



City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757
352-735-7126

Mount Dora City Council
Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
March 21, 2023, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

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| 4. Mount Dora Fun Fact | |

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 Mayor.
- We will try to answer your questions at the time asked; however, there may be times we will need to conduct research prior to providing an answer.

APPROVAL OF AGENDA

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- Council Member Doug Bryant
- Council Member John Cataldo
- Council Member Dennis Dawson
- Council Member Cal Rolfson
- Vice-Mayor Marc Crail
- Mayor Crissy Stile

FUTURE MEETING DATES

- April 10, 2023, 6:00 PM, Work Session
- April 18, 2023, 6:00 PM, Regular Session
- May 2, 2023, 6:00 PM, Regular Session

- May 16, 2023, 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 THE 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.



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

DATE: March 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Earth Day Proclamation-Tree City USA Award

Introduction:

This is an opportunity for Mayor Stile to read a Proclamation recognizing Earth Day 2023.

Discussion:

The City of Mount Dora will celebrate its 28th annual Earth Day on April 15, 2023, at Donnelly Park.

The Arbor Day Foundation recently named the City of Mount Dora a 2022 Tree City USA. While Earth Day and Arbor Day are observed on separate days, the date of the first Earth Day was selected to take place on Arbor Day, as they share the same objective of making our planet a better place for all living creatures. The trees being planted and cared for by the City of Mount Dora are ensuring that generations to come will enjoy a healthier Earth and a better quality of life.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Mayor Stile read the Earth Day Proclamation.

Attachment(s):

1. Proclamation.Earth Day.2023
2. Attachment #1 Arbor Day Foundation Letter.Tree City

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 3/14/2023



PROCLAMATION

WHEREAS, humankind is facing tremendous global challenges affecting every community, including degradation of ecosystems, mass extinction of species, and global/local climate changes; and

WHEREAS, the youth of the world and in our City represent a source of endless creativity and potential, and count among our most valuable resources, along with our environmental resources; and

WHEREAS, it is necessary for the citizens of the City of Mount Dora, and those all over our global community, to develop green jobs and to build an innovative and equitable green economy to combat the aforementioned global challenges; and

WHEREAS, expanding environmental education and climate literacy is vital to enhance awareness about the environment, inform decision-making, and protect future generations, and

WHEREAS, it is understood that sustainability will only be achieved by meeting the needs of the present without compromising the needs of future generations; and

WHEREAS, it is more important than ever to act locally and to cooperate internationally and defend the environmental progress that has been heretofore gained; and

WHEREAS, it is essential to expand and diversify the global environmental movement while promoting the same within the Mount Dora area, to achieve maximum progress; and

WHEREAS, Earth Day Mount Dora is an annual reminder of the constant need for environmental activism, stewardship commitments, and sustainability efforts.

NOW, THEREFORE, I, Crissy Stile, as Mayor of the City of Mount Dora, have the distinct honor of proclaiming April 15, 2023 as Earth Day in Mount Dora, with this year's theme of "Invest in Our Planet," and encourage all of its citizens, businesses and institutions to use EARTH DAY MOUNT DORA to celebrate the Earth and promote environmental and climate literacy.

Crissy Stile, Mayor

ATTACHMENT #1

FOR IMMEDIATE RELEASE

Contact:

Leighton Eusebio

Arbor Day Foundation

402-473-2103

lesuebio@arborday.org

Arbor Day Foundation Names Mount Dora a 2022 Tree City USA®

LINCOLN, Nebraska (12/13/2022) – Mount Dora was named a 2022 Tree City USA by the Arbor Day Foundation to honor its commitment to effective urban forest management.

Mount Dora achieved Tree City USA recognition by meeting the program's four requirements: maintaining a tree board or department, having a tree care ordinance, dedicating an annual community forestry budget of at least \$2 per capita, and hosting an Arbor Day observance and proclamation.

The Tree City USA program is sponsored by the Arbor Day Foundation, in partnership with the U.S. Forest Service and the National Association of State Foresters.

“Tree City USA communities see the positive effects of an urban forest firsthand,” said Dan Lambe, chief executive of the Arbor Day Foundation. “The trees being planted and cared for by Mount Dora are ensuring that generations to come will enjoy to a better quality of life. Additionally, participation in this program brings residents together and creates a sense of civic pride, whether it’s through volunteer engagement or public education.”

If ever there was a time for trees, now is that time. Communities worldwide are facing issues with air quality, water resources, personal health and well-being, energy use, and extreme heat and flooding. Mount Dora is doing its part to address these challenges for residents both now and in the future.

More information on the program is available at arborday.org/TreeCityUSA.

About the Arbor Day Foundation

Founded in 1972, the Arbor Day Foundation has grown to become the largest nonprofit membership organization dedicated to planting trees, with more than one million members, supporters and valued partners. Since 1972, almost 500 million Arbor Day Foundation trees have been planted in neighborhoods, communities, cities and forests throughout the world. Our vision is to lead toward a world where trees are used to solve issues critical to survival.

As one of the world's largest operating conservation foundations, the Arbor Day Foundation, through its members, partners and programs, educates and engages stakeholders and communities across the globe to involve themselves in its mission of planting, nurturing and celebrating trees. More information is available at arborday.org.



510 N. Baker St.
Mount Dora, FL 32757
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DATE: March 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Mount Dora Yacht Club 70th Annual Sailing Regatta

Introduction:

This is an opportunity for Mayor Stile to read a Proclamation recognizing the 70th annual Mount Dora Sailing Regatta.

Discussion:

Mayor Stile and City Council routinely honor and recognize various groups and events in the City. This is an annual sailing regatta with a long history in Mount Dora. A Proclamation has been prepared for the event.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council to acknowledge Proclamation recognizing the Mount Dora Yacht Club 70th Annual Sailing Regatta.

Attachment(s):

1. 2023.Proclamation.Sailing Regatta

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Patrick Comiskey, City Manager

Final Approval - 3/13/2023



PROCLAMATION

WHEREAS, Mount Dora Yacht Club is delighted to host the 70th annual sailing regatta on beautiful Lake Dora on Saturday, March 25, 2023 and Sunday, March 26, 2023; and

WHEREAS, Mount Dora Yacht Club has welcomed competitive sailors of all ages to race on 3 challenging courses since 1953; and

WHEREAS, the Regatta is open to all classes, including Optis, Lasers, O'pen Skiff and 420's, Sunfish, Hobie Waves, Flying Scots, San Juan21, RS Aero, Capri 16, Catalina 22, as well as an Open Portsmouth course; and

WHEREAS, Portsmouth races will also be run for boats without the four needed to form a class; and

WHEREAS, The City of Mount Dora welcomes sailors to enjoy two days of friendly sailing competition and be honored with a traditional Sailors' Dinner on Saturday, March 25, 2023; and

WHEREAS, The City of Mount Dora is pleased to join the Mount Dora Yacht Club in promoting a love for sailing.

NOW, THEREFORE, I, Crissy Stile, Mayor of the City of Mount Dora, Florida, do hereby extend a warm welcome to sailors from near and far to enjoy the annual sailing regatta hosted by the Mount Dora Yacht Club;

MOUNT DORA YACHT CLUB 70TH ANNUAL SAILING REGATTA ON BEAUTIFUL LAKE DORA MARCH 25-26, 2023

I encourage all sailors to register and participate in this wonderful event where youth scholarships will be offered for the younger sailors. I also encourage spectators to join in the fun from the 4th Avenue Docks, Palm Island Boardwalk and Lighthouse Point.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed this 21st day of March, 2023.

Crissy Stile, Mayor



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

DATE: March 21, 2023

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, 2023, 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:

GOAL 1: Economic Development

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

Recommendation:

Reading of Proclamation only; no other action requested.

Attachment(s):

1. Florida Bicycle Month Proclamation2023

Prepared by: Misty Sommer, Economic Development Manager
Reviewed by: Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 3/13/2023
Final Approval - 3/13/2023



PROCLAMATION

Bicycle Month

WHEREAS, health, safety, and economic wellbeing are paramount for Floridians; and

WHEREAS, bicycles reduce traffic congestion, mitigate emissions and air pollution, motivate ecotourism, and provide an essential form of active transportation for those without access to a motor vehicle; and

WHEREAS, the Florida Department of Transportation and local government agencies across the state have adopted policies to develop a multimodal transportation system that supports walking and biking as safe transportation options; and

WHEREAS, the Florida Greenways and Trails System Plan establishes the vision for a connected statewide system of greenways and trails to support Florida's diverse transportation system and encourage healthy lifestyles, conservation, a vibrant economy, and a high quality of life for residents and visitors; and

WHEREAS, according to the League of American Bicyclists, in 2022, Florida accounted for more than 20 percent of the nation's newest Bicycle-Friendly Businesses and was named the 3th most Bicycle-Friendly State in America, receiving "A" grades in both the Education & Encouragement and Policies & Programs categories; 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 2023, 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 21st day of March, 2023.

