633-8-SF-12B	FO Cable Prep Fanout Kit Spider 12F SM/MM (Furnish Only)	1 EA	45.00
101	633-8-913-STA	FO Connector ST SM Unicam (F&I)	1 EA	65.00
102	633-8-913-STB	FO Connector ST SM Unicam (Furnish Only)	1 EA	25.00
103	633-8-913-SCA	FO Connector SC SM Unicam (F&I)	1 EA	65.00
104	633-8-913-SCB	FO Connector SC SM Unicam (Furnish Only)	1 EA	25.00
105	633-8-9-A	FO Jumper, Duplex ST-ST SM 10' (Furnish Only)	1 EA	40.00
106	633-8-9-B	FO Jumper, Duplex ST-SC SM 10' (Furnish Only)	1 EA	32.00
107	633-8-9-D	FO Jumper, Duplex ST-LC SM 10' (Furnish Only)	1 EA	45.00
108	633-8-9-E	FO Jumper, Duplex ST-FC SM 10' (Furnish Only)	1 EA	45.00
109	633-8-9-F	FO Jumper, Duplex SC-SC SM 10' (Furnish Only)	1 EA	32.00
110	633-8-9-G	FO Jumper, Duplex SC-LC SM 10' (Furnish Only)	1 EA	35.00
111	633-8-12A	FO Splice Closure 12F Aerial/UG (F&I)	1 EA	1,295.00
112	633-8-12B	FO Splice Closure 12F Aerial/UG (Furnish Only)	1 EA	395.00
113	633-8-24A	FO Splice Closure 24F Aerial/UG (F&I)	1 EA	1,875.00
114	633-8-24B	FO Splice Closure 24F Aerial/UG (Furnish Only)	1 EA	450.00
115	633-8-48A	FO Splice Closure 48F Aerial/UG (F&I)	1 EA	2,995.00
116	633-8-48B	FO Splice Closure 48F Aerial/UG (Furnish Only)	1 EA	595.00
117	633-8-72A	FO Splice Closure 72F Aerial/UG (F&I)	1 EA	3,725.00
118	633-8-72B	FO Splice Closure 72F Aerial/UG (Furnish Only)	1 EA	595.00
119	633-8-96A	FO Splice Closure 96F Aerial/UG (F&I)	1 EA	4,800.00
120	633-8-96B	FO Splice Closure 96F Aerial/UG (Furnish Only)	1 EA	725.00
121	633-8-RE	FO Closure Reentry Kit Cable Prep (F&I)	1 EA	350.00
122	633-8-ST-12A	Splice Tray, Fusion Heatshrink 12F 12" (F&I)	1 EA	45.00
123	633-8-ST-12B	Splice Tray, Fusion Heatshrink 12F 12" (Furnish Only)	1 EA	25.00
124	633-8-ST-24A	Splice Tray, Fusion Heatshrink 24F 12" (F&I)	1 EA	45.00
125	633-8-ST-24B	Splice Tray, Fusion Heatshrink 24F 12" (Furnish Only)	1 EA	25.00
126	633-8-A	Fusion Splice Heat Shrink <.1db OSP Includes Pigtail As Needed (F&I)	1 EA	55.00
127	633-8-B	OTDR Test Any Wavelength Bare Fiber FO SC (Install Only)	1 EA	10.00
128	633-10-1A	Messenger Cable 1/4" (F&I)	1 LF	1.65
129	633-10-20	Remove Messenger Cable 1/4" (Install Only)	1 LF	1.15
130	633-10-B	Pole Attach Loose Tube W/ J-Hook Concrete (F&I)	1 EA	225.00
131	633-10-C	Pole Attach Loose Tube W/ J-Hook Wood (F&I)	1 EA	185.00
132	633-10-D	Place Pole Riser 2" GRS (F&I)	1 LF	16.00

Exhibit C

133	633-10-E	Place Riser U-Guard To 20' (F&I)	1 LF	\$ 6.00
134	633-10-F	Place 2" Riser Sealing Bushing 1-3 Hole (F&I)	1 EA	20.00
135	633-10-G	Place 2" Riser Heatshrink (F&I)	1 EA	75.00
136	633-10-145	Wood Pole 45' Utility - For CCTV (F&I)	1 EA	2,625.00
137	633-10-170	Prestressed Con Pole 70' Utility For CCTV (F&I)	1 EA	10,500.00
138	633-10-600	Down Guy 1/4" 6' Anchor (F&I)	1 EA	425.00
139	633-11-100A	Cat 5E Plenum UTP (avg 150) (F&I)	1 LF	2.00
140	633-11-100B	Cat 5E Plenum UTP (avg 150) (Furnish Only)	1 LF	0.50
141	633-11-101A	Cat 5E PVC UTP (avg 150) (F&I)	1 LF	2.50
142	633-11-101B	Cat 5E PVC UTP (avg 150) (Furnish Only)	1 LF	0.75
143	668-110-60	Cabinet 37" X 20" X 17" W/ Conc Base (F&I)	1 EA	4,850.00
144	668-110-334	Cabinet 35" X 24" X 22" W/ Conc Base (F&I)	1 EA	5,775.00
145	668-110-60	Cabinet 37" X 20" X 17" W/ Conc Base (F&I)	1 EA	5,225.00
146	668-130-1	Nema 3R 19.7" X 19.7" X 7.9" (F&I)	1 EA	1,880.00
147	668-130-2	Nema 3R 23.6" X 23.6" X 7.9" (F&I)	1 EA	2,895.00
148	668-110-6-1	FO Splice Housing Industrial Nema 3S (F&I)	1 EA	1,635.00
149	668-110-6-2	FO Splice Housing Environmental (F&I)	1 EA	835.00
150	668-110-6-3	FO Splice Housing Cross Connect(F&I)	1 EA	810.00
151	668-336-1	Device Cabinet Type 336 46" X 24" X 24" (F&I)	1 EA	7,425.00
152	668-332-2	Device Cabinet Type 332 66" X 24" X 30" (F&I)	1 EA	7,995.00
153	668-336S-3	Device Cabinet Type 336S 48" X 24" X 24" (F&I)	1 EA	8,225.00
154	668-335-4	Detector Cabinet Type VI 104" X 108" X 77" (F&I)	1 EA	23,455.00
155	680-106-1	System UPS 120VAC 125 Managed (F&I)	1 EA	785.00
156	680-106-3	System UPS 120VAC 300 Managed (F&I)	1 EA	790.00
157	680-106-5	System UPS 120VAC 500 Managed (F&I)	1 EA	825.00
158	680-106-7	System UPS 120VAC 750 Managed (F&I)	1 EA	1,100.00
159	680-106-15	System UPS 120VAC 1500 Managed (F&I)	1 EA	1,345.00
160	680-106-22	System UPS 120VAC 2200 Managed (F&I)	1 EA	1,795.00
161	101-1A	Cable Technician (Labor Only) Per FDOT Specifications	1 HR	150.00
162	101-1B	Fiber Technician (Labor Only)	1 HR	150.00
163	101-1C	Mobilization Within (4) Four Hrs (Labor Only) Per FDOT Specifications	1 LS	2500.00
164	101-1D	Mobilization Within (24) Twenty-Four Hrs (Labor Only) Per FDOT Specifications	1 LS	1500.00
165	101-1E	Mobilization Within (10) Ten Working Days (Labor Only) Per FDOT Specifications	1 LS	1000.00

Exhibit C

166	782-1-13	ITS CCTV PTZ Camera Assembly Per FDOT Specifications	1 EA	6,645.00
167	782-1-13A	Video Data Serial Converter (F&I)	1 EA	2,225.00
168	782-1-13B	Copper Data Patch Cables 5 (F&I)	1 EA	15.00
169	782-1-13C	Camera Assembly 36 X G4 Smoked Lens W/ Composite Cable & Gasket (F&I)	1 EA	4,895.00
170	782-1-13D	CCTV Pendant Mount Mastobrac & Neoprene Wrap (F&I)	1 EA	500.00
171	782-1-13F	CCTV Maintenance Unit (Surge Arrestor Panel For Power, Data, Video W/ Interface)	1 EA	1,775.00
172	782-1-13G	Multi-Voltage Power Supply Module (F&I)	1 EA	535.00
173				
174	783-1-111	FO Cable 12F SM LT Aerial Per FDOT Specifications (F&I)	1 LF	1.50
175	783-1-112	FO Cable 48F SM LT Aerial Per FDOT Specifications (F&I)	1 LF	1.80
176	783-1-113	FO Cable 96F SM LT Aerial Per FDOT Specifications (F&I)	1 LF	2.20
177	783-1-121	FO Cable 12F SM LT UG W/ Tracer Wire Per FDOT Specifications (F&I)	1 LF	2.25
178	783-1-122	FO Cable 48F SM LT UG W/ Tracer Wire Per FDOT Specifications (F&I)	1 LF	2.45
179	783-1-123	FO Cable 96F SM LT UG W/ Tracer Wire Per FDOT Specifications (F&I)	1 LF	2.85
180	783-2-31	Fiber Optic Connection Splice Per FDOT Specifications (F&I)	1 EA	40.00
181	783-2-32	FO Connection Termination Per FDOT Specifications (F&I)	1 EA	75.00
182	783-3-11	FO Splice Enclosure UG (up To 96 Fibers) Per FDOT Specifications (F&I)	1 EA	4,800.00
183			1 EA	
184	783-3-11b	FO Splice Enclosure ISP Above Ground (up To 96 Fibers) Per FDOT Specifications (F&I)	1 EA	4,200.00
185	783-3-11c	FO Splice Enclosure Aerial Above Ground (up To 96 Fibers) Per FDOT Specifications	1 EA	4,800.00
186	783-3-12	FO Splice Tray Per FDOT Specifications (F&I)	1 EA	45.00
187	783-3-13	FO Pre-Terminated Connector Assembly Per FDOT Specifications (F&I)	1 EA	115.00
188	783-3-14	FO Buffer Tube Fanout Kit Per FDOT Specifications (F&I)	1 EA	60.00
189	783-3-15	FO Pre-Terminated 12F Patch Panel Per FDOT Specifications (F&I)	1 EA	1,485.00
190	783-3-17	FO Connector Panel Per FDOT Specifications (F&I)	1 EA	95.00
191	783-4-111	FO Conduit 2" Above Ground Per FDOT Specifications (F&I)	1 LF	23.85
192	783-4-112	FO Conduit 2" UG Per FDOT Specifications (F&I)	1 LF	7.50
193	783-4-112b	FO Conduit 2" UG Additional Pipe Per FDOT Specifications (F&I)	1 LF	2.75
194	783-4-113	FO Conduit 2" Under Pavement Per FDOT Specifications (F&I)	1 LF	22.00
195	783-4-113b	FO Conduit 2" Under Pavement, Additional Pipe Per FDOT Specifications (F&I)	1 LF	3.25
196	783-5-1	FO Pull Box Per FDOT Specifications (F&I)	1 LF	975.00
197	783-6-1	FO Splice Box Per FDOT Specifications (F&I)	1 LF	2,325.00
198	783-7-1	FO Pull And Junction Box Per FDOT Specifications (F&I)	1 LF	895.00
199	784-1-1	ITS FO Managed Field Ethernet Switch Per FDOT Specifications (F&I)	1 EA	2,935.00

Exhibit C

200	784-6-11	ITS Wireless Ethernet Access Point (F&I)	1 EA	5,650.00
201	633-15-101A	Cat 6 Plenum Enhanced (avg 150) (F&I)	1 LF	2.50
202	633-15-101B	Cat 6 Plenum Enhanced (avg 150) (Furnish Only)	1 LF	0.65
203	633-15-102A	Cat 6 PVC Enhanced (avg 150) (F&I)	1 LF	2.10
204	633-15-102B	Cat 6 PVC Enhanced (avg 150) (Furnish Only)	1 LF	0.25
205	633-15-100	Cat 5E 25 Pair PVC Plenum (F&I)	1 LF	6.25
206	633-15-101	Cat 5E 25 Pair PVC Riser (F&I)	1 LF	3.10
207	633-15-102	Cat 5E 25 Pair PE89 OSP (F&I)	1 LF	3.45
208	633-15-110	Face Plate 1 Gang Surface Or Flush (F&I)	1 EA	35.00
209	633-15-111	Face Plate 2 Gang Surface Or Flush (F&I)	1 EA	40.00
210	633-15-120	Cat 6 Jacks RJ45 568A/B 1 Port Data (F&I)	1 EA	45.00
211	633-15-121	Cat 6 Jacks RJ45 568A/B 2 Port Data/Voice (F&I)	1 EA	50.00
212	633-15-130	Cat 6 Patch Panel Wall Mount 24 Port (F&I)	1 EA	350.00
213	633-15-131	Cat 6 Patch Panel Rack Mount 48 Port (F&I)	1 EA	680.00
214	633-15-132	Cat 6 Patch Panel Rack Mount 96 Port (F&I)	1 EA	1,100.00
215	633-15-140	Wire Management Panel 19" X 1.75" (F&I)	1 EA	300.00
216	633-15-141	Wire Management Panel 19" X 5.25" (F&I)	1 EA	325.00
217	633-15-100-1	Cat 6 Patch Cords RJ45 A-6' Standard (F&I)	1 EA	25.00
218	633-15-110-1	Cat 5E Punch Block 110 25 Pair (F&I)	1 EA	145.00
219	633-15-111-1	Cat 5E Punch Block 66 25 Pair (F&I)	1 EA	130.00
220	633-15-100-2	Cat 6 CU Drop Certification Test (F&I)	1 EA	30.00
221	633-15-hdw-br	Cable Support Brackets, Bridle Rings (F&I)	1 EA	135.00
222	633-15-hdw-sp	Cable Raceway, Surface Mount Per Drop (F&I)	1 EA	145.00
223	633-15-12	Conduit, EMT 2" W/ All Fittings (F&I)	1 LF	7.75
224	633-15-13	Conduit, EMT Fire Sleeve 2" (F&I)	1 EA	175.00
225	633-15-14	Conduit, EMT Fire Sleeve 4" (F&I)	1 EA	200.00
226	633-15-ST-12	Cable Tray 12" Ladder Alum Black (F&I)	1 LF	12.00
227	633-15-ST-hdw	Cable Tray 12" Misc. Hardware (F&I)	1 LF	15.00
228	686-101g	Cable Copper 18 Ga (Furnish Only)	1 LF	0.10
229	686-101f	Cable Comp Video Data Power (Furnish Only)	1 LF	2.35
230	633-15-ST-12-4	Cable Management Kit Vertical (F&I)	1 EA	240.00
231	633-15-ST-12-3	Cable Management Kit Horizontal (F&I)	1 EA	240.00

Exhibit C

232	633-15-ST-12-2	EIA Rack Free Standing 19" X 84" (F&I)	1 EA	700.00
233	633-15-ST-12-1	EIA Rack Wall Mount Hinged 19" X 36" (Bldg Entry) (F&I)	1 EA	650.00
234	M-2-R	Labor, Level II Tech, W/ Bucket Truck, Regular Time	1 HR	160.00
235	M-2-O	Labor, Level II Tech, W/ Bucket Truck, Overtime	1 HR	220.00
236	M-1-R	Labor, Level I Technician, W/ Bucket Truck Regular Time	1 HR	160.00
237	M-1-O	Labor, Level I Technician, W/ Bucket Truck Overtime	1 HR	220.00
238	M-H-R	Labor, Helper, Regular Time	1 HR	125.00
239	M-H-O	Labor, Helper, Overtime	1 HR	150.00
240	SU-R	Labor, Field Supervisor, Regular Time	1 HR	150.00
241	SU-O	Labor, Field Supervisor, Overtime	1 HR	200.00
		Maintenance of Traffic (MOT) - 1%		
		Mobilization - 5%		

Does your company accept Automated Clearing House (ACH) Payments? ☒ Yes / ☐ No

PROMPT PAYMENT

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered please state discount and terms:

Net 30 Days

ADDENDUM ACKNOWLEDGMENT:

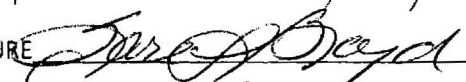
Add. No. 1 Dated 4-8-15 / Add. No. _____ Dated _____

Add. No. 1 Dated 4-8-15 / Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications, and pricing (Exhibits B and C) for Bid #B-4-15-65

VENDOR NAME Precision Contracting Services, Inc.

ADDRESS 15834 Guild Ct., Jupiter, FL 33478

AUTHORIZED SIGNATURE 

PRINTED SIGNATURE Sara L. Boyd DATE 4/6/15

TELEPHONE # 561.743.9237 EMAIL: bboyd@pcsfabrr.com

**EXHIBIT “D”
SCOPE OF SERVICES**

EMERGENCY TRAFFIC SIGNAL REPAIR

1.0 GENERAL

This statement of work describes and defines the services which are required for the execution of traffic signal repair/replacement at signalized intersections on major roadway corridors in the Florida Department of Transportation (FDOT) District 5, District-wide (Brevard).

Provide all labor, equipment, and materials to repair/replace any damaged signal installations including any MOT or Mobilization costs. All signal repair/replacement work performed under this contract shall be in accordance with the current version of the FDOT Standard Specifications and Specification for this Contract, Design Standards, Qualified Product List (QPL), Approved Product List (APL), or to the pre-event condition as directed by the Engineer.

The FDOT, at its sole discretion, may elect to enter into additional contract(s) with other Contractor(s). The work will begin upon written authorization by the FDOT. No guarantee of minimum or maximum amount of work per bid item is made by the FDOT under this contract. All services performed under this contract shall be in accordance with applicable Federal and State law, and environmental regulations.

The prime contractor must be pre-qualified with the FDOT in Traffic Signals or have been actively engaged in the business of roadway maintenance and/or construction performing traffic signal repairs for a minimum of three years. A Reference Form is provided in the bid documents for the bidder to provide a minimum of three references for which your company has performed single and multi post sign repair work with the last three years. All references will be checked and a bid proposal may be considered non-responsive if the above information is not provided with your bid submittal.

The prime contractor will be required to perform at least 30% of the work with its own forces.

Supply a letter to the Department upon execution of this agreement, from a surety authorized to do business in the State of Florida, verifying the contractor is bondable in the State of Florida. Within five (5) days after commencement of any services pursuant to this agreement and at all times during the term hereof, including renewals and extensions, the vendor will supply to the FDOT and keep in force a performance and payment bond (as required in Article 3-5.1 of the Division 1 Specification for this Contract). This bond shall be on the form provided by the Department and provided by a surety authorized to do business in the State of Florida, payable to the Department.

Once executed, the contract is valid for three (3) years from date of award. This Contract may be renewed for up to two (2) additional one (1) year periods up to a total contract length of five (5) years (original term plus renewals).

Wage Rate Provision

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) FL *(Insert Appropriate Number(s) as determined by the District Contract Compliance Manager)*, as modified up through ten days prior to the opening of bids. Obtain the applicable General Decision(s) (Wage Tables) through the Department's website and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project. If additional classifications are needed, request them through the Engineer's office.

When multiple wage tables are assigned to a Contract, general guidance of their use and examples of applicability are available on the Department's website. Contact the Department's Wage Rate Coordinator before bidding if there are any questions concerning the applicability of multiple wage tables. The URL for obtaining the Wage Rate Decisions is www.dot.state.fl.us/construction/wage.htm.

Contact the Department's Wage Rate Coordinator at (850) 414-4251 if the Department's website cannot be accessed or there are questions.

In addition to the criteria outlined in the Wage Rate Provision above, the Contractor shall meet the criteria as outlined in the Terms for Federal Aid Contracts (Appendix I).

2.0 SERVICES TO BE PROVIDED BY THE CONTRACTOR

The signal repair/replacement services shall be performed by the Contractor in coordination with the FDOT District 5, personnel or their designated representative. Some intersections may require signal repair/replacement other intersections may not.

2.1 Signal Repair Services

- Provide labor, equipment and/or materials necessary to perform emergency traffic signal repairs/replacement on signal installations as directed by the FDOT or its designated representative (this will include the removal of all temporary STOP Signs as directed). The signal repairs/replacement may be identified in two levels to include the following:
 - a. Level 1 – The repairs/replacement will include a functioning signalized intersection with a minimum of one functioning overhead signal indication per approach. Including removing any Signal debris from intersection.

- b. Level 2 – The repairs/replacement will include, returning the signalized intersection to pre-event conditions and functionality as per current applicable standards.
- Provide maintenance of traffic using current FDOT Design Standards and/or Manual of Uniform Traffic Control Devices (MUTCD) and FDOT Standard Specifications.
- Repair/replace installations as directed by the FDOT or its designated representative.
- Provide a means to measure and certify all work to the FDOT or their designated representative. Take (time and date stamped) digital pictures before and after work and submit these files/pictures with each daily work log, etc.

3.0 SERVICE TO BE PROVIDED BY THE FDOT OR THEIR DESIGNATED REPRESENTATIVE

3.1 Signal Repair Services

- FDOT shall identify and prioritize work on all major roadway corridors (primary and secondary roads) in FDOT District 5, District-wide (Brevard).
- FDOT shall provide inspection for all contractor operations. Field Inspectors will be provided in sufficient numbers to adequately monitor all field operations.

4.0 PAYMENT

4.1 Signal Repair Services

- Payment for signal repair work will be made in accordance with the bid items and unit prices shown in Exhibit C.
- The FDOT may provide available signal material/parts to the Contractor. All materials/parts provided by the FDOT for signal repair shall be replaced by the Contractor in kind at no cost to the FDOT within 180 days from the date determined by FDOT recognizing the end of the event. The FDOT may withhold payment for the value of these materials/parts or the Contractor may provide a bond in lieu of withheld payments.
- No quantities are guaranteed and there will be no unit cost adjustment for quantities required over the estimated quantities or under the estimated quantities.
- In the event that the bid items and unit prices in Exhibit C for signal repair services do not adequately address a specific work requirement, the Contractor will abide by Sub-Article 4-3.2.1(a)(b)(c) of Section 4 (Scope of Work) of the FDOT's Specifications for payment of such services.

- The Department, at its sole discretion, may award one or more contracts based on the bids received and the impact of the natural disasters encountered. If more than one award is made, such award will be to the lowest bidder, and then to the next lowest bidder(s) based on availability of the bidders and the bidder's ability to satisfy the needs of the Department at the time contacted.

EXHIBIT E

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

March 25th, 2021

City of Mount Dora
Jim Faulkner, MSIT, CAPM
Director, Information Technology
PO Box 176
Mount Dora, FL 32756-0176

RE: PIGGYBACK - Brevard Term Contract 2984; B-4-15-65

Dear Jim

This letter is to inform the City of Mount Dora that (PCS) Precision Contracting Services, Inc. hereby agrees to an extension of all terms and pricing of the Brevard term contact you are presently piggybacked on for a period of 3 years with 2 subsequent mutually agreed upon 1yr renewals with no deviations.

The current contract is set to expire 4-21-21 so the initial term of this agreement would be: 4-21-21 thru 4-21-24.

The city of Mount Dora will continue to issue individual purchase orders against this agreement as your authorization to deliver.

Should you need anything else or have any questions please contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Arnold", with a stylized flourish extending from the end.

Rick Arnold, RCDD, CGC, EC
Vice President – Business Development
rarnold@pcsfiber.com
561-743-9737

ATTACHMENT #3

RESOLUTION NO. 2021-43

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO AMENDMENT 1 TO THAT PIGGYBACK AGREEMENT WITH PRECISION CONTRACTING SERVICES, INC.; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING APPROVAL OF AMENDMENT, AUTHORIZATION TO EXECUTE AND RATIFICATION OF PRIOR ACTION; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 16, 2019, the City approved Resolution No.: 2019-36, which authorized the purchase of fiber optic equipment and installation services, through a piggyback agreement with Precision Contracting Services, Inc., based on that solicitation issued by Brevard County, Florida (Piggyback Agreement); and

WHEREAS, the City's Piggyback Agreement had an original Term which extended through July 21, 2020, to match the underlying Agreement between Precision Contracting Services, Inc., and Brevard County, and could be further extended in the best interest of the City; and

WHEREAS, the underlying Agreement between Precision Contracting Services, Inc., and Brevard County was extended through April 21, 2021; however, the City's Piggyback Agreement was never extended to match the revised term; and

WHEREAS, the City has utilized the Piggyback Agreement and Precision Contracting Services, Inc., for various fiber projects throughout the City, based on the extension which had been issued by Brevard County through April 21, 2021, including the recent fiber project approved under City of Mount Dora Resolution No.: 2021-24; and

WHEREAS, Precision Contracting Services, Inc., is willing to extend the pricing set forth in the Piggyback Agreement beyond the term of the underlying Agreement with Brevard County so that the City can complete its fiber projects with a uniform and consistent equipment source; and

WHEREAS, the City has determined that extending the Piggyback Agreement with Precision Contracting Services, Inc., is the most economically advantageous way for the City to upgrade and/or extend fiber optics throughout the City; and

WHEREAS, the City has determined that it is in its best interest to waive the procurement and solicitation formalities of its Procurement Policy in order to extend the Piggyback Agreement with Precision Contracting Services, Inc., so that upcoming, planned fiber projects can be completed utilizing a uniform and consistent equipment source.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of Amendment, Authorization to Execute and Ratification of Prior Action.

A. The City hereby approves Amendment 1 to the Piggyback Agreement with Precision Contracting Services, Inc., attached hereto as **Exhibit “A”**. The Mayor or a designee thereof is hereby authorized to execute Amendment 1 on behalf of the City.

B. Adoption of Resolution No.: 2021-24 for the upgrade and/or extension of fiber optics from the City’s Gilbert Park to Wastewater Treatment Plant #2 is hereby ratified and the purchase contemplated thereby is authorized to continue under the Piggyback Agreement extension with Precision Contracting Services, Inc., approved under this Resolution.

SECTION 3. Implementation of Administrative Actions. The City Manager is hereby authorized and directed to take such actions and execute said lease agreements as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to Amendment 1 to the Piggyback Agreement with Precision Contracting Services, Inc., as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 6th day of April, 2021.



CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:



GWEN KEOUGH-JOHNS, MMC
CITY CLERK

For the use and reliance of City of Mount Dora
only. Approved as to form and legality.



Sherry G. Sutphen, City Attorney

EXHIBIT A

Amendment 1 to Piggyback Agreement
with Precision Contracting Services, Inc.

**AMENDMENT 1 TO THE AGREEMENT BETWEEN
THE CITY OF MOUNT DORA AND PRECISION CONTRACTING SERVICES, INC.**

THIS AMENDMENT made by and between the and the City of Mount Dora Florida, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as CITY and Precision Contracting Services, Inc., 15834 Guild Court, Jupiter, Florida 33478, hereinafter referred to as CONTRACTOR, as evidenced by the signatures affixed below.

WITNESSETH:

WHEREAS, on April 16, 2019, the CITY adopted Resolution No.: 2019-36, authorizing the Piggyback Agreement with the CONTRACTOR for the provision of Fiber Optics Construction, Rehab, Maintenance and Emergency Repairs, hereinafter referred to as "Piggyback Agreement"; and

WHEREAS, the Piggyback Agreement was based on an Agreement which had been competitively solicited and negotiated by Brevard County, Florida, through Bid Bo. B-4-15-65; and

WHEREAS, the City's Piggyback Agreement had an original Term which extended through July 21, 2020, to match the underlying Agreement between the CONTRACTOR and Brevard County, and could be further extended in the best interest of the City; and

WHEREAS, the underlying Agreement between the CONTRACTOR and Brevard County was extended through April 21, 2021; however, the City's Piggyback Agreement was never extended to match the revised term; and

WHEREAS, the City has utilized the Piggyback Agreement and the CONTRACTOR for various fiber projects throughout the City, based on the extension which had been issued by Brevard County; and

WHEREAS, the CONTRACTOR is willing to extend the pricing set forth in the Piggyback Agreement beyond the term of the underlying Agreement with Brevard County so that the City can complete its fiber projects with a uniform and consistent equipment source; and

WHEREAS, the City has determined that it is in its best interest to waive the procurement and solicitation formalities of its Procurement Policy in order to extend the Piggyback Agreement so that the upcoming, planned fiber projects can be completed utilizing a uniform and consistent equipment source; and

WHEREAS, the parties have determined that it is in their best interest to amend the Piggyback Agreement to extend the Term accordingly.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, the Agreement between the CITY and CONTRACTOR is amended as follows:

1. Section 1, Term, of the Piggyback Agreement is hereby deleted in its entirety and replaced with the following:

The term of this Agreement shall be extended through and including April 21, 2022, with the option to renew for two additional periods of one (1) year each. The parties agree to give one another notice of renewal or non-renewal at least thirty (30) days prior to the expiration of this renewal period.

2. All of the terms and conditions of the original Agreement, or any modification thereof, shall remain in full force and effect, and to the extent of any conflict between this Amendment and the original Agreement, or any modification thereof, this Amendment shall prevail.

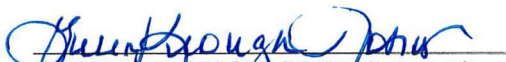
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the 6th day of April, 2021.

CITY OF MOUNT DORA



CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:



GWEN KEOUGH-JOHNS, MMC
CITY CLERK

For the use and reliance of City of Mount Dora only.
Approved as to form and legal sufficiency.



Sherry G. Sutphen
City Attorney

CONTRACTOR

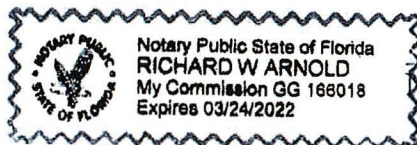
By: Cindy Boyd
Print: Cindy Boyd
Title: President

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Cindy Boyd, as President, of Precision Contracting Services who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 1st day of April, 2021.

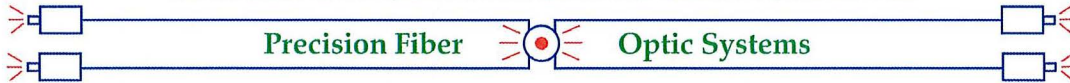
(stamp)



[Signature]
NOTARY PUBLIC, State of Florida



PRECISION CONTRACTING SERVICES INC.



March 25th, 2021

City of Mount Dora
Jim Faulkner, MSIT, CAPM
Director, Information Technology
PO Box 176
Mount Dora, FL 32756-0176

RE: PIGGYBACK - Brevard Term Contract 2984; B-4-15-65

Dear Jim

This letter is to inform the City of Mount Dora that (PCS) Precision Contracting Services, Inc. hereby agrees to an extension of all terms and pricing of the Brevard term contact you are presently piggybacked on for a period of 3 years with 2 subsequent mutually agreed upon 1yr renewals with no deviations.

The current contract is set to expire 4-21-21 so the initial term of this agreement would be: 4-21-21 thru 4-21-24.

The city of Mount Dora will continue to issue individual purchase orders against this agreement as your authorization to deliver.

Should you need anything else or have any questions please contact me directly.

Sincerely,

Rick Arnold, RCDD, CGC, EC
Vice President – Business Development
rarnold@pcsfiber.com
561-743-9737

Licenses #EC13009874 - #ES0000245

PCSFiber.com



**AMENDMENT 2 TO THE AGREEMENT
BETWEEN THE CITY OF MOUNT DORA AND
PRECISION CONTRACTING SERVICES, INC.**

THIS AMENDMENT made by and between the and the City of Mount Dora Florida, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as CITY and Precision Contracting Services, Inc., 15834 Guild Court, Jupiter, Florida 33478, hereinafter referred to as CONTRACTOR, as evidenced by the signatures affixed below.

WITNESSETH:

WHEREAS, on April 16, 2019, the CITY executed a Piggyback Agreement with CONTRACTOR for Fiber Optics Construction, Rehab, Maintenance and Emergency Repairs, based on an Agreement that had been competitively negotiated by Brevard County (hereinafter referred to as Agreement); and

WHEREAS, on April 6, 2021, the parties execute the First Amendment to the Agreement which revised the Term thereof; and

WHEREAS, the parties have determined that it is in their best interest to once again amend the Agreement to extend the Term accordingly.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the CITY and CONTRACTOR is amended as follows:

1. Section 1, Term, of the Agreement is hereby extended through April 1, 2023, with the option to review for one additional period of one (1) year. The parties agree to give one another notice of renewal or non-renewal at least thirty (30) days prior to the expiration of this renewal period.
2. All of the terms and conditions of the original Agreement, or any modification thereof, shall remain in full force and effect, and to the extent of any conflict between this Amendment and the original Agreement, or any modification thereof, this Amendment shall prevail.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the ____ day of _____, 2022.

CITY OF MOUNT DORA

CRISSY STILE

MAYOR of the City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM
CITY CLERK

For the use and reliance of City of Mount Dora only.
Approved as to form and legal sufficiency.

Sherry G. Sutphen
City Attorney

CONTRACTOR

By: _____

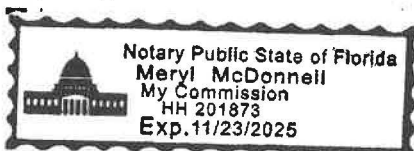
Print: Rick Arnold

Title: Vice President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Meryl McDonnell, as 1 Rick Arnold, of Precision Contracting Services, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ FL DL _____ as identification, and who did not take an oath this 25 day of February, 2022.

(stamp)



Meryl McDonnell
NOTARY PUBLIC, State of Florida

Page 2 of 2



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 15, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request approval of Resolution No. 2022-13, authorizing the conveyance of certain described property to the Florida Department of Transportation (FDOT)

Introduction:

As a matter of access management for public safety, FDOT requires limited access rights at Stanley Bell Drive and E. 1st Avenue to preclude any future traffic connection at this location.

Discussion:

During the construction of the SR 46 six-lane project with improvements to E. 1st Avenue, FDOT disconnected Stanley Bell Drive from E. 1st Ave., terminating Stanley Bell with a cul-de-sac. FDOT acquired certain additional right-of-way and access rights to effect this change. FDOT has agreed to transfer its right-of-way ownership over Stanley Bell Drive to the City upon receipt of limited access rights over the line identified as Parcel 125.1 Limited Access Rights State Road Section No. 11130, F.P. No. 238275-2 in the City Deed to be signed by the Mayor.

Budget Impact:

There is no budget impact.

Strategic Impact:

When the right-of-way transfer transaction with FDOT is complete, the City will have obtained full control of Stanley Bell Drive.

Recommendation City Council approve Resolution No. 2022-13, authorizing the conveyance of certain described property to the Florida Department of Transportation (FDOT).

Attachment(s):

1. Resolution 2022-13.City Deed SR 46, Stanley Bell.SGS
2. City Deed - Parcel 125

Prepared by: Merry Lovern , Executive Assistant

Reviewed by: GEORGE MAREK,
Merry Lovern , Executive Assistant
Sherry Sutphen , City Attorney
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 2/7/2022

Approved - 2/8/2022

Approved - 3/9/2022

Approved - 3/9/2022

Final Approval - 3/9/2022

RESOLUTION NO. 2022-13

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE REAL PROPERTY NEEDED FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION STATE ROAD NO. 46 PROJECT (SECTION NO. 11130, F.P. NO. 238275 2); PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORIZATION TO EXECUTE CITY DEED; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR DIRECTION TO CITY CLERK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (FDOT) proposes to construct or improve State Road No. 46, Section No. 11130, F.P. No. 238275 2, in Lake County, Florida (Project); and

WHEREAS, FDOT has indicated that it is necessary for it to acquire certain described real property from the City of Mount Dora for completion of the Project; and

WHEREAS, the described real property identified by FDOT for the Project is no longer needed for City purposes; and

WHEREAS, the City has determined that deeding the real property identified by FDOT for completion of the Project advances a legitimate public purpose and is in the best interest, health, safety or welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Authorization to Execute City Deed. The Mayor is hereby authorized to execute the City Deed, attached hereto as **Exhibit "A"**, in favor of FDOT for completion of the State Road No. 46 Project (Section No. 11130, F.P. No. 238275 2).

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City pertaining to the City Deed in favor of FDOT for completion of the Project, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and the City Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Directions to City Clerk. The City Clerk is hereby directed to forward a certified copy of the Resolution along with the fully executed original City Deed to the State of Florida Department of Transportation at 719 South Woodland Boulevard, DeLand, Florida 32720-6834.

SECTION 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 15th day of February, 2022.

CRISSY STILE
Mayor of the City of Mount Dora, Florida

ATTEST:

For the use and reliance of CITY of Mount
Dora only. Approved as to form and legality.

Jessica Burnham
City Clerk

Sherry G. Sutphen
City Attorney

EXHIBIT “A”
City Deed
Parcel 125
State Road No. 46
Section No. 11130
F.P. No. 238275 2

03-BSD05-03/07

December 6, 2021

This instrument prepared by

Tammy Mackey

Under the direction of

DANIEL L. McDERMOTT, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 125.1

SECTION 11130

F.P. NO. 238275 2

STATE ROAD 46

COUNTY Lake

CITY DEED

THIS DEED, made this _____ day of _____, _____, by the CITY OF MOUNT DORA, a Florida Municipal Corporation, 510 N. Baker St., Mount Dora, FL 32757, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 719 S. Woodland Blvd., DeLand, FL 32720, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lake County, Florida, viz:

**PARCEL NO. 125
LIMITED ACCESS RIGHTS**

SECTION No. 11130, F.P. No. 238275-2

ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW ALONG:

That portion of the North Right of Way line of State Road 46 that crosses Morningside Drive, lying between Blocks 8 and 9 of LAKE FRANKLIN PARK, according to the plat thereof as recorded in Plat Book 6, Page 51, Public Records of Lake County, Florida.

PARCEL NO. 125.1
SECTION 11130
F.P. NO. 238275 2
PAGE 2

Described as follows:

SEE ATTACHED SKETCH AND DESCRIPTION

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the said grantee forever.

PARCEL NO. 125.1
SECTION 11130
F.P. NO. 238275 2
PAGE 3

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

Signed, sealed and delivered in
the presence of: Two witnesses
required by Florida Law

CITY OF MOUNT DORA
A Florida Municipal Corporation

SIGNATURE LINE
PRINT/TYPE NAME: _____

By: _____

CRISSY STILE
Its Mayor

SIGNATURE LINE
PRINT/TYPE NAME: _____

ATTEST: _____

Jessica Burnham
Its City Clerk

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____, Mayor, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

**PARCEL NO. 125
LIMITED ACCESS RIGHTS**

SECTION 11130, F.P. No. 238275-2

ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW ALONG:

That portion of the North Right of Way line of State Road 46 that crosses Morningside Drive, lying between Blocks 8 and 9 of LAKE FRANKLIN PARK, according to the plat thereof as recorded in Plat Book 6, Page 51, Public Records of Lake County, Florida.

Described as follows:

COMMENCE at a 6"x6" concrete monument with no identification marking the Northwest corner of the Northwest 1/4 of Section 33, Township 19 South, Range 27 East, Lake County, Florida, as shown on Florida Department of Transportation Right of Way Map, Section 11130, F.P. No. 238275-2; thence South 00°18'35" East, along the West line of the Northwest 1/4 of said Section 33, a distance of 1324.67 feet to a point on the Centerline of Survey of State Road 46 at Station 27+82.98, as shown on said Right of Way Map; thence South 89°53'40" West along said Centerline, a distance of 168.54 feet to an intersection with the Southerly projection of the West line of Block 9, LAKE FRANKLIN PARK, as per map recorded in Plat Book 6, Page 51 of the Public Records of Lake County, Florida, being at Station 26+14.44 on said Centerline; thence departing said Centerline, North 00°00'37" East along said Southerly projection and West line of Block 9, a distance of 50.00 feet to a point on the existing Northerly Right of Way line of State Road 46, lying 50.00 feet Northerly of as measured perpendicular to said Centerline of Survey of State Road 46 and the POINT OF BEGINNING OF THIS DESCRIBED LINE; thence departing said block line, South 89°53'40" West and parallel with said Centerline of Survey of State Road 46 a distance of 50.00 feet to the intersection with the East line of Block 8 of said LAKE FRANKLIN PARK, and the POINT OF TERMINATION OF THIS DESCRIBED LINE.

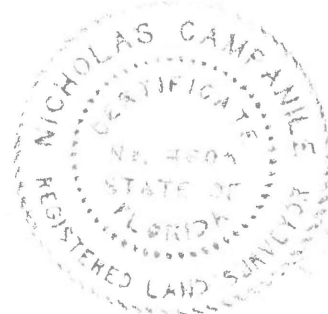
CERTIFICATION:

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE ATTACHED SKETCH AND DESCRIPTION OF PARCELS 76 PART, 77-R PART, 102 PART, 103 PART, 77-R PART 2, AND 125 IS TRUE, ACCURATE, AND PREPARED UNDER MY DIRECTION.

I FURTHER CERTIFY THAT SAID SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



NICHOLAS CAMPANILE
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 4605
FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT FIVE
719 S. WOODLAND BLVD.
DELAND, FL. 32720



DATE: MARCH 13, 2020

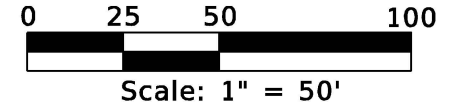
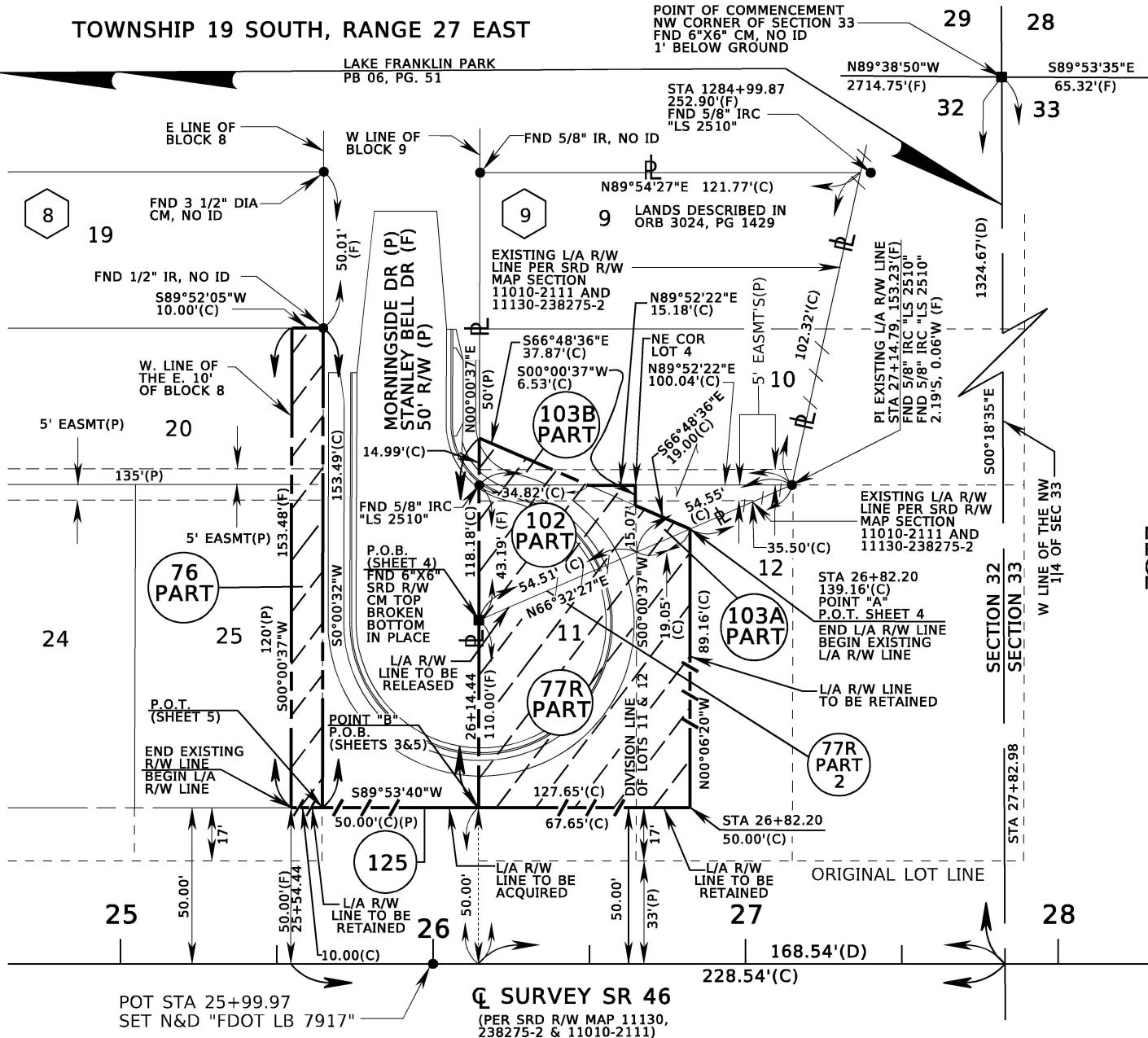
**NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER**

				FLORIDA DEPARTMENT OF TRANSPORTATION	
				SKETCH OF DESCRIPTION FOR TRANSFER OF RIGHT OF WAY	
				STATE ROAD NO. 46 LAKE COUNTY	
		BY	DATE	PREPARED BY: F.D.O.T. DISTRICT 5 SURVEYING & MAPPING 719 WOODLAND BLVD. DELAND, FL 32720	DATA SOURCE: SEE GENERAL NOTES ON SHEET 1
		DRAWN	WBM	03/12/2020	
		CHECKED	NC	03/13/2020	
REVISION	March 15, 2022	BY	Regular City Council	F.P. NO. 238275-2	SECTION 11130 Page 128 of 148 SHEET 5 OF 5

TOWNSHIP 19 SOUTH, RANGE 27 EAST

LAKE FRANKLIN PARK
PB 06, PG. 51

POINT OF COMMENCEMENT
NW CORNER OF SECTION 33
FND 6"x6" CM, NO ID
1' BELOW GROUND



**THIS MAP IS
NOT A SURVEY**

NOTE: HATCHED AREA DENOTES
F.D.O.T. R/W BEING TRANSFERRED.
(SEE GENERAL NOTES No. 2 AND
No. 3 ON SHEET 1.)

STA 30+00.00 SR 46 =
STA 1282+31.66 SR 500
SET N&D "FDOT LB 7917"
N = 1622962.1434
E = 455932.9860

SR 46 & STANLEY BELL DR.

FLORIDA DEPARTMENT OF
TRANSPORTATION
SKETCH OF
DESCRIPTION

STATE ROAD NO. 46

LAKE COUNTY

BY	DATE	PREPARED BY: F.D.O.T. DISTRICT FIVE SURVEYING & MAPPING 719 WOODLAND BLVD. DELAND, FL 32720	DATA SOURCE: SEE GENERAL NOTES ON SHEET 1	SCALE: 1" = 50'
DRAWN	WBM	03/12/2020	F.P. NO. 238275-2	SECTION 11130
CHECKED	NC	03/13/2020	Page 129 of 348	SHEET 2 OF 5

REVISION

BY

DATE

March 15, 2022 Regular City Council



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 15, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request approval of the Piggyback Agreement between the City of Mount Dora and CEC Motor & Utility Services related to Electric Motor and Pump Repair Services

Introduction:

This is a request for approval of a piggyback agreement with CEC Motor and Utility Services using the City of Orlando's contract.

Discussion:

The City wastewater collection system currently has 58 lift stations that move sewer discharge from homes and businesses to the City wastewater treatment facilities. All lift station designs include redundant pumps and control systems to minimize disruptions. Therefore, the City has over 100 pumps and control systems that require continuous maintenance, as a lift station is an extremely harsh environment. A lift station equipment's environment is corrosive hydrogen sulfide gas, liquid waste with grit, rags, and other solids that clog and deteriorate pumps and controls.

Staff monitors City lift stations with a combination of 24 hours/day, 7 days/week with a Supervisor Control and Data Acquisition (SCADA) computerized communication system and daily physical maintenance rounds. Lift station equipment found to require repairs are pulled or replacement routinely. Staff keep limited spare back pumps and controls. Many repairs and replacements cost over the \$5,000 bid threshold. It is often difficult to get quotes for pump repairs as the pump has to first be disassembled in order to evaluate and determine the problem.

The City of Mount Dora has determined that in this circumstance, piggybacking onto a contract entered into by the City of Orlando is the most economically advantageous way to procure these goods and services.

The City of Orlando has hundreds of lift stations that generate a large volume of repair and

replacement. Piggybacking on their competitively bid service contract for pumps, parts, control equipment and repair services provides a benefit for a smaller agency like the City of Mount Dora.

Budget Impact:

The budget for the collections repair and replacement account is 421-5353-546-00.00.

Strategic Impact:

Maintain safe and reliable wastewater collection services for the health and well-being of the people of Mount Dora.

Recommendation City Council approve the piggyback agreement to repair and replace utility pumps and motors..