Crissy Stile, Mayor

ATTEST:

Jeanann Hand, City Clerk



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

DATE: March 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Advisory Board Appointments

Introduction:

This is a request for City Council to appoint a member to the Public Arts Commission.

Discussion:

Pursuant to the City's Code of Ordinances, Advisory Board and Commission members serve two-year terms and may be reappointed for additional terms.

The Public Arts Commission has 1 (one) vacant seat:
District 3, appointed by Councilmember Dawson.

An application for proposed appointee Jane Slivka is attached.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council to make appointments and re-appointments to various boards and commissions.

Attachment(s):

1. Slivka.Jane.PAC.03.06.2023.Online Form Submittal_ Board Application

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 3/13/2023

ATTACHMENT #1

From: noreply@civicplus.com
To: [Hand, Jeanann; Clerk](#)
Subject: Online Form Submittal: Board Application
Date: Monday, March 6, 2023 9:57:03 AM

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Board Application

City Clerk
510 North Baker Street
Mount Dora, FL 32757
(352) 735-7142 Office

Application to Serve as a Board or Committee Member for the City of Mount Dora
Please complete all of the date fields listed below.

First Name	Jane
Last Name	Slivka
Address1	2069 Sheridan Rd
Address2	<i>Field not completed.</i>
City	Mount Dora
State	Florida
Zip	32757
Phone Number	352-812-0546
Email Address	Janeslivka@gmail.com
Provide a brief statement relating to your education, experience and reason for wishing to serve	I graduated from Ohio University in 1975 majoring in art education K through 12. I am a full-time, practicing artist, and own a gallery in Downtowne Mount Dora. I, conduct workshops and participate in art shows all over the country.
Resume or additional attachments (not required)	<i>Field not completed.</i>
Boards on which you wish to serve	Public Arts Commission

Upon Completion

This form will be submitted to the City Clerk's Office.

Email not displaying correctly? [View it in your browser.](#)



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

DATE: March 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of piggyback agreement between the City of Mount Dora and Ten-8 Fire and Safety, LLC, related to Fire Equipment, Supplies, and Services (Lake County Contract #22-730K)

Introduction:

This is a request for City Council to approve a piggyback agreement between the City of Mount Dora and Ten-8 Fire and Safety, LLC, related to Fire Equipment, Supplies, and Services (22-730K)

Discussion:

Lake County Government competitively solicited and negotiated an agreement with Ten-8 Fire and Safety, LLC, related to the purchase of fire equipment, supplies, and services. The City of Mount Dora desires to enter into a contract with Ten-8 Fire and Safety under the same terms and applicable conditions as that agreement with Lake County Government. Florida Statute Chapter 287 and City Purchasing Policy authorizes the City to purchase goods and/or services as an intergovernmental Purchasing/Piggyback procurement.

The vendor provides fire equipment, supplies, and services, such as personal protective equipment, firefighting tools, fire hose, extrication tools, and equipment maintenance service. This contract covers small non-recurring purchases budgeted in the Fire Department's operating budget, recurring maintenance budgeted for in the Fire Department's repair and maintenance budget, and capital outlay items which are requested and approved via the City's normal budget planning and approval process.

Budget Impact:

There is no immediate budget impact. Approval of the piggyback agreement allows for the purchase of competitively solicited goods and services.

Strategic Impact:

Goal 2: Public Safety

Goal 3: Fiscal Resources

Recommendation:

It is recommended City Council approve the piggyback agreement between the City of Mount Dora and Ten-8 Fire and Safety, LLC, related to Fire Equipment, Supplies, and Services (Lake County Contract #22-730K).

Attachment(s):

1. City of Mount Dora Ten8 signed
2. Exhibit A - Lake County - Contract 22-730K - Ten-8 Fire and Safety LLC

Prepared by: HOUSE, ANGELA F HOUSE, ANGELA F, Fire Administrative Coordinator

Reviewed by: Rich Loewer, Deputy Fire Chief

Approved - 2/22/2023

Marilyn Douglas, Purchasing Manager

Approved - 3/13/2023

Aneta Barton, Budget Director

Approved - 3/13/2023

Sherry Sutphen, City Attorney

Approved - 3/15/2023

Jeanann Hand, City Clerk

Approved - 3/15/2023

Patrick Comiskey, City Manager

Final Approval - 3/15/2023

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 TEN-8 FIRE AND SAFETY, LLC, 2950 59th Avenue Drive East, Bradenton, Florida 34203, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to make a purchase, utilizing that Agreement for Fire Equipment, Supplies and Services between Lake County and the CONTRACTOR, dated August 1, 2022, 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 Lake County through Contract Number: 22-730K; 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 extend from the date of execution by the CITY through July 31, 2023, and may be renewed for two (2) subsequent two (2) year periods. Renewals are contingent upon mutual written agreement between the parties.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the CITY as set forth in the **Exhibit “A”** 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: Ten-8 Fire and Safety, LLC
2950 59th Avenue Drive East
Bradenton, Florida 34203

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: JEANANN HAND
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
HANDJ@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. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 15. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any

section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 16. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 17. 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.

SECTION 15. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

Signatures on Following Page



IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement effective this _____ day of _____, 2023.

CITY OF MOUNT DORA

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
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

Cindy Morgan
Print: Cindy Morgan
Title: VP of Equipment and Rescue Sales

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization of Cindy Morgan as VP of Equipment and Rescue Sales
of Ten-8 Fire Safety, 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 27th day of January, 2023.

(stamp)



Angela Evans
NOTARY PUBLIC

Exhibit “A”
Cooperative Contract between
Lake County and Ten-8 Fire and Safety, LLC

EXHIBIT A



MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 9/12/2022	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add items to contract per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Cindy Morgan</u> Print Name: <u>Cindy Morgan</u> Title: <u>VP of Equipment and Rescue Sales</u> Date: <u>9/14/2022</u> E-mail: <u>cmorgan@ten8fire.com</u> Secondary E-mail: <u>Debouwer@ten8fire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: <u>Gretchen Bechtel</u> Title: <u>CPPB, Contracting Officer II</u> Date: _____ Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.09.15 10:35:04 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



Lake County 22-730K Contract

Equipment	Bid Discount off List	Hourly Rate	Stocking Distributor?	Freight Included?	Website
Added in 2022					
Rescue Intellitech	0.00%		No	No	https://www.rescueintellitech.com/en-us/



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 8/12/2022	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add items to contract per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Cindy Morgan</u> Print Name: <u>Cindy Morgan</u> Title: <u>VP of Equipment and Rescue Sales</u> Date: <u>8/12/2022</u> E-mail: <u>cmorgan@ten8fire.com</u> Secondary E-mail: <u>inf@ten8fire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: <u>Gretchen Bechtel,</u> CPPB, Contracting Title: <u>Officer II</u> Date: _____ Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.08.12 08:31:46 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



Lake County 1Lake County 17-0606L Contract

Equipment	Bid Discount off List	Hourly Rate	Stocking Distributor?	Freight Included?	Website
Added in 2022					
Ricochet	35.00%		No	No	https://www.ricochet-gear.com/



CONTRACT NO. 22-730K
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Ten-8 Fire and Safety, LLC** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/26/2022, and Contractor's Bid response dated 3/24/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

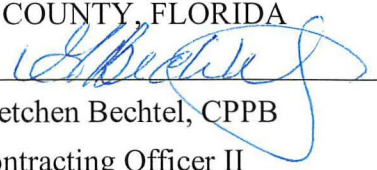
Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA


By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 07/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: Ten-8 Fire & Safety, LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Downer*

Date: 4/26/2022

ADDENDUM NO. #2

22-730

Print Name: Richard Downer

Title: COO

Primary E-mail Address: debouwer@ten8fire.com

Secondary E-mail Address: cmorgan@ten8fire.com



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Ten-8 Fire & Safety, LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Downer*

Date: 4/26/2022

Print Name: Richard Downer

Title: COO

Primary E-mail Address: debouwer@ten8fire.com

Secondary E-mail Address: cmorgan@ten8fire.com

EXHIBIT A – SCOPE OF SERVICES

22-730

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
 - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
 - 2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
 - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
 - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
 - 3.4.1. The County will advise when the order is an emergency.
 - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
 - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[The remainder of this page intentionally left blank]

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

The undersigned hereby declares that: Ten-8 Fire & Safety, LLC has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. N/A

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number N/A and enter effective date N/A to date N/A

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Ten-8 Fire & Safety, LLC

Street Address: 2950 59th Avenue Drive East

City: Bradenton State and ZIP Code: FL, 34203

Mailing Address (if different): Click or tap here to enter text.