Attachment(s):

1. Piggyback Agreement.CEC Motor and Utility Services.SGS
2. Exhibit A.Cooporative Contract.Orlando - Pump Repair Solicitation Contract-IFB19-0411 (003)
3. Exhibit B.Pricing

Prepared by: Ethan Hand

Reviewed by: Josef Grusauskas, Utilities & Plant Operations Director
John McKinney, Finance Director
douglasm douglasm, Purchasing Manager
Sherry Sutphen , City Attorney
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 2/8/2022

Approved - 2/8/2022

Approved - 2/8/2022

Approved - 3/9/2022

Approved - 3/9/2022

Final Approval - 3/9/2022

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and CEC MOTOR AND UTILITY SERVICES, 1751 12th Street East, Palmetto, Florida 34221, hereinafter referred to as the “CONTRACTOR”.

W I T N E S S E T H:

WHEREAS, pursuant to the CITY’s Purchasing Policy Manual piggyback purchases are authorized when determined to be in the best interest of the CITY; and

WHEREAS, the CITY has determined that it is in its best interest to utilize the Electric Motor and Pump Repair Services Agreement between the City of Orlando and the CONTRACTOR, dated November 11, 2019, attached hereto as **Exhibit “A”**, and made a binding part hereof by this reference, hereinafter referred to as “Cooperative Contract” which was competitively solicited for and negotiated by the City of Orlando through IFB19-0411; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the services required by the CITY; and,

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

SECTION 1. TERM.

The term of this Agreement shall begin on the date of execution by the CITY through November 11, 2022, and in the event the City of Orlando extends the term of the Cooperative Contract, the CITY may extend the Term of this Piggyback Agreement.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services to the CITY as set forth in the **Exhibit “A”** attached hereto and pricing pursuant to **Exhibit “B”** attached hereto.

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein.

SECTION 4. NOTICE.

The parties hereto agree and understand that written notice, mailed, emailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record with copy by electronic mail:

CITY: City of Mount Dora
Attn: City Manager
510 N. Baker Street
Mount Dora, Florida 32757

Copy to: Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803

CONTRACTOR: CEC Motor and Utility Services
1751 12th Street East
Palmetto, Florida 34221

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 6. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 7. CONFLICT.

To the extent of any conflict between this Agreement or a CITY issued Purchase Order related to this Agreement and the terms and conditions of Exhibit A attached hereto or any other CONTRACTOR issued invoice or the like, the terms and conditions of this agreement or of any CITY issued Purchase Order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 9. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 11. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts and shall survive termination or natural expiration of this Agreement.

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK: JESSICA BURNHAM
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
BURNHAMJ@CITYOFMOUNTDORA.COM

- B. CONTRACTOR agrees to comply with public records laws, specifically to:
1. Keep and maintain public records required by the CITY for the scope of this Agreement.
 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 allowed by law.
 3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of this contract, transfer, at no cost, to the CITY all public records in the CONTRACTOR's possession or keep and maintain the public records as required by the CITY. If the CONTRACTOR transfers all public records to the CITY upon completion of this contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request, in a format that is compatible with the information technology systems of the CITY.

SECTION 14. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

The CONTRACTOR may only use the CITY'S name, logo, seal and/or flag with the express written permission of the City and consistent with any CITY policy related to the same. In addition, the CONTRACTOR shall not use the CITY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the CITY.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this 3 day of March, 2022.

CITY OF MOUNT DORA

CRISSY STILE

MAYOR of the City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM

CITY CLERK

For the use and reliance of City of Mount Dora only
Approved as to form and legal sufficiency

Sherry G. Sutphen
City Attorney

CONTRACTOR

Print: JAMES J. HOUGH

Title: C.O.O.

STATE OF FLORIDA

COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of James Hough, as C.O.O., of CEC Motor & Utility Services LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 3 day of March, 2022.

(stamp)



Larissa Maffetore
NOTARY PUBLIC

Exhibit “A”
Cooperative Contract between
the City of Orlando and
CEC Motor and Utility Services



CITY OF ORLANDO PROCUREMENT AND CONTRACTS ROUTING & TRANSMITTAL SLIP

Date: 19th November, 2019

From: Varun Desai, Purchasing Agent II

UD
11/19/2019

To:			
	Name:	Initials:	Approval Date:
1.	LouEmma Cromity, Assist. Chief Procurement Officer	LC	11-19-19 / 11-22-19
2.	Torry Conolly, Procurement	TC	11-20-19
3.	Alison Brackins, Legal	AB	11-21-19
4.	Torry Conolly, Procurement	TC	11-22-19
5.	David Billingsley, Chief Procurement Officer	DB	11-25-19
6.	Varun Desai, Purchasing Agent II		

DOCUMENT:

ACTION REQUESTED:

CONTRACT

☐

APPROVAL

☒

EXTENSION LETTER

☐

APPROVE AS AMENDED

☐

CONTRACT AMENDMENT

☐

NOTE AND RETURN

☒

SOLICITATION

☐

FOR YOUR INFORMATION

☐

ADDENDUM

☐

COMMENTS REQUESTED

☐

PURCHASE ORDER

☐

SEE ME

☐

OTHER

☒

FILE

☐

OTHER

☐

REMARKS:

Approval/Signature of Contract: IFB19-0411 (CEC Motor and Utility Services) Electric Motor and Pump Repair (Term Contract)

City Attorney's Office
RECEIVED

NOV 21 2019

City of Orlando

LD 11/19/2019

Rev: 05/23/13

SUMMARY OF CONTRACT ACTIONS

(Submission of this Form Indicates that All Uploads are Complete)

Contract Name:	Electric Motor and Pump Repair	Tax ID:	275084842
Contract # (not B):	IFB19-0411	Contract Admin (PA):	Varun Desai
Dept/Owner:	Public Works/Water Reclamation	Contact/PM Name:	Jaime Birmingham
Contractor:	CEC Motor and Utility Services	Contact Name:	Paul Rademaker
Company Phone:	941-845-1032	Company Email:	prademake@cecmotoru.com

Various Depts: YES ☐ If Yes?	Confidential Information: YES ☐
---	--

CMS Tracking #:	Workday Contract #:	SCN-
-----------------	---------------------	------

	DATE	CONTRACT PERIOD	EFFECTIVE DATE OF CONTRACT PERIOD	EXPIRATION DATE OF CONTRACT PERIOD	TOTAL MONTHS	AMOUNT OF CONTRACT ACTION	DESCRIPTION
ANTICIPATED	12/4/2019	Original Award	11/20/2019	11/19/2022	36.0	\$ 99,860.00	Initial Period
		Renewal	11/20/2022	11/19/2023	12	\$ 99,860.00	
		Renewal	11/20/2023	11/19/2024	12	\$ 99,860.00	
ANTICIPATED TOTAL CONTRACT VALUE					60	\$ 299,580.00	
ACTUAL	12/4/2019	Original Award	11/20/2019	11/19/2022	36.0	\$ 99,860.00	Initial Period
ACTUAL TOTAL CONTRACT VALUE TO DATE					36.0	\$ 99,860.00	

Continue to next page (if applicable)

REV 6/13/18

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CITY OF ORLANDO

November 19, 2019

Paul Rademaker
CEC Motor and Utility Services
175 112th Street East
Palmetto, FL. 34221

SUBJECT: IFB19-0411, Electric Motor and Pump Repair

The attached contract is the City of Orlando's acceptance of your offer in response to IFB19-0411, Electric Motor and Pump Repair as the primary supplier and is subject to all terms and conditions therein, as well as any addenda to that solicitation.

This contract is an initial thirty-six (36) month contract, effective November 20, 2019, and will remain in effect through November 19, 2022.

This contract may be renewed upon mutual agreement as provided in the solicitation. Any amendments to this contract must be in writing and signed by both parties to be valid, binding, and enforceable.

All invoices must reference the subject Contract Number. Invoices must be submitted to the address below:

Accounts Payable
City of Orlando
4th Floor, City Hall
PO Box 4990
Orlando, FL 32802-4990

Please remember that only those goods/services specifically listed in this contract can be invoiced. The description and unit prices on each invoice must match the description and unit pricing in the subject contract. Invoices not meeting these requirements are considered Improper Invoices and will be returned.

Sincerely,

A handwritten signature in black ink, appearing to read "David Billingsley", written over a horizontal line.

David Billingsley, CPSM, C.P.M.
Chief Procurement Officer



CITY OF ORLANDO

September 6, 2019

TO: All Bidders

FROM: Varun Desai, Purchasing Agent II
Procurement and Contracts Division

SUBJECT: Electric Motor and Pump Repair
Transmittal of Addendum Number One (1)
IFB19-0411

Please be advised of the following changes/clarifications to subject solicitation. The solicitation is hereby changed accordingly.

A. THE SOLICITATION DUE DATE IS HEREBY CHANGED:

FROM: Friday, September 13, 2019 at 2:00 p.m., Local Time City of Orlando, FL

TO: Friday, September 20, 2019 at 2:00 p.m., Local Time City of Orlando, FL

B. WRITTEN QUESTIONS RECEIVED:

Question No. One (1):

Can you please furnish us with a copy of the bid results for the previous/current motor and pump repair contract?

Answer No. One (1):

See attachment A.

FINAL COMMENT: Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received within 10 days of the Bid Opening date will not be given any consideration. (See Exhibit 3 Section 1c on Page 11 of the solicitation package).

Firms are reminded to review the original solicitation and all subsequent Addenda issued.

THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL.

In other respects, except as specifically stated above, all other terms and conditions of the solicitation remain unchanged.

PROCUREMENT AND CONTRACTS DIVISION

CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2291 • FAX 407.246.2869 • CityofOrlando.net • esupplier.cityoforlando.net

Electric Motor and Pump Repair

**IFB19-0411
Addendum One (1)
9/6/19**

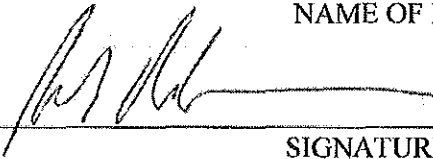
SIGNATURE PAGE

Bidders are asked to acknowledge receipt of this Addendum Number One (1), by completing the information requested below and submitting this information with their Bid. Failure to do so may subject the Bidder to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

CEC Motor and Utility Services

BY:  9-17-19
NAME OF BUSINESS
SIGNATURE/DATE

Paul Rademaker, Sales Manager

NAME & TITLE, TYPED OR PRINTED

1751 12th Street East

MAILING ADDRESS

Palmetto, FL. 34221

CITIES, STATE, ZIP CODE

(941) 845-1030 941-845-1049

AREA CODE WITH TELEPHONE and FAX NUMBERS

Rev: 07.31.18

PROCUREMENT AND CONTRACTS DIVISION

CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2291 • FAX 407.246.2869 • CityofOrlando.net • esupplier.cityoforlando.net

Electric Motor and Pump Repair

**IFB19-0411
Addendum One (1)
9/6/19**

**Attachment "A"
Bid Tabulation Sheet**

Rev: 07.31.18

PROCUREMENT AND CONTRACTS DIVISION
CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2291 • FAX 407.246.2869 • CityofOrlando.net • esupplier.cityoforlando.net

ATTACHMENT "A"

Bid Tabulation Sheet

				TAW Orlando Service Center, Inc.		Stewart's Electric Motor Works, Inc.	
Vendor's City & State:				Orlando, FL		Orlando, FL	
Description	Unit	Quant	Item	Unit Price	Total	Unit Price	Total
Labor Rates (Shop) Straight Time	Hours	6,000	1	\$ 21.75	\$ 130,500.00	\$ 25.00	\$150,000.00
Labor Rates (Shop) Overtime	Hours	2,000	2	\$ 21.75	\$ 43,500.00	\$ 25.90	\$ 51,800.00
Labor Rates (Field) Straight Time	Hours	200	3	\$ 21.75	\$ 4,350.00	\$ 25.00	\$ 5,000.00
Labor Rates (Field) Overtime	Hours	100	4	\$ 21.75	\$ 2,175.00	\$ 25.90	\$ 2,590.00
Inspection Charges (Shop)	Hours	200	5	\$0.00	\$0.00	\$0.00	\$0.00
Inspection Charges (Field)	EA	200	6	\$0.00	\$0.00	\$0.00	\$0.00
Parts & Additional Items	XXX	\$ 200	7	20%	\$ 240.00	20%	\$ 240.00
Calculated Total:					\$ 180,765.00		\$209,630.00
Vendor's Total:					\$ 180,765.00		\$209,630.00
Discount Payment Terms:							
Visa ePayable? (Yes/No)					Yes		No
Secondary Supplier? (Yes/No)					Yes		Yes
Bidders Certification Signed & Notarized:					Yes		Yes
Contract & Acceptance for Solicitation:					Yes		Yes
Bidder's Questionnaire Attached:					Yes		Yes
Attachment "A" Included:					Yes		Yes
VBE Certification:					N/A		N/A
M/WBE Certification:					N/A		N/A
Expiration Date:							
Original & Number of Copies:				1 Original & 1 Copy		1 Original & 1 Copy	

Rev: 07.31.18

PROCUREMENT AND CONTRACTS DIVISION

CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2291 • FAX 407.246.2869 • CityofOrlando.net • esupplier.cityoforlando.net



9/12/2019

TO: All Bidders

FROM: Varun Desai, Purchasing Agent II
Procurement and Contracts Division

SUBJECT: Electric Motor and Pump Repair
Transmittal of Addendum Number Two (2)
IFB19-0411

Please be advised of the following changes/clarifications to subject solicitation. The solicitation is hereby changed accordingly.

A. REVISED QUOTE/BID ITEMS:

Please see revised Quote/Bid Items.

B. WRITTEN QUESTIONS RECEIVED:

Question No. One (1):

On the new bid there is no place to put the parts mark up on there. On the last bid it was labeled parts and additional items

Answer No. One (1):

Please see the revised Quote/Bid Items.

FINAL COMMENT: Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received within 10 days of the Bid Opening date will not be given any consideration. (See Exhibit 3 Section 1c on Page 11 of the solicitation package).

Firms are reminded to review the original solicitation and all subsequent Addenda issued.

THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL.

In other respects, except as specifically stated above, all other terms and conditions of the solicitation remain unchanged.

PROCUREMENT AND CONTRACTS DIVISION

CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2291 • FAX 407.246.2869 • CityofOrlando.net • esupplier.cityoforlando.net

SIGNATURE PAGE

Bidders are asked to acknowledge receipt of this Addendum Number Two (2), by completing the information requested below and submitting this information with their Bid Failure to do so may subject the Bidder to disqualification.

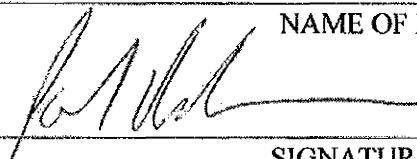
ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

CEC Motor and Utility Services

NAME OF BUSINESS

BY:



9-17-19

SIGNATURE/DATE

Paul Rademaker, Sales Manager

NAME & TITLE, TYPED OR PRINTED

1751 12th Street East

MAILING ADDRESS

Palmetto, FL. 34221

CITIES, STATE, ZIP CODE

(941) 845-1030 941-845-1049

AREA CODE WITH TELEPHONE and FAX NUMBERS

2 | PAGE

PROCUREMENT AND CONTRACTS DIVISION

CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2291 • FAX 407.246.2869 • CityofOrlando.net • esupplier.cityoforlando.net

Mayor
Buddy Dyer

Chief Procurement Officer
David Billingsley, CPSM, C.P.M.



**CITY OF ORLANDO
INVITATION FOR BIDS (IFB)**

IFB NUMBER AND TITLE: IFB19-0411 Electric Motor and Pump Repair

DATE OF ISSUE: August 14th, 2019

Non-Mandatory ☒ **Mandatory** ☐ (If mandatory, you must attend one of the two meetings below)

PRE-BID CONFERENCE, if applicable, on N/A, 2019
Pre-Bid Location: N/A

2nd PRE-BID CONFERENCE, if applicable, on N/A, 2019
Pre-Bid Location: N/A

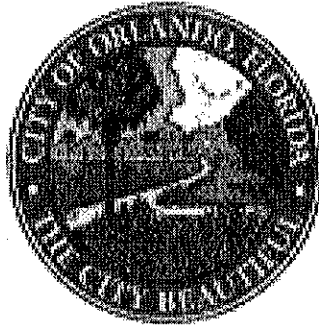
DEADLINE FOR QUESTIONS September 3rd, 2019, 5:00 p.m., Local Time,
City of Orlando, FL

DIRECT ALL QUESTIONS & INQUIRIES TO: Varun Desai, Purchasing Agent II
Phone: (407) 246-3874
Email: varun.desai@cityoforlando.net
City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

IFB DUE DATE: September 13th, 2019

IFB DUE TIME: 2:00 p.m., Local Time, City of Orlando, FL

**ONLY ELECTRONIC RESPONSES WILL BE ACCEPTED FOR THIS
SOLICITATION - ALL OTHER RESPONSES SHALL BE CONSIDERED
NON-RESPONSIVE**



The City of Orlando Procurement and Contracts Division has implemented an electronic bidding system to streamline solicitation responses.

To be responsive, bids for this solicitation must be submitted electronically. Paper responses will be deemed non-responsive.

Parking is available in the City Commons garage at the southwest corner of Boone Avenue and South Street. The City will not validate parking.

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SECTION I – GENERAL INFORMATION

1. SOLICITATION INFORMATION:

The City's Procurement and Contracts Division is the official source to obtain information relating to City of Orlando procurements. It is incumbent on the Bidder to obtain current bid and award information prior to and after the scheduled opening date of a solicitation. Information is updated as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a solicitation. You may obtain award and other solicitation information in a variety of ways, such as:

- a) Bid documents are available for download from the VendorLink website:

You may access solicitation information by visiting the City's VendorLink website by copying the following link in your web browser:
vendorlink.cityoforlando.net

- b) You may also contact the Procurement and Contracts Division at (407) 246-2291 or visit us during normal business hours, to obtain award information and other documents at:

City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

Please remember, email notification is provided as a courtesy to our Bidders, but it is the Bidder's responsibility to check with the City of Orlando's website at:
vendorlink.cityoforlando.net for current bid and other procurement information.

We appreciate your interest in doing business with the City of Orlando.

2. SCHEDULE:

The Cover page of this solicitation contains the scheduled calendar of events with important dates and times for this Solicitation. Dates and times are subject to change by the City's Chief Procurement Officer (CPO) or designee, at their sole discretion. If the Procurement and Contracts Division determines that it is necessary to change these dates or times prior to the Bid due date, the change will be announced via an addendum.

3. PRE-BID CONFERENCE:

The purpose of a Pre-Bid Conference is to review and discuss the solicitation (and any addenda) as published. A representative from the Procurement and Contracts Division and a technical representative from the using department will be present to discuss the solicitation.

Non-Mandatory Pre-Bid Conference:

If a non-Mandatory Pre-Bid Conference is held, see the Cover Page of this solicitation for the location, date, and time.

Mandatory Pre-Bid Conference:

If a Mandatory Pre-Bid Conference is held, in order to be considered present for a Mandatory Pre-Bid Conference, a Bidder must have at least one (1) representative present and signed in on the Pre-Bid Sign-In Sheet. See the Cover Page of this solicitation for the location, date, and time.

SECTION II – SCOPE OF WORK**1. BRIEF DESCRIPTION**

The City of Orlando is requesting bid responses from qualified Bidders to provide Electric Motor and Pump Repair to various City Divisions such as Water Reclamation Division on as needed basis in a reliable and timely manner.

SECTION III - BID SUBMITTALS

1. Bidders are solely responsible for ensuring that their submittals are complete, uploaded and submitted in the VendorLink system by the bid due date and time. The City shall not be responsible for any submission delays or failures caused by any occurrence.

Bidders are expected to examine this solicitation, specifications, associated drawings, if any, and all instructions. Failure to do so will be at the Bidder's risk.

Each Bidder shall furnish the information required on each bid submittal form and each accompanying sheet thereof on which an entry is made.

The following items must be completed and uploaded as part of your electronic bid submittal. **Failure to complete and return required forms may result in your bid being deemed non-responsive and not considered for award.**

- a. Bid Pricing - All prices shall be entered online. For instructions on submitting Electronic Bid Pricing (which is required by this solicitation), See Exhibit 4.
- b. Attachment A - Bidder's Questionnaire. This form must be downloaded, completed, and uploaded as a part of the bid package.
- c. Attachment B - Bidder's Certification Form. This form must be downloaded, completed, signed, scanned, and uploaded as a part of the bid package.
- d. Attachment C - Contract and Acceptance Form. This form must be downloaded, completed, signed, scanned, and uploaded as a part of the bid package.
- e. Attachment D - Minority/Women-Owned Business Enterprise Participation Form. This form must be downloaded, completed, and uploaded as a part of the bid package.
- f. Attachment E - Veteran Business Enterprise Participation Form. This form must be downloaded, completed, and uploaded as a part of the bid package.
- g. Attachment F - Conflict of Interest Disclosure Form. This form must be downloaded, completed, and uploaded as a part of the bid package.
- h. Attachment G - Confidential and/or Proprietary Information Exemption Form. This form must be downloaded, completed, and uploaded as a part of the bid package.
- i. Attachment H - Addendum Receipt Verification Form. If an Addendum(s) is issued, this form must be downloaded, completed, signed, scanned, and uploaded as a part of the bid package.
- j. Attachment I- Maximum Design Load Test Capability

j. Copy of Bidder's current W-9 is to be signed and uploaded as a part of the bid package.

k. Bid Security. If applicable.

SCOPE OF WORK

Please see Exhibit 1 (uploaded as a separate document)

EXHIBIT 1
SCOPE OF WORK

**SPECIFICATION FOR
ELECTRIC MOTOR AND PUMP REPAIR**

I. GENERAL**1.01 SCOPE OF WORK**

The Bidder shall provide to the City, when requested, electric motor and pump repair in a reliable and timely manner as specified herein.

The City reserves the right to have any electric motors and pumps hereinafter referred to as "equipment" repaired elsewhere. This action will not waive or void any of the terms and conditions contained in the contract.

1.02 ESTIMATES

- A. The Bidder shall inspect and evaluate each piece of equipment as required (to include disassembly), to determine if the unit can be economically repaired. The Bidder shall provide the City a written cost estimate, including a picture of the equipment via email to the appropriate staff within Twenty (24) hours (excluding weekends and holidays) The equipment may be: 1) pickup by the Bidder, 2) Delivered to the Bidder's facility by the City or 3) evaluated at the City's facility by the Bidder. Upon receipt of an estimate, City shall make the decision and notify Bidder whether to proceed with repairs. If the City decides not to proceed with repairs, the Bidder upon request by the City shall either return equipment to the City's facility within (48) hours or dispose of equipment.
- B. All cost overruns from the original repair estimate given by the Bidder to the City shall be absorbed by the Bidder unless waived by the City.

1.03 PICKUP AND DELIVERY

- A. The Bidder shall provide free pickup and delivery of all equipment to be repaired at the Bidder's facility. If the equipment is unable to be transported to the Bidder's facility, repairs shall be performed at a specified City facility.
- B. The Bidder shall pickup equipment for repair within twenty-four (24) hours from receiving verbal notification by the City, excluding after normal/business hours, weekends and holidays. Under emergency conditions (as designated by the City) the Bidder shall respond within two (2) hours from receiving verbal notification by the City.
- C. The City shall be responsible for the removal and replacement of equipment, when feasible, for the initial repair and for a second time, if rework is required due to faulty repair by the Bidder.

D. All costs incurred by the City for the third and subsequent rework cycles shall be charged to the Bidder.

E. If the Bidder is found to repeatedly require rework of previously repaired equipment, the Contract is subject to termination by the City.

1.04 SCHEDULE:

A. The Bidder shall commence repairs on equipment within twenty-four (24) hours from pickup by the Bidder or delivered to the Bidder's facility by the City. This time frame applies to all equipment repair other than repair designated by the City as emergency repair, which shall commence upon receipt.

B. Routine repairs (as designated by the City) to equipment shall be completed within five (5) working days from pickup by the Bidder or delivery to the Bidder's facility by the City. All the emergency repairs shall be completed within forty-eight (48) hours. The contract is subject to termination if repairs are not completed within the time frame specified. The termination provision specified herein shall be applied on a case-by-case basis.

C. Emergency repairs (as designated by the City) to: 1) electric motors less than 100 H.P. shall be completed within twenty-four (24) hours from pickup by the Bidder or delivery to the Bidder's facility by the City, and 2) electric motors greater than 100 H.P. shall be completed within forty-eight (48) hours from pickup by the Bidder or arrival to the specified City facility.

D. The days listed below are considered City official holidays:

- i) New Year's Day
- ii) Memorial Day
- iii) Independence Day
- iv) Labor Day
- vi) Day after Thanksgiving Day
- v) Christmas Day

1.05 EMERGENCY REPAIR:

A. The Bidder shall provide emergency repair either in the field or at the Bidder's facility on a twenty-four (24) hours a day, seven (7) days a week, including holidays, when requested by the City.

B. The Bidder shall respond to the City's request for emergency repair within two (2) hours from notification by the City.

PART 2 ELECTRIC MOTORS**2.01 GENERAL:**

- A. All work, materials, and work methods shall conform with the latest *National Electrical Manufacturers Association (NEMA)* Standards.
- B. All work and materials shall be NEMA approved Class F or higher unless otherwise requested.
- C. The Bidder shall repair all electric motors in accordance with the manufacturers technical data (including tolerances, calibrations and specifications) and industry standards.
- D. The Bidder at the City request will be providing a quote, if additional nonstandard equipment is necessary (such as crane, GOAA Permit, additional trucks) to remove and install motor and or pumps and if accepted the cost of work would be included in the repair. We need GOAA Permit because if the "lift" requires more than a small truck crane and is in certain areas near the Orlando International Airport, a GOAA permit is required. These are extremely hard to get. That is why it is put on the vendor and as a separate quote item. Most of the time, the vendor while outsource the lift to a crane company that has a relationship (and standing Permit) with OIA (GOAA).

2.02 GENERAL PROCEDURE:**A. Initial Inspection**

- 1. Upon receipt of a motor, and if winding failure is not evident, the insulation resistance shall be read. The insulation resistance of the stator shall be read using a megger. If the insulation resistance reading permits, the motor shall be run on full rated voltage. Minimum acceptable insulation resistance readings are one (1) megaohm per 1000 volts of rated voltage, but never less than one (1) megaohm.
- 2. While the motor is running, a visual examination shall be made for hot or noisy bearings and excessive vibration or other unusual conditions. After the motor has been disassembled, the rotor shall be tested for open circuits. In the event the stator winding has failed, the rotor shall be tested on a "growler".
- 3. Micrometer measurements shall be taken on mechanical parts to ensure proper fit.
- 4. Test rotor for shorted lamination using a core test device. If the old stator windings have not failed, a surge comparison test and a DC high potential test is required to test for: turn to turn for shorts, coil to coil for shorts, phase

to phase for shorts, phase to ground for insulation resistance and dielectrically strength of windings, etc.

5. All the above information shall be recorded on a shop record and retained in a permanent file. This record shall include a description of failure and the probable cause of failure. A copy will be provided to the City upon request along with the invoice.

B. Squirrel Cage Rotors

1. The rotor shall be visually inspected, tested for open bars, steam cleaned and baked.
2. All rotors shall be balanced below two (2) mils of vibration.

C. Slip Ring Rotor (Wound Rotors)

1. The same procedure as used on a squirrel cage rotor shall be followed. In addition, the open circuit voltage between rings shall be read and recorded.
2. A surge comparison and a DC high potential test shall be performed to determine the conditions of the rotating windings.

D. Rotating Fields

The same procedure as used on a squirrel cage rotor shall be followed. In addition, the fields shall receive an AC and a DC drop-check test and the readings recorded. Drop-check voltage readings will be recorded for each coil and the coils will be numbered. A surge comparison and DC high potential test may be used to determine the condition of the rotating field.

E. Bearings

Ball and roller bearings shall always be replaced with equivalent or superior bearings unless otherwise specified by the City. Sleeve bearings shall have babbits refurbished to original manufacturer's specification.

F. Shafts and End Bells

All bearing surfaces shall meet designed sizes. When out of limits, shafts will be metalized, and end bells bushed metalized to designed size. All grills shall be unbroken and secure in the frame.

G. Miscellaneous

1. All defective items such as feet, lift rings, fans, fan covers, etc., shall be repaired and put in a first-class condition.
2. If grease type bearings are being reused, they shall be flushed thoroughly before installation and greased.
3. Provide a written detailed description (make/manufacture) of the type bearing(s) utilized for each repair.
4. All O-Rings exposed through dismantling of equipment shall be replaced with new O-rings. Use of silicone or similar type caulking is not acceptable.

2.03 WINDING INSTRUCTIONS:A. Winding Removal and Core Preparation

1. Old windings shall be removed by using either a "Vapor-Phase" solvent system or a controlled temperature burn-out oven. In either case, the method used must allow removal of the winding without the use of any excessive heat, which might warp the stator frame.
2. Upon removal of the winding and insulation, the core shall be tested for shorts in laminations (core test) and inspected for cleanliness and absence of burrs, sharp edges, and damaged iron.
3. In the event the slots are not clean, the iron shall be sandblasted. Any damaged core iron shall be removed or individually treated to return the core to its original laminated condition. The iron and frame shall be in a first-class condition before the rewinding procedure begins.

B. Winding Materials

1. All materials used in rewinding shall be guaranteed to be capable of a specified minimum temperature class. Data of the original material fabricator shall be available to substantiate the temperature class of each material used.
2. All materials shall be specified by temperature class. All insulation systems shall be specified by hot spot or limiting temperature. The type of materials shall be to the Class specified on the nameplate unless specified otherwise by the City. Without exception, the magnet wire in any equipment subject to heavy load and starting surges shall have a dacron glass outer covering.

C. Winding Procedure1. General

Coils shall be machine wound, with all wires individually tensioned to obtain uniformity and freedom from "crossovers". Proper form shapes shall be used to give adequate end room clearance and prevent "burled" coils. All connections, jumpers and leads shall be laced down in a neat, secure manner with adequate clearance from the end bells.

2. Random Wound Stators

"U" shape wedges shall be used. In the event the coils are loose after the "U" wedge are installed, additional material shall be driven either in the bottom of the slot, between the top and bottom coils, or under the wedge to render the coils firm and tight. In some cases, it may be necessary to apply fillers in all three locations.

3. Random Wound Rotors

Maximum attention shall be given to installing the winding in a secure manner. The winding shall not be twisted or skewed while banding.

4. Form Wound Stators

The coils shall be spread properly so that the "side angles" are parallel to the slots and do not cause any "cutting in" due to non-parallelism. The coils shall have a secure and firm fit in the slots. All coils shall be securely tied to all surge and end rings.

All group jumpers, connections and leads shall be securely laced. All wedges shall be fabricated to a "drive" fit and the proper amount of filler shall be installed with the coils to prevent any "up and down" movements.

5. Rotating Fields

The bottom collar shall be ground to the shape of the pole piece and spider rim. All amortisseur windings shall be sandblasted and visually examined for any evidence of cracking, mechanical damage or open connections. Any spots in the amortisseur winding found bad will be brazed before the winding is started. No phosphor bronze solder or brazing rod will be used on electrical connections. During final assembly, the mechanical joints shall be inspected for proper alignment and tightness. All electrical joints between coils shall be brazed, taped, and epoxy coated.

D. Completed Winding Varnishing

The varnish shall be of the semi-rigid, high build type, capable of 155 degrees Celsius (Class F) operation or 180 degrees Celsius (Class H) operation as appropriate. A minimum three (3) dips and bakes shall be scheduled to ensure a good coating. The baking shall be done in a temperature controlled, forced ventilation oven to give the

best and most uniform care. A rapid process system may be used prior approval from the City.

The City may elect to order a Vacuum Pressure Impregnated (VPI) sealing process versus the varnishing process specified herein. If the Bidder does not have the capability to perform VPI work at their facility, the City has the option to:

1. Arrange for motor repairs under a separate order.
2. Allow the Bidder to utilize a subBidder with this capability upon approval of the City.

E. Reassembly

All finished machine surfaces shall be cleaned of all varnish and foreign materials. The bore of the stator laminations and the periphery of the rotor laminations shall be cleaned of all varnish and foreign materials. All rings shall be turned and polished as necessary or specified. All brush holders will be cleaned of corrosion and foreign material.

F. Final Testing

1. The insulation resistance shall be measured again with a megger.
2. The motor shall receive an AC high potential test as follows:
 - a) New windings - twice rated voltage, plus 1000 volts.
 - b) Old windings - rated voltage plus 25% unless specified differently.
3. A surge comparison tester shall be used to test the windings for reverse coil, shorted turns, reverse phase, open circuit, short between phases, ground fault, etc. In addition, drop-check and insulation test shall be performed and recorded. Copies of these final test results shall be provided to the City along with the invoice.
4. The motor shall be run on rated voltage and the following items observed and recorded:
 - a) No load current for each phase.
 - b) Excessive noise and/or endplay.
 - c) Bearing noise.
 - d) Vibration.
 - e) Excessive bearing temperature.
 - f) No load speeds.

G. Painting and Finishing

The equipment shall be hand cleaned, removing all old paint and foreign materials, and painted. Exposed finished parts, such as shafts, shall be treated to prevent corrosion.

Any design changes, such as horsepower re-rating, speed, etc., shall be shown as new nameplate data. Nameplates, which are missing or are not legible, shall be replaced with a new nameplate giving as much information as is possible, in accordance with UL Certification.

2.04 SERVICE REQUIREMENTS (ELECTRIC MOTORS):

- A. Disassemble motor and clean all components.
- B. Inspect electric motors for hot spots, core lamination loss, and assessment of the core's condition to determine if repair of the electric motor is needed.
- C. Core test stator for shorted lamination before rewinding. The City shall require both a Core Loss Test and a Core Test.
- D. Overhaul the components, rewind, repair, and/or replace any assemblies including:
 - 1. Rotor and Stator
 - 2. Shaft and Collector Rings
 - 3. Bearings, Original Equipment Manufacturer (OEM) or better
- E. Surge test as specified in Part II of this Specification.
- F. Dynamically balance the rotating assemblies below two (2) mils of vibration.
- G. Paint all external surfaces to match existing color, unless otherwise specified by the City.
- H. Test overhauled motors under maximum design load conditions when feasible to assure satisfactory operation. The Bidder shall specify in Attachment "A" to this solicitation, which electric motors can be tested under maximum design load conditions at their facility or which subBidders will be utilized.

2.05 EXPLOSION PROOF MOTORS:

All explosion proof motors shall be repaired only by facilities which are U.L. approved to perform these types of repairs.

If the Bidder's facility is not U.L. approved to perform repair of explosion proof motors, the City will have the option to:

- (1) Arrange for the repairs under a separate order.
- (2) Allow the Bidder to utilize a explosion proof motor U.L. approved subBidder, upon approval by the City.

PART 3 PUMPS**3.01 GENERAL:**

- A. The Bidder shall repair pumps in accordance with the manufacturers technical data (including tolerances, calibrations and specifications) and industry standards.
- B. All replacement parts or materials shall meet or exceed the manufacturers specifications and, when possible, shall be OEM parts and materials, unless specified otherwise by the City.
- C. All work, materials, and work methods shall conform with the latest NEMA Standards.
- D. Insulation shall be to the insulation standards of the nameplate, unless specified otherwise by the City.
- E. All O-Rings exposed through dismantling of equipment shall be replaced with new O-rings. Use of silicon or similar type caulking is not acceptable.

3.02 SERVICE REQUIREMENTS (ELECTRIC PUMP):

- A. Disassemble and clean all components.
- B. Overhaul the components repairing and replacing defective assemblies or parts as required.
- C. Dynamic balance below two (2) mils of vibration.
- D. Machining as required.
- E. Test overhauled pumps under maximum design load conditions when feasible to assure satisfactory operation. The Bidder shall specify in Attachment "I" to this solicitation, which electric pumps can be tested under maximum design load conditions at their facility or which sub bidders will be utilized.
- F. Paint all external surfaces to match existing color or the color specified by the City.
- G. Field disconnection and reconnection as required for repairs and inspection, to include mechanical and electrical, when Bidder performs work at City facilities.
- H. Generator engines and drive units are not included in the scope of this Contract.

END OF SECTION

SPECIAL CONDITION CLAUSES

Please see Exhibit 2 (uploaded as a separate document)

EXHIBIT 2**SPECIAL CONDITION CLAUSES****1. CONTRACT TERM:**

It is the intent of the City to award a Contract for an initial three (3) years term to begin upon approval and execution by the City. The Contract may, by mutual assent of the parties, be renewed for two (2) One (1) year renewals upto a cumulative total of 60 months.

2. AVAILABILITY OF PARTS/SERVICE FACILITIES

The City of Orlando reserves the right to consider the availability of parts and service facilities for the equipment offered. The failure of the Bidder to maintain a sufficient line of parts to service the equipment may be cause for rejection of the bid.

3. REPORTING:

The Bidder shall report sales and usage data to the City on an annual basis in MS Excel spreadsheet format. The following data at a minimum should be reported for each item included on the Price Form that is procured during the reporting period:

- Contract name and number
- Bidder's name
- Reporting period
- Department/Division/Location name
- Order date
- Item description
- Unit of measure
- Quantity
- Unit price
- Extended price
- Total purchase amount for the quarter

Submission of requested Reports is the responsibility of the Bidder, without prompting or notification by the City. The Bidder will submit by email the completed reports to the Purchasing Agent identified in the Contract. The City shall work with the Bidder to develop the approved electronic format and content of the Contract Sales Reports to be used by the Bidder.

Failure to provide reports may be grounds for default and /or cancellation of the Contract.

4. INSURANCE REQUIREMENTS

For this Bid, the following types of insurance that are checked are required. For details, please refer to Section 44 of the Standard Terms & Conditions.

✓	Workers Compensation and Employer's Liability
✓	Comprehensive Automobile Liability
✓	Commercial General Liability

☐	Commercial Crime
☐	Installation Floater
☐	Errors and Omissions Policy
☐	Privacy and Network Security Coverage
☐	Garage Keepers Liability

EXHIBIT 3
STANDARD TERMS AND CONDITIONS

1. COMMUNICATIONS; QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:

- a) All communication and contact regarding this solicitation shall be directed to the Purchasing Agent referenced on the cover page of this solicitation.
- b) To protect the integrity of the solicitation process and ensure fair consideration of all respondents, a prohibited communication period is hereby established commencing as of the time of the issuance of this solicitation and terminating upon execution of a contract (or, if the solicitation is cancelled, upon cancellation of the solicitation).

Except for communication with the City's designated point of contact set forth in this solicitation or as otherwise authorized by the City's Chief Procurement Officer, during the prohibited communication period, the City prohibits communication regarding the solicitation by a Bidder or potential Bidder (or on a Bidder or potential Bidder's behalf) to or with any officer, elected official (including the Mayor and City Council), department, division, office, or employee of the City, or any other person or entity providing advice to the City related to this solicitation.

During the prohibited communication period, all contacts and communications regarding the solicitation by a Bidder, or potential Bidder, including their agents, representatives and others on their behalf, shall be directed to the City's Procurement and Contract Services Division in the manner provided below in this solicitation, unless otherwise authorized by the City's Chief Procurement Officer.

Prohibited contact or communications during the prohibited communication period may result in disqualification from the solicitation process, rejection of the solicitation, or termination of any resulting contract as determined by the Chief Procurement Officer. In addition, prohibited contact or communications may also be grounds for suspension and debarment of a Bidder or potential Bidder under the City's Procurement Code.

- c) Any questions by a Bidder relative to the interpretation of specifications or the bid process shall be addressed in writing as indicated below. In order to be answered prior to the submittal deadline, questions must be received by the Procurement and Contracts Division ten (10) days prior to the date set for the receipt of bids. Any interpretation made to prospective Bidders with respect to questions submitted prior to the cut-off date for questions to be answered prior to the submittal deadline will be expressed in the form of an Addendum to the specifications which, if issued, will be conveyed to all prospective Bidders no later than five (5) days before the date set for receipt of bids. Oral answers and written answers not answered in an Addendum issued by the Procurements and Contracts Division will not be binding.
- d) Bid openings shall be public, on the date and at the time specified on the bid form, with the total bid amount being read aloud. It is the Bidders responsibility to assure that their

bid has been entered online no later than the due date and time of the bid opening. The Bidder's name and verification of bond submittal, if applicable, will be publically announced aloud at the Bid opening.

2. BIDDER QUALIFICATION:

Bids will be considered from Bidders who have adequate personnel and equipment and who are so situated as to perform prompt service or provide required goods. The City reserves the right to request information or conduct an inspection of the Bidder's facility and equipment prior to the award of the contract.

Bids will be considered only from Bidders which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a contract under the terms and conditions herein stated.

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

3. ALTERATIONS/CHANGES TO BID PRICE FORM(S):

Bidder shall not change or otherwise alter the quantity or unit designations on the Bid Price Form(s). The unit price bid and total extensions must correspond to these designations. Each line item will be extended as indicated (quantity x unit price). The unit price shall prevail.

4. ADDENDA:

It is the Bidder's responsibility to contact the Procurement and Contracts Division prior to submitting a Bid to ascertain if any Addenda have been issued, to obtain all such Addenda, and return executed Addenda with the Bid. If you have downloaded this Bid from VendorLink, please ensure that you also download all such Addenda. The failure of a Bidder to submit acknowledgment of any Addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the Bid.

5. UNBALANCED BIDS:

As determined by the City's Chief Procurement Officer in the CPO's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the Chief Procurement Officer's opinion, the prices are, or appear to be, excessively unbalanced.

6. **WITHDRAWAL OF BIDS:**

After bid opening, no changes in bid prices or other provisions shall be permitted. Bidders may withdraw or correct a bid prior to the stipulated date and time for the opening of bids.

7. **SELECTION/REJECTION OF OPTIONS:**

The City of Orlando reserves the right to select/reject options which are bid, based on price and other considerations as deemed to be in the best interests of the City.

8. **IRREVOCABLE OFFER:**

The submission of a bid shall constitute an irrevocable offer to the City by the Bidder for a period of ninety (90) days from the date of bid opening to provide the goods and services set forth in this solicitation upon the terms, conditions, and provisions of this solicitation, at the pricing set forth in the bid.

9. **QUANTITIES**

The quantities for the items listed in this solicitation are estimated annual quantities for bid evaluation purposes only and should not be construed as representing actual quantities to be purchased. Moreover, it is understood by all Bidders that the City is not obligated to purchase any minimum or maximum amount during the life of a contract resulting from this solicitation.

10. **BIDDER'S CERTIFICATION FORM:**

Each Bidder shall complete the "Bidder's Certification Form" included with this Invitation for Bids. The form should be acknowledged before a Notary Public with notary seal affixed on the document. The failure of a Bidder to include this document with their bid submittal will be cause for rejection of the bid.

11. **SUBMITTAL OF BIDS:**

Bids shall be submitted utilizing the bid form(s) provided herein. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount provided by a Bidder for any item are not in agreement, the unit price alone shall be considered as representing the Bidder's intention, and the totals shall be corrected to conform thereto.

12. **INSPECTION, ACCEPTANCE, AND TITLE:**

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Bidder.

13. EXCEPTIONS TO TERMS AND CONDITIONS:

When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's bid document(s). Inclusion of additional terms and conditions, such as those which may be on your company's standard forms, may result in your bid being declared non-responsive.

14. SPECIFICATIONS:

- a) The specifications shown in the Invitation for Bids are intended to represent items of a quality level known to meet City's requirements. While the City endeavors to promulgate written specifications that are accurate and nonrestrictive for bidding purposes, they may also reference an item by manufacturer's name and model number. Bidders are cautioned that in the event of a discrepancy therein, such difference must be timely questioned in writing. Any written question must be received by the Procurement and Contracts Division at the address on the cover of this solicitation no later than ten (10) days prior to the bid opening.
- b) If any proprietary, trade, brand, or manufacturers' name or part number is used herein in describing the required equipment or materials, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude equipment or goods that equals or exceeds the functional capability and quality of the named equipment. The City, in its sole discretion, shall determine whether equipment or goods are equivalent in capability and quality.
- c) In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the Bidder. The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered provided each Bidder clearly states in his bid or proposal exactly what he proposes to furnish and forwards with his bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by his bid. The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the Bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, the successful contractor after award and before manufacturer or shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.
- d) Bidders are strongly encouraged to submit equivalent equipment or materials for consideration during the question and answer period. If equivalent equipment or materials is proposed, indicate the manufacturer's name and model number for the

equipment and include any literature or other explanation of the equipment's quality or performance with your bid.

- e) The equipment bid herein shall be new and shall be of the current production model. If applicable, detailed equipment specifications for make and model offered shall be provided with bid.
- f) Bidders may be required, at no expense or liability to the City, to make available for test/demonstration, equipment equal in all aspects to the equipment bid, and/or equal equipment that may be seen under operating conditions in the Central Florida area.

15. SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

16. PRICES AND TERMS:

All prices must be firm for the delivery schedule quoted herein. All prices shall be bid F.O.B. Destination delivered to any City of Orlando Department unless otherwise stipulated in the IFB.

17. TAXES:

The City of Orlando does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8015427957C-9 and is also stipulated on all our Purchase Orders.

18. POLITICAL SUBDIVISIONS:

Under Florida Law, prices contained in State Contracts shall be available to the City of Orlando, who might wish to purchase under a State Purchase Contract. The City of Orlando therefore reserves the right to purchase any commodities from a State Purchase Contract if in the best interest of the City.

19. MISTAKES:

Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk.

20. SAFETY STANDARDS:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

21. MARKING:

Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the Bidder and must also clearly indicate the City of Orlando Purchase Order Number.

22. INVOICING AND PAYMENT:

The Contractor shall be paid in accordance with Florida Statutes, upon submission of invoices to: AP_Invoices@cityoforlando.net or PO Box 4990, Orlando, FL 32802-4990. Invoices are to be billed at the prices stipulated on the purchase order and/or as outlined in this solicitation. All invoices must show the Purchase Order Number and/or City Contract Number.

23. DISCOUNTS:

Bidders may offer a discount for prompt payment; however, such discounts shall not be considered in determining the lowest net price for bid evaluation purposes. Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

Bidder is requested to offer price discount for prompt invoice payment. It is the policy of the City of Orlando to make payments of invoices in time to earn any offered discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Accounts Payable Office, whichever is later.

24. PROMPT PAYMENT ACT:

Payment by the City shall be made in accordance with Sections 218.70, et seq. Florida Statutes, Local Government Prompt Payment Act.

1. Proper Invoice

For purposes of billing submission and payment procedures, a "proper invoice" by a Contractor or other invoicing party shall consist of at least all of the following:

- a. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);

- b. the unit pricing, quantity and total amount due in accordance with the contract terms and conditions and applicable discount(s);
- c. the full name of the Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- d. the Purchase Order or contract number as supplied by the City; and
- e. an identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the Contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

2. Dispute Resolution

In the event a dispute occurs between a Contractor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the City's Chief Procurement Officer shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

25. INSPECTION OF PUBLIC RECORDS:

Bidders may request copies of the solicitation records in person or by written request to the City Records and Archive Management Services located at 400 South Orange Avenue, 2nd Floor, Orlando, Florida, 32801 or by calling (407) 246-2148. You may also email your request to records@cityoforlando.net. Pursuant to Florida State Statute Chapter 119.07, sealed bids are exempt from public inspection until such time as the City provides Notice of Intended Action or until thirty (30) days after bid opening, whichever is earlier.

26. IRREGULAR BIDS:

Submissions made on documents other than the ones furnished by the Procurement and Contracts Division may not be considered. Changes in phraseology, additions, or limiting provisions made on the Invitation for Bids may render the bid irregular and may cause rejection. The City's Chief Procurement Officer, however has the authority to waive minor irregularities.

27. CONTINGENT FEES:

The Bidder warrants that no City official or employee was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

28. EVALUATION OF BID AWARD:

The City reserves the right to award the bid to the responsive and responsible Bidder who submits the lowest bid meeting specifications. For purposes of this solicitation, the determination of the responsive and responsible Bidder submitting the lowest bid shall be made after the application of all applicable programs and preferences established by the City, including but not limited to the City's MBE/WBE program and VBE preference. In determining whether a Bidder is responsible, the City reserves the right to consider matters such as, but not be limited to, quality offered, delivery terms, and service reputation of the Bidder.

29. AWARD OR REJECTION OF BIDS:

The City's Chief Procurement Officer reserves the right to accept any, all or part of any bids, to waive minor irregularities, or to reject any, all or part of any bids, and to advertise for new bids, as the interest of the City may require. The City's Chief Procurement Officer also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Bidder who investigation shows is not in a position to perform the contract. In determining responsibility, the following other qualifications, in addition to price, may be considered by the City's Chief Procurement Officer:

- a. The ability, capacity, and skill of the Bidder to perform the service required.
- b. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.

- f. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
- g. The quality, availability, and adaptability of the supplies, or services, to the particular use required.
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
- i. Whether the Bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the Bidder's taxes or assessments are delinquent.
- j. Such other information as may be relevant or secured.

30. **AWARDS:**

As the best interest of the City of Orlando may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any all bids or waive any informality or technicality in bids received.