Telephone: 800-228-8368 Fax: 941-756-2598

Federal Identification Number / TIN: 59-2812764

DUNS Number: 039680376

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Richard Downer*

Date: 4/26/2022

Print Name: Richard Downer

Title: COO

Primary E-mail Address: debouwer@ten8fire.com

Secondary E-mail Address: cmorgan@ten8fire.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

<i>Ten-8 Fire & Safety, LLC</i>			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.ten8fire.com		
SHOP LOCATION			
2a	2950 59th Ave Dr E, Bradenton, FL 34203		
2b	Ron Ribbens, 800-228-8368, rribbens@ten8fire.com		
2c	Labor for Equipment Repair (not under warranty)	\$115.00	per hour
2d	Pickup or delivery services offered?	Yes	
2e	Pick up / delivery fee for Equipment	\$65.00-/hour/person	per call

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	N/A
Which does the firm use: Diesel fuel or Gasoline?	Both
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	N/A
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	N/A

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Pierce - At Vendor Facility, 8AM - 5PM, Mon - Fri	\$124.20	Yes
	Pierce - At Vendor Facility, outside of hours mentioned above	\$189.00	Yes
	Pierce - Off Site Location, 8AM - 5PM, Mon - Fri	\$140.40	Yes
	Pierce - Off Site Location, outside of hours mentioned above	\$243.00	Yes

Ten-8 Fire & Safety, LLC				
SAVE AND SUBMIT AS AN EXCEL FILE				
www.ten8fire.com				
Warehouse Location(s):		Bradenton, FL		
Contact Information For Emergency/Disaster Services (24/7)				
Name:		Ron Ribbens		
Email:		rribbens@ten8fire.com		
Emergency Phone:		941-650-8420		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Action	35.00%	NO	NO	http://actioncoupling.com/
Aeroclave	0.00%	YES	NO	http://www.aeroclave.com/
AH Stock	10.00%	NO	NO	http://www.ahstockmfg.com/
Ajax	10.00%	NO	NO	
Akron Brass	38.00%	YES	NO	http://www.akronbrass.com/
Akron Brass Parts	10.00%	YES	NO	http://www.akronbrass.com/
Alocolite	15.00%	NO	NO	http://www.fireladder.com/
Amerex	35.00%	YES	NO	http://amerex-fire.com/
Anchor Industries	5.00%	NO	NO	https://www.anchorinc.com/specialty-products/
Angus	40.00%	NO	NO	http://www.angusfire.com/
Angus Foam	12.00%	NO	NO	http://angusfire.com/foam-concentrates/
Ansul Foam	12.00%	NO	NO	https://www.ansul.com/en/us/pages/default.aspx
Ansul Foams	12%	NO	NO	
Blowhard Fans	10.00%	NO	NO	https://www.blowhardfans.com/
Boston Leather	10.00%	YES	NO	http://www.bostonleather.com/
Bullard (WILDLAND ONLY)	30.00%	YES	NO	https://www.bullard.com/
Bulldog Name Change from Angus	40.00%	NO	NO	http://www.bulldoghose.com/
Cairns & Brother	35.00%	YES	NO	http://us.msasafety.com/
California Mountain (CMC)	0.00%	NO	NO	http://www.cmcrecue.com/
Cast Products	10.00%	NO	NO	http://www.getcpi.com/
CET	20.00%	YES	NO	http://fire-pump.com/
Chemguard Foam	12.00%	NO	NO	http://www.chemguard.com/
Class One (Span Instruments)	10.00%	YES	NO	
Code 3	5.00%	NO	NO	http://www.code3pse.com/
Cosmas USA	25.00%	YES	NO	http://www.cosmasusa.com/
Council Tools	0.00%	NO	NO	http://counciltool.com/
Cutter's Edge	10.00%	YES	NO	http://www.cuttersedge.com/
Darley & Co.	5.00%	NO	NO	http://www.darley.com/
David Clark	10.00%	NO	NO	http://www.davidclarkcompany.com/
Door Storm	5.00%	NO	NO	http://www.doorstorm.com/

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Dragon Fire Gloves	5.00%	NO	NO	http://www.dragonfiregloves.com/
Duo Safety	10.00%	NO	NO	http://www.duosafety.com/
Edwards Mfg	0.00%	NO	NO	http://www.edwardsironworkers.com/
Elkhart Brass	25.00%	YES	NO	http://www.elkhartbrass.com/
Ergodyne	30.00%	YES	NO	https://www.ergodyne.com/
ESS- Parts	10.00%	NO	NO	http://www.esseyepro.com/
ESS- product	25.00%	NO	NO	http://www.esseyepro.com/
Euramco Safety	10.00%	NO	NO	http://www.euramcosafety.com/
Federal Signal Corp	10.00%	YES	NO	https://www.federalsignal.com/
Ferno	0.00%	NO	NO	http://www.fernoems.com/
Fire Hooks Unlimited	0%	YES	NO	http://www.firehooksunlimited.net/
Fire Research	15.00%	NO	NO	http://www.fireresearch.com/
Firecom	15.00%	YES	YES	http://www.firecom.com/
Firecraft Safety Products	10.00%	NO	NO	https://www.firecraftsafety.com/
Flamefighter	20.00%	YES	NO	http://flamefighter.com/
Fold A Tank	20.00%	YES	NO	http://www.fol-da-tank.com/
Gemtor (formerly Atlas)	15.00%	YES	NO	http://www.gemtor.com/
Glassmaster Wehr	10.00%	YES	NO	http://glasmaster.com/
Globe - Turnout Gear	44.00%	NO	NO	http://globeturnoutgear.com/
Globe Boots	31.00%	YES	NO	http://globeturnoutgear.com/
Groves Incorporated	15.00%	NO	NO	http://www.groves.com/
Haix Boots	15.00%	YES	NO	https://www.haixusa.com/haix-firefighter
Hale Fire Pumps	5%	YES	NO	http://haleproducts.com/
Hannay Reels	10.00%	YES	NO	http://www.hannay.com/
Harrington	40.00%	YES	NO	http://www.harrinc.com/
Hazard Control Technologies	5.00%	YES	NO	https://hct-world.com/
Hebert	20.00%	YES	NO	
HexArmor	15.00%	YES	NO	https://www.hexarmor.com/
Hi-Lift Jack	5.00%	NO	NO	https://hi-lift.com/first-responder-jack/
Humat	0.00%	NO	NO	http://www.humat.com/
Husky	20.00%	YES	NO	http://www.huskyportable.com/
Hygenall	0.00%	NO	NO	https://hygenall.com/firefighters/
Identifire	0.00%	No	NO	identifiresafety.com
JGB Hose	5.00%	YES	NO	https://www.jgbhose.com/
Junk Yard Dog	5.00%	NO	NO	http://junkyarddogindustries.com/
Key Hose	40.00%	YES	NO	http://keyhose.com/products.html
Kochek	30.00%	YES	NO	https://www.kochek.com/
Kussmaul	12.00%	YES	NO	http://www.kussmaul.com/
Lakeland Industries	25.00%	No	NO	https://www.lakeland.com/us
Leader Fans	10.00%	YES	NO	http://www.leadernorthamerica.com/
Leatherhead Tools	35.00%	YES	NO	http://www.leatherheadtools.com/
MSA				
MSA Helmets	35.00%	YES	NO	http://us.msasafety.com/
MSA Instruments	15.00%	YES	NO	http://us.msasafety.com/
MSA Parts	15.00%	YES	NO	http://us.msasafety.com/
MSA SCBA	25.00%	YES	NO	http://us.msasafety.com/
MSA TIC	0.00%	YES	NO	http://us.msasafety.com/
Natale (Circle D)	10.00%	YES	NO	http://www.circledlights.com/
National Foam	5.00%	YES	NO	http://nationalfoam.com/
Nupla	30.00%	YES	NO	http://www.nuplacorp.com/
OHD USA	0.00%	NO	NO	http://www.ohdusa.com/
Pelican	15.00%	YES	NO	http://www.pelican.com/
Performance Advantage Company	10.00%	YES	NO	http://pactoolmounts.com/