31. **MULTIPLE AWARDS:**

The City reserves the right in its sole discretion after evaluation of all responsive bids, to award the work described herein to more than one responsive and responsible Bidder. In such cases where an award is made to more than one responsive and responsible Bidder, the City shall apportion the work among the various primary, secondary and alternate providers in such manner and at such time as it deems appropriate under the circumstances in its sole discretion and no minimum amount or proportion of work is guaranteed to any single provider or class of providers irrespective of such provider's designation as primary, secondary or alternate.

32. **PRICING AND ORDERING:**

The awarded Bidder shall honor all orders in accordance with the terms and conditions of the solicitation and their pricing and discounts terms as listed in their bid submittal. Unless otherwise specified, the awarded Bidder shall stock sufficient quantities of supplies to meet the requirements of the City on an "as-needed" basis within seventy-two (72) hours after being notified of such requirements by the City.

33. **RETURN OF PRODUCTS/EQUIPMENT:**

All items delivered must meet the Specifications herein. Items delivered not as specified will be returned at no expense by the City of Orlando. The City may return, for full credit, any unused items received which fail to meet the City's performance standards. Replacement items meeting Specifications must be submitted within a reasonable time

after rejection of the non-conforming items. Unless a different time period is specified, the Contractor is to accept for full credit, any merchandise returned by the City within ninety (90) days from the delivery or pick up date. All merchandise to be acceptable for full credit is to be returned in a condition to allow for resale by the contractor and include reference to an applicable Contractor Invoice or Packing List. Full credit is to include all costs paid by the City related to the subject merchandise as determined by the appropriate Contractor Invoice or Packing List.

34. FAMILIARITY WITH SITE WORK AND CONDITIONS:

The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the Bidder's. Submission of a bid shall constitute acknowledgment by the Bidder that it is familiar with all such conditions. The failure or neglect of a Bidder to familiarize itself with the site of the proposed work, shall in no way relieve it from any obligations with respect to its bid.

35. RIGHT TO AUDIT RECORDS:

The City shall be entitled to audit the books and records of a Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

36. ASSIGNMENT:

The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the contract or under any purchase order issued pursuant to the contract, without the prior written consent of the City. The Contractor shall give full attention to the contract, to the faithful execution of the contract, and shall keep the same under its control.

37. FISCAL YEAR FUNDING APPROPRIATION:

a) Specified Period

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City provided funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

38. APPLICABLE LAW AND APPEALS:

This solicitation is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at: https://www.municode.com/library/fl/orlando/codes/code_of_ordinances?nodeId=TITIICICO_CH7PRCO or by contacting the Procurement and Contracts Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code.

39. WARRANTY:

Bidder warrants that all equipment, materials and workmanship, whether furnished by Bidder or its subcontractor(s), will comply with the City's specifications, drawings and other requirements. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation to Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

40. CONTRACT AND ACCEPTANCE FORM:

In order to expedite the contracting process after bid opening and preclude delays occasioned by subsequent contract execution, Bidders are requested to sign the Contract and Acceptance Form included with this solicitation and return the form with their bid. In the event that a successful Bidder fails to properly execute the Contract and Acceptance Form or return said form (or, if necessary, a letter of authorization) with their bid, the City shall notify the Bidder of the City's intent to make an award and the Bidder shall submit such form properly executed (together with a letter of authorization, if necessary, as set forth below) within fifteen (15) calendar days of receipt of notice from the City. Unless such time is extended by the City, the failure of a Bidder to submit a properly executed form (and, where necessary, a letter of authorization) within said time period shall be cause for cancellation of the intended award by the City in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible Bidder or the City's Chief Procurement Officer may decline to

make an award. Successful Bidders who default in properly executing the Contract and Acceptance Form after notification of the City's intent to make an award shall forfeit any bid security to the City and are subject to suspension and/or debarment by the City. Unless otherwise agreed by the City in its sole discretion, the Contract and Acceptance form shall be executed and notarized as follows:

- a) If the Contractor is a corporation, the Contract and Acceptance Form shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).
- b) If Contractor is a Partnership, the Contract and Acceptance Form shall be signed by a general or managing partner.
- c) If the Contractor is a limited liability company, the Contract and Acceptance Form shall be signed by a Manager or Managing Member having authority to bind the company.
- d) If Contractor is a sole proprietorship, the owner shall sign the Contract and Acceptance Form.

If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's authority shall be submitted on the Contractor's stationery stating that the person who signed the form is duly authorized to enter into such contract on behalf of the Contractor. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the City. If you have any questions regarding the execution of the Contract and Acceptance Form, please contact the Procurement and Contracts Division at (407) 246-2291 for further clarification.

If a bid is accepted by the City of Orlando, the Contract and Acceptance Form will be executed by the City with respect to the items awarded and returned to the Contractor evidencing the City's acceptance of the bid. No award shall be final, and no Contractor shall have any entitlement to a contract or award, until such time as the City has executed the Contract and Acceptance Form. Upon execution by both parties, the Contract and Acceptance Form will constitute the formal written contract between the City of Orlando and the Contractor. Any such resulting contract shall be non-exclusive, and the City may procure the goods and services listed in said contract from other sources. Within one (1) week of receipt of the fully executed Contract and Acceptance Form, an awarded Contractor shall provide to the City with any required bonds, indemnities, and insurance certificate(s).

41. ACCEPTANCE OF MATERIALS/SERVICES:

The City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the using Department of its satisfaction that the Work is completed, in accordance with solicitation specifications. The Work under this Agreement shall remain the property of the Contractor until the City accepts such work. In the event the Work furnished under this Agreement is found to be defective or does not conform to the

specifications, the City reserves the right to cancel the Agreement upon written notice to the Contractor.

42. CONTRACT ALTERATIONS:

No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the City's Chief Procurement Officer (CPO) or the CPO's designee.

43. INDEMNIFICATION:

The awarded Bidder agrees to indemnify and hold harmless the City, its elected officials, officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with the contract.

44. INSURANCE:

- a) General Insurance Requirements. Within seven (7) days of receipt of a notification of intended award from the City, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the awarded Bidder has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the contract term. Should a Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate the contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.
- b) Subcontractors. Unless expressly specified otherwise in this solicitation, a Contractor and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of a Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

- c) Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and his subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than 30 days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than 10 days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the Procurement and Contracts Division at the address set forth for delivery of the bid.
- d) Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation, Employers' Liability and any Professional Liability Policy shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its subcontractors. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.
- e) Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.
- f) Types of Coverage to be Provided. Insurance will be provided by the Contractor as may be required by the Special Conditions. If required, the awarded Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.
 - (i) Workers Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-

contractors not eligible for exemption. The liability limits shall not be less than:

Workers' compensation	Statutory
Employer's Liability	\$100,000 each occurrence

- (ii) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage	limit each occurrence

- (iii) Commercial General Liability. This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under its contract with the City, and "Completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the Contractor's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage	limit each occurrence

- (iv) Commercial Crime. Prior to performance as a result of award of this bid solicitation, the Contractor shall secure and maintain Commercial Crime Insurance or the equivalent covering all of Contractor's employees engaged in work as specified herein or having access to City buildings.

The Commercial Crime Policy, with endorsement CR04010300 covering client's property shall provide a minimum coverage of \$300,000 per employee/owner per occurrence and shall remain in effect for the entire contract period and any subsequent renewals. Evidence of required Commercial Crime Insurance shall be submitted to the Procurement and Contracts Division prior to commencing work.

It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine, in advance of their bid submission, the availability and cost of this required insurance and related endorsement.

- (v) Installation Floater. Contractor shall purchase and maintain property insurance for the work at the site, including the value of any City supplied materials and equipment in the amount of the full replacement cost thereof up to the value of the contract. This coverage shall be written on an all risk basis and shall provide coverage for physical loss or damage to the equipment on site, in transit and while temporarily in storage at the site or off site. Coverage shall also be provided for performance testing, and shall be maintained in effect until final payment is made unless otherwise agreed to in writing by the City. This policy shall include the interest of the City who is deemed to have an insurable interest and shall be listed as a named insured.
- (vi) Professional Liability. The Contractor shall also purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of \$1,000,000, with a maximum deductible of \$100,000 per claim and in the annual aggregate, or the Contractor shall provide the City with policy coverage wherein the insurer agrees to pay claims (up to the limits of coverage), and will thereafter recover the deductible from the insured Contractor. The errors and omissions policy shall be in effect and shall insure the Contractor's performance on City projects.
- (vii) Cyber Liability Coverage. To the extent that the Contractor/Supplier provides software, hardware, software or system development, consulting services, Internet/Application Service Provided services (e.g., outsourced functions such as web-hosting), or any other technology service, Technology Errors & Omissions (or technology professional liability coverage) insurance, including coverage for loss or disclosure of electronic data, media and content rights infringement and liability, network security failure and software copyright infringement liability due to the failure of the Contractor's/Supplier's products or services with limits of not less than \$10,000,000 per occurrence.

If the Contractor/Supplier has access to Confidential Information, Privacy and Network Security (sometimes otherwise known as Cyber Liability) coverage which includes providing protection against liability do (a) system attacks, (b) denial or loss of service attacks, (c) spread of malicious software code, (d) unauthorized access and use of computer systems, (e) crisis management and customer notification expenses, (f) privacy regulatory defense and penalties and (g) liability arising from the loss or disclosure of confidential data with coverage limits of not less than \$10,000,000.00 per occurrence.

- (viii) Garage Keepers Liability. Garage Liability Insurance in the amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and

property damage endorsed to include: a. Automobile Service Operations; and b. Garage keepers legal liability.

45. **EQUIPMENT:**

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

46. **LICENSES:**

Unless otherwise extended by the City, the awarded Bidder will be required within fifteen (15) calendar days of award date, to provide any and all local, state, and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the contract.

47. **PUBLIC ENTITY CRIMES:**

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid with a public entity for the construction or repair of a public building or a public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

48. **PAYMENT OF SUBCONTRACTORS (FOR CONSTRUCTION PROJECTS ONLY)**

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with §218.735 (6) et sq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

49. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:**

At the option of the awarded Contractor, the submission of any bid in response to this Invitation for Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

50. TERMINATION FOR CONVENIENCE:

The City's Chief Procurement Officer may terminate any contract resulting from this solicitation for convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all work properly performed or materials provided prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination.

51. TERMINATION FOR DEFAULT:

The performance of Work under the contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of the contract. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the contract, or if the Contractor fails to perform any other provisions of the contract. Notwithstanding the preceding, nothing herein shall be deemed to preclude the Chief Procurement Officer in the CPO's sole discretion on a case by case basis from providing the Contractor with written notice and a reasonable opportunity to cure the default prior to termination.

Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the Chief Procurement Officer or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the Chief Procurement Officer, shall constitute authority for the Chief Procurement Officer to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, or not completed. On all such purchases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the Chief Procurement Officer, for any expense incurred in excess of the contract prices.

Such purchases shall be deducted from contract quantities or work. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Chief Procurement Officer. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Chief Procurement Officer that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor. Nothing herein shall be deemed to preclude the City's exercise of any other rights or the City's pursuit of any other remedies that it may have herein or under law or in equity, including but not limited to any right of the City to terminate the contract for convenience.

52. AMERICANS WITH DISABILITIES ACT:

Notwithstanding any provision of this solicitation to the contrary, persons with disabilities needing a special accommodation to submit a bid or participate in this solicitation should

contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801, telephone number (407) 246-2291, not later than seven (7) days prior to the submittal date for accommodations related to the submittal, or seven (7) days prior to the date on which any other accommodation is needed.

53. PURCHASING CARD PROGRAM:

The City of Orlando uses the VISA Purchasing Card Program to streamline our procurement process. In order to expedite payments to suppliers, The Bank of America VISA Purchasing Card and ePayable solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing and payment system. As one of the City of Orlando's valued suppliers, your business may also achieve cost savings results by accepting the ePayables solution. Identified supplier benefits of this Program may include:

- Reduction of payment time
- Direct electronic deposit to your primary banking account
- Increase in working capital
- Elimination of invoicing
- Reduced collection efforts
- Enhanced corporate relationships
- Reduced billing costs
- Enhanced reporting
- Increased sales as a "Preferred Supplier"

Additionally, you will be able to grow your customer base by accepting purchasing cards from other corporate customers as well as all major credit cards, therefore, The City encourages all Contractors to accept the VISA ePayable solution.

54. EMERGENCY SUPPORT:

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City of Orlando shall be provided goods and services on a first priority basis. It is vital and imperative that the citizens of the City are protected from any emergency situation which threatens public health and safety, as determined by the City. Contractor agrees to provide, rent, sell, or lease all goods and services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services acquired before, during and after a disaster, emergency or hurricane. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

55. SUBCONTRACTORS:

The Contractor shall perform all of its obligations and functions under the contract by means of its own employees, or by a duly qualified subcontractor, which is approved in

advance by the City. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to insure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

56. BID PRICES:

Unless otherwise specified, Bid Prices must include all costs (labor, overhead, materials) and profit to perform the work specified in this Invitation for Bids. Bid prices shall remain firm for the entire contract period unless otherwise specified or changed by an Amendment. At each renewal period, price increases or decreases may be considered, provided they are reasonable and acceptable to the City. Any Amendment must be in writing and signed by both parties.

57. GOVERNING LAW / VENUE

Any contract entered into as a result of this solicitation shall be deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this contract shall be commenced in the State and Federal Courts of Orange County, Florida. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract.

58. FLORIDA PUBLIC RECORDS LAW

To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, RECORDS@CITYOFORLANDO.NET, TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.

59. RECYCLED CONTENT:

In support of the Florida's waste management laws, Bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); the percentage of recycled material contained in the product and the cost and product performance impact of increasing the percentage of recycled content. The City is requesting that Bidders provide detailed information regarding any known or potential recycled material content in the product that may be extracted and recycled after the product has served its intended purpose, on the Bidder's Questionnaire as provided in this solicitation.

If the specifications contained herein require the use of recovered materials, by submitting a bid or response to this solicitation, a respondent agrees and certifies that it will meet such requirement. Upon the conclusion of any contract resulting from this solicitation requiring the use of recovered materials, the Contractor shall submit to the City's project

manager for the work a statement regarding the actual percentage of recovered materials utilized in the completion of the contract.

60. LIVING WAGE POLICY:

Contractor, as well as its subcontractors (first tier only), shall pay to all of their employees providing services pursuant to a contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project.) "Living wage" means compensation for employment of not less than \$10.71 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. The Living Wage rate of \$10.71 per hour applies to solicitations issued by the City after March 1, 2017. The Living Wage rate shall be adjusted every three years thereafter until the Living Wage rate is \$15.00 per hour. The adjustment will be based on the South-urban size B/C index for all Urban Consumers (CPIU), calculated by the United States Department of Commerce. Necessary payroll documentation shall be provided to confirm compliance with this provision or the Contractor shall allow the City to audit (at Contractor's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future City contracts at the sole option of the City. This provision shall apply to all bid and proposal awards for services which involve City expenditures that exceed \$100,000.00 per year.

61. ORDER OF PRECEDENCE:

This solicitation shall be included and incorporated in the purchase order or contract resulting from this solicitation. The purchase order or contract, including any exhibits attached thereto, contains all the terms and conditions agreed upon by the parties. No other contract, oral or otherwise, regarding the subject matter of the contract, shall be deemed to exist or to bind either party hereto. Unless otherwise expressly provided in the purchase order or contract, in the event of any conflict between the terms of the contract or purchase order, the City's solicitation, and the Bidder's response, the order of precedence shall be the contract or purchase order, followed by the solicitation, and then the response to the solicitation.

62. PATENTS AND COPYRIGHTS:

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under the contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

63. TIME OF COMPLETION:

The parties understand and agree that time is of the essence in the performance of the contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at the CPO's discretion, cancel the contract for the convenience of the City. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

64. CORRECTION OF WORK:

The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to the contract whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

65. INFORMATION:

All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to the contract, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents as necessary to perform the Work.

66. SAFETY MEASURES:

The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workmen and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

67. EXTRA WORK:

The City, without invalidating the contract, may order changes in the Work within the general scope of the contract consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written amendment to the contract, and shall be executed under the applicable conditions of the contract. If the Contractor plans to make a claim for an increase in the contract price or an extension in the contract schedule/term, it shall first give the City written notice within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the Contractor to the City, and a written approval secured from the using Department and the City's Chief Procurement Officer, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed. No claim for extra work will be considered valid by the City unless first submitted in writing.

68. TITLE AND RISK OF LOSS:

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

69. FEDERAL, STATE, AND LOCAL RULES / APPROVALS:

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility.

70. MISCELLANEOUS PROVISIONS:

By submitting a bid, the Bidder shall be deemed to have certified that the contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the work covered by the contract and is in all respects fair and without collusion or fraud. Bidder further warrants and certifies that they are authorized to enter into the contract and to execute same on behalf of the Contractor as the act of the said Contractor.

The contract, including any Exhibits thereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind either party thereto. If any section, sentence, clause, phrase, provision, or other portion of the contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the contract. The contract is solely for the benefit of the parties to the contract and no causes of action shall accrue upon or by reason thereof to or for the benefit of any third parties.

The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.

71. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

In accordance with Section 287.135(2) of the Florida Statutes, "[a] company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

1. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
2. One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company:
 - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or
 - b. Is engaged in business operations in Cuba or Syria."

Section 215.473 of the Florida Statutes defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit."

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a

case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

Accordingly, firms responding to this solicitation shall execute and return with their response an executed copy of the attached, Certification Regarding Prohibition Against Contracting With Scrutinized Companies. A contract shall not be awarded to a Respondent who does not submit the certification form at the time of submittal or within seven (7) days of the date the City requests the certification form be submitted, if a Respondent fails to return the form with its response.

72. FAVORED CUSTOMER CLAUSE:

Should the awarded Bidder (also referred to hereinafter as "Contractor"), of a contract resulting from this solicitation sell the same or substantially the same products or services as listed in this solicitation to another Governmental Agency, within the State of Florida, at a lower price than the price listed in this solicitation, the awarded Contractor agrees to extend that same discounted price to the City of Orlando.

73. DRUG FREE WORKPLACE

By submitting a bid in response to this Invitation for Bids, you are certifying that your company is a drug-free workplace in accordance with Florida Statute §287.087.

74. NON-DISCRIMINATION

By submitting a response to this solicitation, a Bidder, for itself, its successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that, 1) in the furnishing of goods or services to the City hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, creed, national origin, age, disability, religion, sex, sexual orientation, gender identity, or marital status; and 2) the Bidder shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this Subsection, the City shall have the right to terminate the Contract, for cause without liability, as described above.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE STANDARD CONDITIONS SHALL HAVE PRECEDENCE.

EXHIBIT 4**ELECTRONIC BID PRICING FORM(S) INSTRUCTIONS**

The City of Orlando Procurement and Contracts Division has implemented an electronic bidding system to streamline solicitation responses.

All responsive Bidders to this solicitation must submit electronic bids. Paper responses will be deemed non-responsive.

BID PRICE INSTRUCTIONS FOR BIDDERS:

1. Once you have logged into your VendorLink account, go to the solicitation on which you want to bid. Then click on "Submit a Quote/Bid."
2. There are two methods to submit your pricing:
 - a) **Method "a"** - Download the Excel Quote/Bid Spreadsheet and upload it after completion.
 - i. Click on the VendorLink.xls link to open a fillable MS Excel spreadsheet.
 - ii. Complete the spreadsheet and save. Directions for completing the spreadsheet can be opened by clicking on the Directions.pdf link.
 - iii. Upload the spreadsheet to VendorLink.
 - iv. Verify that your uploaded pricing is correct and appears on the Quote/Bid Items Requested section.
 - b) **Method "b"** – Manually enter item pricing and other required information on the Quote/Bid Items Requested field(s) in VendorLink.
3. Unit prices for each item bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will prevail.
4. Although the City generally awards bids based on a "lump sum" basis to the responsive and responsible Bidder submitting the lowest total bid, the City may choose to award on a "per group" or "per item" basis. Therefore, Bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages may render such bids non-responsive.

ATTACHMENT A**BIDDER'S QUESTIONNAIRE**

The following questionnaire is to be completed by the Bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. Discount Payment Terms (if any): 0 %, if paid within 30 days after receipt of invoice.

2. Is your company willing to accept the VISA ePayable solution for payment of all invoices?

☒ Yes ☐ No

3. Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award? ☒ Yes ☐ No

4. **CONTACT INFORMATION**

CEC Motor and Utility Services

Name of Company

Paul Rademaker

Name of Contact Individual

1751 12th Street East

Contact Address

Palmetto, FL. 34221

Contact City, State, Zip

941-845-1030

Contact Telephone Number

prademake@cecmotoru.com

Contact Email Address

063058529

DUNS Number (Dun & Bradstreet)

5. **EXPERIENCE:**

A. Years in business: 8

B. Years in business under this name: 8

C. Years performing this type of work: _____

6. **LOCAL SERVICE FACILITY, IF APPLICABLE:**

A. Name of local service center: Same as above

B. Address of local service center: Same as above

C. County local service center is located in: Manatee

D. Contact: Paul Rademaker Telephone number: 941-845-1030

7. SUBCONTRACTORS-for informational purposes only: If the bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

Name	Type of Work	M/WBE City Certified? (Y or N)	VBE Certified? (Y or N)
<u>Padgett Swann</u>	<u>Pumps/Machine Work</u>	<u>N</u>	<u>N</u>
<u>Southeast Pump</u>	<u>Pumps/Seals</u>	<u>N</u>	<u>N</u>
<u>Flanders</u>	<u>VPI Services</u>	<u>N</u>	<u>N</u>

8. RECYCLED CONTENT:

A. List of items supplied containing recycled material and the percentage of recycled material contained in the items: 0 %

B. Is your product packaged/shipped in material containing recycled content? Yes ☐ No ☒

C. Is your product recyclable after it has reached its intended end use? Yes ☐ No ☒

9. REFERENCES:

Please provide references related to the scope of work.

Reference #1:

Name: Orange County Utilities

Address: 4760 Sand Lake Road, Orlando, FL. 32819

Telephone No.: 407-254-7728

Fax No.: _____

Contact: Dan Williams

E-mail: daniel.williams@ocfl.net

Project/Contract Title: Motor and Pump Repair Contract

Project Contract Number: Y17-136-TA

Project/Contract Amount: \$500,000.00/annually

Project/Substantial Completion Date or Percent Complete: 3/5th complete

Reference #2:

Name: Seminole County Utilities

Address: 3605 Dike Road, Winter Park, FL.

Telephone No.: 407-665-2733

Fax No.: _____

Contact: Dan Heacock

E-mail: dheacock@seminolecountyfl.gov

Project/Contract Title: Motor and Pump Repair Contract

Project Contract Number: 15-52 LKD (Piggyback)

Project/Contract Amount: \$250,000.00/annually

Project/Substantial Completion Date or Percent Complete: 4/5th complete

Reference #3:Name: South Seminole North Orange County Wastewater Transmission AuthorityAddress: 410 Lake Howell Road, Maitland, FL. 32751Telephone No.: 407-628-3419

Fax No.: _____

Contact: Ed Gil De RubioE-mail: director@ssnocwta.comProject/Contract Title: Motor and Pump Repair ContractProject Contract Number: 15-52 LKD (Piggyback)Project/Contract Amount: \$75,000.00/annuallyProject/Substantial Completion Date or Percent Complete: 4/5th complete**Reference #4:**Name: City of Daytona BeachAddress: 1 LPGA Blvd., City of Daytona Beach, FL.Telephone No.: 386-671-8810

Fax No.: _____

Contact: Mike RileyE-mail: RileyMichael@CODB.USProject/Contract Title: Motor and Pump Repair ContractProject Contract Number: Y17-136-TA (Piggyback)Project/Contract Amount: \$100,000.00/annuallyProject/Substantial Completion Date or Percent Complete: 3/5th complete**AUTHORIZED SIGNATORIES**

The Bidder represents that the following persons are authorized to sign bids, and/or sign contracts and related documents to which the bidder will be duly bound.

The City will verify all named signatories on Sunbiz.com. If the authorized person is not registered on Sunbiz.com, the bidder should provide with their bid submittal proof of authorization.

<u>Name</u>	<u>Title</u>	<u>Indicate Principal or Authorized Authority</u>
Paul Rademaker	Sales Manager	Authorized Authority
Jim Hough	COO	Principal

ATTACHMENT B**BIDDER'S CERTIFICATION FORM**

I have carefully examined the Invitation for Bids, Instructions to bidders, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bids.

I hereby propose to furnish the goods or services specified in the Invitation for Bids at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid, including all exhibits and attachments completed and submitted with this bid, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the bidder as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

CEC Motor and Utility Services

NAME OF BUSINESS

BY:

SIGNATURE

James Hough C.O.O.

NAME & TITLE, TYPED OR PRINTED

1751 12th Street East

MAILING ADDRESS

Palmetto, FL 34221

CITY, STATE, ZIP CODE

(941) 845-1030

TELEPHONE NUMBER

(941) 845-1049

FAX NUMBER

prademakor@cecmotoru.com

E-MAIL ADDRESS

State of Florida

County of Manatee

Sworn to (or affirmed) and subscribed before me
this 16 day of September, 2019, by

Deborah A Barnard
Signature of Notary

Notary Public, State of Florida

Personally Known

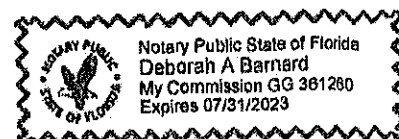
-OR-

Produced Identification

Type:

Company Tax ID #

(The City only requires Company Tax ID numbers. The
City is not requesting individual social security numbers.)



Attachment B - Bidder's Certification Form

ATTACHMENT C**CONTRACT AND ACCEPTANCE FORM**

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

SIGNATURE

James Hough C.O.O.

NAME & TITLE, TYPED OR PRINTED

CEC Motor and Utility Services

NAME OF BUSINESS

1751 12th Street East

MAILING ADDRESS

Palmetto, FL. 34221

CITY, STATE, ZIP CODE

PHONE: (941) 845-1030

FAX: (941) 845-1049

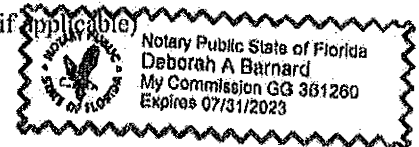
E-MAIL: prademaker@cecmotoru.comState of FloridaCounty of FloridaSworn to (or affirmed) and subscribed before me
this 16 day of September, 2019, by

Signature of Notary
Notary Public, State of FloridaPersonally Known (circle if applicable)

-OR-

Produced Identification : _____

Type of Identification: _____

**FOR USE BY THE CITY OF ORLANDO ONLY**This contract is awarded to the party listed above as a: Primary Supplier: ☒ Secondary Supplier: _____This contract is for: All Item Numbers: ☒ or Item Numbers: _____INITIAL CONTRACT TERM: 20th November 2019 to 19th November 2022**ACCEPTANCE:**

CITY OF ORLANDO, FLORIDA

By: 

Chief Procurement Officer

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: November 25, 2019**APPROVED AS TO FORM AND LEGALITY**

for the use and reliance of the

City of Orlando, Florida, only.



Assistant City Attorney

ORLANDO, FLORIDA

Date: November 21, 2019

ATTACHMENT D**MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION FORM:**

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women/Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women/Owned Business Enterprises (MWBE).

For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprise
City Hall at One City Commons
400 South Orange Avenue - 5th Floor
Orlando, Florida 32801
(407) 246-2623

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the City stating that your company is certified by the City as a Minority/Women-Owned Business Enterprise:

Business Name: N/A

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 and Chapter 57, Articles II and III.

In order for a bidder to receive credit for MBE/WBE certification, the firm must be certified with the City of Orlando MBE/WBE Office on or before the date set for submittal of bids.

City Code Chapter 57, Articles II and III, govern the City's Minority and Women Business Enterprise Programs. The awarded Bidder may be asked to meet with the City's M/WBE Department after the Notice of Intended Action-Award of Bid has been posted to discuss any potential subcontracting opportunities with City certified M/WBE firms.

ATTACHMENT E**VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM**

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the State of Florida Department of Management Services stating that your company is certified as a veteran business enterprise:

Business Name: N/A

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

ATTACHMENT F**CONFLICT OF INTEREST DISCLOSURE FORM**

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose within their Bid the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the City of Orlando. Furthermore, all Respondents must disclose the name of any City employee or officer (or their spouse or child) who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries.

By submission of this Bid, the Bidder certifies, under penalty of perjury, that to the best of their knowledge and belief, except as disclosed pursuant to the instructions above, that no officer or employee of the City (or their spouse or child), directly or indirectly, owns an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries; nor does the Respondent know of any City officer or employee having any financial interest in assisting the Respondent to obtain, or in any other way effecting, the award of the contract to this Respondent.

Disclosures:

N/A

Name of Company: CEC Motor and Utility Services

ATTACHMENT G**CONFIDENTIAL AND/OR PROPRIETARY INFORMATION EXEMPTION FORM**

In accordance with the Proprietary Information Section of this Solicitation, please list below items, if any, that are to be considered confidential and/or proprietary and which are believed to be exempt from disclosure. If none, please indicate N/A.

Page No.	Section	Applicable Exempting Law	Detailed Explanation/Justification with specific language from the Florida Statute that would allow this item to be Confidential/Proprietary
N/A			

Name of Company: CEC Motor and Utility Services

ATTACHMENT HADDENDUM RECEIPT VERIFICATION

Bidders must acknowledge each addenda on this form and upload document to the your bid submittal on vendorlink. Failure to acknowledge and upload EACH addenda may result in a non-responsive bid. The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. <u>1</u>	Dated <u>September 6, 2019</u>
Addendum No. <u>2</u>	Dated <u>September 12, 2019</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

CEC Motor and Utility Services

Company

Signature

James Hough

Print Name

C.O.O.

Title

ATTACHMENT I

MAXIMUM DESIGN LOAD TEST CAPABILITY

This form is to be utilized to specify:

A. The maximum design load conditions at which a Contractor can test electric motors at their facility and which subcontractors will be utilized for tests in excess of the Contractor's capabilities (if applicable)

1. Maximum Full Load Amps 1000-Amps @ 460-volts
2. Maximum Horse Power 5000HP
3. Subcontractors to be used by Contractor for tests in excess of the above maximums:

Subcontractor name: N/A

Subcontractor name: _____

Subcontractor name: _____

B. The maximum design load conditions at which a Contractor can test electric pumps at their facility and which subcontractors will be utilized for tests in excess of the Contractor's capabilities (if applicable)

4. Maximum Full Load Amps 1000-Amps @ 460-volts
5. Maximum Horse Power 5000HP
6. Subcontractors to be used by Contractor for tests in excess of the above maximums:

Subcontractor name: Southeast Pump Specialists

Subcontractor name: _____

Subcontractor name: _____

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CEC MOTOR & UTILITY SERVICES LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) NA Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 1751 12TH ST E	Requester's name and address (optional)
6 City, state, and ZIP code PALMETTO, FL 34221	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
		-			-				
or									
Employer identification number									
2	7	-	5	0	8	4	8	4	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ► 1/9/19
------------------	----------------------------	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Meadowbrook Insurance Agency 26255 American Drive Southfield MI 48034	CONTACT NAME: PHONE (A/C, No, Ext): 248-358-1100 FAX (A/C, No): E-MAIL: ADDRESS:														
INSURED CEC Motor & Utility Services, LLC 1751 12th Street East Palmetto FL 34221	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Federal Insurance Co.</td> <td>20281</td> </tr> <tr> <td>INSURER B: Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER C: Chubb Indemnity Insurance Company</td> <td>12777</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Co.	20281	INSURER B: Great Northern Insurance Company	20303	INSURER C: Chubb Indemnity Insurance Company	12777	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Chubb Indemnity Insurance Company	12777														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: 917794618
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			36012314	12/31/2018	12/31/2019	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																				
MED EXP (Any one person)	\$ 10,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			73586690	12/31/2018	12/31/2019	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			79883818	12/31/2018	12/31/2019	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$ 5,000,000																				
AGGREGATE	\$																				
	\$																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71753683	12/31/2018	12/31/2019	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>☒ PER STATUTE</td> <td>☐ OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	☒ PER STATUTE	☐ OTHER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
☒ PER STATUTE	☐ OTHER																				
E.L. EACH ACCIDENT		\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Pinellas County, A Political subdivision of the State of Florida is additional insured on the General Liability. Waiver of Subrogation applies in favor of Pinellas County Government, its agents, employees, and officials on the Workers Compensation.

CERTIFICATE HOLDER
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Limited Liability Company
CEC MOTOR & UTILITY SERVICES, LLC

Filing Information

Document Number M11000001023
FEI/EIN Number 27-5084842
Date Filed 02/25/2011
State MI
Status ACTIVE
Last Event LC DISSOCIATION MEM
Event Date Filed 06/22/2017
Event Effective Date NONE

Principal Address

1751 12TH STREET EAST
PALMETTO, FL 34221

Changed: 02/09/2012

Mailing Address

1751 12TH STREET EAST
PALMETTO, FL 34221

Changed: 02/09/2012

Registered Agent Name & Address

HOUGH, JAMES
1751 12TH STREET EAST
PALMETTO, FL 34221

Address Changed: 02/09/2012

Authorized Person(s) Detail

Name & Address

Title MGR

SCHEPER, ROBERT S
14555 BARBER AVENUE
WARREN, MI 48088

Title MGR

PALO, MICHAEL G
14555 BARBER AVENUE
WARREN, MI 48088

Title MGR



HOUGH, JAMES J
1751 12TH STREET EAST
PALMETTO, FL 34221

Annual Reports

Report Year	Filed Date
2017	03/20/2017
2018	03/26/2018
2019	04/02/2019

Document Images

04/02/2019 -- ANNUAL REPORT	View image in PDF format
03/26/2018 -- ANNUAL REPORT	View image in PDF format
06/22/2017 -- CORLCDSMEM	View image in PDF format
03/20/2017 -- ANNUAL REPORT	View image in PDF format
03/24/2016 -- ANNUAL REPORT	View image in PDF format
03/04/2015 -- ANNUAL REPORT	View image in PDF format
03/07/2014 -- ANNUAL REPORT	View image in PDF format
03/22/2013 -- ANNUAL REPORT	View image in PDF format
02/09/2012 -- ANNUAL REPORT	View image in PDF format
02/25/2011 -- Foreign Limited	View image in PDF format

SAM Search Results
List of records matching your search for :

Search Term : CEC Motor & Utility Services, LLC*
Record Status: Active

ENTITY	CEC Motor & Utility Services, LLC	Status: Active
DUNS: 063058529	+4:	CAGE Code: 787Y3 DoDAAC:
Expiration Date: 08/18/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1751 12th St E		
City: Palmetto	State/Province: FLORIDA	
ZIP Code: 34221-6461	Country: UNITED STATES	



CITY OF ORLANDO

NOTICE OF INTENDED ACTION – AWARD OF BID

Date: October 10, 2019

TO: All Bidders

Re: Notice of Intended Action – Award of Bids
Electric Motor and Pump Repair IFB19-0411

On September 20th 2019, at 2:00 P.M. Local Time, Orlando, Florida, sealed bids for the above referenced project were received and opened in the Procurement and Contracts Division.

This notice serves as official notification that the City intends to award the above referenced project to the following, in the best interest of the City:

CEC Motor and Utility Services of Palmetto, Florida
Company City, State

If you have any questions regarding the bidding procedures, please contact the Procurement and Contracts Division at (407) 246-2291.

We appreciate your interest in doing business with the City of Orlando and look forward to receiving submittals from your firm on future projects.

Procurement and Contracts Division

Posting Date: October 10, 2019

Time: 1:30 PM

Note: The Solicitation process is governed by Chapter 7 of the City Code

PROCUREMENT AND CONTRACTS DIVISION

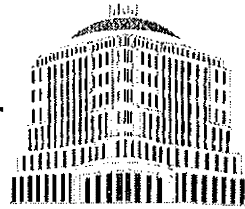
CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990

PHONE 407.246.2291 • FAX 407.246.2869 • CityofOrlando.net • esupplier.cityoforlando.net

NIA10/10/2019



CITY OF ORLANDO



MEMORANDUM

DATE: October 9, 2019

TO: Jamie L Birmingham, Waste Business Manager
Public Works/Water Reclamation

FROM: Varun Desai, Purchasing Agent II
Procurement and Contracts Division

SUBJECT: Bid Submittals and Award Recommendation

BID NUMBER/TITLE: IFB19-0411 Electric Motor and Pump Repair

The bids for the subject solicitation were opened on September 20, 2019. Procurement and Contracts have reviewed the bid submittals for responsiveness. Please see the attached Bid submittals and Bid Tabulation Sheet. Pending final review by your office and MWBE, if applicable, the recommendation of award is as follows:

Line Item(s)	Recommended Award	Amount:
All Items	CEC Motor and Utility Services of Palmetto Florida.	\$99,860/year

Once submittals have been fully evaluated by you and the Office of MWBE, please sign below to acknowledge your concurrence of this recommendation of award and return by October 10th, 2019. In addition, forward a Fiscal Impact Statement* (in Word format) to the assigned Purchasing Agent.

Procurement will then prepare the Council Agenda for award approval and the timely development of the Contract(s).

*A Fiscal Impact Statement must be provided to the assigned Purchasing Agent cite funding source; original approval date and contract amount, Documentary Number, applicable recurring costs (e.g., operating & maintenance); allocation of any generated revenues; etc.

Varun Desai Business Manager 10/9/19
Authorized Signature Title Date
Public Works/Water Reclamation
Department

PROCUREMENT AND CONTRACTS DIVISION

CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2291 • FAX 407.246.2869 • CityofOrlando.net • esupplier.cityoforlando.net

**CITY OF ORLANDO
COUNCIL AGENDA ITEM**

Items Types:

Business and Financial Services

District: ALL

Contract ID:

Exhibits: Yes

Grant Received by City?: No

For Meeting of:

November 11, 2019

From:

Document Number:

On File (City Clerk) : Yes

Draft Only: No

Subject:

Award to CEC Motor and Utility Services for Electric Motor and Pump Repair, IFB19-0411

Summary:

The following sealed bids were received in response to the subject solicitation:

<u>Supplier</u>	<u>Bid Amount</u>
CEC Motor and Utility Services, Palmetto, FL	\$99,860.00
Flanders Electric Motor, Lakeland, FL	\$130,440.50
TAW Orlando Service Center, Orlando, FL	\$133,530.00
Kaman Industrial Technologies, Medley, FL	\$133,530.00
Stewart Electric Motor Works Inc., Orlando, FL	\$328,230.00

The Water Reclamation Division and Procurement and Contracts Division have evaluated these bids and recommend award to the lowest, responsive, and responsible bidder, CEC Motor and Utility Services, of Palmetto, FL, for electric motor and pump repair.

The initial contract term is three (3) years with an option to renew for two (2) additional one (1) year terms. This is an indefinite quantity contract. Actual expenditures will vary as usage will be on an as-needed basis at the established unit prices and available funding. Based on prior usage reports and information provided by the primary user, the estimated expenditure for the initial three year term is \$299,580.00.

CEC Motor and Utility Services has indicated that they will use the following City certified MBE firm:

Michigan St Pumps & Electric Motors Repair Corp. 18% \$17,974.80

The M/WBE Office determined there were no City-certified WBE firms that are able to provide the subject goods or services.

Fiscal & Efficiency Data:

Recommended Action:

Approval of award to CEC Motor and Utility Services and authorize the Chief Procurement Officer to enter into an agreement and all subsequent renewals with CEC Motor and Utility Services as indicated above in the estimated annual amount of \$99,860.00, subject to review and approval by the City Attorney's Office.

Agenda Item attachment(s) on file in the City Clerks Office.

Note: All agenda items must be in the City Clerk's office by Noon Friday, six(6) business days prior to the regular Monday City Council meeting.

Contact: David Billingsley, Janiero Coulter (for M/WBE questions)

Approved By:

Department

Budget Outside Routing Approval
City Clerk

Date and Time

10/30/2019 1:56 PM
10/30/2019 2:41 PM

ATTACHMENTS:

Name:	Description:	Type:
☐ FIS-IFB19-0411.docx	Fiscal Impact Statement	Backup Material
☐ MWBE_Memo-IFB19-0411.pdf	MWBE Memo-IFB19-0411	Backup Material
☐ Bid_Evaluation_IFB19-0411.pdf	Bid Evaluation- IFB19-0411	Backup Material
☐ Bid_Tabulation_Sheet-IFB19-0411-Electric_Motor_and_Pump_Repair.pdf	Bid Tabulation Sheet-Electric Motor and Pump Repair	Backup Material

"Enhance the quality of life in the City by delivering public services in a knowledgeable, responsive and financially responsible manner."

Exhibit “B”
Pricing

City of Orlando						FLANDERS ELECTRIC MOTOR		Kaman Industrial Technologies		CEC Motor and Utility Services		Stewart's Electric Motor Works Inc.		TAW Orlando Service Center, Inc.	
IFB19-0411 : Electric Motor and Pump Repair						LAKELAND, FL		Medley, FL		Palmetto, FL		Orlando, FL		Orlando, FL	
						joe cowgill		Alan Rooks		Paul Rademaker		Rebecca Keogh		Matthew Gould	
						Phone: 407 3014318		Phone: 305 4202699		Phone: 941 8451030		Phone: 407 8591837		Phone: 813 6215661	
						jcowgill@flandersinc.com		alan.rooks@kaman.com		prademaker@cecmotoru.co		rebecca@semw.net		matthew.gould@tawinc.com	
Item #	Group	Item	Estimated Quantity	Unit of Measure	Required	Unit Price/Percent	Extended Price/Percent	Unit Price/Percent	Extended Price/Percent	Unit Price/Percent	Extended Price/Percent	Unit Price/Percent	Extended Price/Percent	Unit Price/Percent	Extended Price/Percent
1	LABOR RATES (SHOP)	Make:	6000	Hours	Yes	\$21.00	\$126,000.00	\$21.50	\$129,000.00	\$16.00	\$96,000.00	\$40.00	\$240,000.00	\$21.50	\$129,000.00
		Model:													
		Model #:													
		ing between the ice/Percent: Pri Equal Value/Se													
						Sub Total	\$126,000.00	Sub Total	\$129,000.00	Sub Total	\$96,000.00	Sub Total	\$240,000.00	Sub Total	\$129,000.00
2	LABOR RATES (FIELD)	Make:	200	Hours	Yes	\$21.00	\$4,200.00	\$21.50	\$4,300.00	\$18.00	\$3,600.00	\$80.00	\$16,000.00	\$21.50	\$4,300.00
		Model:													
		Model #:													
		ing between the ice/Percent: Pri Equal Value/Se													
						Sub Total	\$4,200.00	Sub Total	\$4,300.00	Sub Total	\$3,600.00	Sub Total	\$16,000.00	Sub Total	\$4,300.00
3	INSPECTION CHARGES (SHOP)	Make:	200	EA	Yes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120.00	\$24,000.00	\$0.00	\$0.00
		Model:													
		Model #:				No Charge		No Charge		No Charge				No Charge	
		nspect an elect													
		ice/Percent: Pri													
		Equal Value/Se													
						Sub Total	\$0.00	Sub Total	\$0.00	Sub Total	\$0.00	Sub Total	\$24,000.00	Sub Total	\$0.00
4	INSPECTION CHARGES (FIELD)	Make:	200	EA	Yes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$240.00	\$48,000.00	\$0.00	\$0.00
		Model:													
		Model #:				No Charge		No Charge		No Charge				No Charge	
		nspect an elect													
		ice/Percent: Pri													
		Equal Value/Se													
5	PARTS AND MATERIALS	Make:	200	cent Mar	Yes	20.00%	\$240.00	15.00%	\$230.00	30.00%	\$260.00	15.00%	\$230.00	15.00%	\$230.00
		Model:													
		Model #:													
		Bidder shall be e/Percent: Perc Equal Value/Se													
						Sub Total	\$0.00	Sub Total	\$0.00	Sub Total	\$0.00	Sub Total	\$0.00	Sub Total	\$0.00
						Shipping	\$0.00	Shipping	\$0.00	Shipping	\$0.00	Shipping	\$0.00	Shipping	\$0.00
						Total	\$130,440.00	Total	\$133,530.00	Total	\$99,860.00	Total	\$328,230.00	Total	\$133,530.00



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 15, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request approval of the Change Order and Amended Task Authorization with Faden Builders, Inc., related to the Pedestrian Crossings

Introduction:

This is a request for City Council to approve the Change Order and Amended Task Authorization for the Pedestrian Crossings project.

Discussion:

On September 8, 2021, Interim City Manager Charles F. Revell executed the Task Authorization in the amount of \$45,280.00 between the City of Mount Dora and Construction Manager at Risk (CMAR) Faden Builders for the Pedestrian Crossings project. (See Attachment #1.) The scope of the project was then revised, which resulted in no net change to the price. (See Attachment #2.) The project included: 1) improving the crosswalk and sidewalks at Heim Road and Overlook Drive and 2) installing two sets of lighted push button crosswalk signs at 5th & Tremain and 5th & Baker.

Upon completion of the pedestrian crossing improvements, staff recognized the need to add one additional set of lighted push button crosswalk signs at 5th & Baker to ensure cross-traffic on 5th is alerted to pedestrians crossing at the corner closest to Donnelly Park, as well as the corner closest to City Hall. Cost of the additional improvements totals \$9,470.00, bringing the total project cost to \$54,750.00.

The expanded scope of the improvements requires an amended task authorization and a change order is required to increase the purchase order amount. City Council approval is required for the change order because the change order amount exceeds 10% of the original purchase order amount. City Council approval is required for the amended task authorization because the total project cost exceeds the City Manager's authorization of \$50,000.

Budget Impact:

The additional \$9,470.00 for the amended task authorization is budgeted in GL# 310-5555-580.63-01-RS2105.

Strategic Impact:

The pedestrian crossings improvements meet the City's strategic Infrastructure/Public Safety goal by enhancing pedestrian safety.

Recommendation City Council approve the Change Order and Amended Task Authorization for Pedestrian Crossings.

Attachment(s):

1. Attachment 1 - Task Authorization for Pedestrian Crossings dated 9-8-2021
2. Attachment 2 - Revised Scope for Pedestrian Crossings
3. 22-021 Pedestrian Crossings Faden AMENDMENT Task Authorization.CMAR Citywide.SGS

Prepared by: Merry Lovern , Executive Assistant

Reviewed by: Chet Cramer, Project Manager
Rita Meade, Deputy Finance Director
Sherry Sutphen , City Attorney
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 3/8/2022

Approved - 3/9/2022

Approved - 3/9/2022

Approved - 3/9/2022

Final Approval - 3/9/2022

ATTACHMENT #1

CITY OF MOUNT DORA/CRA/Northeast CRA TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between Faden Builders, Inc. (Construction Manager) and the City of Mount Dora/CRA/Northeast CRA, dated April 7, 2020, the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors attached hereto.

City Project Manager:

Chet Cramer

Construction Manager Contact:

Philip Rapalje

Project Name:

Pedestrian Crossings

Project Number:

22-021

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION IS DELIVERED TO THE CONSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

- Exhibit A – Scope of Work
- Exhibit B – Price/GMP Breakdown
- Exhibit C – Basic Schedule
- Exhibit D – Construction Team
- Exhibit E – Construction Manager's Staff
- Exhibit F – Sub-Contractors

Recommended By:

Print: _____

Date: _____

Signature: _____

Reviewed By (if applicable):

Print: _____

Date: _____

Signature: Chet D. Cramer

Digitally signed by Chet D. Cramer
DN: cn=Chet D. Cramer, o=City of Mount Dora, ou=Construction Project
Manager, cn=Chet D. Cramer
Date: 2021.09.07 11:00:32-04'00'

CONTRACTOR ACCEPTANCE

Print Name: Todd Faden

Title: President

Signature: Todd m7 L

Date: 09/11/2021

CITY APPROVAL

Print Name: Charles F. Revell

Digitally signed by Charles F.
Revell
Date: 2021.09.08 14:11:01 -04'00'

Title:

Signature:

Date:



8/27/2021

Proposal No.: 21-285

Chet Cramer
Construction Project Manager
City of Mount Dora
510 N Baker Street
Mount Dora, Florida 32757

RE: City of Mount Dora Pedestrian Improvements

Exhibit A: Scope of Work

The scope of work is based on the sketches provided by the city of Mount Dora and site walk. This is for 3 areas, Heim and Sylvan, 5th and Baker, 5th and Tremain.

1. General Conditions
 - a) Project Management and Supervision
 - b) Mobilization/Demobilization
 - c) M.O.T.
2. Site/Prep
 - a) Survey and Layout
 - b) As-builts
 - c) MOT
3. Demolition
 - a) Asphalt cut and removal
 - b) Curb Cuts
 - c) Remove subbase as required
4. Construction New traffic separators (3)
 - a) Install three (3) 6" traffic separators (6' wide x 15' long) to be Type 1, Option 2 per FDOT Index No. 302.
 - b) Thermoplastic pavement markings (no temp paint).
 - c) 4" thick concrete sidewalk at Heim Road from existing sidewalk to curb and a "T" in the park as shown.
 - d) Two ADA curb ramps with mat at Heim Road.

Qualifications and Exclusions:

1. 5th Ave work to be completed 3rd shift, M-F
2. no overtime is included.
3. Geotechnical Reports will be provided by the Engineer of Record
4. Right of Way Utilization Permits and/or Right of Entry onto properties adjacent to the project area, if required, will be procured by the City of Mount Dora
5. Any changes in bid set to constructions set of plans will be addressed as a change to this contract
6. Unforeseen buried obstructions will be brought to the attention of the City Manager and may be addressed as a change to the GMP.
7. Dewatering is excluded.
8. Bonding is excluded but can be added upon request.
9. This proposal is good for 60 days do to volatilities in material pricing.
10. We are carrying a \$1,500.00 allowance for Survey

Exhibit B: Price/GMP Breakdown

1. Mobilization	\$2,500.00
-----------------	------------



2. Site / Prep	\$4,500.00
3. Demolition	\$8,000.00
4. Construction	\$18,500.00

Subtotal	\$33,500.00
Mark-up 14%	\$ 4,690.00
Project Team	\$ 2,900.00
Contingency 10%	\$ 4,190.00
Gross Maximum Price (GMP):	\$45,280.00

Exhibit C: Basic Schedule

Procurement will begin promptly after the issuance of the notice to proceed/work authorization. Project Management Information System (PMIS) will not be required for this project.

30 days Submittals, material procurement
1 workdays- Mobilization, silt fence and demolition
5 days- work on 5th Ave
5 days work on Heim

Exhibit D: Construction Team

Owner's Representative: Chet Cramer (City of Mount Dora)
Construction Manager: Todd Faden (Faden Builders)

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Philip Rapalje
Project Engineer: Erika White
Site Superintendent: Rob Bennett
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Laura Faden



Exhibit F: Sub-Contractors (Invited to bid)

Pace Concrete	\$11,450.00
KC Curb	\$15,415.00
ACME Barricades	\$1,600.00
Lot Lines	\$4,351.00
TruMark	\$3,250.00
Seminole Asphalt	\$2,500.00

*Faden Builders to Self-Preform

11/05/21

ATTACHMENT #2

Proposal No.: 21-285

Chet Cramer
Construction Project Manager
City of Mount Dora
510 N Baker Street
Mount Dora, Florida 32757

RE: City of Mount Dora Pedestrian Improvements- (Change in Scope 11/5/21)

Exhibit A: Scope of Work

The scope of work is based on the sketches provided by the city of Mount Dora and site walk. This is for 3 areas, Heim and Sylvan, 5th and Baker, 5th and Tremain.

1. General Conditions
 - a) Project Management and Supervision
 - b) Mobilization/Demobilization
 - c) M.O.T.
2. Site/Prep
 - a) Survey and Layout
 - b) As-builts
 - c) MOT
3. Demolition
 - a) Asphalt cut and removal
 - b) Curb Cuts
 - c) Remove subbase as required
4. Construction New traffic separators ~~(3)~~ (1)
 - a) Install ~~three (3)~~ (1) 6" traffic separators (6' wide x 15' long) to be Type 1, Option 2 per FDOT Index No. 302.
 - b) Thermoplastic pavement markings (no temp paint).
 - c) 4" thick concrete sidewalk at Heim Road from existing sidewalk to curb and a "T" in the park as shown.
 - d) Two ADA curb ramps with mat at Heim Road.
 - e) Install paint marking on Fifth Ave in lieu of concrete traffic separators due to concerns about the width of driving lanes.
 - f) Supply and install two sets of LED Lighting Solutions Double Sided 30" Push Button Crosswalk signs on the two existing crosswalks on fifth Ave. Note: any tree trimming that may be required for solar panels is to be done by city.

Qualifications and Exclusions:

1. 5th Ave work to be completed ~~3rd~~ 1st shift, M-F
2. no overtime is included.
3. Geotechnical Reports will be provided by the Engineer of Record
4. Right of Way Utilization Permits and/or Right of Entry onto properties adjacent to the project area, if required, will be procured by the City of Mount Dora
5. Any changes in bid set to constructions set of plans will be addressed as a change to this contract
6. Unforeseen buried obstructions will be brought to the attention of the City Manager and may be addressed as a change to the GMP.
7. Dewatering is excluded.
8. Bonding is excluded but can be added upon request.
9. This proposal is good for 60 days do to volatilities in material pricing.

10. We are carrying a \$1,500.00 allowance for Survey

Exhibit B: Price/GMP Breakdown

1. Mobilization	\$2,500.00
2. Site / Prep	\$4,500.00
3. Demolition	\$3,000.00
4. Construction	\$26,650.00
Subtotal	\$36,650.00
Mark-up 14%	\$ 4,690.00
Project Team	\$ 2,900.00
Contingency Balance	\$ 1,040.00* This amount has been reduced
Gross Maximum Price (GMP):	\$45,280.00

Exhibit C: Basic Schedule

Procurement will begin promptly after the issuance of the notice to proceed/work authorization.
Project Management Information System (PMIS) will not be required for this project.

30 days Submittals, material procurement
1 workdays- Mobilization, silt fence and demolition
5 days- work on 5th Ave
5 days work on Heim

Exhibit D: Construction Team

Owner's Representative: Chet Cramer (City of Mount Dora)
Construction Manager: Todd Faden (Faden Builders)

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Philip Rapalje
Project Engineer: Erika White
Site Superintendent: Rob Bennett
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Laura Faden

Exhibit F: Sub-Contractors (Invited to bid)

Pace Concrete	\$11,450.00
KC Curb	\$15,415.00
ACME Barricades	\$1,600.00
Lot Lines	\$4,351.00
TruMark	\$3,250.00
Seminole Asphalt	\$2,500.00

*Faden Builders to Self-Preform

CITY OF MOUNT DORA/CRA/Northeast CRA AMENDMENT TO TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between Faden Builders, Inc. (Construction Manager) and the City of Mount Dora, dated April 7, 2020, and the Task Authorization dated September 8, 2021 (Original Task Authorization), the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors set forth herein. To the extent of any conflict between this Amendment and the Original Task Authorization, this Amendment shall prevail.

Amendment Number:

1

City Project Manager:

Chet Cramer

Construction Manager Contact:

Philip Rapalje

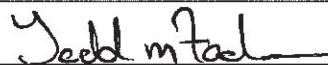
Project Name:

Pedestrian Crossings

Project Number:

22-021

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED AMENDMENT TO TASK AUTHORIZATION IS DELIVERED TO THE CONSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package shall include:</u> Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Date: _____ Signature: _____	
Reviewed By (if applicable): Print: <u>Chet D. Cramer</u> Date: _____ Signature: <u>Chet D. Cramer</u> Digitally signed by Chet D. Cramer DN: cn=US, E=cramerch@cityofmountdora.com, o=City of Mount Dora, ou=Construction Project Manager, CN=Chet D. Cramer Date: 2022.03.09 10:11:02-0500 Date: _____	
CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: Todd Faden / Faden Builders, Inc	Print Name: Crissy Stile
Title: President	Title: Mayor
Signature: 	Signature:
Date: 3/8/2022	Date:



2/9/2022

Proposal No.: 22-095

Chet Cramer
Construction Project Manager
City of Mount Dora
510 N Baker Street
Mount Dora, Florida 32757

RE: City of Mount Dora Pedestrian Improvements- **Two additional signs**

Exhibit A: Scope of Work

- a) Supply and install two additional LED double sided cross walk signs at the corner of 5th and Baker
- b) Poles to be core drilled into sidewalk
- c) New signs to be set at the same frequency and the existing two on the other corner

Qualifications and Exclusions:

- 1. 5th Ave work to be completed **1st** shift, M-F
- 2. no overtime is included.
- 3. Geotechnical Reports will be provided by the Engineer of Record
- 4. Right of Way Utilization Permits and/or Right of Entry onto properties adjacent to the project area, if required, will be procured by the City of Mount Dora
- 5. Any changes in bid set to constructions set of plans will be addressed as a change to this contract
- 6. Unforeseen buried obstructions will be brought to the attention of the City Manager and may be addressed as a change to the GMP.
- 7. Dewatering is excluded.
- 8. Bonding is excluded but can be added upon request.
- 9. This proposal is good for 60 days due to volatilities in material pricing.
- 10. We are carrying a \$1,500.00 allowance for Survey

Exhibit B: Price/GMP Breakdown

Lump sum price is \$9,470.00

Note: there is still \$1,040.00 in contingency from the original project that will be deducted from above amount.

Exhibit C: Basic Schedule

Procurement will begin promptly after the issuance of the notice to proceed/work authorization.
Project Management Information System (PMIS) will not be required for this project.

2 weeks for ordering and procurement
1 week for install and testing



Exhibit D: Construction Team

Owner's Representative: Chet Cramer (City of Mount Dora)
Construction Manager: Todd Faden (Faden Builders)

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Philip Rapalje
Project Engineer: Erika White
Site Superintendent: Rob Bennett
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Laura Faden

Exhibit F: Sub-Contractors (Invited to bid)

N/A

*Faden Builders to Self-Preform



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 15, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request Approval of Meeting Minutes
- March 15, 2022 Regular City Council Minutes

Introduction:

This is a request for City Council to approve meeting minutes.

Discussion:

The City Clerk prepares minutes and presents them to City Council as an opportunity to make suggestions or corrections prior to final approval.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation City Council to Approve Meeting Minutes.

Attachment(s):

1. March 1, 2022 Regular City Council Minutes

Prepared by: Jessica Burnham, City Clerk
Reviewed by: Merry Lovern, Executive Assistant

Final Approval - 3/9/2022

**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL
MINUTES**



**March 1, 2022
City Hall
510 N. Baker St.
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, Mayor Crissy Stile called the Regular Session of City Council to order at 6:00 PM in the Mount Dora Council Chambers.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

Mayor Stile led a Moment of Silence and Pledge of Allegiance to the Flag.

ROLL CALL

Members Present

Crissy Stile, Mayor
Marc Crail, Vice-Mayor
John Cataldo, District 1
Cal Rolfson, District 2
Austin Guenther, District 3
Nate Walker, District 5
Doug Bryant, At Large

Also Present

Patrick C. Comiskey, City Manager
Sherry G. Sutphen, City Attorney
Jessica Burnham, City Clerk

PRESENTATIONS

PUBLIC COMMENTS

Mayor Stile opened public comment

Josh Hemingway, 1177 East 5th Avenue, spoke about the previous Building Height Advisory Committee meeting and asked the Council to consider looking at other options for a City Attorney.

Bailey Burket, Girl Scout Troop, asked the Council to consider approving a little library at the Northwest Corner of Unser and 11th Avenue.

Mayor Stile closed public comment

APPROVAL OF AGENDA

City Manager, Patrick Comiskey, asked the Council to consider moving consent item number one to action item number one and to remove consent item two off the agenda and have it placed on an upcoming council agenda.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA WITH

MENTIONED CHANGES; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

BOARD APPOINTMENTS

CONSENT AGENDA

1. Request acceptance of the Warranty Deed from Cottages on 11th, LLC

** This item was moved off of Consent and placed under Action item number one.*

2. Request approval of Resolution No. 2022-16, related to the Lakeside at Waterman Village - Waiver of Security Deposit for City Utilities

**This item was removed from the agenda and will be placed on a future agenda.*

3. Request Approval of Meeting Minutes
 - February 14, 2022 City Council Worksession Minutes
 - February 15, 2022 Regular City Council Minutes
 - February 15, 2022 Northeast CRA Governing Board Minutes

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE CONSENT AGENDA; SECONDED BY COUNCILMEMBER GUENTHER. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. Request acceptance of the Warranty Deed from Cottages on 11th, LLC

**This item was moved from Consent item number one.*

Vince Sandersfeld, Planning and Zoning Director, provided the Council with the history of the agenda item.

Councilmember Bryant inquired about what the city would maintain and if there would be an option to plant a few trees. Mr. Sandersfeld answered, it is something that the city could look into.

Mayor Stile inquired about the donation.

Discussion ensued on the possibility of placing trees on the property.

MOTION BY COUNCILMEMBER BRYANT TO APPROVE THE ACCEPTANCE OF THE WARRANTY DEED FROM COTTAGES ON 11TH, LLC; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED

BY A ROLL CALL VOTE.

YES Councilmember Bryant
Councilmember Rolfson
Councilmember Guenther
Councilmember Walker
Councilmember Cataldo
Vice-Mayor Crail

NO Mayor Stile

2. Request for Approval of Amendment 2 to the Agreement between the City of Mount Dora and CPH related to the WWTP#1 Project

Joe Grusauskas, Public Works and Utility Director, spoke on the agenda item and provided the Council with the history of the item.

Casie Brown, ADG, spoke about the cost of the design and mentioned that the cost of supply played a part in the price increase of the design.

Discussion took place about the facility and the timeframe of the project.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE AMENDMENT 2 TO THE AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND CPH RELATED TO THE WWTP#1 PROJECT; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Councilmember Rolfson
Councilmember Walker
Councilmember Bryant
Councilmember Cataldo
Vice-Mayor Crail

NO Councilmember Guenther
Mayor Stile

3. Request Approval of of Amendment 2 to the Professional Services Agreement between the City of Mount Dora and ADG for Public Works Facility Phase 2 Design and Engineering Services

Chet Cramer, Project Manager, introduced the agenda item.

Susan Gantt, Architects Design Group, provided the Council with a presentation of the project. The presentation provided to council is attached as Exhibit "A".

Mayor Stile inquired if there was anything green about the project. To which, Ms. Gantt

answered there would be ventilation and installation.

Discussion on the timeframe of the project took place and the budget of the project.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE AMENDMENT 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND ADG FOR PUBLIC WORKS FACILITY PHASE 2 DESIGN AND ENGINEERING SERVICES; COUNCILMEMBER BRYANT SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Councilmember Rolfson
Councilmember Bryant
Councilmember Cataldo
Councilmember Guenther
Councilmember Walker
Vice-Mayor Crail
Mayor Stile

NO

4. Request Approval to Seek Private Contributions/Funding to Construct up to Six (6) Pickleball Courts at Summerview Park

Amy Jewell, Lesuire Services, provided the Council with an overview of the agenda item and gave background to Summerview Park.

Councilmember Rolfson inquired about the donations.

Discussion on the maintenance of the courts and the lighting of the courts.

MOTION BY VICE-MAYOR CRAIL TO APPROVE TO SEEK PRIVATE CONTRIBUTIONS/FUNDING TO CONSTRUCT UP TO SIX (6) PICKLEBALL COURTS AT SUMMERVIEW PARK; COUNCILMEMBER WALKER SECONDED THE MOTION.

Discussion on the possibility of increasing the courts in the future.

YES Vice-Mayor Crail
Councilmember Walker
Councilmember Bryant
Councilmember Cataldo
Councilmember Rolfson
Councilmember Guenther
Mayor Stile

NO

MOTION APPROVED BY A ROLL CALL VOTE.

Mayor Stile called the meeting to a break at 7:15 PM.

Mayor Stile called the meeting back to order at 7:25 PM.

5. City Attorney report related to Sunshine Law matter involving James Homich

Sherry Sutphen, City Attorney, spoke briefly about the history of the sunshine law.

Continuing, Ms. Sutphen then discussed a handout which was provided to the Council and is attached as Exhibit "B".

Ms. Sutphen then provided the Council with a recommendation on the matter and stated "Mr. Homich to abstain from any future matters coming before the Planning and Zoning Commission related to the Mount Dora Groves project".

James Homich, 6205 East 5th Avenue, spoke on the matter and provided the Council with a timeframe of the events that took place and requested that council allow him to remain on the Planning and Zoning Commission and stated that he would not abstain from a vote.

Discussion ensued on the matter.

Councilmember Bryant spoke on the topic and stated he had not seen any evidence that Mr. Homich should be removed and that Mr. Homich should not have any restrictions placed on him in regards to the Mount Dora Groves project.

Councilmember Rolfson stated that, in his view, it was a violation of the sunshine law and, in his opinion, it is a higher duty of the board members to know the law.

Vice-Mayor Crail mentioned that the Council should go with the opinion of the Florida Department of Law Enforcement.

Councilmember Walker spoke about his views on the issue and mentioned his opinion Mr. Homich should not be removed or have any restrictions.

Discussion ensued on the sunshine law manual.

Councilmember Cataldo stated in his view, Mr. Homich should not have restrictions placed on him.

PUBLIC HEARINGS - RESOLUTION/ORDINANCES

1. Request approval of First Reading of Ordinance No. 2022-04, Annexation for 6.96 Acres at US 441 and Bristol Lakes Road.

Ms. Sutphen read Ordinance 2022-04, Annexation for 6.96 Acres at US 441 and Bristol Lakes Road by title only.

Ordinance No. 2022-04

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND NORTH OF LIMIT AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Mr. Sandersfeld spoke on the agenda item and mentioned that the following items are companion items.

Ms. Sutphen read Ordinance 2022-05, Small-Scale Future Land Use Map Amendment for 6.96, Change in Zoning for Mount Dora Self Storage Final PUD by title only

Ordinance No. 2022-05

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO A CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Sutphen read Ordinance 2022-06, Change in Zoning for Mount Dora Self Storage Final PUD by title only

Ordinance No. 2022-06

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING

TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND NORTH OF LIMIT AVENUE (MOUNT DORA SELF STORAGE); PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE AND ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Sutphen asked for any Ex-Parte communication

Councilmember Walker mentioned the developer reached out to him but he was unable to meet with them.

Councilmember Rolfson mentioned that the developer spoke at his Home Owner Association meeting.

No other Ex-Parte communications were voiced.

Countuing, Mr. Sandersfeld spoke on the application for item number two, Ordinance No. 2022-05, and item number three, Ordinance No. 2022-06.

Discussion took place on the frontage road , the proposed storage units, and easements.

Allan Bradley,Huber Group LLC, applicant for the project spoke on the item.

Mayor Stile opened public hearing.

No one spoke

Mayor Stile closed public hearing.

Discussion took place about what retail stores maybe in the facility.

MOTION BY VICE-MAYOR CRAIL TO APPROVE FIRST READING OF ORDINANCE NO. 2022-04, ANNEXATION FOR 6.96 ACRES AT US 441 AND BRISTOL LAKES ROAD.; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Vice-Mayor Crail
	Councilmember Rolfson
	Councilmember Guenther
	Councilmember Walker
	Councilmember Bryant

Councilmember Cataldo
Mayor Stile

NO

2. Request approval of Single Reading (Final) Ordinance No. 2022-05, Small-Scale Future Land Use Map Amendment for 6.96 Acres parcel of US 441 and Bristol Lakes Road.

**This item was heard under public hearing item one.*

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE SINGLE READING (FINAL) ORDINANCE NO. 2022-05, SMALL-SCALE FUTURE LAND USE MAP AMENDMENT FOR 6.96 ACRES PARCEL OF US 441 AND BRISTOL LAKES ROAD.; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES
Councilmember Rolfson
Councilmember Guenther
Councilmember Walker
Councilmember Bryant
Councilmember Cataldo
Vice-Mayor Crail
Mayor Stile

NO

3. Request approval of First Reading of Ordinance No. 2022-06, Change in Zoning for Mount Dora Self Storage Final PUD

**This item was heard under public hearing item number one.*

MOTION BY COUNCILMEMBER WALKER TO APPROVE FIRST READING OF ORDINANCE NO. 2022-06, CHANGE IN ZONING FOR MOUNT DORA SELF STORAGE FINAL PUD; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES
Councilmember Walker
Councilmember Rolfson
Councilmember Guenther
Councilmember Bryant
Councilmember Cataldo
Vice-Mayor Crail
Mayor Stile

NO

CITY MANAGER

1. City Manager's Report

City Manager Comiskey provided an update to the Council on informational items.

2. Lobbyist Update

Councilmember Rolson spoke about the legislative and provided the Council with an updated on bills.

CITY ATTORNEY'S REPORT

No report

COMMUNICATIONS AND REPORTS

1. Council Member John Cataldo

No report

2. Council Member Austin Guenther

Provided thanks to staff for the upcoming streaming that will take place on the city's website.

3. Council Member Cal Rolfson

Spoke on a letter that he received that provided thanks to city staff.

4. Council Member Nate Walker

Provided thanks to Ms. Jewell and her staff for being awarded the African American Cultural and Historical Grant.

Councilmember Walker stated his views in regards to City Attorney Sutphen and mentioned he is not in favor of looking for another City Attorney.

5. Council Member Doug Bryant

Provided thanks to Ms. Jewell in regards to the African American Cultural and Historical Grant

6. Vice-Mayor Marc Crail

provided thanks to Ms. Jewell for the African American Cultural and Historical Grant and mentioned he agrees with Councilmember Walker's comments in regards to the City Attorney.

7. Mayor Crissy Stile

Mayor Stile sent the Council's condolence to the Simpson family on the passing of Robert J. Simpson.

FUTURE MEETING DATES

1. March 7, 2022, 10:30 AM, City Council Work Session
2. March 15, 2022 6:00 PM, Regular Session
3. April 5, 2022 6:00 PM, Regular Session
4. April 19, 2022, 6:00 PM, Regular Session

ADJOURNMENT

COUNCILMEMBER ROLFSON MOTION TO ADJOURN; COUNCILMEMBER GUENTHER SECONDED. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 9:37 P.M.

CRISSY STILE, MAYOR
City of Mount Dora

JESSICA BURNHAM
City Clerk

Mount Dora Public Works Facility

PROJECT FACT SHEET

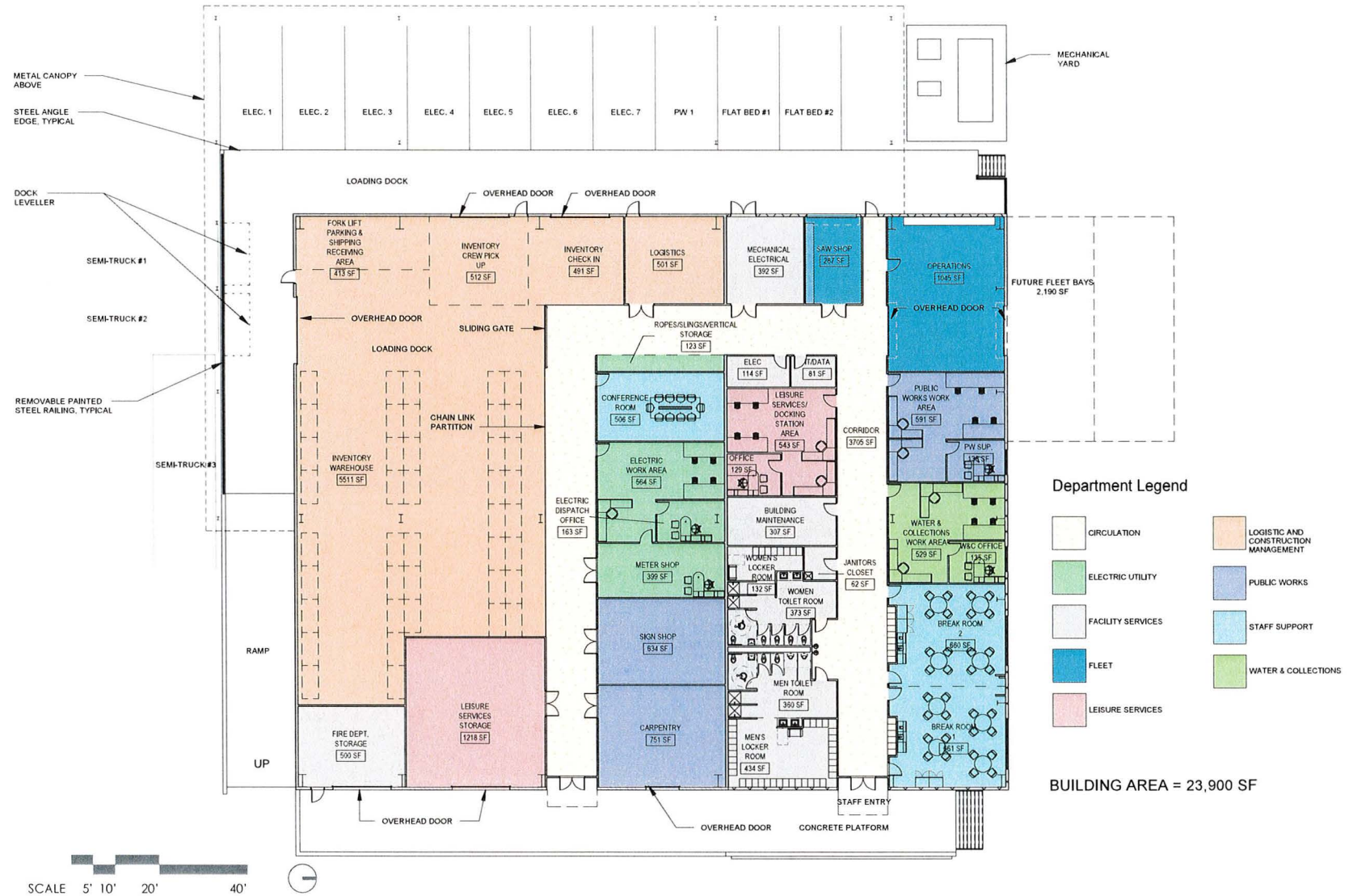
- **Location:** Limit Avenue
- **Site Size:** 8.13 acres; Total Site Area: 17.65 acres
- **Facility includes:**
 - Operations and Inventory Warehouse, 23,900 sf.
 - Covered Material Storage Area, 14,400sf.
 - Covered Non-Inventory Rolling Asset Storage, 29,400 sf.
 - Future Fueling and Wash Stations
- **Designed to withstand Category 4 Hurricane force winds**
- **Electrical generator back up system**

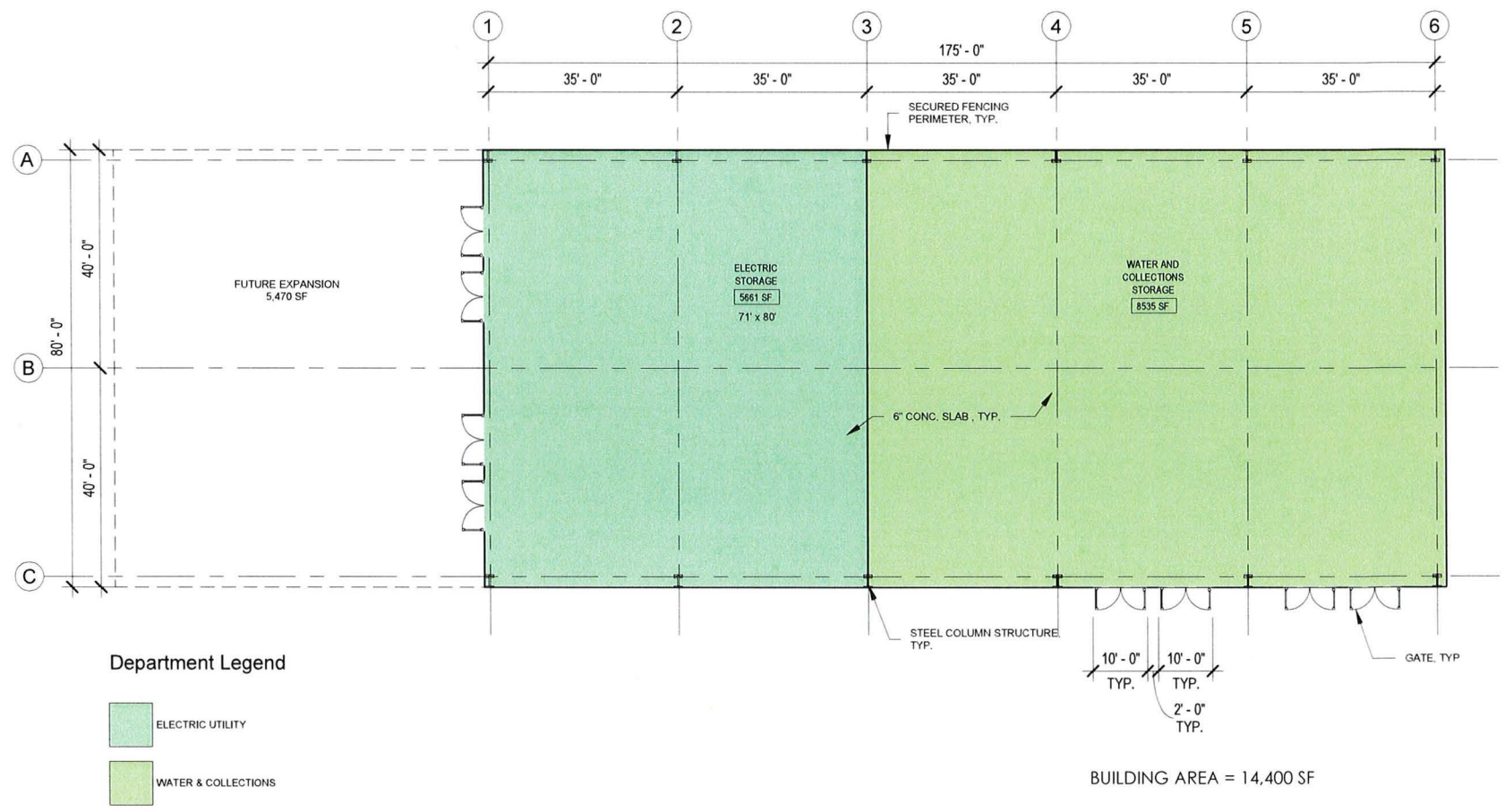


PUBLIC WORKS FACILITY - MOUNT DORA, FL











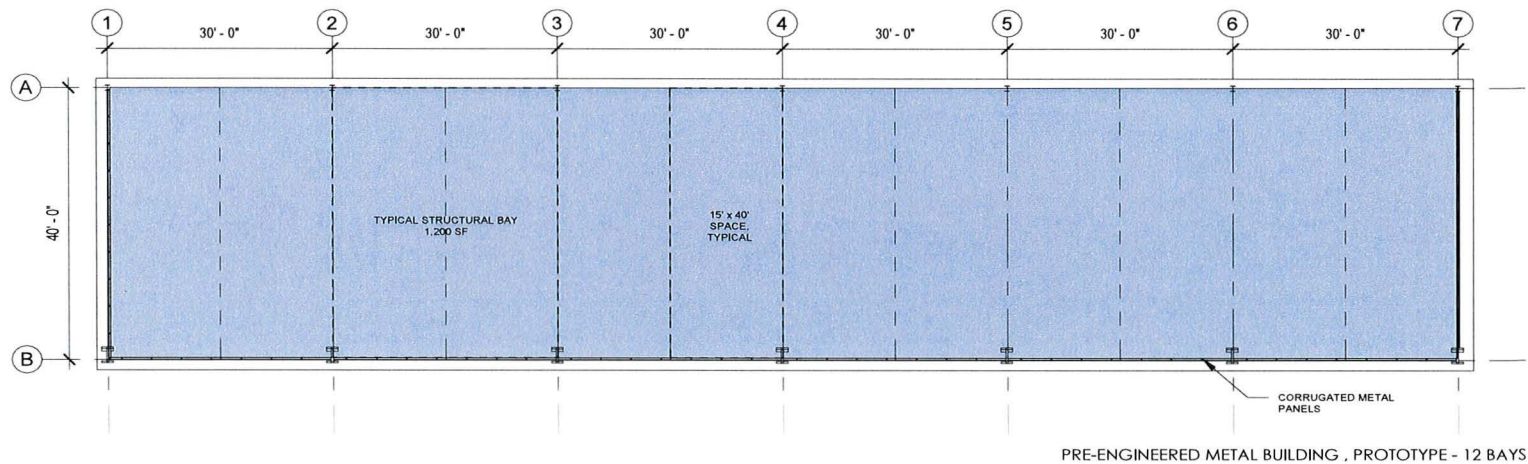
KEY PLAN
PRE-ENGINEERED METAL BUILDINGS

Department Legend

	CIRCULATION		LOGISTIC AND CONSTRUCTION MANAGEMENT
	ELECTRIC UTILITY		PUBLIC WORKS
	FACILITY SERVICES		STAFF SUPPORT
	FLEET		WATER & COLLECTIONS
	LEISURE SERVICES		

BUILDING LEGEND

- ① 6 BAY PEMB ON STABILIZED EARTH
- ② 3 BAY PEMB ON CONCRETE SLAB W/ CONTAINMENT CURB & OIL/WATER SEPERATOR
- ③ 12 BAY PEMB ON STABILIZED EARTH
- ④ 9 BAY PEMB ON STABILIZED EARTH
- ⑤ 13 BAY PEMB ON STABILIZED EARTH
- ⑥ 6 BAY PEMB ON CONCRETE SLAB







Cost Management Detail



Sort Sequence: 1. Sub 2. Major Item Code 3. Minor Item Code 4. Not Used
Estimate File: 202009_22002_SD_REV_02.est - MT DORA PUBLIC WORKS (SD,REVISED), M DORA, FL
Estimator: AJAX ESTIMATING Primary Project City: 67700 SF Secondary Project City: 1 FLRS
Estimate LHM: Imperial
Report includes Taxes & Insurance.

Description	Quantity	Unit	Total \$
NOTICE: This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!!			
Sub 00 GENERAL CONDITIONS & REQUIREMENTS			
Major Item Code 01300.000 GENERAL CONDITIONS			
Minor Item Code 01300.000 ADMINISTRATIVE REQUIREMENTS			
Project Manager	56.00 WEEK	3,610.27	202,175
Project Manager Vehicle Allowance	13.00 MO	642.00	8,346
Project Executive	56.00 WEEK	200.00	11,200
Project Executive Vehicle Allowance	12.00 WEEK	80.25	963
Operations Manager	56.00 WEEK	975.95	54,653
Operations Manager Vehicle Allowance	13.00 MO	187.25	2,434
General Superintendent	56.00 WEEK	975.95	54,653
General Superintendent Vehicle Allowance	13.00 MO	187.25	2,434
Full Time Project Superintendent	56.00 WEEK	3,911.25	219,030
Asst. Superintendent #1	45.00 WEEK	2,579.19	116,054
Full Time Project Engineer #1	56.00 WEEK	2,251.52	128,331
Project Accountant	56.00 WEEK	399.32	22,362
Jobsite Secretary	56.00 WEEK	1,460.20	81,771
Home Office Secretary	56.00 WEEK	150.00	8,400
Total Minor Item Code 01300.000 ADMINISTRATIVE REQUIREMENTS			\$912,816
Major Item Code 01300.000 GENERAL CONDITIONS			
Minor Item Code 01310.000 TRAVEL, PER DIEM, & RELOCATION			
Per Diem Expenses	13.00 MO	1,400.00	18,200
Travel Expenses	13.00 MO	1,070.00	13,910
Total Minor Item Code 01310.000 TRAVEL, PER DIEM, & RELOCATION			\$32,110
Minor Item Code 01320.000 CONSTRUCTION PROGRESS DOCUMENTATION			
Progress Photographs	13.00 MO	37.45	487
Video Taping	2.00 MO	259.00	500
Project Camera	12.00 MO	35.00	420
Aerial Photographs - 3 @ 8 x 10's	13.00 MO	125.00	1,625
Construction Schedule - P6	13.00 MO	75.00	975
Total Minor Item Code 01320.000 CONSTRUCTION PROGRESS DOCUMENTATION			\$4,007
Minor Item Code 01350.000 SPECIAL PROCEDURES			
Bid Advertisements	1.00 LS	1,337.50	1,338

Page 1

Concept Design Cost Estimate Summary

General Conditions & Requirements		\$1,634,388
Inventory Warehouse	23,900 sf.	\$5,694,757
Covered Storage	14,400 sf.	\$1,085,303
Rolling Asset Storage	29,400 sf.	\$2,444,519
Sitework	8+ acres	\$2,159,171
Future Fuel Station & Wash		\$ 11,000
Contingencies, Fees, Cost Escalation		\$3,498,487
Total		\$16,527,625



PUBLIC WORKS FACILITY - MOUNT DORA, FL

Fee Guide Calculator For AE Services

Instructions: Fill in probable construction cost at left and the calculations will automatically appear in the corresponding cells.

Project Name	Mount Dora Public Works Warehouse & Complex						
CONSTRUCTION COST FOR BUILDING (Site Work Not Included)	COMPLEXITY GROUP - PERCENTAGE						
	A	B	C	D	E	F	G
14,027,825	7.39%	6.94%	7.68%	6.49%	6.06%	5.62%	5.69%
CALCULATED FEE	\$1,036,288	\$973,511	\$1,077,902	\$910,317	\$849,540	\$788,333	\$938,383

GROUP DEFINITIONS

"A" - **CONSIDERABLY MORE THAN AVERAGE COMPLEXITY:** Complex Laboratories, Medical Hospitals

"B" - **MORE THAN AVERAGE COMPLEXITY:** Average Laboratories, Mental Hospitals, Simple Medical Hospitals, Clinics, Court Houses, Theatres, Complex University Buildings, Special Purpose Classrooms, Laboratory Classrooms, Libraries, Auditoriums, Museums, Air Terminals, Food Service Facilities, Specialized Detention Areas, Detention-Treatment Areas, Residences, Emergency Management Centers

"C" - **REPAIRS AND RENOVATIONS:** Miscellaneous Repairs and Renovations, Alterations to Office Space or Dormitory Space, Fire Code Corrective Work

"D" - **AVERAGE COMPLEXITY:** General Office Space, General Teaching Space, Gymnasiums, General Detention Living Facilities, Factory Buildings

"E" - **LESS THAN AVERAGE COMPLEXITY:** Apartment Buildings, Dormitory Buildings, Service Garages, Stadiums, Repetitive Design Facilities, Office Buildings With Undefined Interior Space (open for later partitioning), Specialized Parking Structures

"F" - **CONSIDERABLY LESS THAN AVERAGE COMPLEXITY:** Warehouses, Parking Garages, Storage Facilities

"G" - **BUILDING ENGINEERING SERVICES:** Mechanical, Electrical and Structural not exceeding \$1,000,000 in construction (Not including Site Civil)

ADDITIONAL SERVICES & EXPENSES:

The following services are considered Additional to Basic Services and are not included within the basic fee represented by the fee guides:

• Feasibility Studies/ Analysis

• LEED Consultation

https://www.dms.myflorida.com/business_operations/real_estate_development_and_management/building_construction/forms_and_documents/deg...

Professional Services

Basic Services

- Architectural Design & Detailing
- Structural Engineering
- Mechanical Engineering
- Plumbing & Fire Protection Engineering
- Electrical Engineering

Additional Services

- Civil Engineering
- Landscape Architecture
- Technology Systems Design & Engineering



PUBLIC WORKS FACILITY - MOUNT DORA, FL

EXHIBIT "B"

SUNSHINE LAW ANALYSIS

Cite	Summary of Authority	Notes
Florida Constitution, Article I, Section 24(b)	All meetings of any collegial public body of the executive branch of state government or of any collegial public body of a county, municipality, school district, or special district, at which official acts are to be taken <u>or at which public business of such body is to be transacted or discussed</u> , shall be open and noticed to the public.	Subsection (c) allows the Legislature to create exceptions so long as justified and to adopt rules of enforcement
Florida Statutes, Section 286.011	Specifies that (1) meetings of public boards or committees must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of any such meeting be taken	The Sunshine Law was established in 1967 and the early 70's brought case law interpretations which are still relied upon today
<i>City of Miami Beach v. Berns</i> , 245 So.2d 38 (Fla. 1971)	In interpreting the application of the Sunshine Law, the Court held that <u>a rule enacted for the public benefit should be liberally construed in favor of the public.</u> The statute may push beyond debatable limits in <u>order to block evasive techniques.</u> An informal conference <u>permits secret decisions</u> to a point just short of ceremonial acceptance. These matters are <u>fact specific</u> and must be <u>considered on a case by case basis.</u>	
<i>Hough, individually and as a member of the City Council of the City of North Miami v. Stembridge</i> , 278 So.2d 288 (Fla. 3 rd DCA 1973)	<u>A violation of the Sunshine Law occurs when the spirit, intent and purpose of the statute is violated.</u> The <u>obvious intent</u> of the Sunshine Law is to cover <u>any gathering of some members</u> of a public board where those members <u>discuss some matters</u> on which <u>foreseeable action may be taken</u> by the Board.	

Cite	Facts	Notes
Sunshine Law Manual, Part I C. What Meetings of Members of Boards are Covered? 3. Community forums sponsored by private organizations <i>City of Bradenton Beach v. Metz</i>, Case No.: 2017 CA 003581 (Fla. 12th Circuit August 9, 2019) Timely Appealed Voluntarily Dismissed in November 2020 Case remanded for attorney fee and cost award against Appellants	City filed a Declaratory Judgment action against members of its Planning and Zoning Board (City P&Z) and other City advisory board for a determination as to whether a Sunshine Law violation occurred. Concerned Citizens of Bradenton Beach (CNOBB) was a group of individuals organized as a grassroots citizen initiative with a mission and vision of dealing with parking solutions and concerns related to a proposed parking garage in the Bradenton Beach CRA. (T-9, 10) The City Attorney opined that the City P&Z would be tasked with reviewing the CRA plans as part of its duties. She cautioned members of the City P&Z from attending meetings of the CNOBB because of violations of the Sunshine Law. (T-various) Nonetheless, members of the City P&Z continued to attend meetings of and participate in the CNOBB meetings. (T-11, 12) The Court noted that at one of the meetings of the CNOBB (where members of the City P&Z were also present) an individual stated that it was the goal to prohibit construction of a parking garage in the City. (T-21) The meetings of the CNOBB did not have minutes revealing what was discussed or who attended.	

Cite	Holding	Notes
<i>City of Bradenton Beach v. Metz</i> , Case No.: 2017 CA 003581 (Fla. 12 th Circuit August 9, 2019)	(T-12, 13, 23) The Court focused on the portion of the Sunshine Law which states: <u>public business is transacted or discussed with emphasis on DISCUSSED.</u> (T-31) The meetings of the CNOBB while some were recorded and noticed, the meetings did not wholly comply with the specific and extensive requirements of the Sunshine Law. (T-31) The individuals who participated in these violations are good people who voluntarily contribute to their community by serving on advisory committees (T-31, 32) Civic involvement is a good thing. These individuals have a right to assemble; they have a right to free speech; and they have the right to be concerned about their City and feel passionate about changes that they feel are detrimental to their City; however, <u>once a person chooses to become part of a government advisory board (placing emphasis on the CHOICE to become a member), he/she is no longer just a spectator or outsider looking in. Rules and laws apply and these defendants did not follow those laws.</u>	Mr. Homich announced he was on the Planning Commission. There were other members of the Planning Commission present; however, it is unknown whether Mr. Homich knew whether the members were present. At the time, the matter was preliminary only because the final PUD had not yet come to the City of Mount Dora Planning Commission. Mr. Homich discussed his opinion related to the specific development that he knew or should have known would be coming back to the Planning Commission for consideration While the matter was publicly noticed, it was not properly noticed as an official meeting of the City of Mount Dora Planning and Zoning Commission, and while the meeting was recorded, minutes were not kept. The City did not treat the meeting as a "City Meeting". Rather, the developer was the host.

RECOMMENDATION

Cite	Summary of Authority	Notes
City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article VIII, Boards and Commissions, Section 2-234	Board Members appointed by the City Council serve at the pleasure of the City Council and may be removed at any time by the City Council when, in its sole and absolute discretion, determine that removal is necessary. -removal -suspension -mitigate the wrong	The Code does not specify a lesser penalty for advisory members; however, since the members serve at the pleasure of the City Council, a lesser action than removal is permitted. A consequence of a violation of the Sunshine Law is invalidation of action. There is no action to invalidate in this situation.
Florida Statutes, Section 286.012	If an official decision, ruling or act occurs in the context of a quasi-judicial proceeding, a member may abstain from voting on such matter if the abstention is to assure a fair proceeding free from potential bias or prejudice.	Require Mr. Homich to abstain from any future matters coming before Planning Commission related to the Mount Dora Groves project.



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 15, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request approval of Resolution No. 2022-15, Federal RAISE Grant Application for the Wekiva Trail Extension

Introduction:

This is a request for City Council to approve Resolution No. 2022-15, Federal RAISE grant application for the Wekiva Trail Extension.

Discussion:

On January 28, 2022, The U.S. Department of Transportation published a Notice of Funding Opportunity (NOFO) for \$1.5 billion in grant funding through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant program.

As a result, Lake County in conjunction with the City of Mount Dora and the City of Tavares, will be submitting a \$25M RAISE grant application for the Wekiva Trail Extension (Segments 1 and 5). Similar applications were submitted in 2020 and 2021 for this project under the same grant program, but they were not on the final approved grant recipients list. The new grant application will be submitted in April 2022 with updated information consistent with the grant requirements.

The Wekiva Trail Extension would convert the existing 11.5 miles of inactive CSX railroad corridor into a multi-use trail, from CR 437 in Sorrento to Wooten Park in Tavares. Segments 1 and 5 once completed, will provide further connections to the regional trail network to the east via the Seminole Wekiva Trail/Orange County West Orange Trail and to the west via the Tav-Lee trail.

Budget Impact:

The new grant criteria requires additional costs for the grant application consultant with a not to exceed amount of \$24,000. The City will commit to funding one-third of the cost of the grant application in GL # 001-5155-531-00-00, with the City of Tavares and Lake County

contributing the other two-thirds of the cost.

Lake County also requested the cities include cash flow language in the grant application committing to fund the estimated interest expense of \$40,000 over a 24 month period if a line of credit is used to cash flow the grant project costs. The City's share of the estimated interest expense will be included in the FY 2023-24 and FY 2024-25 for an amount not to exceed \$40,000 between the two fiscal years.

Strategic Impact:

Goal 1: Economic Development

Objective 1.2. Enhance mobility, connectivity, and expand trail network

Goal 3: Fiscal Resources / Human Resources

Objective 3.1. Identify and seek funding sources

Recommendation City Council approve Resolution No. 2022-15.