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Petrogen	0.00%	NO	NO	http://www.petrogen.com/
PGI	15.00%	NO	NO	https://www.pgi-inc.com/
Pierce	5.00%	YES	NO	
R & B Fabricators	10.00%	YES	NO	https://www.rbfab.com/
Redhead Brass				http://www.redheadbrass.com/
Redhead Brass QTY. 1-9	10.00%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 10-24	20.00%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 25-49	30.00%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 50-199	40.00%	YES	NO	http://www.redheadbrass.com/
Rescue 42	10.00%	YES	NO	http://rescue42.com/
Rescue Tech	5.00%	NO	NO	http://www.rescuetechn1.com/
Rice Hydro - test pumps	25.00%	YES	NO	http://www.ricehydro.com/
Rice Hydro Accessories	10.00%	YES	NO	http://www.ricehydro.com/
SaferStraps	0.00%	YES	NO	https://saferstraps.com/
SCBAS	15.00%	YES	NO	http://scbas.com/
Sensible Mounts	15.00%	YES	NO	http://senpro.net/
Shelby Wolverine	5.00%	YES	NO	http://www.shelbyglove.com/
Signal Vehicle Products	20.00%	NO	NO	
Solutions Safety Products	0.00%	NO	NO	https://solutionssafety.com/products/citrosqueeze
South Park	20.00%	YES	NO	http://www.spcbrass.com/
SpillArmor	10.00%	YES	NO	http://smartvistallc.com/spillarmor/
Sterling Rope	15.00%	NO	NO	http://www.sterlingrope.com/
Streamlight	40.00%	YES	NO	http://www.streamlight.com/
SuperVac	25.00%	YES	NO	http://supervac.com/
Task Force Tips	38.00%	YES	NO	http://www.tft.com/
Task Force Tips - Parts	20.00%	NO	NO	http://www.tft.com/
Task Force Tips G-Force	0.00%	YES	NO	https://www.tft.com/Product-Series/G-Force
Team Equipment	0.00%	YES	NO	http://www.teamequipment.com/
TeleLite	5.00%	NO	NO	http://www.tele-lite.com/
Tempest Fans	20.00%	YES	NO	http://www.tempest.us.com/
Thorogood Boots	20.00%	YES	NO	http://www.weinbrennerusa.com/
TNT Rescue Tools	0.00%	YES	NO	http://www.tntrescue.com/
TNT Tools	0.00%	NO	NO	http://www.tnttool.com/
Tomar	10.00%	YES	NO	http://www.tomar.com/
True North	10.00%	YES	NO	http://www.truenorthgear.com/
Turtle Plastics	10.00%	YES	NO	http://turtleplastics.com/
US Coupling	25.00%	YES	NO	http://www.uscouplings.com/home/
Vanguard Safetywear	5.00%	YES	NO	https://www.vanguardsafetywear.com/
Vanner	10.00%	YES	NO	http://www.vanner.com/
Waterax	10.00%	NO	NO	http://www.waterax.com/
Waterous	10.00%	YES	NO	http://www.waterousco.com/
Weldon	10.00%	YES	NO	http://www.akronbrass.com/
Western Shelter - Crew Boss	10.00%	YES	NO	http://westernshelter.com/
Western Shelter-tanks/shelters	0.00%	NO	NO	http://westernshelter.com/
Whelen Engineering	10.00%	YES	NO	http://www.whelen.com/index.php
Will Burt	10.00%	NO	NO	http://www.willburt.com/
Williams Foam	12.00%	YES	NO	http://www.williamsfire.com/HOME.aspx
Ziamatic/Zico	20.00%	YES	NO	http://www.ziamatic.com/



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

DATE: March 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of piggyback agreement between the City of Mount Dora and Municipal Equipment Company, LLC, related to Fire Equipment, Supplies, and Services (Lake County Contract #22-730H)

Introduction:

This is a request for City Council to approve a piggyback agreement between the City of Mount Dora and Municipal Equipment Company, LLC, related to Fire Equipment, Supplies, and Services under Lake County Contract #22-730H.

Discussion:

Lake County Government competitively solicited and negotiated an agreement with Municipal Equipment Company, LLC related to the purchase of fire equipment, supplies, and services. The City of Mount Dora desires to enter into a contract with Municipal Equipment Company, LLC under the same terms and applicable conditions as that agreement with Lake County Government. Florida Statute Chapter 287 and City Purchasing Policy authorizes the City to purchase goods and/or services as an intergovernmental Purchasing/Piggyback procurement.

The vendor provides fire equipment, supplies, and services, such as personal protective equipment, firefighting tools, fire hose, extrication tools, and equipment maintenance service. This contract covers small non-recurring purchases budgeted in the Fire Department's operating budget, recurring maintenance budgeted for in the Fire Department's repair and maintenance budget, and capital outlay items which are requested and approved via the City's normal budget planning and approval process.

Budget Impact:

There is no immediate budget impact. Approval of the piggyback agreement allows for the purchase of competitively solicited goods and services.

Strategic Impact:

Goal 2: Public Safety

Goal 3: Fiscal Resources

Recommendation:

It is recommended City Council approve the piggyback agreement between the City of Mount Dora and Municipal Equipment Company, LLC, related to Fire Equipment, Supplies, and Services.

Attachment(s):

1. Piggyback Agreement.Municipal Equipment.22-730H.SGS
2. Exhibit A - Lake County - Contract 22-730H - Municipal Equipment Company LLC

Prepared by: HOUSE, ANGELA F HOUSE, ANGELA F, Fire Administrative Coordinator

Reviewed by: Rich Loewer, Deputy Fire Chief

Approved - 2/22/2023

Marilyn Douglas, Purchasing Manager

Approved - 3/13/2023

Aneta Barton, Budget Director

Approved - 3/13/2023

Sherry Sutphen, City Attorney

Approved - 3/15/2023

Jeanann Hand, City Clerk

Approved - 3/15/2023

Patrick Comiskey, City Manager

Final Approval - 3/15/2023

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 MUNICIPAL EQUIPMENT COMPANY, LLC, 408 Bif Court, Orlando, Florida 32809, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to make a purchase, utilizing that Agreement for Fire Equipment, Supplies and Services between Lake County and the CONTRACTOR, dated August 1, 2022, 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 Lake County through Contract Number: 22-730H; 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 extend from the date of execution by the CITY through July 31, 2023, and may be renewed for two (2) subsequent two (2) year periods. Renewals are contingent upon mutual written agreement between the parties.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the CITY as set forth in the **Exhibit "A"** 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: Municipal Equipment Company, LLC
408 Bif Court
Orlando, Florida 32809

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: JEANANN HAND
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
HANDJ@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. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 15. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any

section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 16. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 17. 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.

SECTION 15. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this _____ day of _____, 2023.

CITY OF MOUNT DORA

CRISSY STILE

MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
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

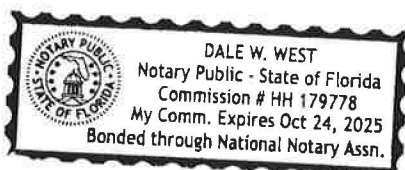
Print: Mathew Fenneman

Title: President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of MATHEW FENNEMAN, as PRESIDENT, of MUNICIPAL EQUIPMENT CO. 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 ~~not~~ take an oath this 25TH day of JANUARY, 2023.

(stamp)



NOTARY PUBLIC

Exhibit "A"
Cooperative Contract between
Lake County and Municipal Equipment Company, LLC



CONTRACT NO. 22-730H
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Municipal Equipment Company, LLC**, (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/20/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

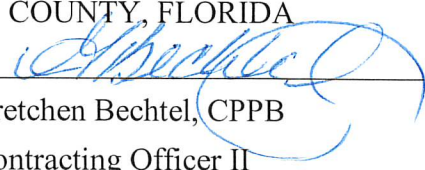
Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: N/A

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA


By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 07/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?
- R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors**
- Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.
- R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.**
- Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.
- R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.**

ACKNOWLEDGEMENT

Firm Name: Municipal Equipment Company, LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Mathew Fenneman*

Date: 4/20/2022

ADDENDUM NO. #2

22-730

Print Name: Mathew Fenneman

Title: President

Primary E-mail Address: matt@mecofire.com

Secondary E-mail Address: mfenneman@mecofire.com



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Municipal Equipment Company, LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Mathew Fenneman*

Date: 4/20/2022

Print Name: Mathew Fenneman

Title: President

Primary E-mail Address: matt@mecofire.com

Secondary E-mail Address: mfenneman@mecofire.com

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
 - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
 - 2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
 - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
 - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
 - 3.4.1. The County will advise when the order is an emergency.
 - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
 - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[The remainder of this page intentionally left blank]

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

The undersigned hereby declares that: Municipal Equipment Company, LLC has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. N/A

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Choose an item. not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Municipal Equipment Company, LLC

Street Address: 408 Bif Ct

City: Orlando State and ZIP Code: FL 32809

Mailing Address (if different): same

Telephone: 800-228-8448 Fax: n/a

Federal Identification Number / TIN: 59-3624496

DUNS Number: 020992533

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Mathew Fenneman*

Date: 4/20/2022

Print Name: Mathew Fenneman

Title: President

Primary E-mail Address: matt@mecofire.com

Secondary E-mail Address: mfenneman@mecofire.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

<i>Municipal Equipment Company, LLC</i>			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.mecofire.com		
SHOP LOCATION			
2a	408 Bif Ct Orlando, FL 32809		
2b	Mathew Fenneman PH. 800-228-8448 Email. matt@mecofire.com		
2c	Labor for Equipment Repair (not under warranty)	\$100.00	per hour
2d	Pickup or delivery services offered?	yes	
2e	Pick up / delivery fee for Equipment	various	per call

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	up to 20%
Which does the firm use: Diesel fuel or Gasoline?	Gasoline
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	30%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	up to 20%

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Draeger	\$100.00	Yes
	Arctic Compressors	\$100.00	Yes

<i>Municipal Equipment Company, LLC</i>				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		www.mecofire.com		
Warehouse Location(s):		408 Bif Ct Orlando, FL 32809		
Contact Information For Emergency/Disaster Services (24/7)				
		Name: Mathew Fenneman		
		Email: matt@mecofire.com		
		Emergency Phone: 800-228-8448		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Akron Brass	40.00%	1-8 weeks	yes	www.akronbrass.com
Arctic Compressor	2.00%	2-4 weeks	yes	www.arcticcompressor.com
Armor Express	10.00%	2-4 weeks	yes	www.armorexpress.com
Bayco Products	10.00%	2-3 weeks	yes	www.baycoproducts.com
Blackington Badges	20.00%	4-6 weeks	yes	www.Blackington.com
Bullard	5.00%	1-8 weeks	yes	www.bullard.com
CMC	8.00%	1-8 weeks	yes	www.cmcpro.com
Cairns	20.00%	1-4 weeks	yes	www.msasafety.com
Chemguard	20.00%	2 weeks	yes	www.jci.com
Council Tool	1.00%	1-8 weeks	yes	www.counciltool.com
CW Nielsen	20.00%	2-6 weeks	yes	www.cwnielsenbadges.com
Dewalt	5.00%	2-4 weeks	yes	www.dewalt.com
Door Storm	1.00%	2-6 weeks	yes	www.doorstorm.com
Draeger Engineered solutions	0.00%		yes	
Draeger SCBA & Gas Detection	5.00%	2-6 weeks	yes	www.Draeger.com
Duo Safety	15.00%	26 weeks	no	www.duosafety.com
Edwards and Cromwell	2.00%	1-2 weeks	yes	www.edwardsandcromwell.com
Elkhart Brass	25.00%	1-8 weeks	yes	www.elkhartbrass.com
Ergodyne	3.00%	1-3 weeks	yes	www.ergodyne.com
Enforcer One	15.00%	2-10 weeks	yes	www.enforcerone.com
Evac Systems	10.00%	2-3 weeks	yes	www.evacsytms.com
Fecheimer	5.00%	1-3 weeks	yes	www.fecheimer.com
Federal Signal	25.00%	1-4 weeks	yes	www.fedsig.com
Firehooks	2.00%	1-4 weeks	yes	www.firehooksunlimited.net

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Fire Innovations	5.00%	2-3 weeks	yes	www.fireinnovations.com
Fire Research	20.00%	1-4 weeks	yes	www.fireresearch.com
Fire Service Plus	20.00%	2-3 days	yes	www.fireade.com
Firebull	15.00%	2-3 days	yes	www.enforcerone.com
Firequip	35.00%	4-8 weeks	yes	www.snaptite.com
Flamefighter	10.00%	1-3 weeks	yes	www.flamefighter.com
Flir Sytems	10.00%	2-6 weeks	yes	www.flir.com
Florida PPE Services	2.00%		yes	www.floridappeservices.com
Foldatank	10.00%	1-4 weeks	yes	www.fol-da-tank.com
Gemtor	10.00%	1-3 weeks	yes	www.gemtor.com
Genesis Rescue Systems	0.00%	3-4 weeks	yes	www.genesisrescue.com/
GH Armor	10.00%	2-4 weeks	yes	www.gharmor.com
Glassmaster	5.00%	1 week	yes	www.glassmaster.com
Groves, Inc.	1.00%	2-4 weeks	yes	www.groves.com
Haix North America	20.00%	1-2 weeks	yes	www.haix.com
Hannay Reels	1.00%	1-4 weeks	yes	www.hannay.com
Harrington	20.00%	1-3 weeks	yes	www.Harrinc.com
Hebert Hose Clamps	1.00%	1-3 weeks	yes	no web
Holmatro	1.00%	1-6 weeks	yes	www.holmatro.com
Homeland Six	5.00%	2-6 weeks	yes	www.homelandsix.com
Hot Shield USA	10.00%	2-3 weeks	yes	www.hotshield.com
Humat	1.00%	2-3 weeks	yes	www.humat.com
Husky Portable Containment	1.00%	2-4 weeks	yes	www.huskyportable.com
Identifire	5.00%	1-2 weeks	yes	www.identifiresafety.com
Janesville	35.00%	3-6 months	yes	www.lionprotects.com
Kappler	3.00%	2-4 weeks	yes	www.kappler.com
Kochek	15.00%	2-6 weeks	yes	www.kochek.com
Koehler Manufacturing	10.00%	2-4 weeks	yes	www.flashlight.com
Kussmaul	5.00%	1-2 weeks	yes	www.kussmaul.com
Lakeland Industries	15.00%	2-8 weeks	yes	www.lakeland.com
Leatherhead Tools	10.00%	2-4 weeks	yes	www.leatherheadtools.com
Lion Boots	20.00%	1-2 weeks	yes	www.lionprotects.com
Lion Gloves	20.00%	1-2 weeks	yes	www.lionprotects.com
Lion Helmets	20.00%	2-8 weeks	yes	www.lionprotects.com
Lion Hoods	20.00%	1-2 weeks	yes	www.lionprotects.com
Lion Training Products	2.00%	1-4 weeks	yes	www.lionprotects.com
Lion Uniforms	30.00%	1-4 weeks	yes	www.lionprotects.com
Lion Wildland Equipment	10.00%	30-60 days	yes	www.lionprotects.com
Mirion	0.00%	2 weeks	yes	www.mirion.com
Nupla	10.00%	2-4 weeks	yes	www.nuplatools.com
Pacific Helmets	15.00%	2-12 weeks	yes	www.pipusa.com
Paratech	1.00%	2-4 weeks	yes	www.paratech.com
Partner	5.00%	1-2 weeks	yes	www.teamequipment.com
Paul Conway Shields	2.00%	2-3weeks	yes	www.conwayshield.cmom

[illegible]



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

DATE: March 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of Piggyback Agreement between the City of Mount Dora and Municipal Emergency Services, Inc., related to Fire Equipment, Supplies, and Services (22-730G)

Introduction:

This is a request for City Council to approve a piggyback agreement between the City of Mount Dora and Municipal Emergency Services, Inc., related to Fire Equipment, Supplies, and Services (22-730G).

Discussion:

Lake County Government competitively solicited and negotiated an agreement with Municipal Emergency Services, Inc. related to the purchase of fire equipment, supplies, and services. The City of Mount Dora desires to enter into a contract with Municipal Emergency Services, Inc. under the same terms and applicable conditions as that agreement with Lake County Government. Florida Statute Chapter 287 authorizes the City to purchase goods and/or services as a cooperative purchase based on the solicitation issued by Lake County Government and agreements relating therefrom.

The vendor provides fire equipment, supplies, and services, such as personal protective equipment, firefighting tools, fire hose, extrication tools, and equipment maintenance service. This contract covers small non-recurring purchases budgeted in the Fire Department's operating budget, recurring maintenance budgeted for in the Fire Department's repair and maintenance budget, and capital outlay items which are requested and approved via the City's normal budget planning and approval process.