Attachment(s):

1. Attachment #1 - Overall Regional Wekiva Trail Map (ADA)

Prepared by: Misty Sommer, Economic Development Coordinator

Reviewed by: Tim Wilson, Economic Development Director

Amy Jewell, Leisure Services Director

Rita Meade, Deputy Finance Director

Sherry Sutphen, City Attorney

Jessica Burnham, City Clerk

Patrick Comiskey, City Manager

Approved - 3/1/2022

Approved - 3/4/2022

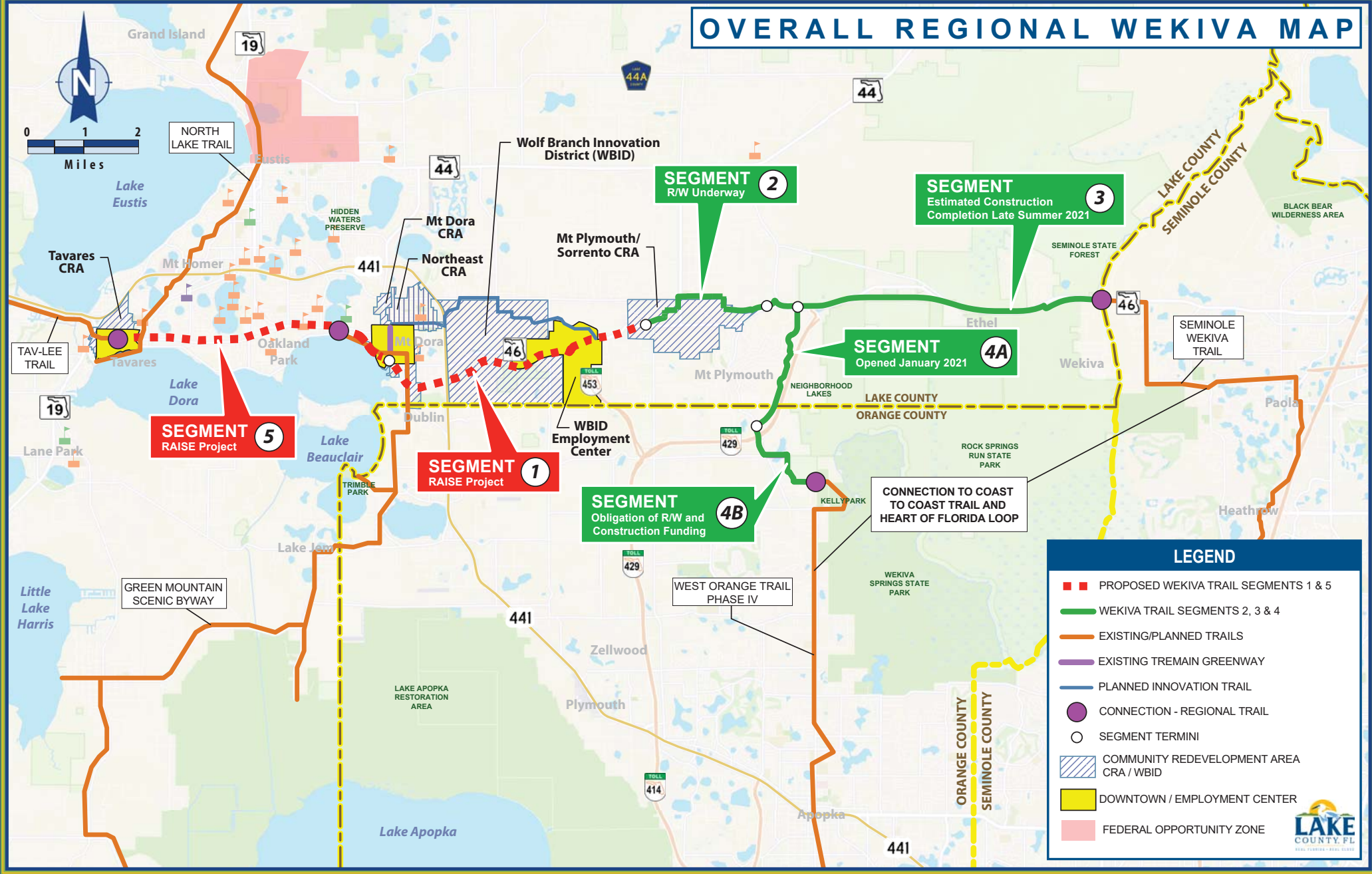
Approved - 3/4/2022

Approved - 3/9/2022

Approved - 3/9/2022

Final Approval - 3/9/2022

OVERALL REGIONAL WEKIVA MAP



RESOLUTION NO. 2022-15

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE 2022 REBUILDING AMERICA INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT FOR THE WEKIVA TRAIL EXTENSION PROJECT (SEGMENT 1 AND SEGMENT 5); PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF PRIOR RESOLUTIONS; PROVIDING FOR COMMITMENT TO SHARE IN FEES AND EXPENSES; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 18, 2020, the City of Mount Dora adopted Resolution No. 2020-29 to form an alliance with Lake County and the City of Tavares to advance the concept of rails to trails; and

WHEREAS, on June 1, 2021, the City adopted Resolution No.: 2021-60, wherein the City committed support for the submittal of the 2021 BUILD Grant application, to pay of a portion of the Grant application fees and to assist with the attendant costs associated with the Grant application; and

WHEREAS, the United States Department of Transportation (USDOT) announced that the 2022 BUILD Grant funding would now be available for national infrastructure investments under the Rebuilding America Infrastructure with Sustainability and Equity (RAISE) Grant program for projects that have a significant impact on the nation, a metropolitan area or a region; and

WHEREAS, the Wekiva Trail Extension Project – Segment 1 and Segment 5 (Project) is entirely located outside of the census-designated urbanized area, and is, therefore, considered by the US DOT as a rural project which may be awarded up to 100% in project costs; and

WHEREAS, Lake County has requested that the City of Mount Dora and the City of Tavares make a commitment to share in the application fees and interest expenses associated with the line of credit that will be used to cashflow the Project costs as necessary for the 2022 RAISE Grant; and

WHEREAS, the City of Mount Dora has determined that it is in the best interest of its citizens to further commit funding in support of the 2022 RAISE Grant in an effort to receive the desired funding for the Wekiva Trail Extension Project – Segment 1 and Segment 5.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Repeal of Prior Resolutions. City of Mount Dora Resolution No. 2021-60 is hereby repealed in its entirety.

SECTION 3. Commitment to Share Fees and Expenses.

A. The City of Mount Dora hereby supports the submittal of a 2022 RAISE Grant application, by Lake County, in an effort to receive funding for the Wekiva Trail Extension Project (Segment 1 and Segment 5).

B. The City of Mount Dora hereby agrees to pay one-third (1/3) of the cost of submitting the grant application which has been estimated by Lake County to be an amount not to exceed Twenty Four Thousand Dollars (\$24,000.00).

C. The City of Mount Dora hereby commits to share in the interest costs associated with the line of credit used by Lake County to cashflow the Wekiva Trail Extension Project (Segment 1 and Segment 5) costs for the RAISE Grant in an amount not to exceed Forty-Thousand Dollars (\$40,000.00)

D. In the event, Lake County is awarded a 2022 RAISE Grant for the Wekiva Trail Extension Project (Segment 1 and Segment 5), the City of Mount Dora hereby commits to working with Lake County and the City of Tavares in budgeting future funds to share in the cost of operation and maintenance of such trail improvements located within the boundaries of the City of Mount Dora, Florida.

SECTION 4. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. Savings Clause. All prior actions of the City of Mount Dora pertaining to the 2022 RAISE Grant for the Wekiva Trail Extension Project (Segment 1 and Segment 5), as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2022.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jessica Burnham, City Clerk

For the use and reliance of City of Mount Dora only.
Approved as to form and legal sufficiency.

Sherry G. Sutphen, City Attorney



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 15, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request approval of Final Reading of Ordinance No. 2022-04, Annexation for 6.96 Acres at US 441 and Bristol Lakes Road.

Introduction:

This is a request for City Council to approve the final reading of Ordinance No. 2022-04.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:

Further annexation descriptions and details are contained in Attachment #1 (Annexation Summary Report). The publication of legal advertisements contained in Attachment #2. The applicant has petitioned the City for annexation for a parcel (6.96 acres) located on the south side of US Highway 441 and east of Bristol Lakes Road. This application is in accompaniment with a Future Land Use Map (FLUM) amendment and rezoning application for a Planned Unit Development. The FLUM and planned unit development applications are being processed in concert under separate requests. This action is for annexation only.

The sequence of events leading to the presentation to the City Council are as follows:

The City Council at their regularly scheduled meeting held on March 1, 2022, recommended approval of the First Reading of Ordinance No. 2022-04 and hold hearing for the Second Reading and Final adoption.

The Development Review Committee (DRC) on January 26, 2022, reviewed and recommended approval of the annexation request and recommended it to forward to the City Council.

Budget Impact:

The City's ad valorem tax base will expand as the City Limits of the City are annexed in a logical pattern. Master Fee Schedule Resolution No. 2022-03 on January 18, 2022, waiving fees as an annexation incentive program. The annexation application fee of \$2,000.00 has been waived.

Strategic Impact:

The City's annexation program is consistent with Growth Management and Economic Development Goals for continuation of annexations of areas that are logical and fill in the logical and natural boundaries of the City Limits. GOAL 1: Economic Development; Objective 1.3. Attract new commercial businesses/residential development.

Recommendation City Council approve Final Reading and Adoption of Ordinance No. 2022-04.

Attachment(s):

1. Attachment 1 Annexation Summary Report (ADA)
2. Attachment 2 Legal Ad Publications (ADA)
3. Ordinance No 2022-04 Simpson (Final).SGS
4. Exhibit A Property Depiction Map

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen , City Attorney
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 3/9/2022

Approved - 3/9/2022

Final Approval - 3/9/2022



CITY OF MOUNT DORA

Planning and Development

510 N. Baker St.

Mount Dora, FL 32757

352-735-7113

Fax: 352-735-7191

E-mail: plandev@cityofmoundora.com

ANNEXATION SUMMARY REPORT Simpson Family Partnership, LTD

Report Date:

March 1, 2022

Reference/Support:

Section 1.3, *LDC*

Chapter 171, *Florida Statutes*

Mount Dora and Lake County Joint Planning Agreement (JPA)

Site Summary:

Owner: Simpson Family Partnership, LTD
Applicant: The Huber Group, LLC
Existing Use: Vacant Land
JPA: Yes
Proposed Use: Self-Storage and Retail/Offices
Future Land Use: County Regional Office
Proposed FLU: City Commercial/Office/Conservation
Current Zoning: County C-1
Proposed Zoning: City PUD
City Council District: District 5
Site Area: 6.96 +/- acres

Surrounding Property Table:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County/City	Comm/Low Den Res	C-1/PUD	Orange Groves/ Country Club
South	City	High Den Res	R-3	Bristol Lakes
East	City	Commercial	C-3	Seven Waters/ Hampton Inn Hotel
West	County	Regional Office	Ag	Orange Groves

Analysis:

The applicant has petitioned the City for annexation for a parcel located on the south side of US Highway 441 and east of Bristol Lakes Road. This application is in accompaniment with a Future Land Use Map (FLUM) amendment and rezoning application for a Planned Unit Development. The FLUM and planned unit development applications are being processed in concert under separate requests. This action is for annexation only.

The site directly borders the City limits on all sides. The annexation will complete the existing jurisdiction enclave. The site is located in the City's Joint Planning Area (JPA) and eligible for annexation.

Public Hearing Schedule:

JPA Notice to Lake County: January 5, 2022

Notice to Lake County BCC [Ch. 171.044(3) F.S]: February 14, 2022

Non-Legal Ad (1): February 25, 2022

Non-Legal Ad (2): March 4, 2022

Ordinance Enactment Legal Ad: March 4, 2022

Notice after adoption per 171.044(3) F.S.: Date to be scheduled

Public Hearing Schedule:

DRC: January 26, 2022

City Council 1st Reading: March 1, 2022

City Council 2nd Reading/Adoption: March 15, 2022

Vicinity Map

Legend

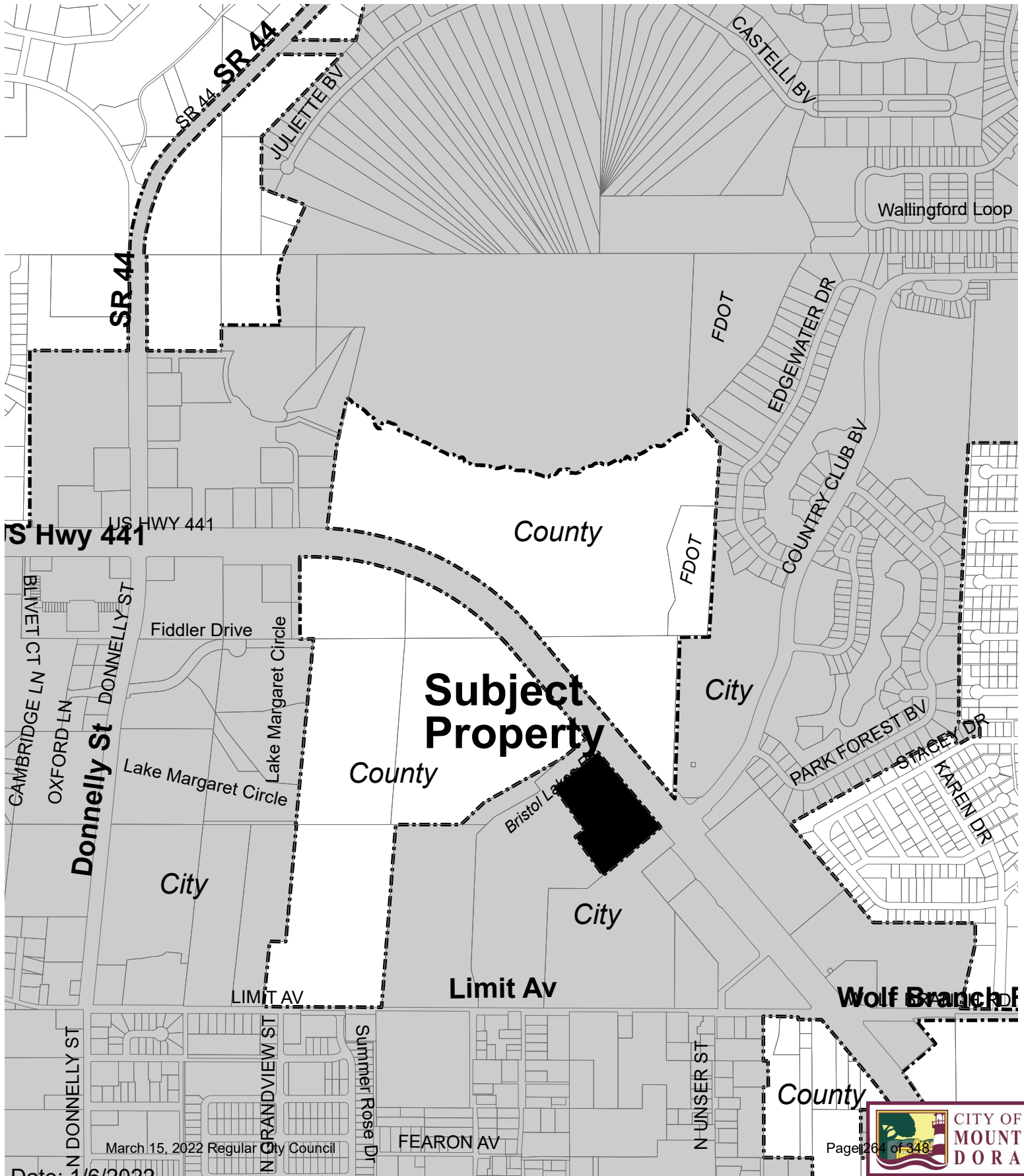
 Subject Property

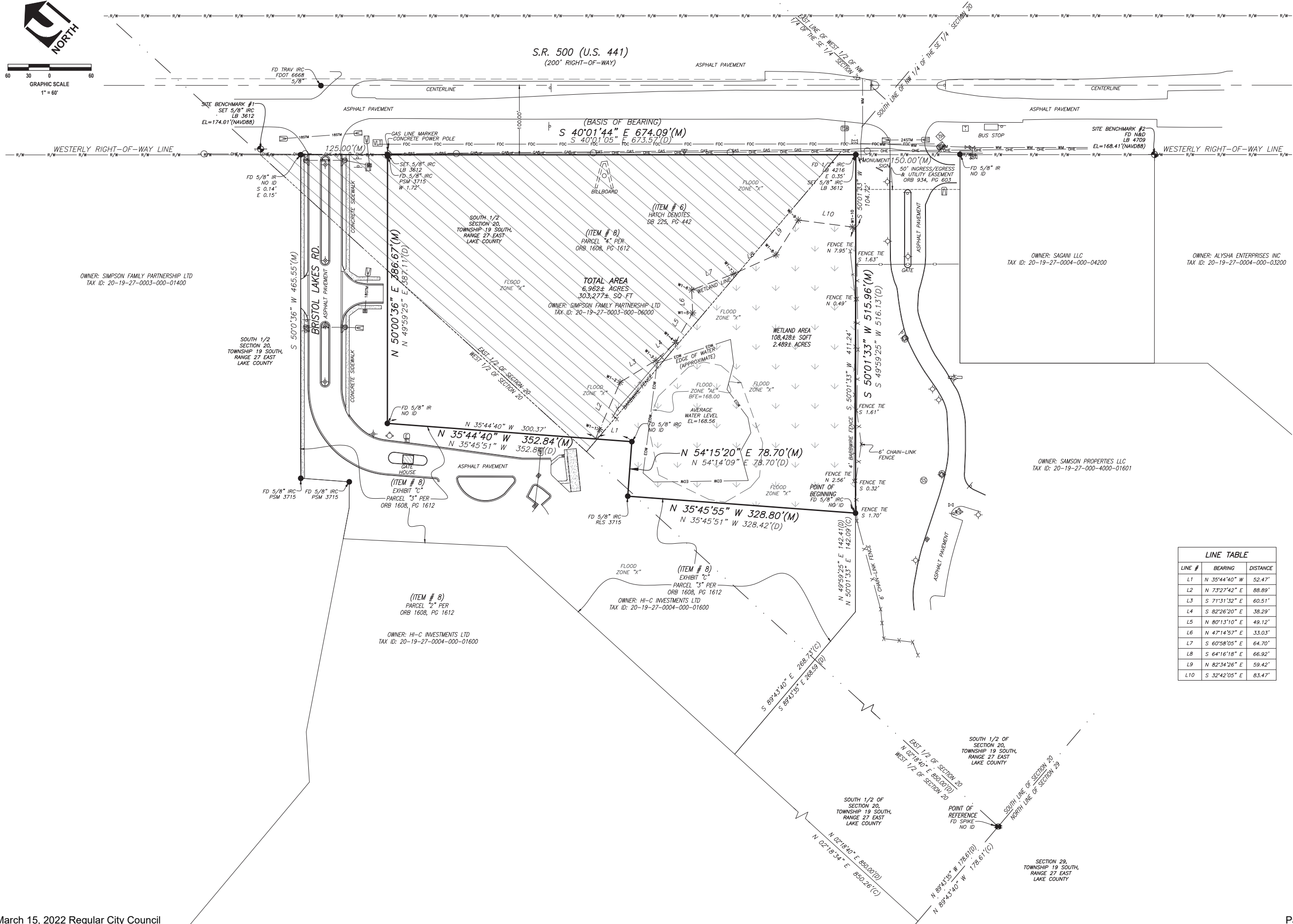
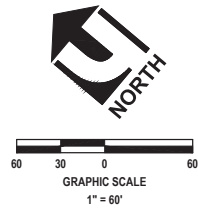
 City Limits

N



N.T.S.





LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 35°44'40" W	52.47'
L2	N 73°27'42" E	88.89'
L3	S 71°31'32" E	60.51'
L4	S 82°26'20" E	38.29'
L5	N 80°13'10" E	49.12'
L6	N 47°14'57" E	33.03'
L7	S 60°58'05" E	64.70'
L8	S 64°16'18" E	66.92'
L9	N 82°34'26" E	59.42'
L10	S 32°42'05" E	83.47'



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SEE CERTIFICATION FOR
SURVEYOR SIGNATURE

SURVEY
MAP

THIS MAP IS NEITHER FULL NOR
COMPLETE WITHOUT THE REPORT

TYPE OF SURVEY: ALTA / NSPS LAND TITLE,
TOPO & TREE SURVEY
MAP SUBJECT: PARCEL ID# 20-19-27-0003-000-06000
ADDRESS: BRISTOL LAKES RD
MOUNT DORA, FLORIDA

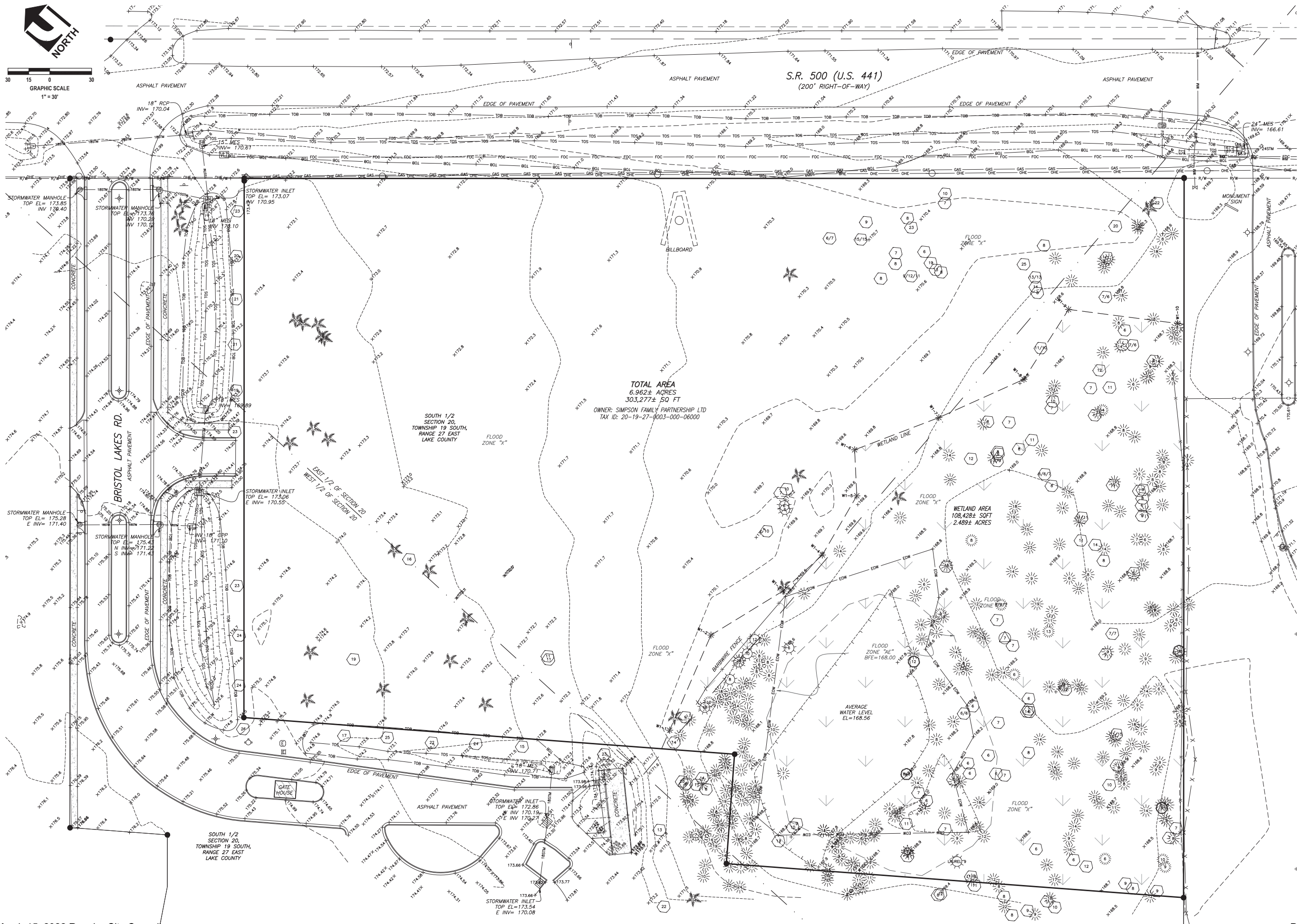
LOCATION No: 19-27-20
PROJECT No: 210706
FIELD WORK BY: JAE
DATE: 08/17/2021
OFFICE WORK BY: --
DATE: 10/25/2021
FIELD BOOK & PG: ## - ##
SCALE: 1" = 60'

SHEET NUMBER:

265-1346



GRAPHIC SCALE
1" = 30'



March 15, 2022 Regular City Council

Page 266 of 346
SHEET 2 OF 3

UPHAM
CIVIL ENGINEERING-SURVEYING-LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB# 0003612

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SEE CERTIFICATION FOR
SURVEYOR SIGNATURE

SURVEY
MAP

THIS MAP IS NEITHER FULL NOR
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TYPE OF SURVEY: ALTA / NSPS LAND TITLE,
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FIELD WORK BY: JAE
DATE: 08/17/2021
OFFICE WORK BY: --
DATE: 10/25/2021
FIELD BOOK & PG: ## - ##
SCALE: 1" = 30'
SHEET NUMBER:

ABBREVIATIONS / LEGEND

#	MORE OR LESS	CM...	4"x4" CONCRETE MONUMENT (AS NOTED)	▽	GAS LINE MARKER	⬮	BENCHMARK
A/C	AIR CONDITIONING	IRC...	IRON ROD & CAP (AS NOTED)	⊗	GAS METER	⊗	WETLAND FLAG
ALTA	AMERICAN LAND TITLE ASSOCIATION	IR...	IRON ROD (NO ID)	⊗	GAS VALVE	⊗	BORING ID NUMBER
ADA	AMERICAN DISABILITY ACT	N&D...	NAIL & DISK (AS NOTED)	⊗	REUSE BACKFLOW PREVENTER	⊗	BORING ELEVATION
BFE	BASE FLOOD ELEVATION	N&W...	NAIL & WASHER (AS NOTED)	⊗	REUSE SERVICE STUB	⊗	EXISTING SOFT ELEVATION
BLDG	BUILDING	IPC...	IRON PIPE & CAP (AS NOTED)	⊗	REUSE WATER METER	⊗	EXISTING HARD ELEVATION
BTM	BOTTOM	IP...	IRON PIPE (NO ID)	⊗	REUSE WATER VALVE	⊗	
(C)	CALCULATED	MP...	METAL PIPE (AS NOTED)	⊗	GREASE TRAP MANHOLE	⊗	
CA	CENTRAL ANGLE	PKD...	PARKER-KALON MAGNETIC NAIL & DISK (AS NOTED)	⊗	LIFT STATION	⊗	
CHORD LENGTH	CHORD BEARING	SPK...	RAILROAD SPIKE (NO ID)	⊗	CLEANOUT	⊗	
CHB	CORRUGATED METAL PIPE	NAIL...	NAIL IN PAVEMENT (NO ID)	⊗	SANITARY SEWER MANHOLE	⊗	
CMP	CORRUGATED PLASTIC PIPE	X-CUT...	SURVEYOR'S X-CUT	⊗	SANITARY SEWER VALVE	⊗	
CONC	CONCRETE	ADA / HANDICAP SYMBOL		⊗	FIBER OPTIC CABLE MARKER	⊗	
CR	COUNTY ROAD	BICYCLE LANE SYMBOL		⊗	FIBER OPTIC PEDESTAL	⊗	
(D)	DESCRIPTION OR DEED	THRU LANE ARROW		⊗	TELECOM BOX	⊗	
DP	DUCTILE IRON PIPE	TURN LANE ARROW		⊗	TELECOM MANHOLE	⊗	
FD	FOUND	MAIL BOX		⊗	TELECOM LINE MARKER	⊗	
EL	ELEVATION	MONITORING / OBSERVATION WELL		⊗	TELECOM PEDESTAL	⊗	
EDP	EDGE OF PAVEMENT	PUMP		⊗	CABLE TV PEDESTAL	⊗	
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE	SATELLITE DISH		⊗	BACTERIOLOGICAL SAMPLE POINT	⊗	
ESMT	EASEMENT	SIGN		⊗	END-CAP	⊗	
FAC	FLORIDA ADMINISTRATIVE CODE	TRAFFIC SIGNAL BOX		⊗	11" BEND	⊗	
FOEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	TRAFFIC SIGNAL POLE		⊗	22" BEND	⊗	
FONR	FLORIDA DEPARTMENT OF NATURAL RESOURCES	WOOD LIGHT POLE		⊗	45° BEND	⊗	
FOOT	FLORIDA DEPARTMENT OF TRANSPORTATION	CONCRETE LIGHT POLE		⊗	90° BEND	⊗	
FFE	FEDERAL EMERGENCY MANAGEMENT AGENCY	FIBERGLASS LIGHT POLE		⊗	TEE	⊗	
FIRM	FLOOD INSURANCE RATE MAP	METER-END SECTION		⊗	CROSS	⊗	
FL	FLORIDA	STORMWATER MANHOLE		⊗	HOSE BIB	⊗	
FPBL	FLORIDA POWER & LIGHT	STORM INLET / CATCH BASIN		⊗	BLOW-OFF VALVE	⊗	
GNSS	GLOBAL NAVIGATION SATELLITE SYSTEM	YARD DRAIN		⊗	BACKFLOW PREVENTER	⊗	
HOPE	HIGH DENSITY POLYETHYLENE PIPE	ELECTRIC BOX		⊗	DOUBLE DETECTOR CHECK VALVE	⊗	
ID	IDENTIFICATION	ELECTRIC LINE MARKER		⊗	FIRE DEPARTMENT CONNECTION	⊗	
INV	INVERT ELEVATION	ELECTRIC PANEL		⊗	FIRE HYDRANT	⊗	
LB	LENGTH	ELECTRIC PEDESTAL		⊗	POST INDICATOR VALVE	⊗	
LC	LICENSED BUSINESS	ELECTRIC METER		⊗	REDUCER	⊗	
LF	LICENSED CORPORATION	GUY ANCHOR		⊗	WATER METER	⊗	
LLC	LIMITED LIABILITY COMPANY	CONCRETE POWER POLE		⊗	WATER SERVICE STUB	⊗	
LS	LICENSED SURVEYOR	METAL POWER POLE		⊗	WATER VALVE	⊗	
(M)	FIELD MEASURED	WOOD POWER POLE		⊗	WELL	⊗	
MB	MAP BOOK	TRANSFORMER PAD		⊗	AIR RELEASE VALVE	⊗	
MES	METERED-END SECTIO			⊗	UNKNOWN MANHOLE	⊗	
MPH	MILES PER HOUR			⊗	UNKNOWN UTILITY PEDESTAL	⊗	
NAD83	NORTH AMERICAN DATUM OF 1983			⊗	UTILITY VAULT (AS NOTED)	⊗	
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988			⊗		⊗	
NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929			⊗		⊗	
No.	NUMBER			⊗		⊗	
NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS			⊗		⊗	
ORB	OFFICIAL RECORD BOOK			⊗		⊗	
(P)	REFERS TO PLAT OF RECORD			⊗		⊗	
PC	POINT OF CURVE			⊗		⊗	
PCC	POINT OF COMPOUND CURVE			⊗		⊗	
PCP	PERMANENT CONTROL POINT			⊗		⊗	
PG(S)	PAGES			⊗		⊗	
PCC	POINT ON CURVE			⊗		⊗	
PRC	POINT OF REVERSE CURVE			⊗		⊗	
PRM	PERMANENT REFERENCE MONUMENT			⊗		⊗	
PSM	PROFESSIONAL SURVEYOR AND MAPPER			⊗		⊗	
PT	POINT OF TANGENCY			⊗		⊗	
PVC	POLYVINYL CHLORIDE			⊗		⊗	
R	RADIUS			⊗		⊗	
RCP	REINFORCED CONCRETE PIPE			⊗		⊗	
R/S	REGISTERED LAND SURVEYOR			⊗		⊗	
R/W	RIGHT-OF-WAY			⊗		⊗	
SF	SQUARE FEET			⊗		⊗	
SURWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT			⊗		⊗	
SR	STATE ROAD			⊗		⊗	
STY	STATE PLANE			⊗		⊗	
SP	STATE PLANE			⊗		⊗	
TELECOM	TELECOMMUNICATIONS			⊗		⊗	
TYP	TYPICAL			⊗		⊗	
US	UNITED STATES			⊗		⊗	
USACE	UNITED STATES ARMY CORP OF ENGINEERS			⊗		⊗	
VCP	VITRIFIED CLAY PIPE			⊗		⊗	

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:

COMMITMENT No. 1093444 COMMITMENT DATE: MAY 31, 2021 @ 11:00 PM

EXCEPTIONS OF SCHEDULE B - SECTION 2			
ITEM #	GENERAL DESCRIPTION	RECORD DOCUMENT PROVIDED	COMMENTS (SEE GENERAL NOTES 10.H)
1-5	STANDARD EXCEPTIONS	--	INTENTIONALLY OMITTED (H-4)
6	RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN DEED	DEED BOOK 225, PG 442	INCLUDES SUBJECT PROPERTY PLOTTED AS SHOWN (H-1) HATCH DENOTES AFFECTED AREAS
7	INTERLOCAL AGREEMENT	ORB 1115, PG 2012	INCLUDES SUBJECT BUT IS NOT PLOTTABLE (H-2)
8	DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENT	ORB 1608, PG 1612	INCLUDES SUBJECT PROPERTY PLOTTED AS SHOWN (H-1) PROPERTY IS REFERENCED AS PARCEL "4" WITHIN THIS DOCUMENT (PLOTTED AS SHOWN) INGRESS AND EGRESS EASEMENTS REFER TO EXHIBIT "C" (PLOTTED AS SHOWN) STORM WATER AND DRAINAGE EASEMENT REFERS TO EXHIBIT "D" AND IS AMBIGUOUS (UNABLE TO PLOT)
9	APPARENT UNRECORDED BILLBOARD LEASE	--	INTENTIONALLY OMITTED (H-5)

TREE LEGEND

SIZE DENOTED IN SYMBOL

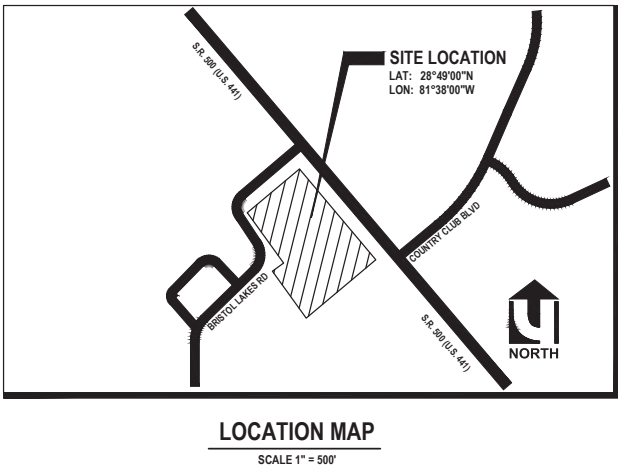
ASH	BAY	CAMPBELL	CEDAR	CHINABERRY	CHERRY	CITRUS	CYPRESS	ELM	SWEETGUM	HACKBERRY	HICKORY	HOLLY	JUNIPER	MAGNOLIA	MAPLE	MYRTLE	OAK	LAUREL OAK	LIVE OAK	PALM	PINE	SYCAMORE	MISC. 1	MISC. 2	MISC. 3	UNKNOWN
⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗

⊗ DENOTES SIZE

LEGAL DESCRIPTION:

THAT PART OF THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20; RUN THENCE N 89°43'35" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 178.61 FEET TO A LINE, SAID LINE BEING 178.50 FEET FROM AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE N 02°18'40" E ALONG SAID LINE, 850.00 FEET; THENCE S 89°43'35" E, PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 A DISTANCE OF 268.59 FEET; THENCE N 49°59'25" E, 142.41 FEET TO THE POINT OF BEGINNING; THENCE N 35°45'51" W, 328.42 FEET; THENCE N 54°14'09" E, 78.70 FEET; THENCE N 35°45'51" W, 352.84 FEET; THENCE N 49°59'25" E, 387.11 FEET TO THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 441; THENCE S 40°01'05" E, 673.57 FEET ALONG SAID RIGHT-OF-WAY TO A POINT THAT LIES N 49°59'25" E OF THE POINT OF BEGINNING; THENCE S 49°59'25" W, 516.13 FEET TO THE POINT OF BEGINNING.



ALTA / NSPS SPECIFICATIONS:

MINIMUM REQUIREMENTS AS REQUESTED BY CLIENT

TABLE A	
ITEM #	SURVEYOR'S COMMENTS
1	MONUMENTS SHOWN ON MAP
2	SEE TITLE BLOCK FOR CURRENT ADDRESS
3	FLOOD ZONE INFORMATION (SEE GENERAL NOTE 4)
4	PROJECT AREAS SHOWN ON MAP
5	AS SHOWN ON MAP (SEE NOTE 6 FOR BENCHMARK REFERENCE)
7(e)	NO EXISTING BUILDING ON SUBJECT PROPERTY
8	SUBSTANTIAL FEATURE OBSERVED AS SHOWN ON MAP
9	NO STRIPING EXISTS ON-SITE
11	VISIBLE UTILITIES AS SHOWN ON MAP (SEE NOTE 9.F.1)
13	TAX PARCEL INFORMATION AS SHOWN ON MAP (SEE NOTE 9.D)
16	NO OBSERVED EVIDENCE OF RECENT EARTHWORK ON-SITE

GENERAL NOTES AND SURVEY REPORT:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE GRID, NORTH AMERICAN DATUM OF 1983 (NAD83) WITH 2011 ADJUSTMENT AS DERIVED FROM THE LENGEMANN NETWORK, A TOPCON GNSS NETWORK. AS A REFERENCE FOR THIS SURVEY, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 500 (U.S. 441) HAS A BEARING OF (S 40°01'44" E).
- LEGAL DESCRIPTION PER TITLE COMMITMENT.
- MEASURED DIMENSIONS ARE DENOTED (M), WHEN DIFFERS FROM RECORDED/DESCRIBED DIMENSIONS. DIMENSIONS INDICATED HEREON ARE IN U.S. STANDARD FEET AND DECIMAL PART THEREOF, UNLESS OTHERWISE NOTED HEREON.
- FLOOD PLAIN CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), MAP NUMBER 12068C0359E. COMMUNITY: CITY OF MT. DORA, DATED: DECEMBER 18, 2012. THE PROPERTY IS IN FLOOD ZONE "X" AND ZONE "AE" WITH A BASE FLOOD ELEVATION OF 168 FT.
- ACCURACY STATEMENT: THE EXPECTED ACCURACY OF THE CONTROL TO ESTABLISH THE BOUNDARY OF THE SUBJECT PROPERTY IS COMMERCIAL. THE CLOSURE OF THE TRAVERSE FOR THIS PROJECT EXCEEDS 1:10,000.
- DATA SOURCES: VERTICAL DATA PER FOUND FDOT BENCHMARK MONUMENT DESIGNATED BM-320 PUBLISHED ELEVATION 167.13 FEET NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88).
- MEASUREMENT METHODS: HORIZONTAL AND VERTICAL MEASURES MADE BY ONE OR MORE OF THE FOLLOWING INSTRUMENTS: TOPCON INSTRUMENTS GPT-3003W, SOKKIA GRX-1 GPS INSTRUMENTS, TOPCON FC500 DATA COLLECTOR USING MAGNET SOFTWARE, PAL-2 LUFKIN STEEL TAPE, CST STEEL TAPE, STEEL HIGHWAY CHAIN, CST & LUFKIN FIBERGLASS TAPE FOR DIMENSIONS FOR BUILDINGS.
- LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.
 - FDOT RIGHT-OF-WAY MAP - PROJECT: 4293561 - 11010, DATED: MAY 20, 2016
- THE SUBJECT PROPERTY APPEARS TO BE AT LEAST 100.00 FEET, AS MEASURED PERPENDICULARLY FROM THE CENTERLINE OF OF THE RIGHT-OF-WAY FOR STATE ROAD No. 500 (A 200 FOOT RIGHT-OF-WAY).
- LIMITATIONS:
 - ALL INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY AND OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR PER TITLE COMMITMENT AS SHOWN HEREON. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. IF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER.
 - IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM, FROM WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM, DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYOR'S OPINION.
 - THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. ADDITIONAL SEALED ORIGINALS MAY BE PURCHASED UP TO SIX MONTHS AFTER THE DATE OF THE INVOICE. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE WILL BE A SURCHARGE FOR THEM. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY.
 - TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAMES AND ADDRESS WHEN SHOWN SHOWN IS EITHER SUPPLIED BY CLIENT AND/OR TAKEN FROM COUNTY APPRAISER'S INTERNET WEB PAGE AND MAY NOT BE THE MOST CURRENT.
 - SPECIAL PURPOSE SURVEYS WHEN IDENTIFIED AS TYPE OF SURVEY:
 - WHEN TREES AS SHOWN ON THE SURVEY IT IS FOR THE LOCATION OF THE TREES 6" INCHES DIAMETER AND ABOVE TREES TAKEN APPROXIMATELY 4 TO 4-1/2 FEET ABOVE GROUND LEVEL TREE IDENTIFICATION OTHER THAN LOCATION AND SIZE, SEE AN ARBORIST.
 - JURISDICTIONAL WETLANDS WHEN SHOWN WERE LOCATED FROM FLAGS/MARKS BY BIOLOGIST / ENVIRONMENTALIST. AND THE DETERMINATION OF WETLANDS ARE OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER.
 - ARCHAEOLOGICAL FEATURES WHEN SHOWN WERE LOCATED FROM OBJECTS IDENTIFIED BY OTHERS AND THE DETERMINATION OF WHAT CONSTITUTES A ARCHAEOLOGICAL FEATURES IS OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER.
 - WILDLIFE CORRIDORS OR HABITATS WHEN SHOWN WERE LOCATED FROM OBJECTS IDENTIFIED BY WHAT CONSTITUTES A WILDLIFE CORRIDORS OR HABITATS IS OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER
 - GEOTECHNICAL BORINGS SHOWN AS MARKED AND FIELD LOCATED.
 - AS-BUILT / RECORD SURVEYS WHEN IDENTIFIED AS TYPE OF SURVEY:
 - WHEN UNDERGROUND UTILITIES, SUCH AS UNDERGROUND CABLES, GAS MAINS, WATER MAINS, SANITARY SEWER SYSTEMS AND STORM COLLECTIONS SYSTEMS ARE SHOWN. THE LIMITS OF THIS SURVEY INCLUDE VISIBLE STRUCTURES / IMPROVEMENTS IN COMBINATION WITH AS-BUILT / RECORD DRAWINGS SUPPLIED BY OTHERS.
 - WHEN THE PERCENTAGE OF SLOPES ARE SHOWN IT IS BASED ON THE INVERTS BETWEEN VISIBLE STRUCTURES. THIS SURVEY DOES NOT INCLUDE VIDEO PIPELINE INSPECTIONS. VERIFICATION OF LINE OF SITE HAS NOT BEEN VERIFIED. THIS SURVEYOR SUGGESTS VIDEO PIPELINE INSPECTION BY A PROFESSIONALS PROVIDING SERVICE OF THAT SPECIALTY.
 - THIS SURVEYOR SUGGESTS VIDEO PIPELINE INSPECTION BY A PROFESSIONAL PROVIDING SERVICE OF THAT SPECIALTY.
 - TOPOGRAPHIC SURVEY:
 - CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN 100 FOOT GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.
 - OFF-SITE TOPOGRAPHIC INFORMATION SHOWN IS BASED ON THE REQUEST BY THE CLIENT AND OR THE CLIENT'S AGENT, BEING AN ARCHITECT OR ENGINEER.
 - "AFFECT" AS USED HEREON REFERS TO AN ITEM BEING LOCATED ON OR INCLUDES THE SUBJECT PARCEL. "DOES NOT AFFECT" AS USED HEREON REFERS TO THE ITEM BEING LOCATED OFF THE SUBJECT PARCEL. ANY OTHER USE OF THE ABOVE TERMINOLOGY IS A MATTER OF LAW AND OUTSIDE THE EXPERTISE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
 - AFFECTS THE PROPERTY AND IS DEPICTED ON THE SURVEY
 - AFFECTS THE PROPERTY BUT IS NOT PLOTTABLE
 - DOES NOT AFFECT THE PROPERTY
 - IS NOT A SURVEY MATTER
 - DOCUMENTATION NOT PROVIDED TO SURVEYOR

SURVEYOR'S CERTIFICATION:

CERTIFIED FOR THE EXCLUSIVE USE OF AS FOLLOWS:

Huber Group, LLC
Old Republic National Title Insurance Company
Icardi & Icardi, PA

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA / NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7a, 8, 9, 11, 13 AND 16 OF TABLE "A" THEREOF.

DATE OF FIELD WORK: 08/17/2021

THIS ITEM HAS BEEN SIGNED AND SEALED ON THE DATE AND TIME AS SHOWN HEREON; NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER; FLORIDA ADMINISTRATIVE CODE 5J-17.062

Digitally signed by MICHAEL E AWAD
Date: 2021.10.27 17:04:53 -04'00'
DATE: 10/25/2021



CITY OF
MOUNT
DORA

ANNX22-01
19630 US HWY 441

City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
Fax: 352-735-7191
E-mail: plandev@cityofmountdora.com

VOLUNTARY ANNEXATION APPLICATION

Date : 12/30/21

1. Applicant's Name: Donald Huber
Company's Name: The Huber Group, LLC
Address: PO Box 730
City, State & Zip: Windermere, FL. 34786
Phone: 407-909-0600 E-mail: dhuber@cfl.rr.com
2. Owner's Name: Robert Simpson
Company's Name: Simpson Family Partnership, LTD
Address: 445 Limit Ave
City, State & Zip: Mt. Dora, FL. 32757
Phone: _____ E-mail: Bob@rsimpson.co
3. The property generally located (list adjacent streets): US 441 S. Bristol Lakes Rd.
and Country Club Blvd
4. The address(s) of the property: N/A
5. Alt Key(s): 3884342
6. Size of property in Acres: 6.962 Square Feet: 303,277
7. Does property have, or will it have City Water and Sewer?
Yes

8. Does property have, or will it have Well or Septic Tank?

Well for irrigation

9. Current Zoning District (County): C-1

10. Future Land Use Category (County): Regional Office

11. Requested Zoning District (City): PUD - Commercial, Office, Conservation

12. Requested Future Land Use Category (City): _____

13. Present use and structures on the property (list number of residential dwelling units):

Vacant Land with Billboard

CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal pursuant to the City's Land Development Code and Florida Statutes. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

Ralet L. Dwyer
Owner(s) of Record Signature(s)

12/30/2021
Date

OWNER AUTHORIZATION FORM

FOR THE MT. DORA SELF STORAGE PROJECT LOCATED AT US-441 AND BRISTOL LAKES RD, CITY OF MOUNT DORA, FL:

I/WE, SIMPSON FAMILY PARTNERSHIP LTD, AS THE LEGAL AUTHORITY OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, LAKE COUNTY PARCEL No. 20-19-27-003-000-06000 (ALT. KEY: 3884342), DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT(S) DONALD HUBER AND/OR ALLAN BRADLEY OF HUBER GROUP, LLC, TO EXECUTE AND/OR SUBMIT ANY APPLICATIONS, PETITIONS, OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS: CITY OF MOUNT DORA ANNEXATION, CITY OF MOUNT DORA FUTURE LAND USE AMENDMENT SMALL SCALE, CITY OF MOUNT DORA PLANNED UNIT DEVELOPMENT (PUD) APPLICATION(S), AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Robert L. Simpson
Signature of Property Owner

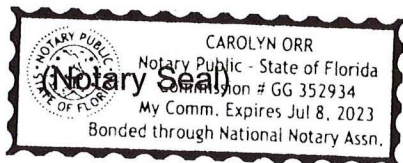
Date: 1/13/2022

Simpson Family Partnership LTD
Print Name Property Owner

STATE OF FLORIDA :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this 13th day of January 2022 by Robert L. Simpson. He/she is personally known to me or has produced as identification and ~~did~~ did not take an oath.

Witness my hand and official seal in the county and state stated above on the 13th day of January 2022, in the year 2022.



[Signature]
Signature of Notary Public
Notary Public for the State of Florida

My Commission Expires: July 8, 2023

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule A

Transaction Identification Data for reference only:

Commitment Number: 1093444	Revision Number: None	Issuing Office File Number: 2021-12	Issuing Office: 152501
Property Address: Bristol Lakes Road Mount Dora, FL 32757	Loan ID Number: N/A	ALTA Universal ID: None	Issuing Agent: Icardi & Icardi, P.A.

1. Commitment Date: **May 31, 2021 at 11:00 PM**
2. Policy to be Issued:
OWNER'S: ALTA Owner's Policy (06/17/06). (With Florida Modifications)
Proposed Insured: The Huber Group
MORTGAGEE:
Proposed Insured:
MORTGAGEE:
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE** (Identify estate covered, i.e., fee, leasehold, etc.)
4. Title to the estate or interest in the Land is at the Commitment Date vested in:
Simpson Family Partnership, LTD, a Florida limited partnership
5. The Land is described as follows:
See Exhibit A

Old Republic National Title Insurance Company
400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111



AUTHORIZED SIGNATORY

Icardi & Icardi, P.A.
152501

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-I

Issuing Office File Number: 2021-12

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Warranty Deed from Simpson Family Partnership, LTD, a Florida limited partnership to the proposed insured purchaser(s).
5. An update of the title search must be completed just prior to the closing and the commitment must be endorsed to require clearance of, or take exception for, any additional title defects or adverse matters found.
6. Satisfactory evidence must be furnished establishing that The Huber Group is duly organized, validly existing, and in good standing under the laws of the jurisdiction of formation from the date of acquisition through the date of transfer.
7. Satisfactory evidence must be furnished establishing that Simpson Family Partnership, LTD, a Florida limited partnership is duly organized, validly existing, and in good standing under the laws of the jurisdiction of formation from the date of acquisition through the date of transfer.
8. Confirm compliance with the partnership agreement concerning the alienation of real property. Record an affidavit from one or more of the general partners stating: (1) that the general partner(s) executing the instrument(s) to be insured is/are authorized to do so under the partnership agreement or that all partners have consented to the instruments to be insured; (2) the names of the existing general partners; (3) that any partners that are legal or commercial entities have not been dissolved; (4) that neither the partnership nor any partners has been a debtor in bankruptcy; and (5) that the partnership has been in full force and effect under a valid partnership agreement during the entire time that the partnership has held title to the real property.
9. If any general partner(s) is a legal or commercial entity, require a good standing certificate from the date of purchase through to the present time.
10. Confirm that the sale of the subject property does not constitute a sale, lease, exchange or other disposition of all or substantially all of the assets of the partnership other than in the usual and regular course of the partnership activities. If it does, then all of the general partners and at least a majority of limited partners must approve the transaction as provided in

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-I

Issuing Office File Number: 2021-12

Sec. 620.1406(1)(i), F.S., and Sec. 620.1406(5), F.S. If the partnership is organized other than under Florida law, satisfactory evidence must be provided showing compliance with the laws of the state or country of origin.