Budget Impact:

There is no immediate budget impact. Approval of the piggyback agreement allows for the purchase of competitively solicited goods and services.

Strategic Impact:

Goal 2: Public Safety

Goal 3: Fiscal Resources

Recommendation:

It is recommended City Council approve the piggyback agreement between the City of Mount Dora and Municipal Emergency Services, Inc. related to Fire Equipment, Supplies, and Services (22-730G).

Attachment(s):

1. Municipal Emergency Services - Lake County Contract piggyback agreement (003)
2. Exhibit A - Lake County - Contract #22-730G -Municipal Emergency Services

Prepared by: HOUSE, ANGELA F HOUSE, ANGELA F, Fire Administrative Coordinator

Reviewed by: Rich Loewer, Deputy Fire Chief

Approved - 3/7/2023

Aneta Barton, Budget Director

Approved - 3/13/2023

Sherry Sutphen, City Attorney

Approved - 3/15/2023

Jeanann Hand, City Clerk

Approved - 3/15/2023

Patrick Comiskey, City Manager

Final Approval - 3/15/2023

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 MUNICIPAL EMERGENCY SERVICES, INC., 12 Turnberry Lane, 2nd Floor, Sandy Hook, Connecticut 06482, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to make a purchase, utilizing that Agreement for Fire Equipment, Supplies and Services between Lake County and the CONTRACTOR, dated September 13, 2022, 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 Lake County through Contract Number: 22-730G; 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 extend from the date of execution by the CITY through September 13, 2023, and may be renewed for two (2) subsequent two (2) year periods. Renewals are contingent upon mutual written agreement between the parties.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the CITY as set forth in the **Exhibit “A”** 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: Municipal Emergency Services, Inc.
12 Turnberry Lane, 2nd Floor
Sandy Hook, Connecticut 06482

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: JEANANN HAND
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
[HANDJ@CITYOFMOUNTDORA.COM](mailto:HNDJ@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. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 15. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any

section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 16. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 17. 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.

SECTION 15. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement effective this _____ day of _____, 2023.

CITY OF MOUNT DORA

CRISSY STILE

MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
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

Municipal Emergency Services, Inc.

Print: _____

Title: Ward Petrie, SVP Finance

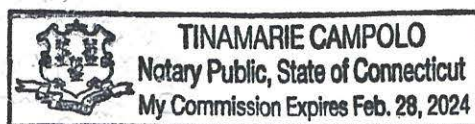
Connecticut

STATE OF ~~KENTUCKY~~

COUNTY OF Fairfield

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization of Ward Petrie, as SVP Finance,
of Municipal Emergency 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 _____ drivers license _____ as identification,
and who did/did not take an oath this 6 day of March, 2023.

(stamp)



NOTARY NO: 166220

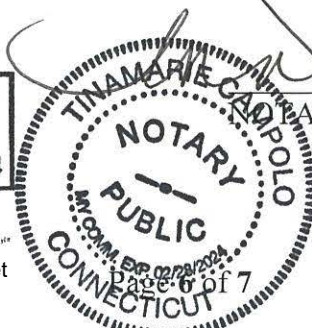


Exhibit “A”
Cooperative Contract between
Lake County and Municipal Emergency Services, Inc.

EXHIBIT A



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 9/13/2022	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add the highlighted manufacturers and pricing per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: _____ Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>9/13/22</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: Gretchen Bechtel, CPPB, Title: Contracting Officer II Date: _____ Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.09.15 08:19:49 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

<i>Municipal Emergency Services</i>			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.mesfire.com		
	SHOP LOCATION		
2a	3789 62 Ave North Pinellas Park FL 33781		
2b	Jamie Robinson		
2c	Labor for Equipment Repair (not under warranty)	\$0.00	per hour
2d	Pickup or delivery services offered?	Yes	
2e	Pick up / delivery fee for Equipment	\$0.00	per call

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0
Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Hurst ED/EWXT/E3 service - per tool	\$250.00	Yes
	Hurst High Pressure service - per tool	\$140.00	Yes
	Hurst Low Pressure service - per tool	\$140.00	Yes
	Hurst High Pressure pump service - per pump	\$525.00	Yes
	Hurst Low Pressure pump service - per pump	\$525.00	Yes
	Hurst extension hose - flush	\$125.00	Yes
	Hurst extension hose - visual inspection	\$50.00	Yes
	Hurst cord reel - flush	\$175.00	Yes
	Hurst cord reel - visual inspection	\$50.00	Yes
	Hurst non warranty repairs - labor rate per hour	\$160.00	Yes
	Lift bag set inspection (1 regulator, 1 controller, hoses)	\$100.00	Yes

[illegible]

<i>Municipal Emergency Services</i>				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		www.mesfire.com		
Warehouse Location(s):	3789 62nd Avenue North Pinellas Park, FL 33781 AZ, CA, CO, CT, IL, IN, MD, MI, NC, NE, NY, TX, WA			
Contact Information For Emergency/Disaster Services (24/7)				
Name:		Jamie Robinson		
Email:		jrobinson@mesfire.com		
Emergency Phone:		727-686-0020		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
3M Company	15%		No	
5.11	20%		No	
Able 2 Sho Me	10%		No	
Action	25%		No	
AH Stock	10%		No	
Ajax	5%		No	
Akron Brass	20%		No	
Alcolite (Sam Carbis)	10%		No	
Amerex	List+10%		No	
American Firewear	15%		No	
Anchor Industries	10%		No	
Angus	20%		No	
Ansul Foam	15%		No	
Avon Manufacturing	5%		No	
B&B Enterprises	15%		No	
Bates (Wolverine)	10%		No	
Bayco/NightStick	10%		No	
Black Diamond	15%		No	
Blackinton	10%		No	
Blauer	List		No	
Boston Leather	20%		No	
Bullard - helmets	20%		No	
Bullard - other	10%		No	
CET Pumps	15%		No	
Chemguard	10%		No	
Circul Air	List		No	
CMC Rescue	10%		No	
Code 3	20%		No	
Collins Dynamics (Rom Corp)	22%		No	

Council Tools	20%		No	
Crew Boss	20%		No	
Danner/LaCrosse	5%		No	
Decon Systems (Saunaray)	List		No	
Dicke Tool	15%		No	
Dragonfire (J Scott Solutions)	20%		No	
DuPont	5%		No	
Dutyman	5%		No	
Eastern Fire Equipment Services	5%		No	
Edison	20%		No	
Edwards & Cromwell	10%		No	
Edwards MFG	10%		No	
Elbeco	5%		No	
Elkhart Brass	20%		No	
Energizer	List		No	
Ergodyne	20%		No	
ESS	20%		No	
Euramco	15%		No	
EVAC Systems	5%		No	
Fechheimer/Flying Cross	5%		No	
Federal Signal Corp	20%		No	
Fire Hooks Unlimited	List+10%		No	
Fire Innovations	10%		No	
Fire Research (FRC)	15%		No	
Fire Soaps	5%		No	
Fire Wipes	5%		No	
Firecom	5%		No	
Firecraft - gloves	10%		No	
Firecraft - Sensit	5%		No	
Fire-Dex	10%		No	
First Tactical	10%		No	
Flamefighter	20%		No	
Fol-Da-Tank	20%		No	
Foxfire	10%		No	
FoxFury	10%		No	
Fresh Gear	5%		No	
FSI North America	List		No	
Gemtor	20%		No	
GH Armor	Per NASPO		No	
Glassmaster Wehr	15%		No	
Grace Industries	List		No	
Groves/Ready Rack	List		No	
Hale Fire Pumps	List		No	
Hammerhead (Gear Keeper)	15%		No	
Hannay Reels	10%		No	
Harrington	25%		No	
Hebert	List		No	
Hero Wipes	5%		No	
Hero's Pride	5%		No	
HexArmor	15%		No	
Homeland 6 (H6 Tactical)	10%		No	
Honeywell - boots	10%		No	
Honeywell - helmets & parts	10%		No	