11. A survey meeting the requirements of Fund TN 25.03.06 describing the subject property and accurately depicting its legal description, must be provided. Upon review of the Survey, Schedule A of this Commitment may be revised to include the accurate legal description. The Company reserves the right to make further revisions with reference hereto.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-II

Issuing Office File Number: 2021-12

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
2.
 - a. General or special taxes and assessments required to be paid in the year 2021 and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
5. Rights of the lessees under unrecorded leases.
6. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 225, Page 442, Public Records of Lake County, Florida.
7. Interlocal Agreement recorded in O.R. Book 1115, Page 2012, Public Records of Lake County, Florida.
8. Declaration of Restrictions and Grant of Easements recorded in O.R. Book 1608, Page 1612, Public Records of Lake County, Florida.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-II

Issuing Office File Number: 2021-12

9. Apparent unrecorded billboard lease as shown in the Property Appraiser's Website of Lake County, Florida. (Note: No recorded lease was found)

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT
Exhibit A

Commitment Number:

1093444

Issuing Office File Number:

2021-12

That part of the South 1/2 of Section 20, Township 19 South, Range 27 East, Lake County, Florida, described as follows: From the Southwest corner of the Southeast 1/4 of said Section 20; run thence N 89°43'35" W along the South line of the Southwest 1/4 of said Section 20, a distance of 178.61 feet to a line, said line being 178.50 feet from and parallel with the West line of the Southeast 1/4 of said Section 20; thence N 02°18'40" E along said line, 850.00 feet; thence S 89°43'35" E, parallel with the South line of the said Southeast 1/4 a distance of 268.59 feet; thence N 49°59'25" E, 142.41 feet to the Point of Beginning; thence N 35°45'51" W, 328.42 feet; thence N 54°14'09" E, 78.70 feet; thence N 35°45'51" W, 352.84 feet; thence N 49°59'25" E, 387.11 feet to the Southwesterly line of the Right-of-Way of U.S. Highway No. 441; thence S 40°01'05" E, 673.57 feet along said Right-of-Way to a point that lies N 49°59'25" E of the Point of Beginning; thence S 49°59'25" W, 516.13 feet to the Point of Beginning.

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AMERICAN LAND TITLE ASSOCIATION
COMMITMENT FOR TITLE INSURANCE

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE
POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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Issued through the Office of

Authorized Signatory



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By C. Monroe President

Attest David Wald Secretary

Commitment Conditions

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I-Requirements;
 - (f) Schedule B, Part II-Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

PROPERTY RECORD CARD

General Information

Name:	SIMPSON FAMILY PARTNERSHIP LTD	Alternate Key:	3884342
Mailing Address:	445 LIMIT AVE MOUNT DORA, FL 32757 Update Mailing Address	Parcel Number: ⓘ	20-19-27-0003-000-06000
		Millage Group and City:	0002 (UNINCORPORATED)
		2021 Total Certified Millage Rate:	13.7509
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	BRISTOL LAKES RD MOUNT DORA FL 32757 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	FROM SW COR OF SE 1/4 RUN N 89-43-35 W 178.61 FT, N 02-18-40 E 850 FT, S 89-43-35 E 268.59 FT, N 49-59-25 E 142.41 FT FOR POB, CONT N 49-59-25 E 516.03 FT TO SW'LY R/W LINE OF US HWY 441 & PT A, RETURN TO POB, RUN N 35-45-51 W 328.42 FT, N 54-14-09 E 78.70 FT, N 35-45-51 W 352.84 FT, N 49-59-25 E 387.11 FT TO SW'LY R/W LINE OF US HWY 441, S 40-01-05 E ALONG SAID SW'LY R/W LINE TO PT A ORB 1205 PGS 646 651		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		7.15	AC	\$0.00	\$1,036,750.00
2	BILLBOARD SITE (1020)	0	0	HAY	1	LT	\$0.00	\$20,000.00
Click here for Zoning Info ⓘ FEMA Flood Map								

Miscellaneous Improvements

There is no improvement information to display.	
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Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2022 WORKING VALUES that are subject to change until certified.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$1,056,750	\$1,056,750	\$1,056,750	5.05290	\$5,339.65
LAKE COUNTY MSTU AMBULANCE	\$1,056,750	\$1,056,750	\$1,056,750	0.46290	\$489.17
LAKE COUNTY MSTU FIRE	\$1,056,750	\$1,056,750	\$1,056,750	0.51380	\$542.96
SCHOOL BOARD STATE	\$1,056,750	\$1,056,750	\$1,056,750	3.59400	\$3,797.96
SCHOOL BOARD LOCAL	\$1,056,750	\$1,056,750	\$1,056,750	2.99800	\$3,168.14
LAKE COUNTY MSTU	\$1,056,750	\$1,056,750	\$1,056,750	0.49570	\$523.83
March 15, 2022 Regular City Council					

STORMWATER

ST JOHNS RIVER FL WATER MGMT DIST	\$1,056,750	\$1,056,750	\$1,056,750	0.21890	\$231.32
LAKE COUNTY VOTED DEBT SERVICE	\$1,056,750	\$1,056,750	\$1,056,750	0.09180	\$97.01
LAKE COUNTY WATER AUTHORITY	\$1,056,750	\$1,056,750	\$1,056,750	0.32290	\$341.22
NORTH LAKE HOSPITAL DIST	\$1,056,750	\$1,056,750	\$1,056,750	0.00000	\$0.00
				Total: 13.7509	Total: \$14,531.26

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$500)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$500)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

Exemption Savings ⓘ

The exemptions marked with a ✓ above are providing a tax dollar savings of: \$0.00

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark ✓

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More View the Law
Non-Homestead Assessment Limitation (10% assessed value cap)	Learn More View the Law
Conservation Classification Assessment Limitation	Learn More View the Law

Agricultural Classification

[Learn More](#) [View the Law](#)

NOTE: Should a determination be made that a property no longer meets the criteria for a bona fide agricultural purpose, a formal denial will be mailed on or before July 1 of the applicable tax year.

Assessment Reduction Savings ⓘ

The assessment reductions marked with a  above are providing a tax dollar savings of: **\$0.00**

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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Property data last updated on October 4, 2021.

Site Notice

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This Instrument Prepared By:
STANLEY A. GRAVENMIER, ESQ.
DEAN, MEAD, EGERTON, BLOODWORTH,
CAPOUANO & BOZARTH, P.A.
Post Office Box 2346
Orlando, Florida 32802-2346
(407) 841-1200

93 1703

REC-2100 RECEIVED FOR
TF-300 EXCISE TAXES
DOC-70 JAMES C. WATKINS
INT-6 CLERK LAKE CO FL
BY-33 D.C.

TAX PARCEL IDENTIFICATION NOS.:

BOOK 1205 PAGE 0646

20-19-27-0002-000-007	20-19-27-0002-000-010
20-19-27-0002-000-006	20-19-27-0004-000-016
20-19-27-0001-000-005	19-19-27-0600-00J-000
20-19-27-0001-000-004	19-19-27-0600-00I-000
20-19-27-0001-000-003	29-19-27-0002-000-084
20-19-27-0003-000-014	29-19-27-0002-000-078
20-19-27-0004-000-015	29-17-27-0002-000-080

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 30th day of December, 1992, by HOWARD JAMES SIMPSON, SR., whose post office address is 445 Limit Avenue, Mount Dora, Florida 32757 (hereinafter referred to as the "Grantor"), to ROBERT L. SIMPSON, whose post office address is 445 Limit Avenue, Mount Dora, Florida 32757 and whose social security number is [REDACTED] as to an undivided .45% interest, and to HOWARD J. SIMPSON, JR., whose post office address is 445 Limit Avenue, Mount Dora, Florida 32757 and whose social security number is [REDACTED] as to an undivided .45% interest (hereinafter collectively referred to as the "Grantees").

(wherever used herein the terms "Grantor" and "Grantees" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships and corporations)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto each of the Grantees, an undivided .45% interest in and to that certain real property situate, lying and being in Lake County, Florida (hereinafter referred to as the "Property"), and being more particularly described in Exhibit "A", attached hereto and made a part hereof.

TOGETHER with an equal undivided percentage interest in and to all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with Grantees that Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the above described undivided percentage interests in and to the Property, and hereby warrants the title to such undivided percentage interests in and to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against no others. This conveyance is subject to taxes accruing subsequent to December 31, 1992, and to easements, restrictions, agreements, conditions, limitations, reservations and matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

Grantor certifies that on the date of execution, delivery and recordation of this instrument, neither Grantor nor any member of Grantor's family resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor.

JAN 12 12 53 PM '93

The scrivener of this instrument has not examined title to the Property, has utilized legal descriptions provided by Grantor, and has relied upon the representations of the Grantor that he is the holder of title to the Property. Accordingly, the scrivener disclaims any liability or responsibility which may result from the failure of the Grantor to hold such title in the manner represented.

IN WITNESS WHEREOF, the person named herein as "Grantor" has executed and delivered this instrument and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of;

BOOK 1205 PAGE 0647

Print Name: Charles H. Egerton

Howard James Simpson Sr.
HOWARD JAMES SIMPSON, SR.

Print Name: Barbara L. Hutchins

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of December, 1992, by HOWARD JAMES SIMPSON, SR., who (check one) ☐ is personally known to me, ☒ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____, and did not take an oath.

Barbara L. Hutchins
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

BARBARA L. HUTCHINS
Notary Public, State of Florida
My Comm. expires June 2, 1993
Comm. No. AA672524

F:\RE\SAG\SIMPSON.10A

EXHIBIT A

BOOK 1205 PAGE 0648

PARCEL #1

Parcel #1 is that portion of Section 20, Township 19 South, Range 27 East described as follows:

From the intersection of the West line of the East ½ of the Southwest ¼ of the Northwest ¼ of Section 20, Township 19 South, Range 27 East, and the Northerly right of way line of Highway 441, run Easterly along the Northerly right of way of said Highway 87 feet to the Point of Beginning (P.O.B.); thence run North 6°29' East 568.5 feet; thence run North 12°19' East 860 feet; thence run West parallel with the North line of Section 20 to a point on the West line of the East ½ of the Northwest ¼ of the Northwest ¼ of Section 20; thence run North along said West line 495 feet, more or less, to the North line of Section 20; thence run Easterly along the North line of Section 20 to a point on the East line of the West ½ of the Northwest ¼ of the Northeast ¼ of Section 20; thence run Southerly along said East line of the West ½ of the Northwest ¼ of the Northeast ¼ of Section 20 to the point where said East line intersects with the Westerly extension of the Southerly line of Lot 93 of The Country Club of Mount Dora Unit II recorded in Lake County in Plat Book 32, pages 42 to 44; thence South 42° 36'45" East along the Westerly extension of and the Southerly line of said Lot 93, 336.37 feet; thence South 3°21' West 1319.06 feet to the South line of the Northeast ¼ of Section 20, thence run Westerly along said South line 202 feet, more or less, to the Southwest corner of the East ½ of the Southwest ¼ of the Northeast ¼ of Section 20, thence run Southerly along the West line of the East ½ of the Northwest ¼ of the Southeast ¼ of Section 20 to the Northeasterly right of way line of Highway 441; thence run Northwesterly along said Northeasterly right of way to the P.O.B.

PARCEL #2

"Begin at the intersection of the West line of the Northwest ¼ of Section 20, Township 19 South, Range 27 East and the Southerly right of way line of Highway 441, thence run Southerly along said West line of the Northwest ¼ of Section 20 to the Southwest corner of the Northwest ¼ of Section 20, thence run Easterly along the South line of the Northwest ¼ of Section 20 to the Southeast corner of the West ½ of the Northwest ¼ of Section 20; thence run Southerly along the West line of the Northeast ¼ of the Southwest ¼ to the Southwest corner of the Northeast ¼ of the Southwest ¼ of Section 20; thence run Easterly along the South line of the Northeast ¼ of the Southwest ¼ of Section 20 to a point on said South line that is 178.61 feet West of the East line of the Southwest ¼ of Section 20; thence run Southerly parallel with said East line of the Southwest ¼ of Section 20 to a point that is 850 feet North of the South line of Section 20 and 178.61 feet West of the East line of the Southwest ¼ of Section 20; thence run North 89°54' East a distance of 268.59 feet; thence run North 49°37' East 658.44 feet, more or less, to the Southwesterly right of way line of Highway 441; thence run Northwesterly and Westerly along said Southerly right of way to the Point of Beginning (P.O.B.).

Subject to cross easement for ingress and egress, utilities and drainage purposes recorded in ORB 1183 page 1550, Public Records of Lake County, Florida, described as follows:

"Commence at the Southeast corner of the Northeast ¼ of Section 19, Township 19 South, Range 27 East, run North 02°55'30" West along the East line of the Northeast ¼ of Section 19 a distance of 492.89 feet to the P.O.B.; thence run North 02°55'30" West along said East line 75 feet to a point on the Southerly right of way of Highway 441; thence run North 87°22'00" East along said Southerly right of way a distance of 389.87 feet; thence departing said Southerly right of way for Highway 441, run South 02°38'00" East 75 feet; thence run South 87°22'00" West 389.49 feet to the P.O.B."

MEMO: Legibility of writing,
typing or printing unsatisfactory in
this document when microfilmed.

PARCEL #3

"Commence at the Southwest corner of the Southeast $\frac{1}{4}$ of Section 20, Township 19 South, Range 27 East, thence run South $89^{\circ}55'15''$ West along the South line of said Southwest $\frac{1}{4}$ of Section 20 a distance of 178.61 feet; thence run North $01^{\circ}56'15''$ East along the West line of the East $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ a distance of 850 feet; thence run North $89^{\circ}54'$ East a distance of 268.59 feet; thence run North $49^{\circ}37'$ East 658.44 feet to the Southerly right of way of Highway 441; thence run South $40^{\circ}23'$ East a distance of 150 feet to the Point of Beginning (P.O.B.). From the P.O.B., run South $49^{\circ}37'$ West a distance of 300 feet; thence run South $40^{\circ}23'$ East a distance of 821.24 feet; thence run South $0^{\circ}6'$ East 340.36 feet to the South line of the Southeast $\frac{1}{4}$ of Section 20, a point herein being designated as Point "A". Return to the P.O.B., thence run Southerly along the Southwesterly right of way line of Highway 441 to the South line of the Southeast $\frac{1}{4}$ of Section 20; thence run Westerly along the South line of the Southeast $\frac{1}{4}$ of Section 20 to Point "A". Less portion in right of way for Limit Street.

PARCEL #4

Known as Tract J of Sunset Heights Subdivision, Mount Dora, Florida recorded in Plat Book 3, page 34 in the Public Records of Lake County, Florida and further described as follows:

"From the East $\frac{1}{4}$ corner of Section 19, Township 19 South, Range 27 East, thence run South $06^{\circ}08'45''$ West along the East line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19, a distance of 642.33 feet to the Southeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 19 to the Point of Beginning (P.O.B.) of this description; thence run North $89^{\circ}52'46''$ West 640.86 feet to a point on the Easterly right of way line of Donnelly Street; thence run Southerly along said Easterly right of way to the North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19; thence run Easterly along said North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19 to the Southeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19; thence run Northerly along the East line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19 to the P.O.B.; subject to all legal highways or platted rights of way not previously vacated."

PARCEL #5

"Being a parcel of land lying in the Southeast $\frac{1}{4}$ of Section 19, Township 19 South, Range 27 East, Lake County, Florida and being further bounded and described as follows:

"Commence at the Northeast corner of the Southeast $\frac{1}{4}$ of Section 19; thence run North $89^{\circ}51'15''$ West along the North line of said Southeast $\frac{1}{4}$, a distance of 688.31 feet to a concrete monument lying on the Westerly right of way line of Donnelly Street; thence South $11^{\circ}40'13''$ West along said Westerly right of way line, a distance of 453.03 feet to a Point of Curvature, said curve being concave to the East, having a radius of 1960.08 feet, a central angle of $5^{\circ}47'00''$, a chord of 197.76 and a chord bearing of South $8^{\circ}46'43''$ West; thence along said curve an arc distance of 197.85 feet to the Point of Beginning (P.O.B.); thence continuing along said curve, said curve having a central angle of $00^{\circ}21'00''$, a chord of 11.97 feet, a chord bearing of South $05^{\circ}41'16''$ West, thence along said curve an arc distance of 11.97 feet to the Point of Tangency; thence continuing along said right of way line South $05^{\circ}30'46''$ West a distance of 630.08 feet; thence North $89^{\circ}59'50''$ West along the Southerly boundary line of the Southwest $\frac{1}{4}$, Northeast $\frac{1}{4}$, Southeast $\frac{1}{4}$ of said Section 19 a distance of 620.09 feet. Thence run North $04^{\circ}21'56''$ East a distance of 642.22 feet to a Point on the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence run South $89^{\circ}53'01''$ East 632.92 feet to the P.O.B."

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this document when microfilmed.

PARCEL #6

Commence at the Northwest corner of Section 29, Township 19 South, Range 27 East, run Southerly along the West line of Section 29 a distance of 330 feet to the Point of Beginning (P.O.B.); thence continue Southerly along the West section line of Section 29 a distance of 965 feet, more or less, to the Northerly right of way line of Pine Avenue; thence run Easterly along the Northerly right of way line a distance of 635 feet, more or less, to the Westerly right of way of Grandview Street; thence run Northerly along the said Westerly right of way 965 feet, more or less, to a point that is 330 feet South of the North line of Section 29; thence run Easterly parallel with the North line of Section 29, 635 feet, more or less, to the P.O.B.

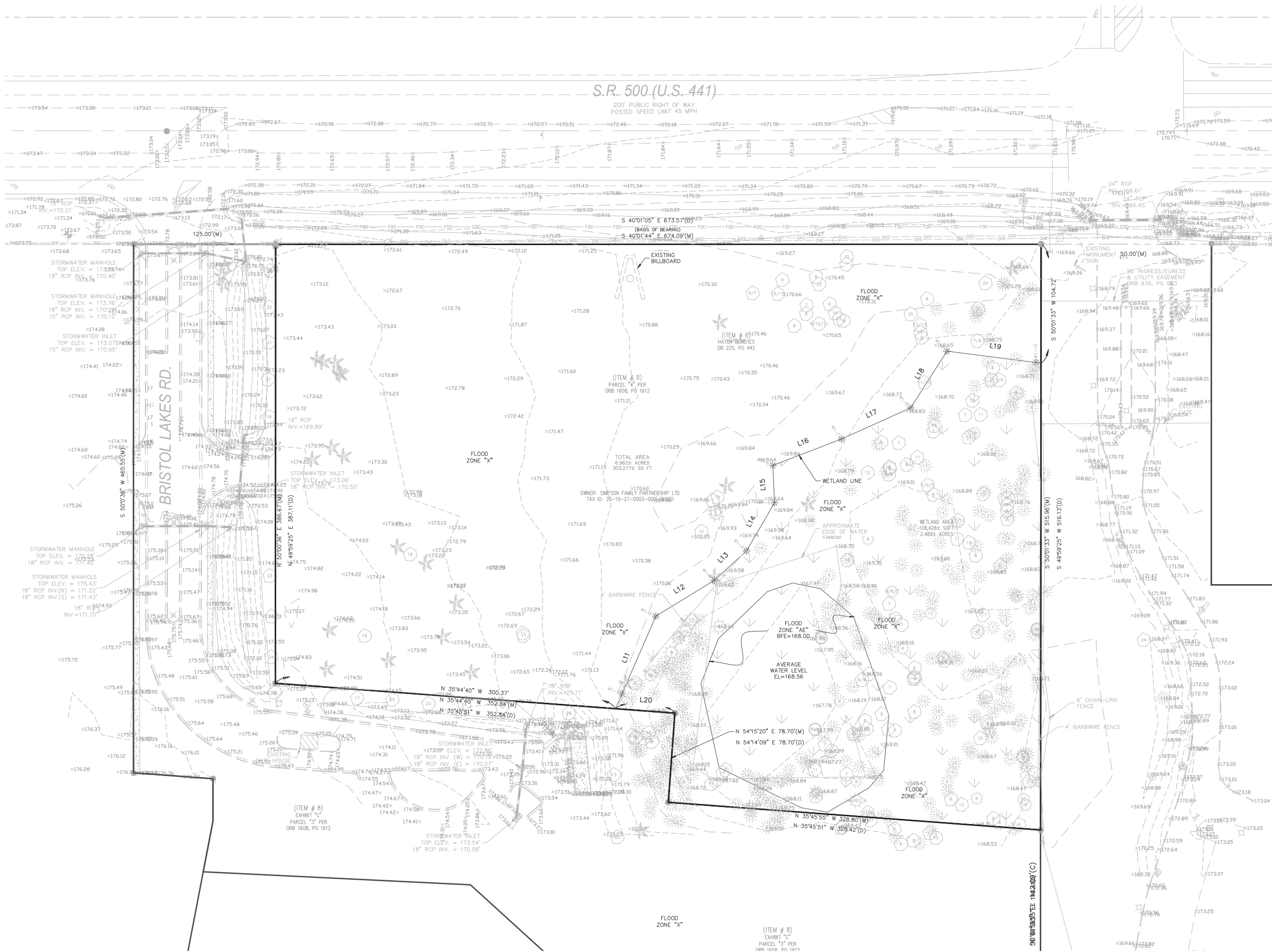
PARCEL #7

A parcel being a portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 19 South, Range 27 East described as follows:

Begin at the intersection of the Northerly right of way of Pine Street and the Easterly right of way of Grandview Street, a Point being 25 feet North of and 25 feet East of the Southwest corner of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 19 South, Range 27 East; thence run Westerly along the Northerly right of way of Pine Street 635 feet, more or less, to a point on the East line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and 25 feet North of the Southeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29; thence run North along the East line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, a distance of 1085 feet, more or less, to a point that is 210 feet South of the North line of Section 29; thence run Westerly parallel with said North line of Section 29 a distance of 210 feet; thence run Northerly parallel with the Easterly right of way of Grandview Street a distance of 185 feet, more or less, to the Southerly right of way of Limit Street; thence Westerly along said Southerly right of way a distance of 168.94 feet; thence run Southerly parallel to the Easterly right of way line of Grandview Street a distance of 195 feet; thence run Westerly parallel with the North line of Section 29, a distance of 135 feet, more or less, to a point being 121.06 feet East of the Westerly right of way of Grandview Street; thence run Southerly parallel to said Westerly right of way a distance of 12 feet; thence run Easterly parallel with the North Section line 153.94 feet; thence run Southerly parallel with the right of way for Grandview Street a distance of 294 feet; thence run Westerly parallel to the North line of Section, a distance of 275 feet, more or less, to the Easterly right of way of Grandview Street; thence Southerly along said Easterly right of way a distance of 769 feet, more or less, to the P.O.B.

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this document when microfilmed.

Plotted By: Berrios, Melissa. Sheet Set: MT DORA SELF STORAGE DP1.0 - EXISTING CONDITIONS.dwg. Date: 02-26-2021. 02:26:59pm. K:\VOR_Civil\049531002-MT Dora Self Storage\CADD\DEVELOPMENT\PlanSheets\DP1.0 - EXISTING CONDITIONS.dwg. This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of this document without written authorization and adoption by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



Kimley»Horn

2021 KIMLEY-HORN AND ASSOCIATES, INC.
188 S ORANGE AVE, SUITE 1000, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM

LICENSED PROFESSIONAL

REGAN O'LAUGHIN, P.E.

FLORIDA LICENSE NUMBER

68432

KHA PROJECT

049631002

DATE

12/16/2021

SCALE AS SHOWN

DESIGNED BY

R/O

DRAWN BY

A/E

CHECKED BY

R/O DATE:

**EXISTING
CONDITIONS**

**MT. DORA SELF
STORAGE**

FLORIDA

LAKE COUNTY

SHEET NUMBER
DP1.0

DATE

REVISIONS

BY

**NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2022-04
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2022-04. The final public hearing on the ordinance will be held on Tuesday, March 15, 2022, at 6:00 p.m., or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2022-04 is as follows:

ORDINANCE NO: 2022-04

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND NORTH OF LIMIT AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person 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.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

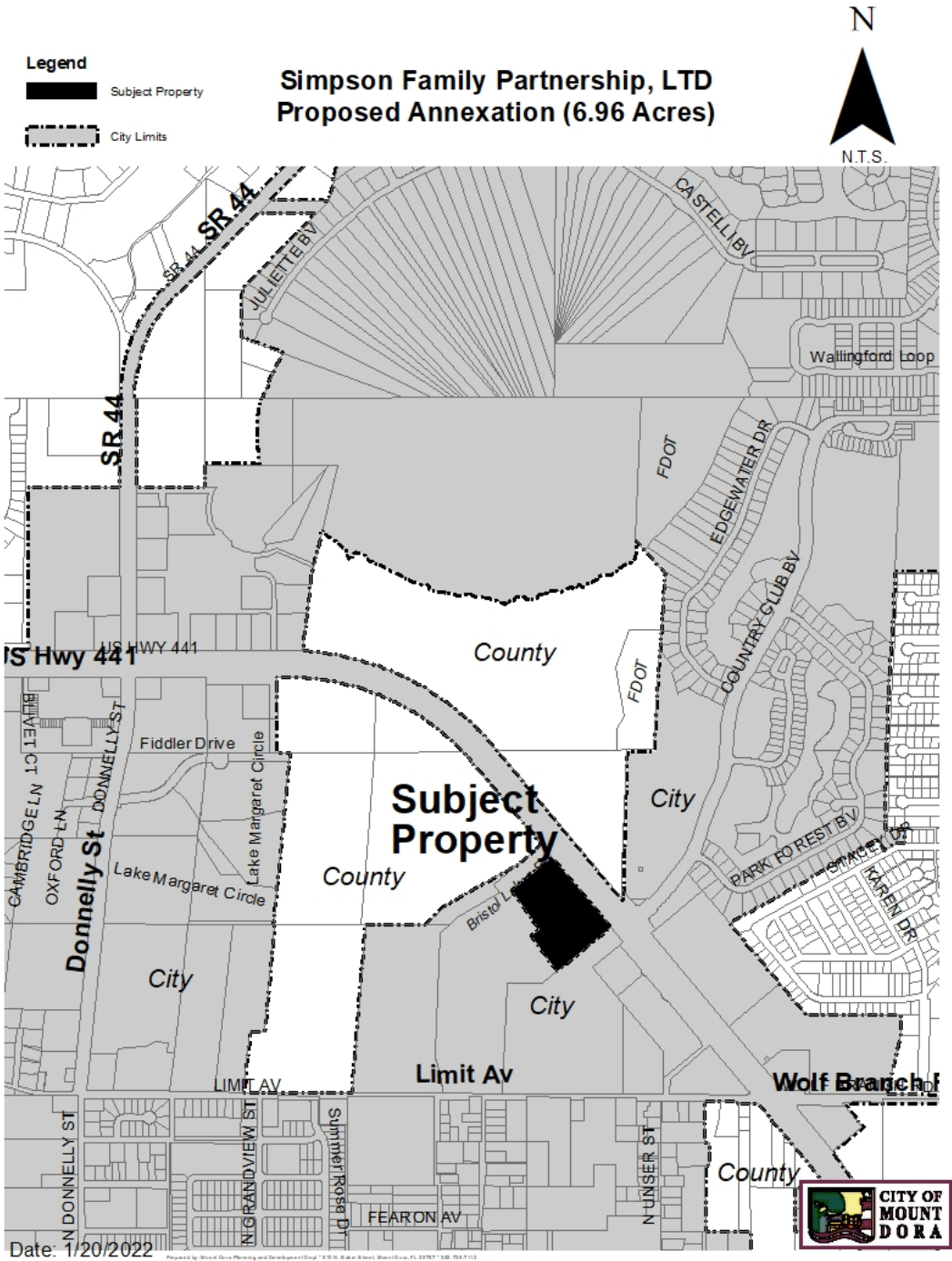
Published Legal Notice: March 4, 2022

NOTICE OF ANNEXATION
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to annex land within the area shown on the map in this advertisement. Final hearing on the voluntary annexation, Ordinance No. 2022-04, will be held on Tuesday, March 15, 2022 at 6:00 p.m., or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

ORDINANCE NO: 2022-04

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND NORTH OF LIMIT AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



The proposed ordinance with complete legal description (metes and bounds) may be inspected by the public at the City Clerk's Office or the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Interested parties may appear at the above meeting and be heard with respect to the proposed ordinance.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

Non-Legal Dates Published Twice on:

February 25, 2022

March 4, 2022

ORDINANCE NO: 2022-04

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND NORTH OF LIMIT AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Simpson Family Partnership, LTD (Property Owner) is the fee simple owner of that property generally located on the west side of US Highway 441 and north of Limit Avenue in unincorporated Lake County, Florida, as depicted and identified on that map attached as **Exhibit "A"** (Property); and

WHEREAS, pursuant to Florida Statutes, Section 171.044, the Property Owner has filed a petition for annexation of the Property into the municipal limits of the City of Mount Dora; and

WHEREAS, the City has determined that the Property is located wholly within an unincorporated area of Lake County, Florida, that the Property is reasonably compact and contiguous to an incorporated area of the City of Mount Dora, Florida, that annexation of the Property otherwise fully complies with the requirements of Florida Statutes, Section 171.044, and annexation of the Property is in the best interest of the City of Mount Dora; and

WHEREAS, pursuant to Florida Statutes, Section 171.044, the City furnished the Lake County Board of County Commissioners with a copy of the notice of annexation by certified mail at least ten (10) days prior to the publication of the same; and

WHEREAS, the City has determined that all procedural and notice requirements mandated by Florida Statutes, Section 171.044, the City of Mount Dora Charter, the City of Mount Dora Code of Ordinances and all other applicable or controlling laws related to the voluntary annexation of property have been followed and satisfied.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. VOLUNTARY ANNEXATION. The Property generally located on the west side of US Highway 441 and north of Limit Avenue, in unincorporated Lake County, is hereby annexed into the municipal limits of the City of Mount Dora pursuant to Florida Statutes, Section 171.044. The Property annexed is more particularly described as follows:

THAT PART OF THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20; RUN THENCE N 89°43'35" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 178.61 FEET TO A LINE, SAID LINE BEING 178.50 FEET FROM AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE N 02°18'40" E ALONG SAID LINE, 850.00 FEET; THENCE S 89°43'35" E, PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 A DISTANCE OF 268.59 FEET; THENCE N 49°59'25" E, 142.41 FEET TO THE POINT OF BEGINNING; THENCE N 35°45'51" W, 328.42 FEET; THENCE N 54°14'09" E, 78.70 FEET; THENCE N 35°45'51" W, 352.84 FEET; THENCE N 49°59'25" E, 387.11 FEET TO THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 441; THENCE S 40°01'05" E, 673.57 FEET ALONG SAID RIGHT-OF-WAY TO A POINT THAT LIES N 49°59'25" E OF THE POINT OF BEGINNING; THENCE S 49°59'25" W, 516.13 FEET TO THE POINT OF BEGINNING.

ALL THE ABOVE CONTAINING 6.96 ACRES, MORE OR LESS.

SECTION 3. EFFECT OF ANNEXATION. On the Effective Date of this Ordinance, the property owner of the Property shall be entitled to all the rights, privileges and immunities as are from time to time granted to property owners in the City of Mount Dora, Florida, and shall be subject to the responsibilities of property ownership as may from time to time be authorized and/or adopted by the governing authority of the City of Mount Dora, Florida.

SECTION 4. AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES. City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article II, City Council, Division 2, Election of Members, Section 2.48, Creation of districts; boundaries described, City Council District Five (5) is hereby amended to include the Property, more particularly described as follows:

THAT PART OF THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20; RUN THENCE N 89°43'35" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 178.61 FEET TO A LINE, SAID LINE BEING 178.50 FEET FROM AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE N 02°18'40" E ALONG SAID LINE, 850.00 FEET; THENCE S 89°43'35" E, PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 A DISTANCE OF 268.59 FEET; THENCE N 49°59'25" E, 142.41 FEET TO THE POINT OF BEGINNING; THENCE N 35°45'51" W, 328.42 FEET; THENCE N 54°14'09" E, 78.70 FEET; THENCE N 35°45'51" W, 352.84 FEET; THENCE N 49°59'25" E, 387.11 FEET TO THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 441; THENCE S 40°01'05" E, 673.57 FEET ALONG SAID RIGHT-OF-WAY TO A POINT THAT LIES N 49°59'25" E OF THE POINT OF BEGINNING; THENCE S 49°59'25" W, 516.13 FEET TO THE POINT OF BEGINNING.

ALL THE ABOVE CONTAINING 6.96 ACRES, MORE OR LESS.

SECTION 5. FILING REQUIREMENTS. In accordance with Florida Statutes, Section 171.044(3), within seven (7) days of the enactment of this Ordinance, the City Clerk shall file a certified copy of this Ordinance with the Lake County Clerk of the Circuit Court, with the County Manager of Lake County, Florida and with the Florida Department of State.

SECTION 6. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance and the rezoning on the Property. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 7. SAVINGS CLAUSE. All prior actions of the City of Mount Dora pertaining to the annexation of the Property, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 8. LIMITED CODIFICATION AND SCRIVENER'S ERRORS. The provisions of this Ordinance which amend City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article II, City Council, Division 2, Election of Members, Section 2.48, Creation of districts; boundaries described, shall be codified and the sections, divisions and provisions hereof renumbered or re-lettered as deemed appropriate by the codifier. All remaining provisions of this Ordinance shall not be codified. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney may be corrected.

SECTION 9. **CONFLICTS.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 10. **SEVERABILITY.** If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 11. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING: **March 1, 2022**

SECOND READING: **March 15, 2022**

PASSED AND ADOPTED this 15th day of March 2022.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM
CITY CLERK

For the use and reliance of City of Mount
Dora only. Approved as to form and legality.

Sherry G. Sutphen, City Attorney

EXHIBIT "A"
Property Depiction

Legend

 Subject Property

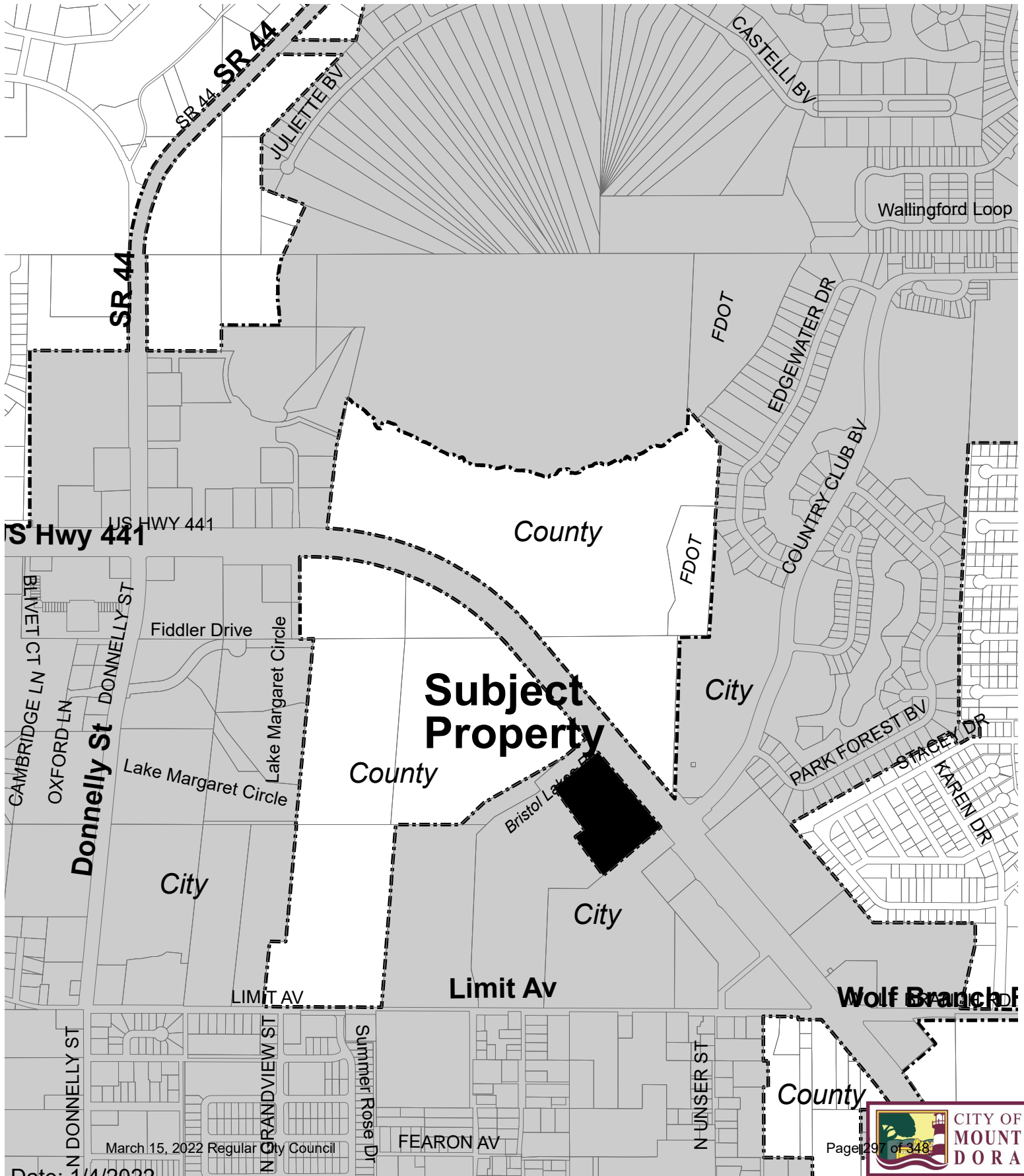
 City Limits

Simpson Family Partnership, Ltd Proposed Annexation (6.96 Acres)

N



N.T.S.

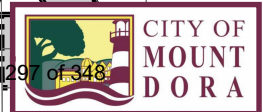


Date: 1/4/2022

March 15, 2022 Regular City Council

Prepared by: Mount Dora Planning and Development Dept * 510 N. Baker Street, Mount Dora, FL 32757 * 352-735-7112

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CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 15, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request approval of Final Reading of Ordinance No. 2022-06, Change in Zoning for Mount Dora Self Storage Final PUD

Introduction:

This is a request for City Council to approve the final reading of Ordinance No. 2022-06.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:

Further rezoning descriptions and details are contained in Attachment #1 (*Rezoning Summary Report of the PZC meeting Dated 2-16-2022*). The advertisements for the public hearing are provided in Attachment #2. The applicant is requesting to change the zoning from County Neighborhood Commercial to Planned Unit Development (PUD) associated with annexation. The applicant is requesting a Final PUD of approximately 6.96 acres located on the south side of US Highway 441 and directly east of Bristol Lakes Road.

The request for a PUD is for a self-storage business that will also contain retail shops for lease and an office. The proposed master plan shows the larger building along US Highway 441 with a primary facade that will appear as an office building. The two buildings that will contain outdoor storage will be shielded by the primary building on the site. The applicant has submitted annexation and future land use amendment applications to run concurrently with the rezoning application.

The sequence of events leading to the presentation to the City Council are as follows:

The City Council at their regularly scheduled meeting held on March 1, 2022, recommended approval of the First Reading of Ordinance No. 2022-06 and hold hearing for the Second Reading and Final adoption.

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on February 16, 2022, recommended approval (Vote 5-0. Two members were absent) of the change in zoning. The members that were present also discussed the project to ensure the main building fronting US Highway 441 included enhanced architectural features and proper landscape buffering materials for visual screening of the open-covered storage areas, per the City's Land Development Code and as conditioned within the Final PUD Master Plan.

The Development Review Committee (DRC) on October 16, 2022, recommended approval with conditions of the change in zoning for the Mount Dora Self Storage Final PUD.

Budget Impact:

There are no budgetary impacts on the City relative to the processing of the rezoning action.

Strategic Impact:

Rezoning requests which address density and intensity changes are consistent with Growth Management and Economic Development Goals to foster development and growth opportunities. GOAL 1: Economic Development; Objective 1.3. Attract new commercial businesses/residential development.

Recommendation City Council to approve Final Reading and Adoption of Ordinance No. 2022-06.

Attachment(s):

1. Attachment 1 PZC Rezoning Summary Report (ADA)
2. Attachment 2 Legal Ad Publications Adoption(ADA)
3. Ord2022-06 Final PUD Self-Storage (Final).SGS
4. Exhibit A Legal Description
5. Exhibit B Final PUD

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen , City Attorney
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 3/9/2022

Approved - 3/9/2022

Final Approval - 3/9/2022



CITY OF MOUNT DORA

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
Fax: 352-735-7191

E-mail: plandev@cityofmoundora.com

DUE: February 16, 2022

TO: Planning and Zoning Commission

FROM: Development Review Committee
Vince Sandersfeld, Planning Director

RE: Request for Final PUD Master Plan; Mount Dora Self-Storage (Project Name); 6.96 +/- (Site Area); located on the southeast corner of US Highway 441 and Bristol Lakes Road (Location); 19630 US HWY 441 (Site Address); Simpson Family Partnership, LTD (Owner); The Huber Group, LLC (Applicant); Kimley-Horn and Associates, Inc (Engineer); Project No. PUD22-01FNL

Recommendation:

Staff recommends approval of the above-referenced for the Mount Dora Self Storage Final PUD Master Plan. Approval subject to Annexation and Future Land Use Map Amendment.

Reference/Support:

Sections 3.4.5 of the City's *Land Development Code*

Background:

SITE SUMMARY:

Existing Use:	Vacant Land
Proposed Use:	Self-Storage, Retail, and Office
Future Land Use:	County Regional Office
Proposed FLUM:	2.459 Acres Commercial (FAR Max. 0.35) 2.014 Acres Office (FAR Max. 1.00) 2.489 Acres Conservation
Current Zoning:	County Neighborhood Commercial (C-1)
Proposed Zoning:	City Planned Unit Development (PUD)
Total Site Area:	4.46 Acres Developable Lands <u>2.50 Acres Wetland / Conservation Area (to remain)</u> 6.96 Acres TOTAL
Proposed Building Height:	42 feet (65 feet building height allowed)
Proposed Building Size:	102,000 sf (3-stores) Main Building Facing US 441 8,125 sf Covered Storage Building 1 <u>13,800 sf Cover Storage Building 2</u> 123,925 sf TOTAL

Note: Main Building includes 3,000 sf office/retail (3 spaces)

Surrounding Property Table:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County/City	Comm/Low Den Res	C-1/PUD	Orange Groves/ Country Club
South	City	High Den Res	R-3	Bristol Lakes
East	City	Commercial	C-3	Seven Waters/ Hampton Inn Hotel
West	County	Regional Office	Ag	Orange Groves

The applicant is requesting to change the zoning from County Neighborhood Commercial to Planned Unit Development (PUD) associated with annexation. The applicant is requesting a Final PUD of approximately 6.96 acres located south side of US Highway 441 and directly east of Bristol Lakes Road. The request for a PUD is for a self-storage business that will also contain retail shops for lease and an office. The proposed master plan shows the larger building along US Highway 441 with a primary facade that will appear as an office building. The two buildings that will contain outdoor storage will be shielded by the primary building on the site.

The applicant has provided a traffic exemption request. They have indicated the self-storage does not trigger the same vehicle trips for a self-storage use and the retail and office tenants spaces are minimal. As of printing of this staff report, the City's traffic engineer is reviewing this request. Determination for traffic impacts to be conditioned and provided prior to submittal of the site plan.

There will be two forms of ingress/egress to the development site. One will be from Bristol Lakes Road and the other will be directly west of Seven Waters and the Hampton Inn Hotel. A frontage road will be provided and a cross access agreement will be required. There will be no direct access onto or from US Highway 441. The Master Plan shows two proposed stormwater ponds for onsite stormwater retention.

The project area includes an existing 2.50 acre wetland system. The wetlands located on the project PUD site will remain and the applicant is proposing to designate the future land use for the wetland area as "Conservation". This is heavily wooded site, and during the site plan stage the application will be required to provide a tree removal and replacement mitigation plan.

The PUD application is subject to annexation and change in Future Land Use from County Regional Office to City Residential Commercial, Office, and Conservation. The FLUM amendment is being processed in concert with the PUD petition.

The PUD Master Plan included concept building elevations. There are subject to Section 6.13.- Commercial architectural and site design requirements of the City's Land development Code. Exterior color scheme is restricted to earth-tone only.

Note: Support documents on file with Planning and Development: Department.

Notifications:

JPA Notice to Lake County: January 5, 2022

Attachments:

Vicinity Map

Composite Zoning (City & County) Map

Proposed Elevations

Final PUD Master Plan ([Included in Exhibit "B" of Final PUD Ordinance No. 2022-06 to avoid duplication](#))

Traffic Exemption

Application

Vicinity Map

Legend

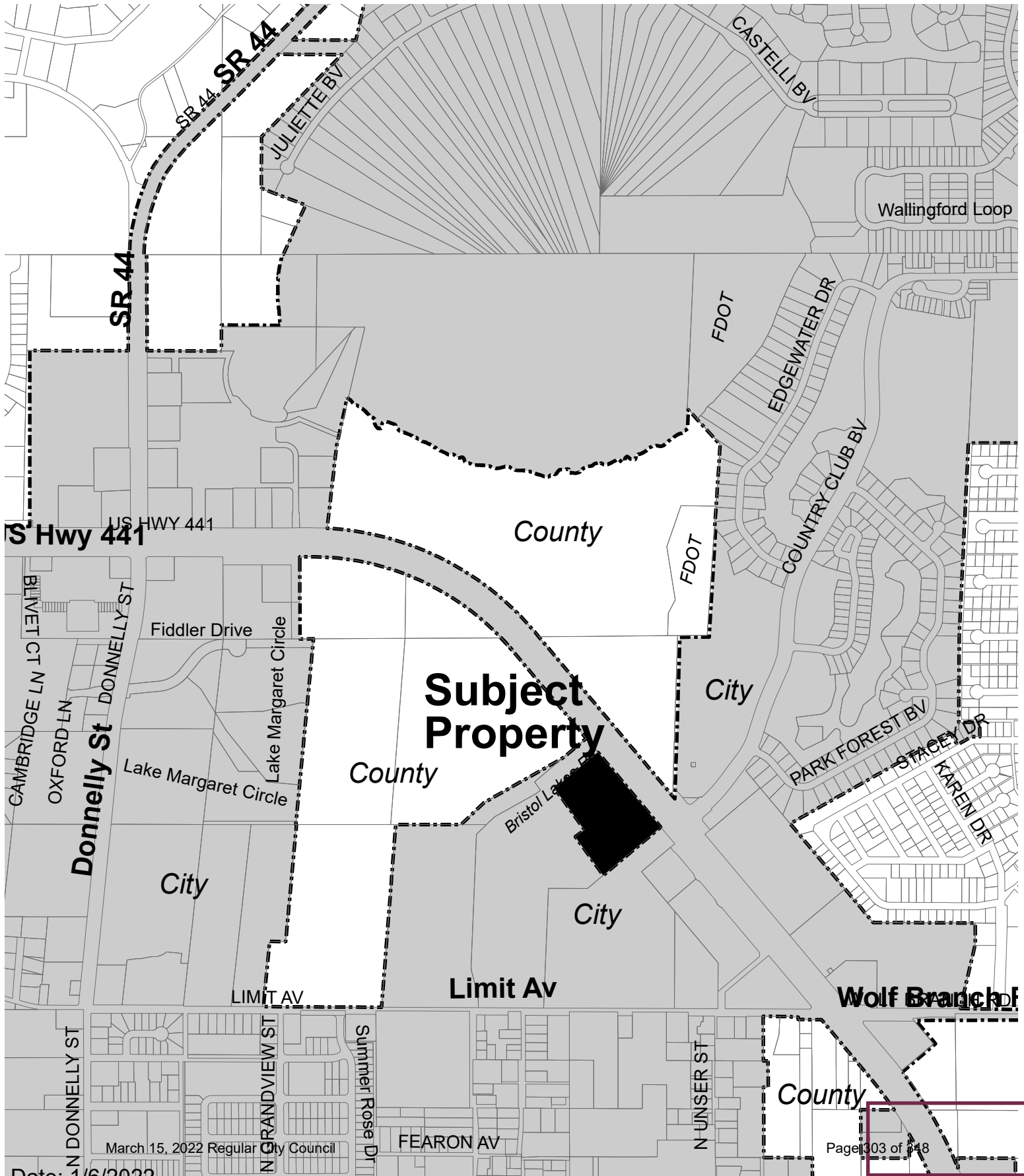
 Subject Property

 City Limits

N



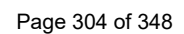
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RENDERING MOUNT DORA SELF STROAGE



1-3-2022

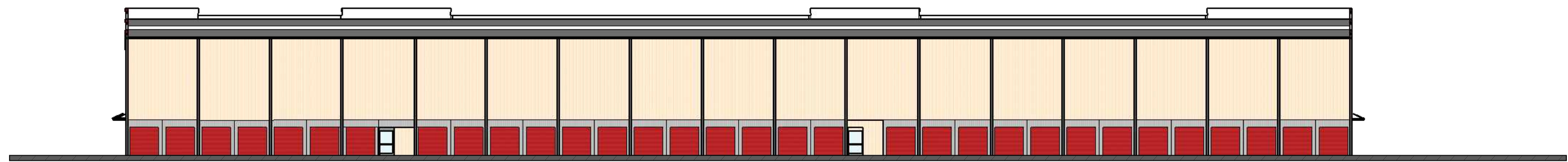
March 15, 2022 Regular City Council

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BUILDING ELEVATION DESIGN



EAST ELEVATION
Windows/Shutters Actual 40% (Required 40%)



WEST ELEVATION



NORTH ELEVATION
Windows/Shutters Actual 37% (Required 25%)

SOUTH ELEVATION
Windows/Shutters Actual 12.5%

BUILDING PERSPECTIVE DESIGN

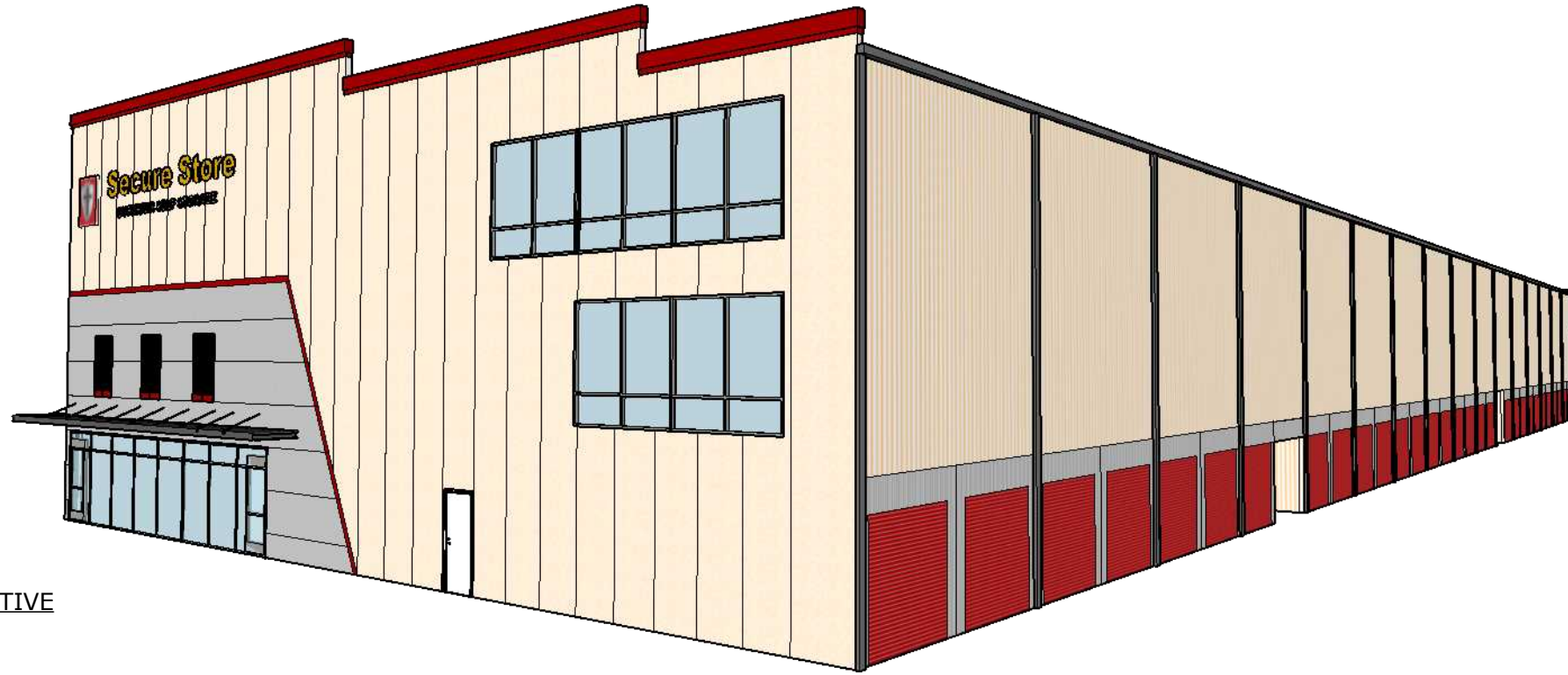


NORTHEAST PERSPECTIVE

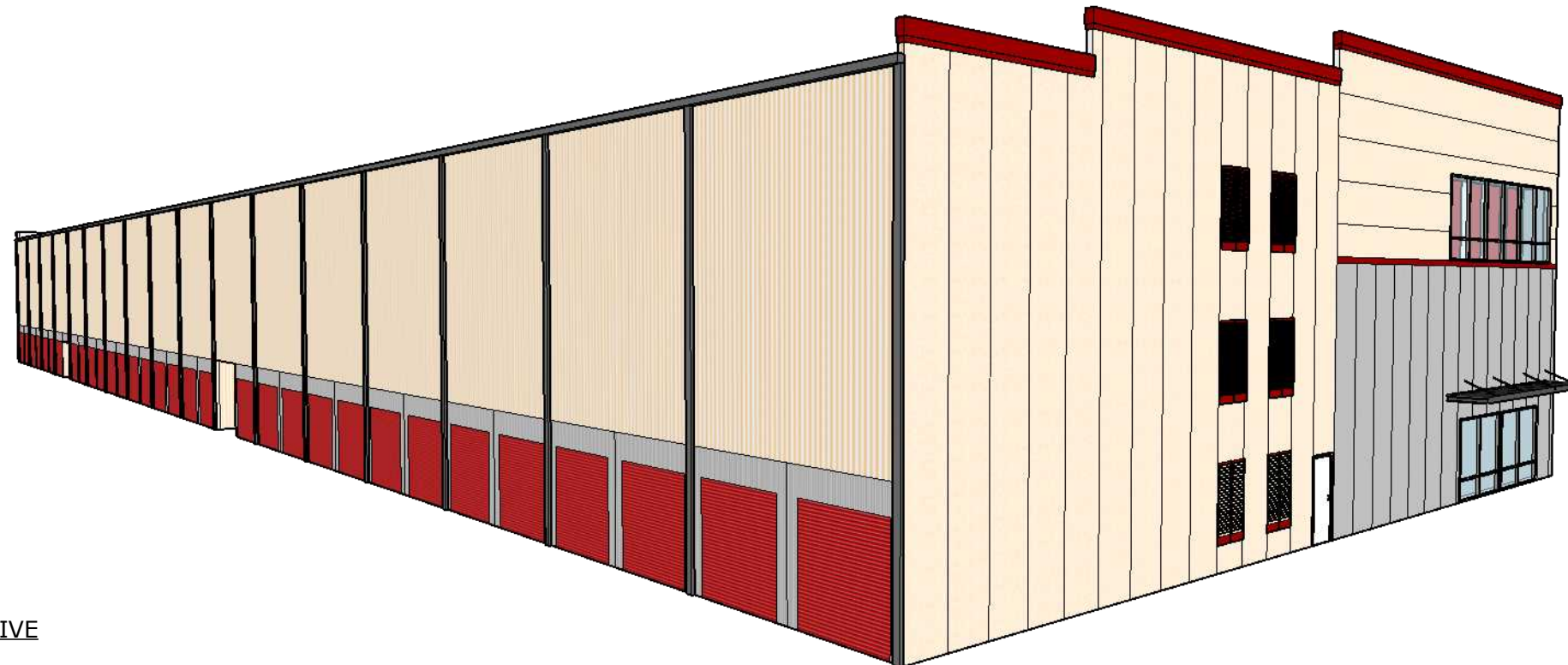


SOUTHEAST PERSPECTIVE

BUILDING PERSPECTIVE DESIGN



NORTHWEST PERSPECTIVE



SOUTHWEST PERSPECTIVE

BUILDING PERSPECTIVE DESIGN



ROOFING PERSPECTIVE





Architects
Environmental
M/E/P
Surveyors

Engineers
Landscape Architects
Planners
Transportation/Traffic

5601 Mariner Street
Suite 105
Tampa, FL 33609
Phone: 813.288.0233
Fax: 813.288.0433

Memo

Date: February 4, 2022
To: Vince Sandersfeld
Organization: City of Mount Dora
From: Sandra Gorman, PE
Re: Revised Request for Exemption – Mt. Dora Self Storage
Kimley Horn

As requested, CPH has reviewed the revised Request for Exemption for the Mt Dora Self Service project dated January 31, 2022 and acknowledge that all comments have been adequately addressed. No further traffic analysis or review is required as it relates to the requested exemption.

If you have any questions concerning the review, or would like to discuss these items in more detail, please do not hesitate to contact me.

MEMORANDUM

To: Vince Sandersfeld
Planning Director, City of Mt. Dora

From: Vincent Spahr, P.E.
Kimley-Horn and Associates, Inc.

Date: January 31, 2022

Subject: Request for Exemption
Mt. Dora Self Storage

Purpose

This Request for Exemption Letter is provided in support of development plan approval for a proposed self storage facility on the west side of U.S. 441 between Bristol Lakes Road and Country Club Boulevard in Mt. Dora. Exemption from the Traffic Impact Study (TIS) is requested because the project is anticipated to qualify as a Tier 1 development, generating fewer than 25 PM peak hour trips.

Project Description

The proposed self storage facility will be comprised of approximately 124,000 square feet of self storage units with a small allotment for office space to operate the facility. Access to the development is proposed via a connection to the north with Bristol Lakes Road and a connection to the south with Country Club Boulevard.

Site Location/Site Plan

The proposed self storage facility will be located on the west side of U.S. 441 between Bristol Lakes Road and Country Club Boulevard in Mt. Dora. The conceptual site plan for the development is provided as an attachment.

Trip Generation

The anticipated trip generation potential for the proposed development is calculated in accordance with the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition*. Land Use Code 151 (Mini-Warehouse) was utilized. On a typical weekday, the trip generation potential of the proposed development is approximately 180 daily trips, 11 AM peak hour trips (6 entering, 5 exiting), and 19 PM peak hour trips (9 entering, 10 exiting). Relevant excerpts from the ITE *Trip Generation Manual, 11th Edition* are provided as an attachment.

Area of Influence/Study Area

Based on Appendix A of the City of Mount Dora TIS Guidelines document, the total trip length for Land Use Code 151 (Mini-Warehouse) is 4.87 miles. The area of influence includes roadway segments within half the total trip length (2.44 miles) of the proposed development.

The following roadway segments are listed in the Lake County Congestion Management Process (CMP) Database within 2.44 miles of the proposed development:

- U.S. 441/S.R. 500 – S.R. 19 to Orange C/L
- S.R. 44 – U.S. 441 to Orange Ave
- S.R. 46 – U.S. 441 to Vista View
- C.R. 46 (Sanford Rd) – Highland St to U.S. 441
- Highland St – Limit Ave to 5th Ave
- Abrams Rd – SR 44 to Waycross Ave
- Britt Rd – Horse Ranch Rd to Wolf Branch Rd
- N Donnelly St – 5th Ave to U.S. 441
- Old Eustis Rd – Morningside Dr to N Donnelly St
- Limit Ave – N Donnelly St to U.S. 441
- Wolf Branch Rd – U.S. 441 to C.R. 437
- E Crooked Lake Rd – U.S. 441 to Broadview Ave
- Morningside Dr – U.S. 441 to C.R. 500A
- Old Mount Dora Rd – Eudora Rd to U.S. 441
- Orange Ave – Hasselton St to Abrams Rd
- Waycross Ave – Country Club Rd to S.R. 44

The area of influence is illustrated in the attached Figure 1. Project trips are not anticipated to impact all of the CMP roadways within the area of influence, since the daily and PM peak hour trip generation potential of the proposed self storage facility is expected to have *de minimis* impact, well under 1% of the service capacity of U.S. 441 (41,790 vehicles/day and 2,100 directional vehicles/hour in the PM peak), which it accesses via Bristol Lakes Road and Country Club Drive.

Trip Distribution/Assignment

The attached Figure 2 illustrates the trip distribution and the PM peak hour trip assignment on the study segments nearest the project site. Distribution of project trips is assumed based on existing traffic volumes and engineering judgment. Note that project trips are not anticipated to impact all of the CMP roadways within the area of influence.

Project Impact Calculations

Based on existing travel patterns, it is anticipated that approximately 56% of project trips will travel to and from the north/west on U.S. 441 and 44% will travel to and from the south on U.S. 441. **Table 1** summarizes the anticipated *de minimis* impacts to the immediately adjacent segment of U.S. 441. The segment capacity was obtained from the Lake Sumter MPO CMP database, which calculated service volumes based on the Florida Department of Transportation *Quality/Level of Service Handbook (2020)* with adjustments according to area and roadway characteristics.

Table 1: Project Impact Calculations

Road	From	To	Adopted LOS Standard	Daily Conditions				
				Service Volume	Existing (2020) AADT Volume	% Distribution	Project Trips	% Impact
U.S. 441	Donnelly Street/S.R. 44	Wolf Branch Road	D	41,790	25,000	56%	101	0.2%
				Peak Hour Peak Direction (PHPD) Conditions				
				Service Volume	Existing (2020) PHPD Volume	% Distribution	Project Trips	% Impact
				2,100	1,238	56%	6	0.3%

Summary and Justification for Exemption

The proposed Mt. Dora Self Storage facility is expected to generate 19 PM peak hour trips. Based on Section 4 of the City of Mt. Dora TIS Guidelines, a Request for Exemption Letter is applicable for a Tier 1 development expected to generate fewer than 25 PM peak hour trips.

The self storage facility is proposed to access U.S. 441 via Bristol Lakes Road and Country Club Boulevard. Project trips are expected to have *de minimis* impact on the CMP network roadways in the vicinity, well under the 1% service capacity of U.S. 441.

The project is anticipated to have a minimal impact on the surrounding transportation network and there is available capacity on the roadways within the area of influence. We believe that the proposed development meets all requirements for exemption from further Traffic Impact Study Requirements.

Please contact me at 352-415-1926 or vincent.spahr@kimley-horn.com if you have any questions or concerns with this analysis.

Sincerely,

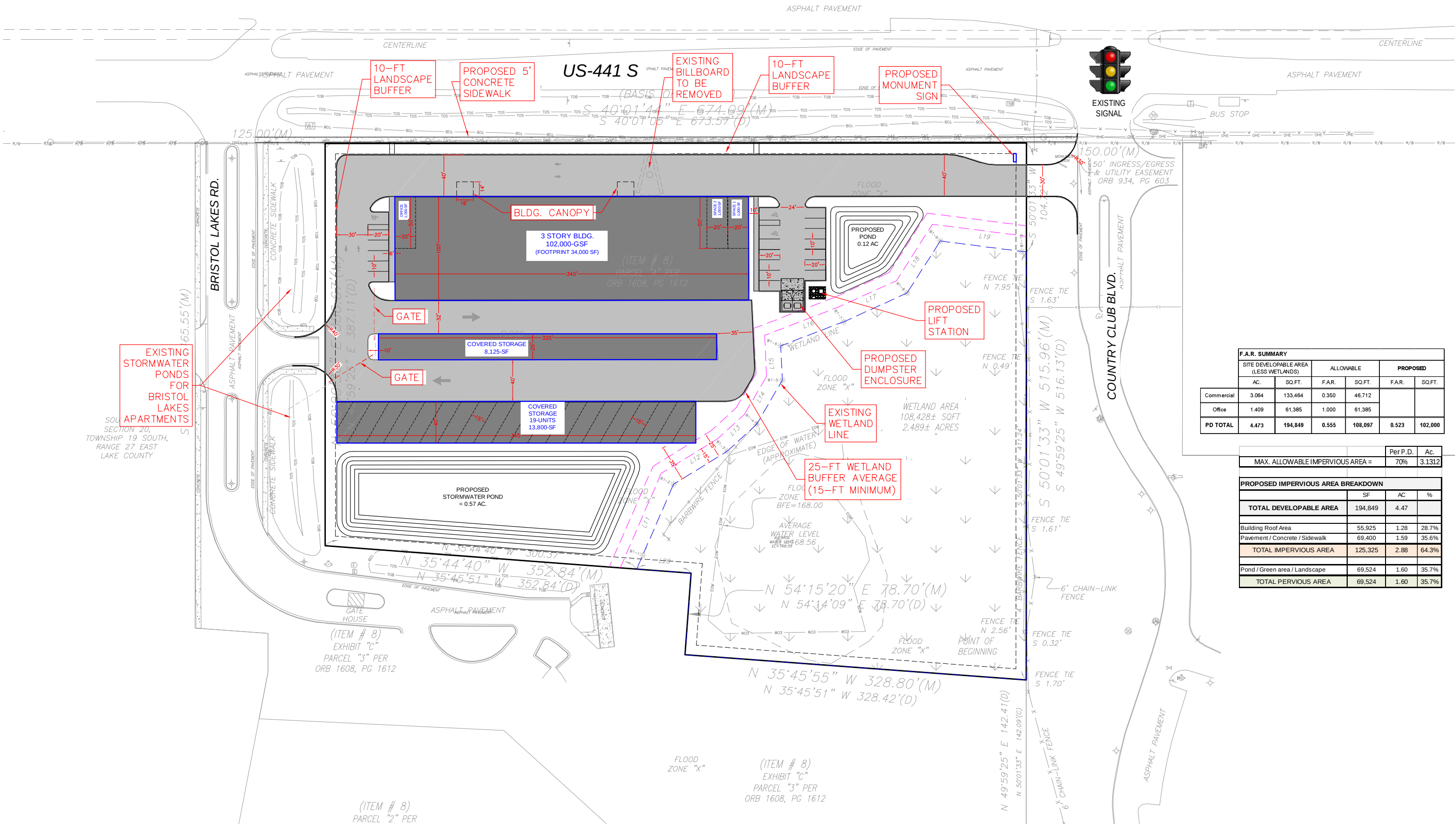


Vincent Spahr, P.E.
Kimley-Horn

Attachments: Conceptual Site Plan
Figure 1: Area of Influence
Figure 2: Trip Distribution/Assignment
Excerpts from ITE *Trip Generation Manual*, 11th Edition

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F.A.R. SUMMARY					
	SITE DEVELOPABLE AREA (LESS WETLANDS)		ALLOWABLE		PROPOSED
	AC.	SQ.FT.	F.A.R.	SQ.FT.	SQ.FT.
Commercial	3.064	133,464	0.350	46,712	
Office	1.409	61,385	1.000	61,385	
PD TOTAL	4.473	194,849	0.555	108,097	102,000

	Per P.D.	Ac.
MAX. ALLOWABLE IMPERVIOUS AREA =	70%	3.1312

PROPOSED IMPERVIOUS AREA BREAKDOWN			
	SF	AC	%
TOTAL DEVELOPABLE AREA	194,849	4.47	
Building Roof Area	55,925	1.28	28.7%
Pavement / Concrete / Sidewalk	69,400	1.59	35.6%
TOTAL IMPERVIOUS AREA	125,325	2.88	64.3%
Pond / Green area / Landscape	69,524	1.60	35.7%
TOTAL PERVIOUS AREA	69,524	1.60	35.7%

SELF STORAGE

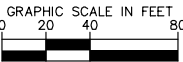
MT. DORA, LAKE COUNTY, FL
March 15, 2022 Regular City Council

PRELIMINARY SITE PLAN

11/3/2021 - CONTACT: REGAN O'LAUGHLIN, P.E. - (407) 427-1611 - REGAN.OLAUGHLIN@KIMLEY-HORN.COM

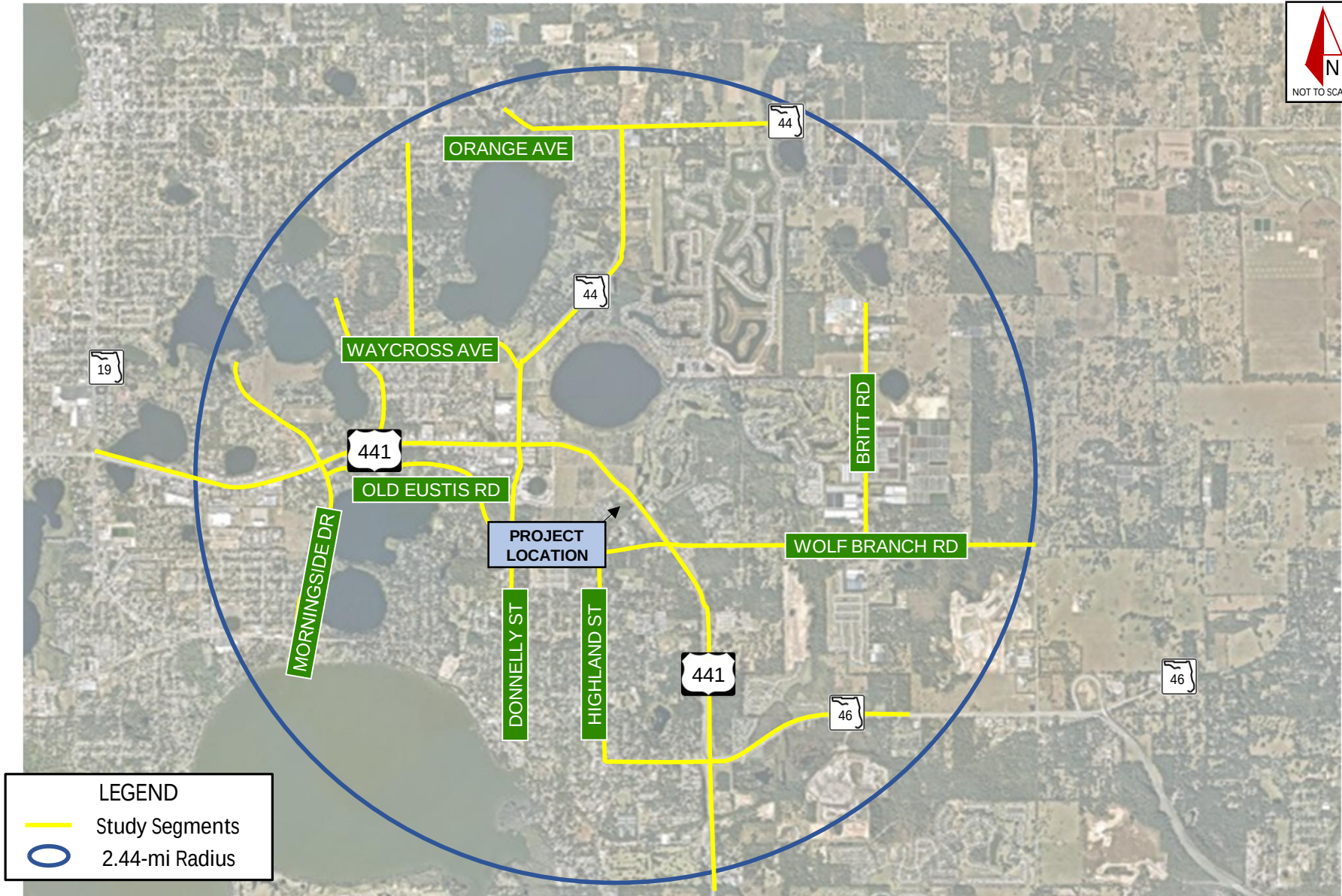
SP-5

- CONCEPT NOTES:
- THIS IS A PRELIMINARY SITE PLAN ONLY. AS SUCH, IS SUBJECT TO REGULATORY REVIEW AND PERMIT CONSIDERATION.
 - DRIVEWAY ACCESS SUBJECT TO REGULATORY REVIEW.
 - SIGNAGE NEEDS TO BE VERIFIED.
 - PARKING NEEDS TO BE VERIFIED.
 - PEDESTRIAN ACCESS NEEDS TO BE VERIFIED.
 - EXISTING UTILITIES NEED TO BE VERIFIED.



Kimley-Horn

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LEGEND

 Study Segments

 2.44-mi Radius

Figure 1: Area of Influence Mt. Dora Self Storage	January 2022 Project No.: 049631002	Kimley»Horn © 2022 Kimley-Horn and Associates, Inc. 189 S Orange Ave, Suite 1000, Orlando, FL, 32801 Phone: (407)-898-1511	
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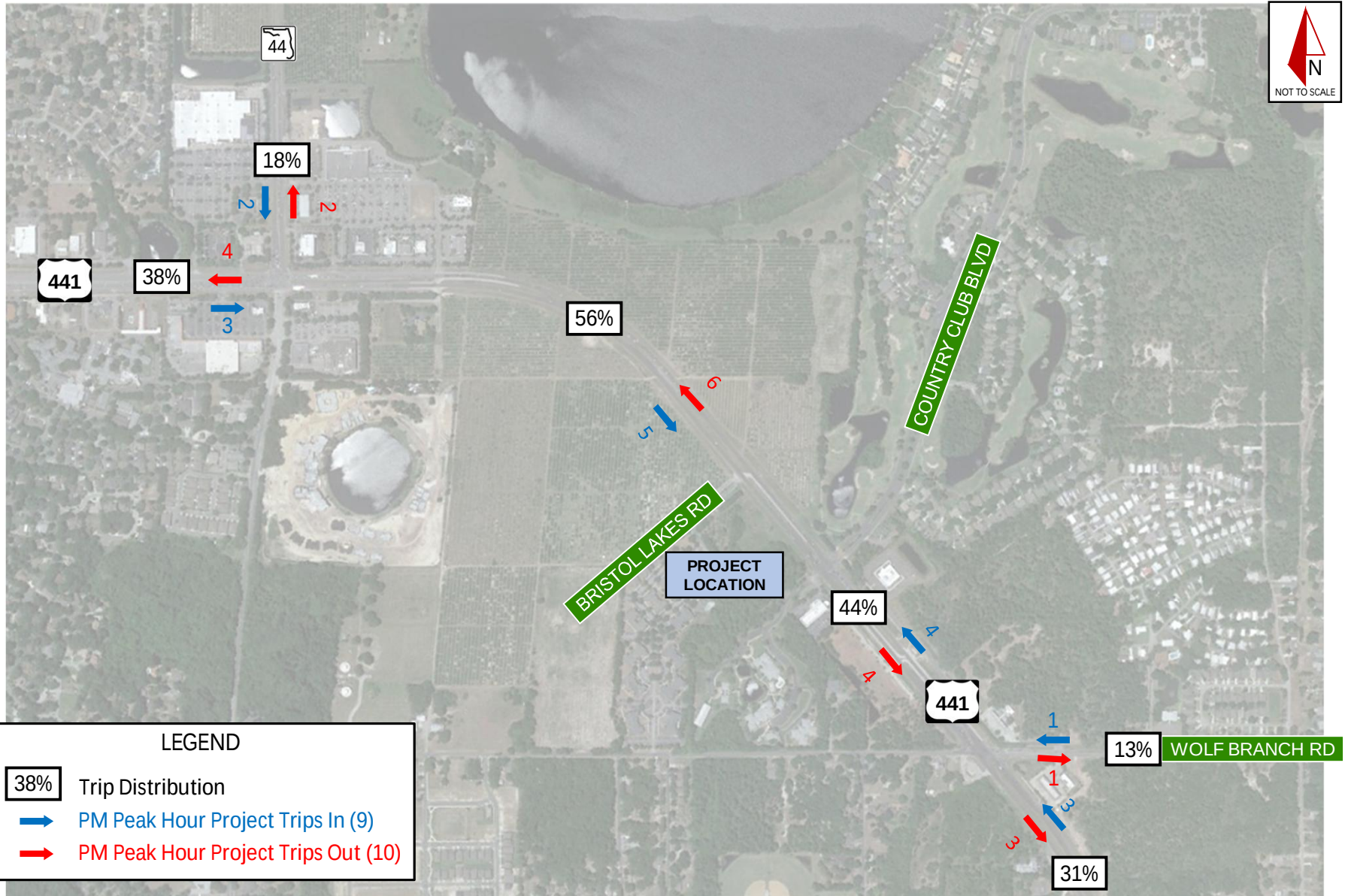


Figure 2: Trip Distribution/Assignment
Mt. Dora Self Storage

January 2022
Project No.: 049631002

Kimley»Horn
© 2022 Kimley-Horn and Associates, Inc.
189 S Orange Ave, Suite 1000, Orlando, FL, 32801
Phone: (407)-898-1511

Mini-Warehouse (151)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 16

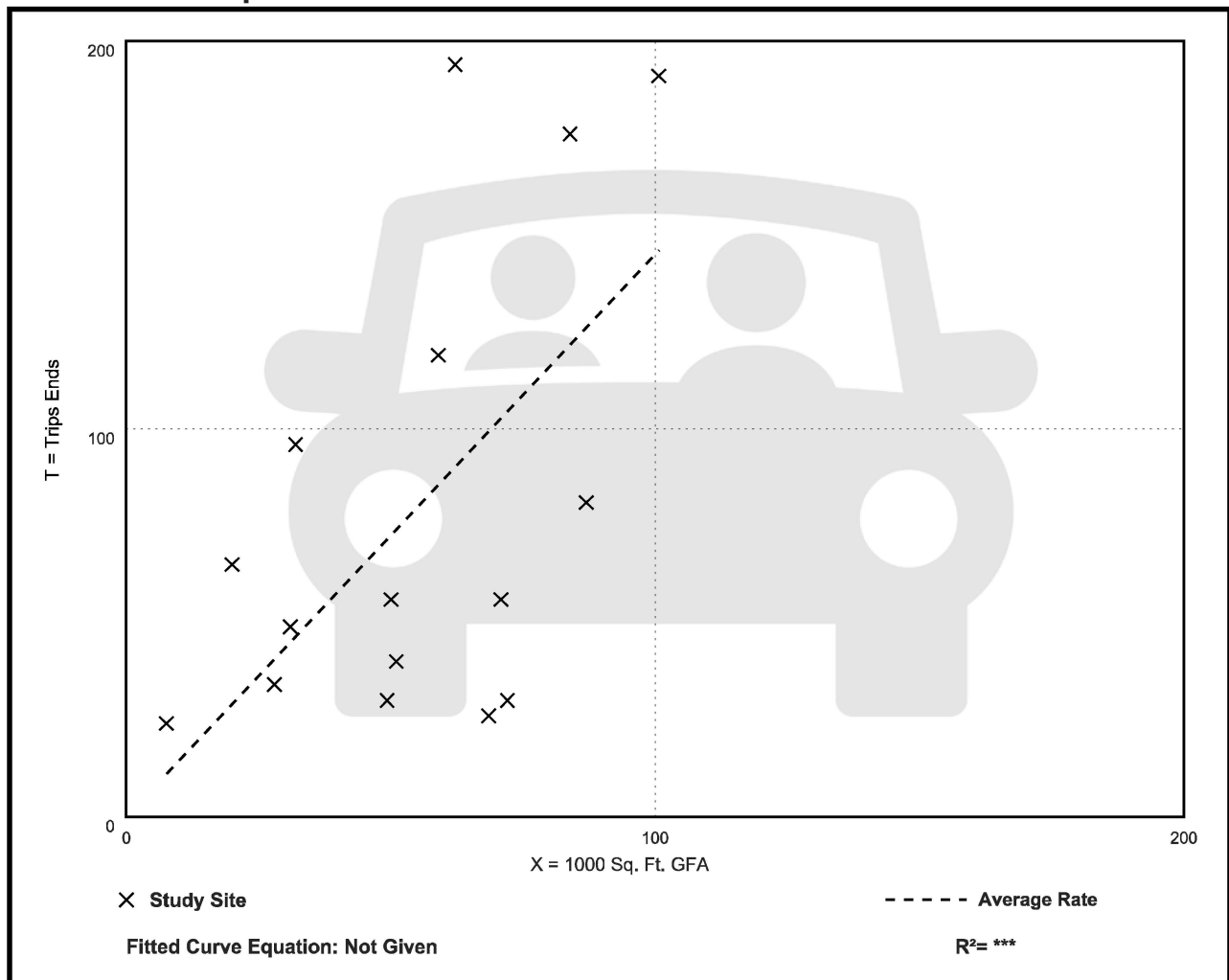
Avg. 1000 Sq. Ft. GFA: 55

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.45	0.38 - 3.25	0.92

Data Plot and Equation



Mini-Warehouse (151)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 13

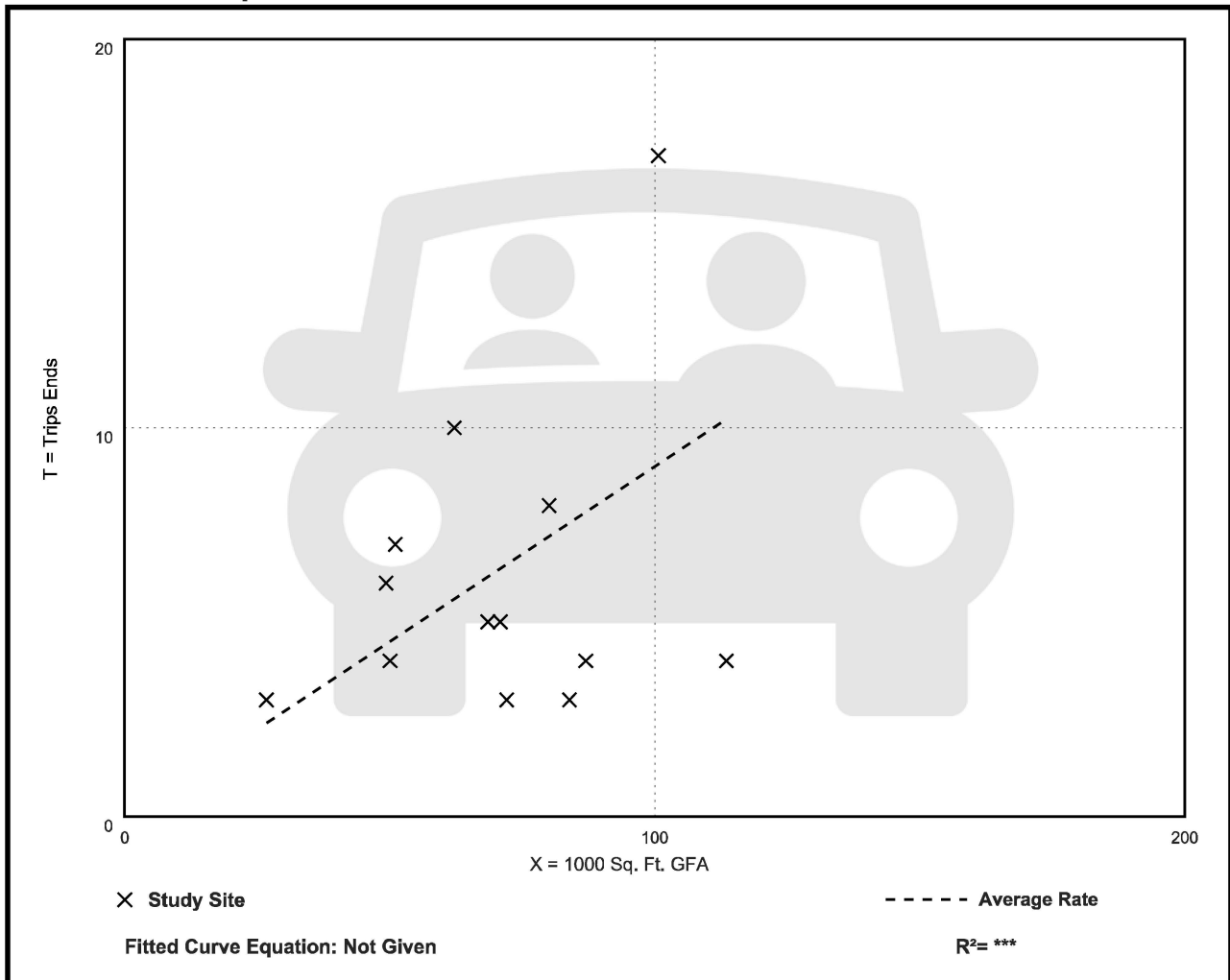
Avg. 1000 Sq. Ft. GFA: 70

Directional Distribution: 59% entering, 41% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.09	0.04 - 0.17	0.05

Data Plot and Equation



Mini-Warehouse (151)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 18

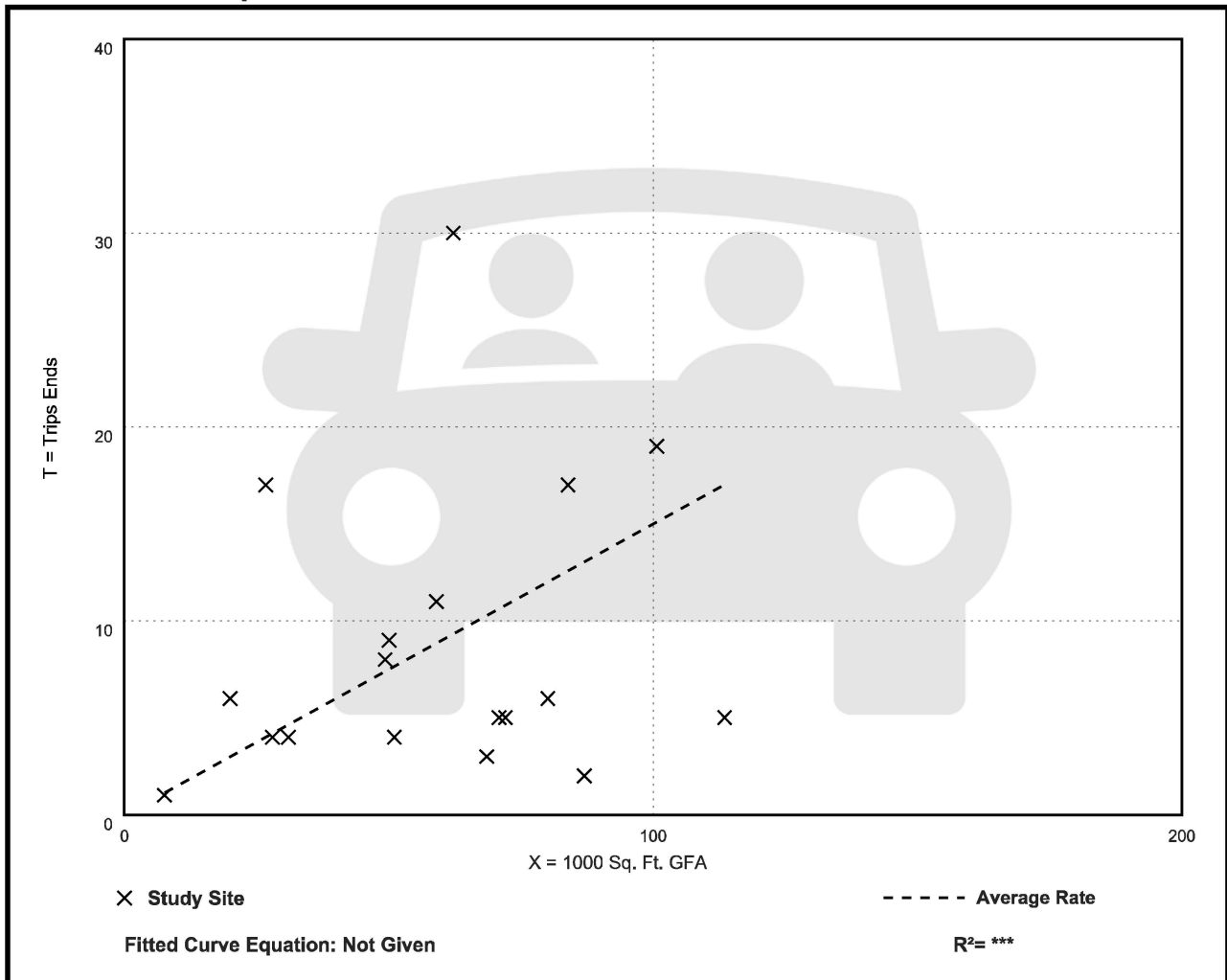
Avg. 1000 Sq. Ft. GFA: 59

Directional Distribution: 47% entering, 53% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.15	0.02 - 0.64	0.14

Data Plot and Equation





CITY OF
MOUNT
DORA

PUD22-01FNL
19630 US HWY 441

City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
Fax: 352-735-7191
E-mail: plandev@cityofmoundora.com

**FINAL PLANNED UNIT DEVELOPMENT (PUD)
APPLICATION**

Date: 12/30/21 Project Name: Mt. Dora Storage

1. Applicant's Name: Donald Huber
Company's Name: The Huber Group, LLC
Address: PO Box 730
City, State & Zip: Windermere, FL. 34786
Phone: 407-909-0600 E-mail: dhuber@cfl.rr.com

2. Property Owner's Name(s): Robert Simpson
Company's Name: Simpson Family Partnership, LTD
Address: 445 Limit Ave
City, State & Zip: Mt. Dora FL. 32757
Phone: _____ E-mail: Bob@simpson.co

3. Engineer's Name: Regan O'Laughlin
Company's Name: Kimley-Horn
Address: 189 S. Orange Ave., Suite 1000
City, State & Zip: Orlando, FL. 32801
Phone: 407-427-1611 E-mail: Regan.OLaughlin@kimley-horn.com

4. Landscape Architect: Regan O'Laughlin
Company's Name: Kimley-Horn
Address: 189 S. Orange Ave., Suite 1000
City, State & Zip: Orlando, FL. 32801
Phone: 407-427-1611 E-mail: Regan.OLaughlin@kimley-horn.com

5. The property generally located and list adjacent streets: US 441 S. and Bristol Lakes Rd
and Country Club Blvd
6. Size of property in Acres: 6.962 Square Feet: 303,277
7. Zoning District: County C-1 Future Land Use Category: County, Regional Office
8. Number of Structures and/or units to be built: 3 Buildings
9. Is the proposed use(s) permissible in requested district? Yes
10. Provide description of the proposed use: Mixed use commercial: Self-Storage,
on-site office and retail uses, wetland conservation areas
11. Provide phase breakdown and description of phases: one phase
12. State the reason for this request (attach written summary if additional space is needed):
In order to develop the property with adequate
intensity and establish development standards.
13. Has an application been filed within the last 12 months (describe, if yes)? N/A

CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal pursuant to the City's Land Development Code. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.


Owner/Applicant Signature

12/30/2021
Date

OWNER AUTHORIZATION FORM

FOR THE MT. DORA SELF STORAGE PROJECT LOCATED AT US-441 AND BRISTOL LAKES RD, CITY OF MOUNT DORA, FL:

I/WE, SIMPSON FAMILY PARTNERSHIP LTD, AS THE LEGAL AUTHORITY OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, LAKE COUNTY PARCEL No. 20-19-27-003-000-06000 (ALT. KEY: 3884342), DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT(S) DONALD HUBER AND/OR ALLAN BRADLEY OF HUBER GROUP, LLC, TO EXECUTE AND/OR SUBMIT ANY APPLICATIONS, PETITIONS, OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS: CITY OF MOUNT DORA ANNEXATION, CITY OF MOUNT DORA FUTURE LAND USE AMENDMENT SMALL SCALE, CITY OF MOUNT DORA PLANNED UNIT DEVELOPMENT (PUD) APPLICATION(S), AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Robert L. Simpson
Signature of Property Owner

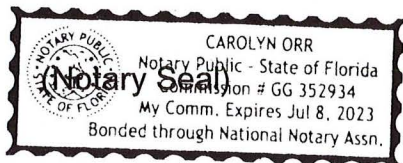
Date: 1/13/2022

Simpson Family Partnership LTD
Print Name Property Owner

STATE OF FLORIDA :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this 13th day of January 2022 by Robert L. Simpson. He/she is personally known to me or has produced as identification and ~~did~~ did not take an oath.

Witness my hand and official seal in the county and state stated above on the 13th day of January 2022, in the year 2022.



[Signature]
Signature of Notary Public
Notary Public for the State of Florida

My Commission Expires: July 8, 2023

**NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2022-06
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2022-06. The final public hearing on the ordinance will be held on Tuesday, March 15, 2022, at 6:00 p.m., or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2022-06 is as follows:

ORDINANCE NO: 2022-06

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND NORTH OF LIMIT AVENUE (MOUNT DORA SELF STORAGE); PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE AND ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person 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.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published Legal Notice: March 4, 2022

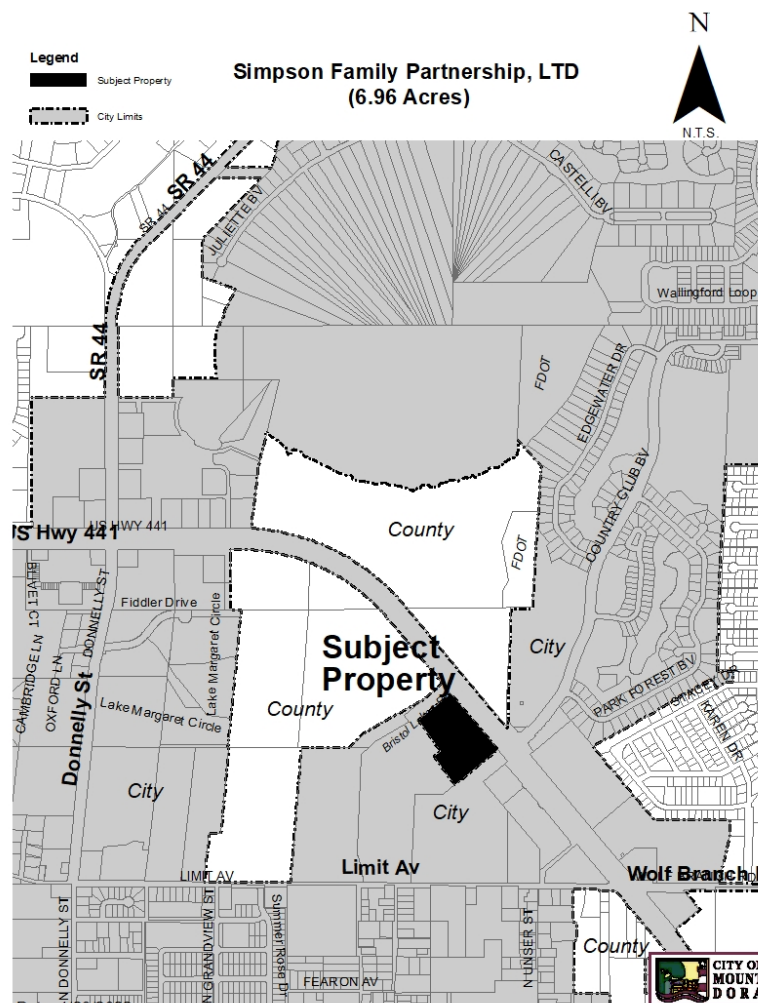
NOTICE OF ZONING CHANGE CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes adopt the following Ordinance No. 2022-06 for the lands within the area shown in the map in this advertisement.

ORDINANCE NO: 2022-06

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND NORTH OF LIMIT AVENUE (MOUNT DORA SELF STORAGE); PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE AND ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**Change From: County Neighborhood Commercial (C-1)
To: City Planned Unit Development (PUD)**



A final public hearing on the change in zoning will be held on **Tuesday, March 15, 2022, at 6:00 p.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

Interested parties may appear at the above meeting and be heard with respect to the proposed rezoning.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The proposed ordinance may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

Title in 18 point
2 column, 10.5 inch; Non-legal
Publish Date: March 4, 2022

ORDINANCE NO: 2022-06

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND NORTH OF LIMIT AVENUE (MOUNT DORA SELF STORAGE); PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE AND ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Simpson Family Partnership, LTD (Property Owner) is the fee simple owner of that property generally located on the west side of US Highway 441 and north of Limit Avenue as more particularly described in **Exhibit "A"** attached hereto (Property) and Huber Group, LLC is the applicant representative (Applicant) acting on behalf of the Property Owner; and

WHEREAS, pursuant to City of Mount Dora Land Development Code, Section 3.4.5., the Property Owner/Applicant submitted a final master plan for the Property to the City for Planned Unit Development (PUD) rezoning; and

WHEREAS, the requested zoning district classification change and Zoning Map amendment are consistent with the City of Mount Dora Comprehensive Plan 2045 and meet the criteria established by Florida Statutes, Chapter 166; and

WHEREAS, on February 16, 2022, the City of Mount Dora Planning and Zoning Commission approved the proposed zoning district classification change and Zoning Map amendment; and

WHEREAS, the City of Mount Dora held a duly noticed public hearing on the proposed zoning district classification change for the Property to PUD, considered the findings and advice of staff and considered the written information, oral comments and supporting data and analysis provided by members of the public and all interested parties; and

WHEREAS, the City of Mount Dora hereby finds that the requested zoning district classification change and Zoning Map amendment serves a legitimate public purpose and is in the best interest of the health, safety and welfare of the citizens of the City of Mount Dora, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT DORA, FLORIDA:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. Zoning District Classification Change and Zoning Map Amendment.

(a) The Property is hereby rezoned from County C-1 to City PUD, subject to the conditions set forth herein.

(b) The official Zoning Map of the City of Mount Dora shall be amended to reflect the rezoning on the Property from County C-1 to City PUD.