Honeywell Analytics	List+5%		No	
Honeywell/Morning Pride - PPE	10%		No	
Hot Shields	5%		No	
Hotstick	List		No	
Humat	List		No	
Hurst	5%		No	
Husky	25%		No	
Hydra Shield	12%		No	
Industrial Scientific - accessories	List		No	
Industrial Scientific - monitors	10%		No	
J-Tek/CMJ manufacturing	List		No	
Justrite	20%		No	
Kappler	List		No	
Kochek	25%		No	
Koehler Mfg	20%		No	
Kroll	10%		No	
Kussmaul	List		No	
Lakeland	10%		No	
Leatherhead Tools	20%		No	
Lightning X	10%		No	
Lion Uniforms	10%		No	
Little Giant	5%		No	
Mag Instruments	10%		No	
Majestic Hoods	20%		No	
Majestic Hoods - Gore	List		No	
Makita	List		No	
Matex	15%		No	
Mechanix Gloves	10%		No	
Mustang Survival	10%		No	
Natale (Circle D)	15%		No	
National Foam	5%		No	
National River Supply (NRS)	10%		No	
Norco Gas	List		No	
NUPLA	15%		No	
OHD	List		No	
Pacific Helmets	5%		No	
Pacific Reflex	15%		No	
Paul Conway Shields	10%		No	
Pelican	List+10%		No	
Performance Advantage Company (PAC)	10%		No	
Petzl	20%		No	
PGI	5%		No	
Pigeon Mountain Industries (PMI)	10%		No	
Plastix Plus	5%		No	
PMI Rope	10%		No	
Point Blank	Per NASPO		No	
Propper	5%		No	
Protective Industrial Products (PIP)	10%		No	
R&B Fabricators	10%		No	
Radians	10%		No	
RAE Systems	5%		No	
Redback Boots	15%		No	
Rescue 42	5%		No	

Rescue Technology	5%		No	
RevolveAir	List		No	
Rice Hydro	10%		No	
Ringers	List		No	
RIT Safety Solutions	10%		No	
Rock N Rescue	10%		No	
Royce Shields	5%		No	
Salomon	10%		No	
Samuel Broome	5%		No	
San Mar	10%		No	
Savox	List		No	
SCBAS	15%		No	
Scott Safety- gas detection	5%		No	
Scott Safety- SCBA and parts	List		No	
Scott Safety- thermal imager parts	List		No	
Scott Safety- thermal imagers	5%		No	
Scotty Firefighter	15%		No	
Seek Thermal	5%		No	
Sensible Mounts	15%		No	
Shelby Gloves	List		No	
Silent Partner Technologies	List		No	
Simulaids	List		No	
SM Smith	5%		No	
Snap Tite/All-American/Firequip	10%		No	
Solutions Safety (Citrosqueeze)	5%		No	
South Park	20%		No	
Spiewak	5%		No	
Stallion Air	List		No	
Statpacks	10%		No	
Steck	10%		No	
Sterling Rope	15%		No	
Streamlight	15%		No	
Supervac	5%		No	
Survival Armor	Per NASPO		No	
Target Solutions	List		No	
Task Force Tips (TFT)	5%		No	
Task Force Tips- Blitzfire/G-Force Series	List		No	
Team Equipment	List		No	
Team Wendy	List		No	
Teledyne	5%		No	
Teelite	5%		No	
Tempest - VS series batteries & access.	List+5%		No	
Tempest/Leader Fans	10%		No	
Thorogood/Weinbrenner boots	15%		No	
TNT Tools	10%		No	
Topps	List+10%		No	
True North	10%		No	
Tru-Spec	10%		No	
Turtle Plastics	List		No	
Tyco	10%		No	
UltraTec Special Effects	15%		No	
Under Armour	5%		No	
Underwater Kinetics	List		No	

Various mfgs - compressor service parts	5%		No	
Veridian - PPE	25%		No	
Veridian- gloves, hoods, accessories	10%		No	
Vetter	List		No	
VF Imagewear	5%		No	
Vizcon	List		No	
Warthog	5%		No	
Waterous	List		No	
Weldon	25%		No	
Whelen Engineering	15%		No	
Williams Foam	List		No	
Workrite	10%		No	
Yates	5%		No	
Zephyr	List		No	
Ziamatic/Zico	List		No	



CONTRACT NO. 22-730G
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Municipal Emergency Services, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/25/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

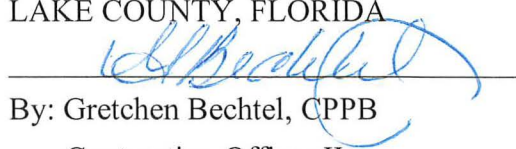
Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: N/A

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA


By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 07/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?
- R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors**
- Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.
- R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.**
- Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.
- R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.**

ACKNOWLEDGEMENT

Firm Name: Municipal Emergency Services

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Robinson*

Date: 4/25/22

ADDENDUM NO. #2

22-730

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Municipal Emergency Services

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Robinson*

Date: 04/25/22

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
 - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
 - 2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
 - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
 - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
 - 3.4.1. The County will advise when the order is an emergency.
 - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
 - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

**EXHIBIT A – SCOPE OF SERVICES
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[The remainder of this page intentionally left blank]

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

The undersigned hereby declares that: Municipal Emergency Services Inc has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Click or tap here to enter text.

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Municipal Emergency Services INC
Street Address: 12 Turnberry Ln 2nd Floor
City: Sandy Hook State and ZIP Code: CT, 06482
Mailing Address (if different): 3789 62nd Avenue North
Telephone: 727-521-2135 Fax: 727-525-1819
Federal Identification Number / TIN: 651051374
DUNS Number: 048167923

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Jamie Robinson*

Date: 4/25/2022

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

<i>Municipal Emergency Services</i>			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.mesfire.com		
SHOP LOCATION			
2a	3789 62 Ave North Pinellas Park FL 33781		
2b	Jamie Robinson		
2c	Labor for Equipment Repair (not under warranty)	\$0.00	per hour
2d	Pickup or delivery services offered?	Yes	
2e	Pick up / delivery fee for Equipment	\$0.00	per call

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0
Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Hurst ED/EWXT/E3 Service per tool	\$200.00 Flat	Yes
	Hurst HP Service Per set	\$780.00 Flat	Yes
	Hurst LP Service Per Set	\$855.00 Flat	Yes
	Scott Safety - SCBA Flow Test	\$45.00 Per	Yes
	Scott Fit Tesing	\$35.00 Per	Yes
	Scott Safety - Cylinder Hydro Testing	\$35.00 Per	Yes

<i>Municipal Emergency Services</i>				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		www.mesfire.com		
Warehouse Location(s):		3789 62nd Avenue North Pinellas Park, FL 33781		
Contact Information For Emergency/Disaster Services (24/7)				
Name:		Jamie Robinson		
Email:		jrobinson@mesfire.com		
Emergency Phone:		727-686-0020		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
3M Company	15.00%		no	
Able 2 Sho Me	10.00%		no	
Action	25.00%		no	
AH Stock	10.00%		no	
Ajax	10.00%		no	
Akron Brass	20.00%		no	
Alcolite (Sam Carbis)	10.00%		no	
Amerex	Net+20%		no	
American Firewear	15.00%		no	
Angus	20.00%		no	
Anchor Industries	10.00%			
Avon Manufacturing	5.00%			
Ansul Foams	15.00%		no	
Bates	10.00%			
Blauer	List			
B&B Enterprises	15.00%		no	
Blackinton Badges	10.00%		no	
Boston Leather	20.00%			
Bullard Helmets	20.00%		no	
Bullard other	10.00%		no	
Cet Pumps	15.00%			
Chemguard	10.00%			
Circul Air	List		no	
Code 3	20.00%		no	
Collins Dynamics (Rom Corp)	22.00%		no	
Council Tools	20.00%		no	

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Dickie Tool	15.00%		no	
Edison	20.00%		no	
Edwards and Cromwell	10.00%		no	
Edwards MFG	10.00%		no	
Elkhart Brass	20.00%		no	
Federal Signal Corp	20.00%		no	
Fire Hooks Unlimited	List Plus 10%		no	
Fire Dex	10.00%		no	
Flamefighter	20.00%		no	
Fol-da-tank	20.00%		no	
Gemtor	20.00%		no	
Glassmaster WEHR	15.00%		no	
Hale Fire Pumps	List		no	
Hannay Reels	10.00%		no	
Harrington	25.00%		no	
Hebert	List		no	
Honeywell PPE	10.00%		no	
Honeywell Helmets and Parts	10.00%		no	
Honeywell Pro Warrington	10.00%		no	
Humat	List		no	
Husky	25.00%		no	
Hydra Shield	12.00%		no	
Justrite	20.00%		no	
Kappler	List		no	
Kochek	25.00%		no	
Koehler MFG Co	20.00%		no	
Kussmaul	10.00%		no	
Lions Uniforms	10.00%		no	
Mag Instruments	10.00%		no	
Morning Pride	10.00%		no	
Natale (circle D)	15.00%		no	
NUPLA	15.00%		no	
Pacific Reflex	15.00%		no	
Paul Conway Shields	10.00%		no	
Pelican	List Plus 10%		no	
Petzl	20.00%		no	
PGI Protexall	5.00%		no	
Pigeon Mountain Industries	10.00%		no	
R&B Fabricators	10.00%		no	
Redhead Brass			no	
Rice Hydro CO	10.00%		no	
SCBAs	15.00%		no	
Sensible Mounts	15.00%		no	
Shelby Wolverine	List		no	
South Park	20.00%		no	