(c) The Property as rezoned shall be subject to all conditions set forth in the City's Land Development Code, except for the conditions, zoning performance standards, site designs standards, permitted uses and other components described or graphically depicted on the final development plan for Mount Dora Self Storage attached hereto as **Exhibit "B"**, which shall be the controlling master plan for the Property.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance and the rezoning on the Property. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the rezoning of the Property from C-1 to City PUD, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. Non-Codification and Scrivener's Errors. The provisions of this Ordinance shall not be codified in the, City of Mount Dora Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 8. Effective Date. This Ordinance shall take effect immediately upon adoption; however, shall become effective only after City of Mount Dora Ordinance 2022-05, adopting a small-scale comprehensive plan amendment to change the land use designation on the Property to Office and Commercial, becomes effective.

FIRST READING: March 1, 2022

SECOND READING: March 15, 2022

PASSED AND ADOPTED this 15th day of March 2022.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM
CITY CLERK

For the use and reliance of City of Mount Dora only.
Approved as to form and legality.

Sherry G. Sutphen, City Attorney

EXHIBIT “A”
Property Legal Description

EXHIBIT “B”

Final Planned Unit Development for Mount Dora Self Storage

Exhibit "A"

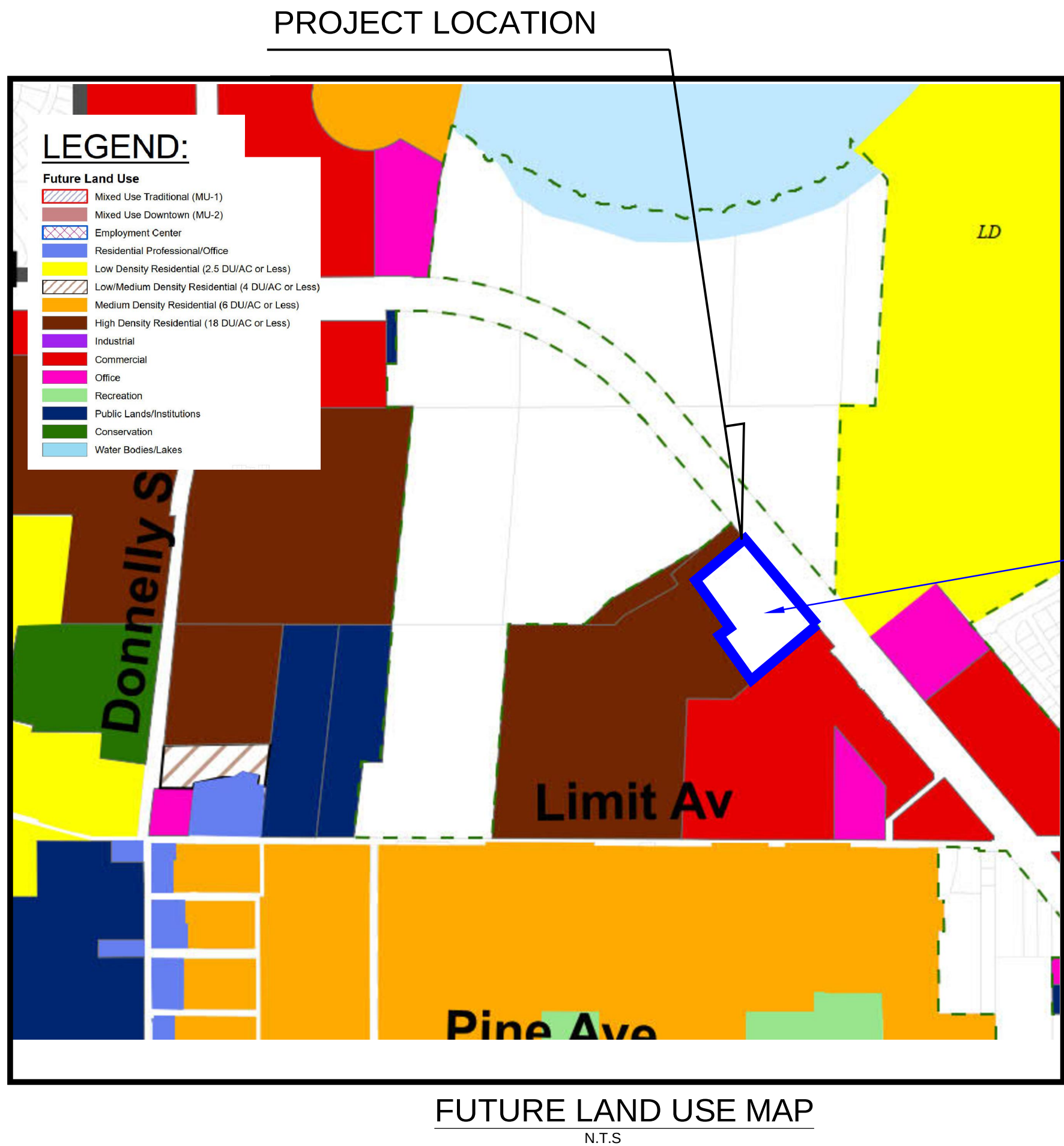
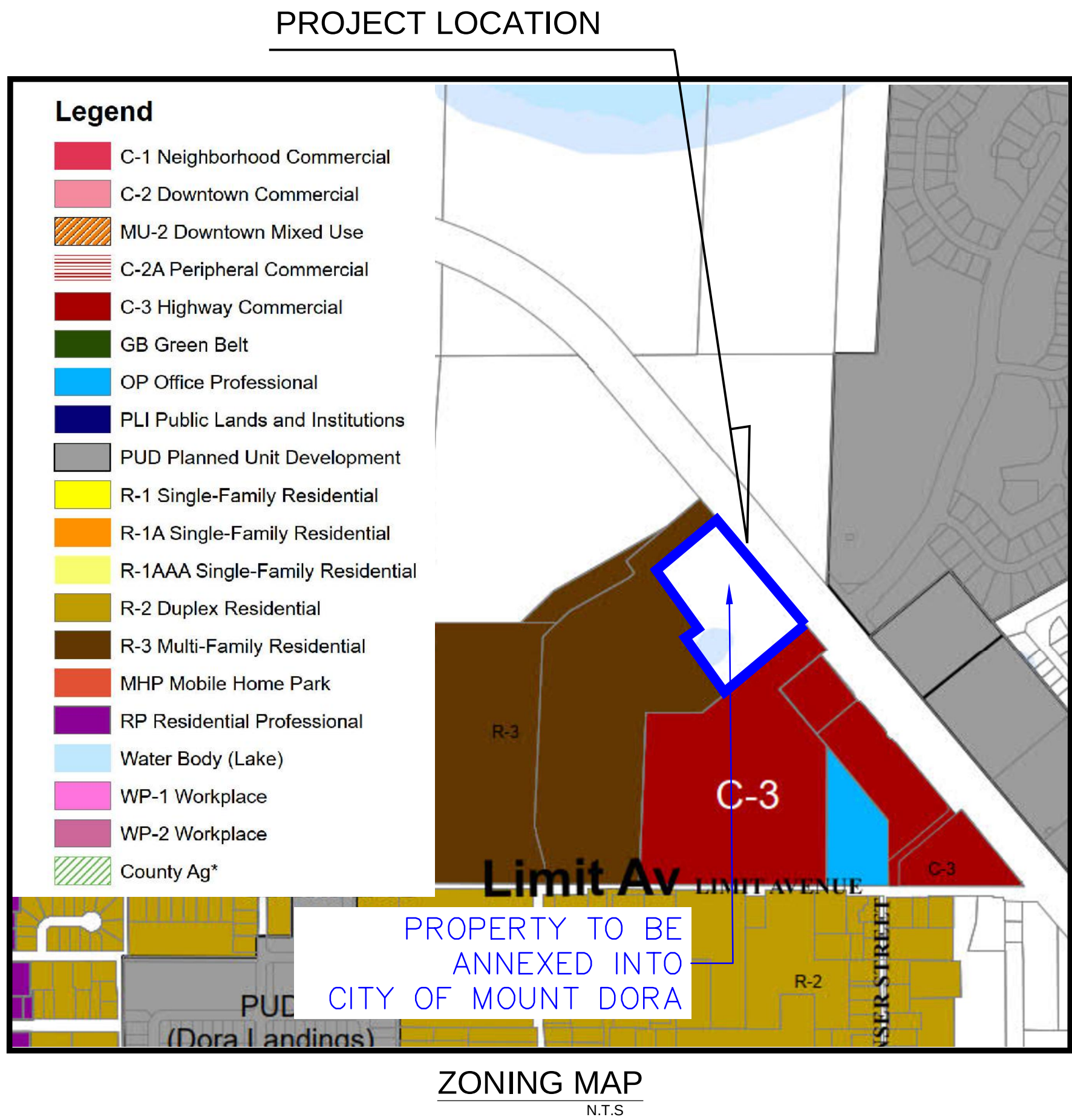
Parcel Number 20-19-27-0003-000-06000

THAT PART OF THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20; RUN THENCE N 89°43'35" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 178.61 FEET TO A LINE, SAID LINE BEING 178.50 FEET FROM AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE N 02°18'40" E ALONG SAID LINE, 850.00 FEET; THENCE S 89°43'35" E, PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 A DISTANCE OF 268.59 FEET; THENCE N 49°59'25" E, 142.41 FEET TO THE POINT OF BEGINNING; THENCE N 35°45'51" W, 328.42 FEET; THENCE N 54°14'09" E, 78.70 FEET; THENCE N 35°45'51" W, 352.84 FEET; THENCE N 49°59'25" E, 387.11 FEET TO THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 441; THENCE S 40°01'05" E, 673.57 FEET ALONG SAID RIGHT-OF-WAY TO A POINT THAT LIES N 49°59'25" E OF THE POINT OF BEGINNING; THENCE S 49°59'25" W, 516.13 FEET TO THE POINT OF BEGINNING.

ALL THE ABOVE CONTAINING 6.96 ACRES, MORE OR LESS.

Drawing name: K:\ORL_Civil\049631002-Mt. Dora Self Storage\CADD\DEVELOPMENT\PlanSheets\DP0.0 - COVER.dwg
March 15, 2022
DP0.0
Jan 26, 2022 4:05pm
by: Regan.Olaughlin
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGAL DESCRIPTION:

THAT PART OF THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20; RUN THENCE N 89°43'35" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 178.61 FEET TO A LINE, SAID LINE BEING 178.50 FEET FROM AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE N 02°18'40" E ALONG SAID LINE, 850.00 FEET; THENCE S 89°43'35" E, PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 A DISTANCE OF 268.59 FEET; THENCE N 49°59'25" E, 142.41 FEET TO THE POINT OF BEGINNING; THENCE N 35°45'51" W, 328.42 FEET; THENCE N 54°14'09" E, 78.70 FEET; THENCE N 35°45'51" W, 352.84 FEET; THENCE N 49°59'25" E, 387.11 FEET TO THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 441; THENCE S 40°01'05" E, 673.57 FEET ALONG SAID RIGHT-OF-WAY TO A POINT THAT LIES N 49°59'25" E OF THE POINT OF BEGINNING; THENCE S 49°59'25" W, 516.13 FEET TO THE POINT OF BEGINNING.

FINAL PUD MASTER PLAN FOR MOUNT DORA SELF STORAGE JANUARY 24, 2022 CITY OF MOUNT DORA, FL PROPERTY INFO.: US-441., MOUNT DORA, FL 32757 L.C. PARCEL ID. 20-19-27-0003-000-06000

FINAL P.U.D. CONDITION(S):

1. PERMITTED USES SHALL FOLLOW THE PERMITTED USES COMMUTATE TO THE CITY'S "C-3" ZONING AND INCLUDES MINI-WAREHOUSE FACILITY USE.
2. PROPOSED USES, OTHER THAN SHOWN ON THE PROPOSED FINAL P.U.D. MASTER PLAN, WILL REQUIRE A SEPARATE SITE PLAN MEETING MINIMUM LAND DEVELOPMENT CODE REQUIREMENTS, SUCH AS PARKING, BUFFERING, ETC. AND SHALL FOLLOW THE CITY'S NORMAL SITE PLAN REVIEW PROCESS.
3. EXTERIOR ELEVATIONS AND SITE PLAN SHALL BE CONSISTENT WITH THE CITY'S LAND DEVELOPMENT CODE. THE ELEVATIONS PROVIDED WITH THE FINAL P.U.D. MASTER PLAN ARE CONCEPTUAL IN NATURE AND FOR ILLUSTRATIVE PURPOSES ONLY.
4. SHARED PUBLIC INGRESS/EGRESS EASEMENT (CREATING A FRONTAGE ROAD) SHALL BE REQUIRED FROM BRISTOL LAKE BLVD. TO THE COUNTRY CLUB BLVD./US-HWY 441 INTERSECTION. THIS EASEMENT AGREEMENT SHALL BE REQUIRED AT TIME OF SITE PLAN SUBMITTAL.

PROJECT TEAM

CIVIL ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.
189 S. ORANGE AVE., STE. 1000
ORLANDO, FL 32801
CONTACT: REGAN J. O'LAUGHLIN, P.E.
PHONE: (407) 427-1611
EMAIL: REGAN.OLAUGHLIN@KIMLEY-HORN.COM

OWNER/DEVELOPER:

HUBER GROUP, LLC
625 MAIN ST., STE. 103
PO BOX 730
WINDERMERE, FL 34786
CONTACT: ALLAN BARDLEY
PHONE: 407-909-0600
EMAIL: ALLAN@THEHUBERGROUP.US

SURVEYOR:

UPHAM INC.
265 KENILWORTH AVENUE.,
ORMOND BEACH, FL 32174
CONTACT: MICHAEL E. AWAD, PSM
PHONE: 386-672-9515
EMAIL:

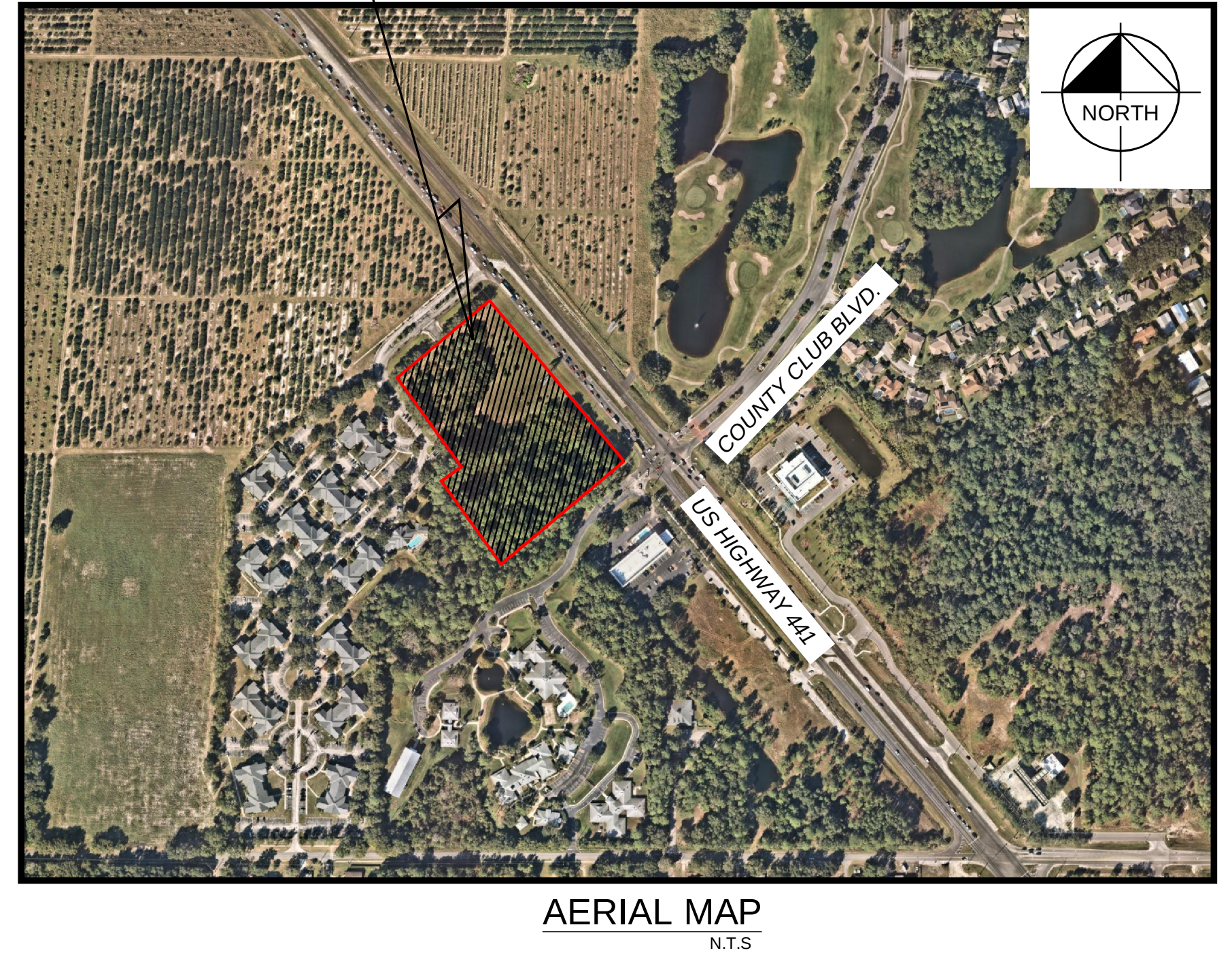
LANDSCAPE ARCHITECT:

KIMLEY-HORN AND ASSOCIATES, INC.
189 S. ORANGE AVE., STE. 1000
ORLANDO, FL 32801
CONTACT: SCOTT MINGONET, PLA, AICP
PHONE: (407) 898-1511
EMAIL: SCOTT.MINGONET@KIMLEY-HORN.COM

ARCHITECT:

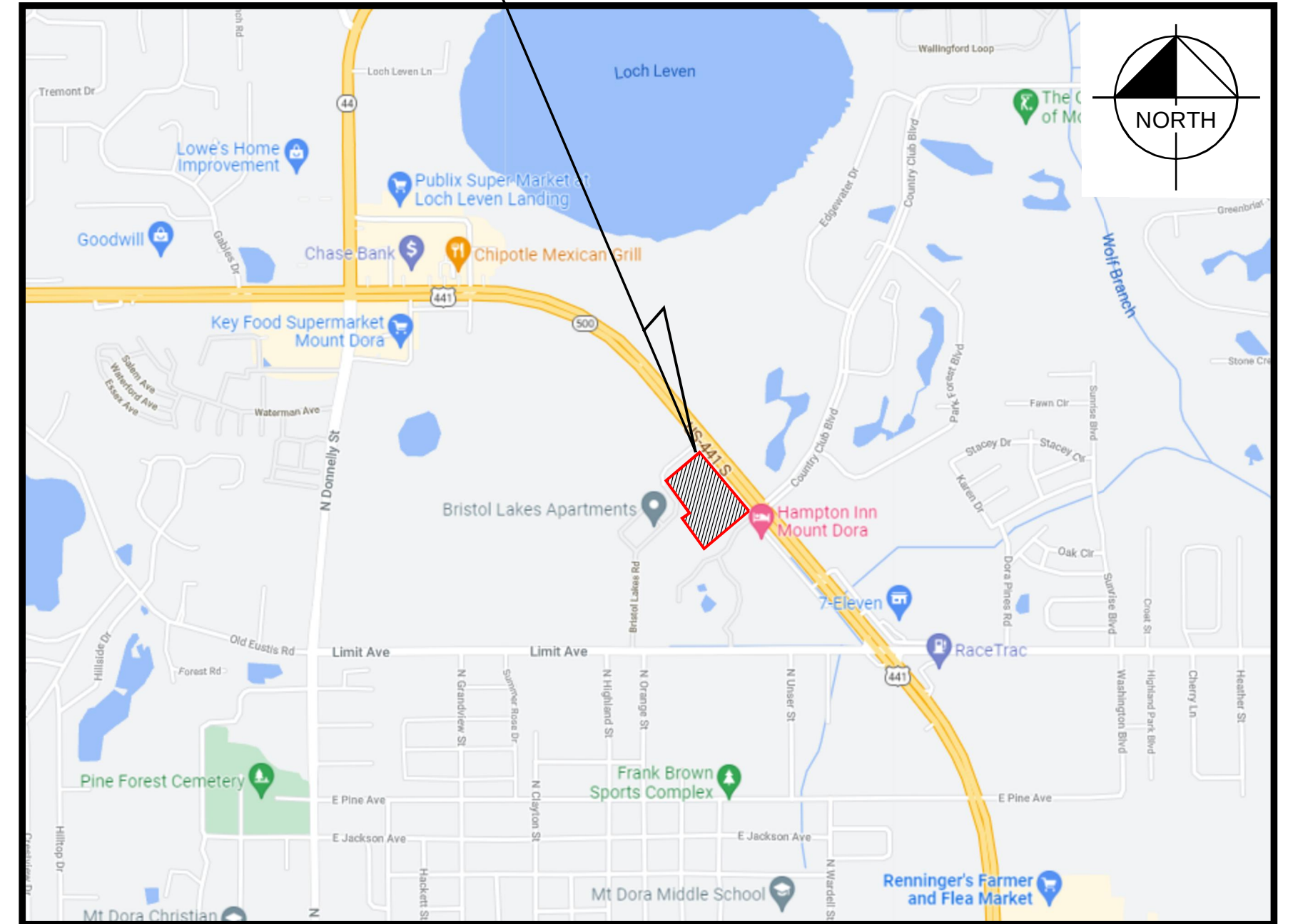
KEESEEE ASSOCIATES
258 SOUTHWALL LANE, SUITE 200
MAITLAND, FL 32751
CONTACT: JAMES A. GARRITANI, R.A.
PHONE: (407) 880-2333
EMAIL: JAMES.GARRITANI@GOKEESEEE.COM

PROJECT LOCATION



AERIAL MAP
N.T.S.

PROJECT LOCATION



LOCATION MAP
N.T.S.

SHEET INDEX

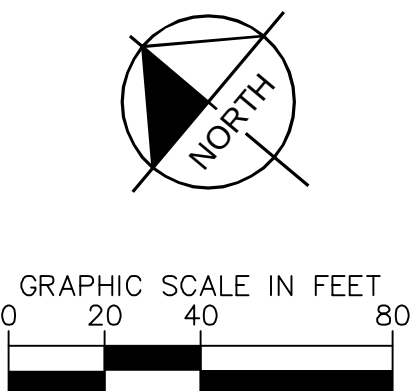
DP0.0	COVER SHEET
DP1.0	EXISTING CONDITIONS PLAN
DP2.0	MASTER PLAN
L1.00	PRELIMINARY LANDSCAPE PLAN
B1.00	BUILDING ELEVATIONS
S1.00	BOUNDARY & TOPO SURVEY

PREPARED BY
Kimley»Horn

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY NO. 696

MOUNT DORA SELF STORAGE
K-H PROJECT# 04963102
1-24-2022

SHEET NUMBER
DP0.0

[illegible]

Kimley»Horn

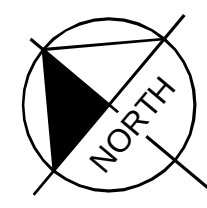
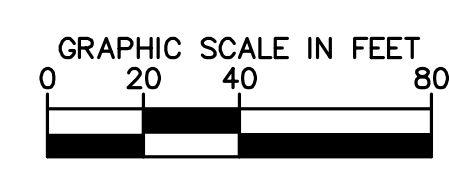
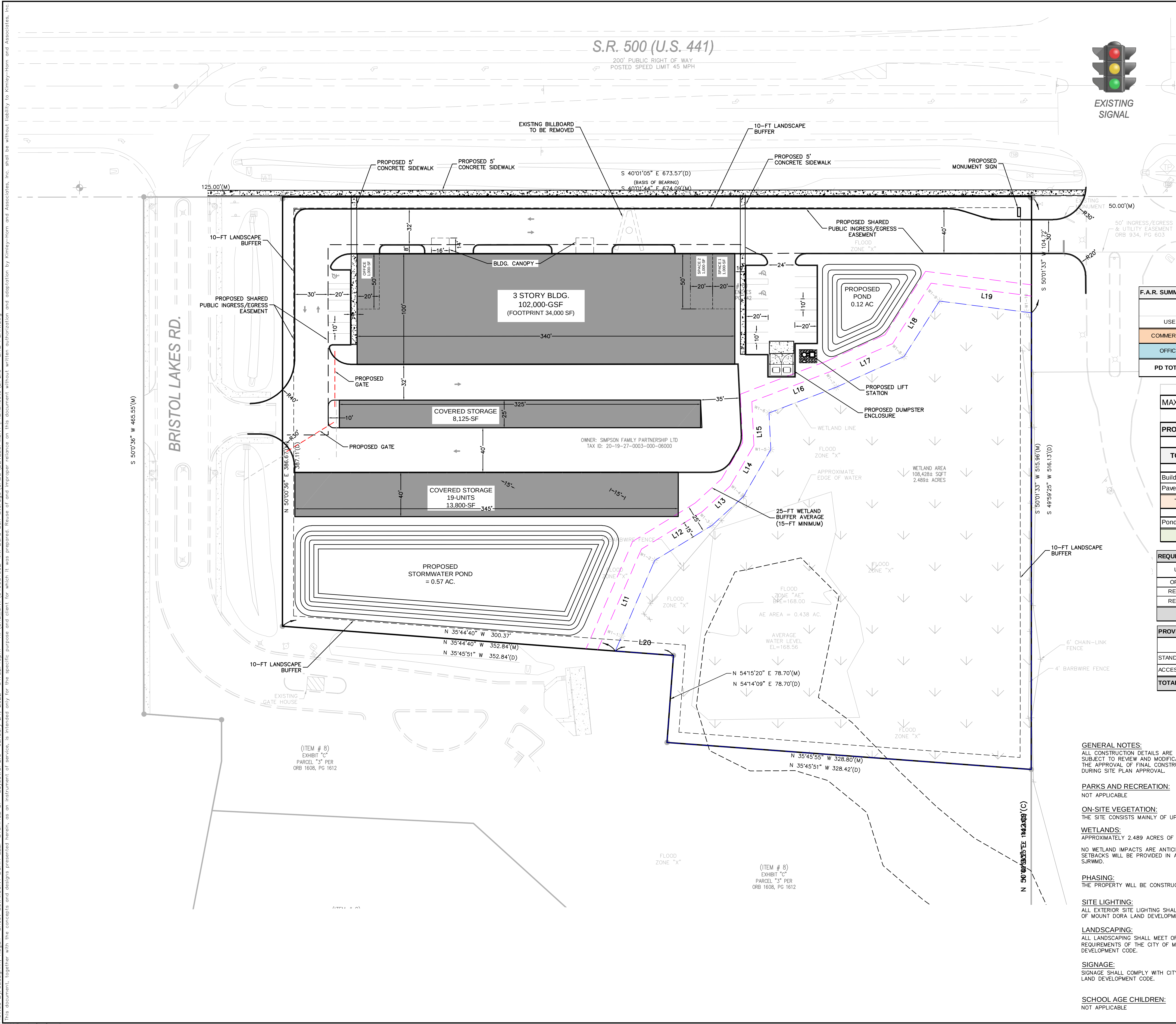
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189 S ORANGE AVE, SUITE 1000, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM CA 00000696

KHA. PROJECT 049631002	LICENSED PROFESSIONAL
DATE 1-24-2022	REGAN O'LAUGHLIN, P.E.
SCALE AS SHOWN	FLORIDA LICENSE NUMBER 68432
DESIGNED BY RJO	
DRAWN BY AFE	
CHECKED BY RJO	DATE:

EXISTING CONDITIONS

MOUNT DORA SELF STORAGE

SHEET NUMBER
DP1.0



<u>OVERALL SITE DATA:</u>	
PROPERTY AREA:	6.962 ACRES (303,277-SQ-FT.)
DEVELOPMENT AREA:	4.473 ACRES (194,849-SQ-FT.)
WETLAND/CONSERV. AREA:	2.489 ACRES (108,428-SQ-FT.)
ZONING (PROPOSED):	PUD
FUTURE LAND USE: (PROPOSED)	COMMERCIAL OFFICE
EXISTING USE:	UNDEVELOPED
PROPOSED USE:	ALL PERMITTED USES PER "C-3" ZONING, INCLUDING MINI-WAREHOUSE FACILITY USES
MAXIMUM BUILDING HEIGHT:	50'-FT (THREE STORY)
PROPOSED BUILDING HEIGHT:	42'-0" (THREE STORY)

F.A.R. SUMMARY						
USE	SITE DEVELOPABLE AREA (LESS WETLANDS)		ALLOWABLE		PROPOSED	
	AC.	SQ.FT.	F.A.R.	SQ.FT.	F.A.R.	SQ.FT.
COMMERCIAL	2.459	107,101	0.350	37,485		
OFFICE	2.014	87,748	1.000	87,748		
PD TOTAL	4.473	194,849	0.643	125,233	0.636	123,925

		Per P.D.	Ac.
MAX. ALLOWABLE IMPERVIOUS AREA =		65%	2.90753

PROPOSED IMPERVIOUS AREA BREAKDOWN			
	SF	AC	%
TOTAL DEVELOPABLE AREA	194,849	4.47	
Building Roof Area	55,928	1.28	28.7%
Pavement / Concrete / Sidewalk	67,932	1.56	34.9%
TOTAL IMPERVIOUS AREA	123,860	2.84	63.6%
Pond / Green area / Landscape	70,989	1.63	36.4%
TOTAL PERVIOUS AREA	70,989	1.63	36.4%

REQUIRED PARKING CALCULATION			
USE	REQUIREMENT	UNITS	REQUIRED SPACES
OFFICE	1 SPACE PER 300 SF	1,000	4
RETAIL 1	1 SPACE PER 250 SF	1,000	4
RETAIL 2	1 SPACE PER 250 SF	1,000	4
TOTAL REQUIRED PARKING SPACES			12

PROVIDED PARKING SPACES	
	PROVIDED SPACES
STANDARD PARKING SPACES	17
ACCESSIBLE HANDICAP PARKING	3
TOTAL PROVIDED PARKING SPACES	20

GENERAL NOTES:
ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS DURING SITE PLAN APPROVAL.

PARKS AND RECREATION:
NOT APPLICABLE

ON-SITE VEGETATION:
THE SITE CONSISTS MAINLY OF UPLAND PINE FOREST.

WETLANDS:
APPROXIMATELY 2.489 ACRES OF WETLANDS EXIST ON SITE.

NO WETLAND IMPACTS ARE ANTICIPATED, AND BUFFER SETBACKS WILL BE PROVIDED IN ACCORDANCE WITH SJWRMD.

PHASING:
THE PROPERTY WILL BE CONSTRUCTED IN ONE PHASE.

SITE LIGHTING:
ALL EXTERIOR SITE LIGHTING SHALL COMPLY WITH CITY OF MOUNT DORA LAND DEVELOPMENT CODE.

LANDSCAPING:
ALL LANDSCAPING SHALL MEET OR EXCEED THE REQUIREMENTS OF THE CITY OF MOUNT DORA'S LAND DEVELOPMENT CODE.

SIGNAGE:
SIGNAGE SHALL COMPLY WITH CITY OF MOUNT DORA LAND DEVELOPMENT CODE.

SCHOOL AGE CHILDREN:
NOT APPLICABLE

BI-CYCLE PARKING:

TWO (2) BI-CYCLE RACKS (4 SPACES) SHALL BE PROVIDED WITH THE DEVELOPMENT.

UTILITY SERVICE:

THE DEVELOPER SHALL OBTAIN POTABLE WATER AND WASTEWATER SERVICE FROM THE CITY OF MOUNT DORA. FINAL SIZE AND LOCATION OF PROPOSED UTILITIES TO BE DETERMINED AT TIME OF SITE DEVELOPMENT PLAN REVIEW.

STORMWATER MANAGEMENT:

A STORMWATER MANAGEMENT SYSTEM WILL BE PROVIDED ON-SITE. RUNOFF WILL BE CONTROLLED AND PERMITTED IN ACCORDANCE WITH ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT (SRWMD) AND FDOT CRITERIA, AND CITY OF MOUNT DORA LAND DEVELOPMENT CODE.

FIRE:

FIRE HYDRANTS SHALL BE INSTALLED SO THE DESIGN AND CALCULATIONS MEET THE REQUIREMENTS OF CHAPTER 18 OF NFPA 1, (FFPC 6TH EDITION 2015).

FLOOD ZONE:

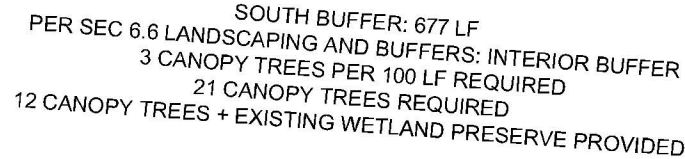
NO IMPACTS TO FLOOD PLAIN ARE ANTICIPATED WITH THE DEVELOPMENT.

BASED ON FEMA FIRM NUMBER 120690C359E, DATED DECEMBER 18, 2012:

THE MAJORITY OF THE PROPERTY IS LOCATED WITHIN "ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% (500-YEAR) ANNUAL CHANCE FLOODPLAIN)".

A PORTION OF THE SUBJECT PROPERTY (WETLAND AREA) IS LOCATED WITHIN "ZONE AE - BASE FLOOD ELEVATIONS DETERMINED" AT FLOOD ELEVATION 168.0' NAVD.

SHEET NUMBER	MOUNT DORA SELF STORAGE	CITY OF MOUNT DORA	FLORIDA
DP2.0			
MASTER PLAN		KHA PROJECT 049631002	LICENSED PROFESSIONAL
		DATE 1-24-2022	REGAN O'LAUGHLIN, P.E.
		SCALE AS SHOWN	FLORIDA LICENSE NUMBER 68432
		DESIGNED BY RJO	
		DRAWN BY AFE	
		CHECKED BY RJO DATE:	
		 © 2022 KIMLEY-HORN AND ASSOCIATES, INC. 189 S ORANGE AVE, SUITE 1000, ORLANDO, FL 32801 PHONE: 407-898-1511 WWW.KIMLEY-HORN.COM CA 0000696	
		No.	REVISIONS
		DATE	BY



100 SF OF LANDSCAPE PER 1,000 SF OF BUILDING
34,000 SF BUILDING / 1,000 = 34 X 100 SF

3,400 SF LANDSCAPE AREA

18. ALL PLANT SPECIFICATIONS IN THE PLANT SCHEDULE SHALL BE CONSIDERED THE MINIMUM ALLOWABLE SPECIFICATIONS. CONTRACTOR SHALL PROCURE PLANT MATERIALS AND UPSIZE AS NECESSARY TO MEET THE MOST STRINGENT SPECIFICATION.

<u>GROUND COVERS</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT</u>	<u>SIZE</u>	<u>SPACING</u>
	SOD	56,018 SF	SOD ROLLED TIGHT, 100%	SOD	SOD	-	-



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 15, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: City Manager's Report

Introduction:

The City Manager's Report contains three sections:

- City Manager Update - Updates on on-going or new activities for the City
- Discussion Items - Items to be discussed for this meeting (if any)
- Informational Items - Items included for informational purposes for this meeting (if any)

Discussion:

CITY MANAGER UPDATE

- None

DISCUSSION ITEMS

- None

INFORMATIONAL ITEMS

1. Legislative Appropriations Requests. The City was notified that the Fire Station 34/Emergency Operations Center (\$500,000) and Hilltop Stormwater (\$103,836) appropriations are included in the State budget as of March 8, 2022. The City's lobbying firm will provide updates as they become available. (See **Attachment #1.**)

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation Information only; no action requested.

Attachment(s):

1. Attachment 1 - Email correspondence from Gray Robinson, P.A.

Prepared by: Merry Lovern , Executive Assistant

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 3/9/2022

ATTACHMENT #1

Lovern, Merry

From: Angela Drzewiecki <Angela.Drzewiecki@gray-robinson.com>
Sent: Tuesday, March 8, 2022 5:56 PM
To: Comiskey, Patrick
Cc: Lovern, Merry; Ryan Matthews
Subject: Project update

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Patrick,
Hope this email finds you well. The budget is not quite finalized yet, but as of now, we have some good news to share.

After much advocacy and work with the sponsors and leadership in both chambers, the Fire Station 34/EOC project is in the budget at \$500,000.
Additionally, the Hilltop Stormwater project is in the budget at \$103,836.

The final General Appropriations Act should be released within the next day, and at that time, we will provide an update and confirm the final amounts with you.

Angela Drzewiecki
Government Consultant

T 850-577-9090
M 850 545-8872
F 850-577-3311



GrayRobinson, P.A. ▪ 301 South Bronough Street,
Suite 600, Tallahassee, Florida 32301

GRAYROBINSON
ATTORNEYS | LOBBYISTS | CONSULTANTS

Sent from my iPhone

Angela Drzewiecki
Government Consultant

T 850-577-9090
M 850 545-8872
F 850-577-3311



GrayRobinson, P.A. ▪ 301 South Bronough Street, Suite 600, Tallahassee, Florida 32301

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CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 15, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Lobbyist Update

Introduction:

Gray Robinson, P.A. represents the City of Mount Dora during the 2022 Legislative process in Tallahassee, Florida. Their work includes identification of legislative priorities, formulation of strategy, research, communication with elected officials, and reporting the status on current work in progress.

Discussion:

Gray Robinson, P.A. supports the City of Mount Dora in respect to Legislative items and appropriations. Attached are the Legislative Session reports for Week 7 and a combined report for Week 8 and Week 9.

Budget Impact:

Lobbyist Activities are funded in account 421-5360-531-00-00 in the amount of \$42,000.00.

Strategic Impact:

The contract with Gray Robinson, P.A. allows for cooperation from State, County, and surrounding communities toward the Innovation District and future infrastructure through grants and legislative processes.

Recommendation Data provided is informational.

Attachment(s):

1. Newsletter 2022 Session- Week 7
2. Newsletter 2022 Session- Weeks 8 and 9

Prepared by: Merry Lovern , Executive Assistant

Reviewed by: Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 3/9/2022
Final Approval - 3/9/2022

2022 Legislative Session – Week 7

Cybersecurity

Speaker Sprowls has made the assessment of critical assets and cybersecurity a priority this session, a move that now seems prescient considering the conflict in Eastern Europe. Two major pieces of legislation have been moving through the process, one dealing with cybersecurity policy and the other, a public records and public meeting exemption dealing with the same.

Current law regarding state or local government cybersecurity does not specifically address ransomware, which is a form of malware designed to encrypt files on a device, rendering any files unusable. Malicious actors then demand ransom in exchange for decryption. HB 7055 prohibits state agencies and local governments from paying or otherwise complying with a ransomware incident. The bill defines the severity level of a cybersecurity incident in accordance with the National Cyber Incident Response Plan. State agencies and local governments must report all ransomware incidents and high severity level cybersecurity incidents to the Cybersecurity Operations Center (CSOC) and the Cybercrime Office within the Florida Department of Law Enforcement as soon as possible.

Local governments must also report to the sheriff. The bill requires state agencies to report low level cybersecurity incidents and provides that local governments may report such incidents. The bill also requires state agencies and local governments to submit after-action reports to FLDS following a cybersecurity or ransomware incident. The bill requires the CSOC to notify the Legislature of high severity level cybersecurity incidents. The notice must contain a high-level overview of the incident and its likely effects. In addition, the CSOC must provide the Legislature and the Cybersecurity Advisory Council (CAC) with a consolidated incident report on a quarterly basis.

HB 7055 passed through its only committee of reference, the House State Affairs Committee and is now ready for floor action. The Senate companion, SB 1670 will be heard next week in Senate Appropriations.

CS/HB 7057 creates cybersecurity related requirements for state agencies and local governments. It requires state agencies and local governments to report ransomware incidents and high severity level cybersecurity incidents and requires local governments to adopt cybersecurity standards that safeguard the local government's data, IT, and IT resources by a date certain.

The bill provides a general public record exemption in ch. 119, F.S., for the following information held by an agency before, on, or after July 1, 2022:

- Coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of IT systems, operational technology systems, or data of an agency.

Page 2

- Information relating to critical infrastructure.
- Network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents.

The bill also creates a public meeting exemption for any portion of a meeting that would reveal the confidential and exempt information; however, any portion of an exempt meeting must be recorded and transcribed.

Budget Update

Both the House and Senate are now in the proper posture to begin the budget conference process to work out their differences and agree on a final budget. The full House took up Senate budget conforming bills on Tuesday, replacing each one with a blank bill, a procedure putting the chambers in place to begin negotiations on budget related policy matters.

Budget conference is expected to begin next week, likely mid-week.

Executive Appointments

Currently, three executive agency departments – Florida Department of Law Enforcement (FDLE), Department of Environmental Protection (DEP), and Department of Veterans' Affairs (DVA) – require the Governor and three members of the Cabinet to approve the appointment of the department's secretary or executive director and subsequently requires Senate confirmation of such appointment.

HB 1295 amends current law to revise the appointment requirements for the executive director of FDLE and DVA. It removes the requirement that the appointment of the executive director of FDLE and DVA have the approval of all three members of the Cabinet and instead makes the appointment subject to a majority vote of the Governor and Cabinet consisting of at least three affirmative votes, with the Governor on the prevailing side.

The bill amends s. 20.255, F.S., to revise the appointment procedure for the Secretary of the Department of Environmental Protection (DEP) to require that the appointment either have the approval of all three members of the Cabinet or be confirmed by the Senate. Upon making an appointment, the Governor must, in writing, notify the Cabinet and the President of the Senate

**February 25, 2022
2022 Legislative Session
Week 7**

Important Dates

50th Day Rule (Senate)- Last day for regularly scheduled committee meetings
March 1st, 2022

60th Day- Last Day of Regular Session
March 11th, 2022

[Link to Florida Senate Calendar](#)

[Link to Florida House Calendar](#)

Page 3

whether he or she will seek the concurrence of three members the Cabinet or confirmation by the Senate.

HB 1295 passed its final committee of reference this week, 14 yeas, 7 nays. The Senate companion, SB 1658, passed the full Senate on February 10th, 26 yeas, 12 nays.

HJR 1 - Additional Homestead Property Tax Exemption

The proposal, backed by leadership in the House and Senate, would give certain service workers property tax breaks in Florida unanimously passed the House on Thursday. HJR 1 would offer an additional \$50,000 homestead property tax exemption for teachers, law enforcement, firefighters, paramedics and those in the military. The joint resolution bill would still have to be voted on during the next general election since the legislation would amend the state constitution. Its companion measure (HB 1563) that provides conditions and requirements for those exemptions along with the ballot language also unanimously passed the full House and both proposals now head to the Senate. Similar Senate versions, SB 1746 and SB 1748, are awaiting consideration in their final committee stop.

2022 Legislative Session – Week 9

As most things are in flux during the last week of the 2022 Legislative Session, we have decided to merge the Week 8/9 newsletters in order to provide you with the most up-to-date information possible. Please know, that while the budget is being finalized today, and potentially tomorrow, you can expect some change, but the information below should highlight some of the procedural mechanisms at play during the final 72 hours. House and Senate Appropriation Chairs are meeting this afternoon and evening to finalize individual budget silos. All issues that remain unresolved should be “bumped” to the Speaker and Senate President late tonight.

From a policy perspective, we will be sending out a final report, including a summary of bills that both passed and died, after a slight respite from the 60-day session. Be on the lookout for that document in the coming weeks.

The update below taken from Lobbytools is a good summary of where we’re at in the legislative process on Day 57.

Looking Ahead

House Rule 10.18 says that after the 55th day (Sunday, March 6th), the House can no longer take up bills on second reading, meaning any House bill that is going to get a vote must already have been rolled over to third reading. Much of the final week of session will be taken up with bills that have already passed one chamber or the other and are in messages, or are bouncing back and forth between the chambers as they pass amendments. Any amendments made must be signed off on by the other chamber.

There are rule changes affecting amendments that come into play after the 55th day as well, with floor amendments required to be filed no later than two hours before the start of session and amendments to floor amendments and substitute amendments required to be filed by an hour before session.

In addition to bills on third reading and messages, the Legislature will have to take up a finalized budget this week.

The Budget

March 8, 2022
2022 Legislative Session
Week 9

Important Dates

58th Day- After the 58th Day (March 9) the House may only consider Returning Messages, Conference Reports, and Concurrent Resolutions.

60th Day- Last Day of Regular Session
March 11th, 2022

[Link to Florida Senate Calendar](#)

[Link to Florida House Calendar](#)

Page 2

72-Hour Review Period Before Budget Vote

The state constitution's Article III, Section 19 covers the budget, requiring a 72-hour public review, or "cooling-off" period, before a final vote once the budget is agreed to by conference committees. The idea was that after a conference process that can sometimes be murky for non-conferees, other lawmakers and the public should have time to see what ended up in the budget before a final vote.

Exactly when the 72 hours starts has become a bit fuzzier over the years as technology has changed. The constitution simply says general appropriation bills "shall be furnished" to lawmakers (and some others, including the governor and Cabinet members) at least 72 hours before final passage. The Legislature expands on the requirement in Joint Rule Two, which says the 72-hour period "shall begin to run upon completion of the furnishing of copies" of the budget to the required recipients. In earlier years, that meant once a paper copy of the budget was placed on every lawmaker's desk. The rules now say that while copies may still be placed on the desks, the budget also can be distributed electronically and then the time period can start. Under the rules, "an electronic copy is deemed to have been made available when it is accessible via the Internet or other information network ... ordinarily serving the members of the Senate or the House."

In any event, the Joint Rules also say that the speaker of the House and the Senate president must announce the completion time on the floor and it must be recorded in the journal so everyone knows when the final vote can take place. The Joint Rules also say that Saturdays, Sundays and holidays are included in the ticking off of time under the rule. For budget implementing and conforming bills, the required review period is only 24 hours.

The "Sprinkle List"

A somewhat opaque part of the legislative budget process is an additional pot of anticipated state revenue not included in initial negotiations over the budget. Setting aside the money allows for legislative leaders to fund personally-sought projects or other last-minute spending that didn't appear to make the cut in the regular budget process. That fund over the years has been known around the Capitol by many names, including the "bill pot," the "leadership fund," and the "bump fund," and the list of projects has come to be known as the "Sprinkle List."

Last year, the Senate withheld \$165.5 million and ended up funding an additional 115 projects and the House held back \$182.2 million for 76 projects. The "Sprinkle List" process is mainly shielded from the public, but lobbyists and advocates commonly see it as a last-ditch way to get funding for a project that might have slipped through the cracks during budget negotiations. Projects on the "Sprinkle List" that end up in the budget are still subject to the governor's veto power.

Legislative Redistricting

Page 3

In its initial review, the Florida Supreme Court unanimously approved the Legislature's new state House and Senate maps. Prior to the ruling published on Thursday (3/3/22), no one came forward to oppose the maps presented to the court. Justices concluded that although the new districts are more compact than the current map, the new maps showed no evidence of gerrymandering or weakening minority voting strength. Lower courts could still examine the maps more closely if they're challenged and that process could include testimony and evidence as to how they were drawn.

Tax Package

Last week, the Florida House passed their tax package, HB 7071, with bipartisan support. The bill, as summarized previously, contains more than \$300 million in tax cuts and includes a \$100 million two-week sales tax holiday on back-to-school items and a weeklong \$70.6 million “Freedom Week Holiday. Additionally, among other things, it also includes a provision to provide property tax relief for homestead property rendered uninhabitable for 30 days or more due to a catastrophic event in 2023 or after. A copy of HB 7071 may be viewed [HERE](#).

HB 7071 has been sent over to the Senate for consideration and placed in Conference. The provisions in the final proposal will be negotiated between the House and Senate.

Bills Still In Play

The below linked report contains bills that have been placed on Calendar, Engrossed, In Messages, or Enrolled.

https://static-s3.lobbytools.com/docs/2022/3/5/124523_55_day_2022_bills_still_in_play.pdf

Top 20 Tagged Bills in 2022

SB 0974	Sovereign Immunity
SB 0280	Local Ordinances
SB 0620	Local Business Protection Act
HB 0985	Sovereign Immunity

Page 4

<u>HB 0403</u>	<u>Local Ordinances</u>
<u>SB 2500</u>	<u>Appropriations</u>
<u>HB 0057</u>	<u>Racial and Sexual Discrimination</u>
<u>HB 0075</u>	<u>Limiting COVID-19 Restrictions</u>
<u>HB 0007</u>	<u>Individual Freedom</u>
<u>HB 0569</u>	<u>Local Business Protection Act</u>
<u>SB 0242</u>	<u>Racial and Sexual Discrimination</u>
<u>SB 0148</u>	<u>Individual Freedom</u>
<u>HB 5001</u>	<u>General Appropriations Act</u>
<u>SB 0594</u>	<u>Discrimination on the Basis of COVID-19 Vaccination or Postinfection Recovery Status</u>
<u>HB 0009</u>	<u>Consumer Data Privacy</u>
<u>HB 0799</u>	<u>Sovereign Immunity</u>
<u>HB 0017</u>	<u>Telehealth Practice Standards</u>
<u>SB 0768</u>	<u>Department of Health</u>
<u>SB 1864</u>	<u>Consumer Data Privacy</u>
<u>SB 0592</u>	<u>Face Covering Mandates</u>