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Sterling Rope	15.00%		no	
Supervac	5.00%		no	
TNT Tools	10.00%		no	
Task Force Tips	5.00%		no	
Thorogood/Weinbrenner/Lion Boots	15.00%		no	
Team Equipment	List		no	
Fresh gear	5.00%		no	
Grace Industries	List		no	
Groves/ Ready Rack	List		no	
Hale	5.00%		no	
Hammerhead (gear keeper)	15.00%		no	
Hero's pride	5.00%		no	
HexArmor	15.00%		no	
Homeland 6 (H6 Tactical)	10.00%		no	
Honeywell Analytics	List Plus 5%		no	
Hot Shields	5.00%		no	
Hotstick	List		no	
Hurst	5.00%		no	
Industrial Scientific- Monitors	10.00%		no	
Industrial Scientific- accessories	List		no	
J-Tek/CMJ manufacturing	List + 5%		no	
Kroll	10.00%		no	
Lakeland	10.00%		no	
Leader Fans	10.00%		no	
Leatherhead Tools	20.00%		no	
Lightning X	10.00%		no	
Little Giant	5.00%		no	
Majestic hoods	20.00%		no	
Majestic Hood Gore	List		no	
Matex	15.00%		no	
Mustang Survival	10.00%		no	
National Foam	5.00%		no	
National River Supply (NRS)	10.00%		no	
OHD	List		no	
Pacific Helmets	5.00%		no	
Performance Advantage Company (PAC)	10.00%		no	
Plastix Plus	5.00%		no	
PMI Rope	10.00%		no	
Point Blank	Per NASPO		no	
Protective Industrial Products (PIP)	10.00%		no	

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Propper	5.00%		no	
Radians	10.00%		no	
Rae Systems	5.00%		no	
Redback Boot	20.00%		no	
Rescue 42	5.00%		no	
Ringers	List		no	
RIT Safety	10.00%		no	
Rock N Rescue	10.00%		no	
Samuel Broome	5.00%		no	
San Mar	10.00%		no	
Savox	List		no	
Scott Safety- Compressor Parts	5.00%		no	
Scott Safety- Gas Detection	5.00%		no	
Scott Safety- SCBA and parts	15%		no	
Scott Safety- Thermal Imagers	5.00%		no	
Scott Safety- Thermal Imagers Parts	List		no	
Scotty Firefighter	15.00%		no	
Seck Thermal	5.00%		no	
Shelby	List		no	
Silent Partners	List		no	
Simulaids	List		no	
SM Smith	5.00%		no	
Spiewak	5.00%		no	
Statpacks	10.00%		no	
Steck	10.00%		no	
Streamlight	15.00%		no	
Target Solutions	List		no	
Task Force Tips- Blitzfire/ Gforce Series	List		no	
Team Wendy	List +10%		no	
Tru-Spec	10.00%		no	
True North (Dragon Fire)	10.00%		no	
Tyco	10.00%		no	
Ultra tec	15.00%		no	
Under Armour	5.00%		no	
Veridian- Gloves, Hoods, Accessories	10.00%		no	
VF Imagewear	5.00%		no	
Vizcon	List		no	
Warthog	5.00%		no	
Workrite	10.00%		no	
Yates	5.00%		no	
Telelite	5.00%		no	
Tempest Fans	10.00%		no	

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Tempest Fans- VS Batt and Acc	List + 5%		no	
Topps	List +10%		no	
Turtle Plastics	List		no	
Underwater Kinetics	List		no	
Veridian- PPE	25.00%		no	
Vetter	List		no	
Waterous	List		no	
Weldon	25.00%		no	
Whelen Engineering	15.00%		no	
Williams Foam	List		no	
Zephyr	List		no	
Zimatic/ Zico	List		no	
5.11	20.00%		no	
CMC Rescue	10.00%		no	
Crew Boss	20.00%		no	
Decon Systems Saunaray	List		no	
Diamond Wipes (Hero Wipes)	5.00%		no	
Dragonfire (J Scott Solutions)	20.00%		no	
DuPont	5.00%		no	
Dutyman	5.00%		no	
Eastern Fire Equipment Services	5.00%		no	
Elbeco	5.00%		no	
Energizer	List		no	
ESS	20.00%		no	
Ergodyne	20.00%		no	
ESS	20.00%		no	
Euramco (Ram Fan)	15.00%		no	
EVAC Systems	5.00%		no	
Fire Innovations	10.00%		no	
Fire Research (FRC)	15.00%		no	
Fire Soaps	5.00%		no	
Diamond Wipes (Fire Wipes)	5.00%		no	
Fechhiemer (Flying Cross)	5.00%		no	
FireCom	5.00%		no	
FireCraft Gas Detection (Sensit)	5.00%		no	
Fire Craft Gloves	10.00%		no	
First Tactical	10.00%		no	
FSI North America	List		no	
Fox Fire	10.00%		no	
Fox Fury	10.00%		no	



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

DATE: March 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of Task Authorization/GMP (Guaranteed Maximum Price) with Faden Builders, Inc., related to WTP#1 North Ground Storage Tank Rehab

Introduction:

This is a request for City Council to approve the Task Authorization/GMP (Guaranteed Maximum Price) of WTP#1 North Ground Storage Tank Rehab with Faden Builders.

Discussion:

City staff have recommended rehabilitation of Water Treatment Plant #1 Ground Storage Tank (GST) to address the aging concrete tank and provide needed safety improvements. This task authorization includes measures to remove and patch corroded areas and spalls, as well as pressure cleaning, painting and installing fiberglass reinforced surface bonding cement. Safety improvements include enlarging the tank entrance, installing new tie-down anchors, replacing the 20-inch gate valve, and installing new safety rails. These improvements help keep the water treatment plant in compliance to supply quality water to Mount Dora water utility customers.

Budget Impact:

The guaranteed maximum price is \$361,419.16. A total of \$325,000 is allocated in the FY 2022-23 Budget for WTP#1 Ground Storage Tanks Repair in GL# 425-5555-580.63-01-WA2315. A budget amendment will be forthcoming to fund the full GMP amount.

Strategic Impact:

Goal 2: Infrastructure/Public Safety, Objective 2.4. Sustain City Infrastructure

Recommendation:

City Council approve the Task Authorization/GMP (Guaranteed Maximum Price) for WTP#1 North Ground Storage Tank Rehabilitation with Faden Builders.

Attachment(s):

1. 23-046 WTP#1 North GST Rehab Faden Task Authorization Citywide CMAR

Prepared by: Merry Lovern, Executive Assistant

Reviewed by: Chet Cramer, Project Manager

Aneta Barton, Budget Director

Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 2/27/2023

Approved - 3/13/2023

Approved - 3/15/2023

Approved - 3/15/2023

Final Approval - 3/15/2023

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.

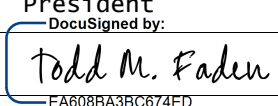
City Project Manager:
Chet Cramer

Construction Manager Contact:
Shawn Howard

Project Name:
WTP#1 North GST Rehab

Project Number:
23-046

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	
<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: _____ Date: _____ Signature: _____	
CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: Todd M. Faden	Print Name:
Title: President	Title:
Signature: 	Signature:
Date: 2/23/2023	Date:



01/19/2023

Faden Proposal No. 22-680 MD CMAR WTP#1 North GST Rehab

Chet Cramer
 Construction Project Manager
 City of Mount Dora
 510 N Baker Street
 Mount Dora, Florida 32757

RE: MD CMAR WTP#1 North GST Rehab

Scope Summary: Furnish all labor, material, equipment, scaffolding, forms and supervision required to complete the rehab of the North Ground Storage Tank at WTP#1 per scope of work in Exhibit A. Work to start in November 2023 with procurement of materials to be paid once received.

Exhibit A: Scope of Work

1. General Conditions
 - a. Project Management and Supervision
 - b. Mobilization/Demobilization
2. Repairs to North Ground Storage Tank at WTP#1
 - Mobilization
 - Pressure wash entire tank exterior, **address all cracking**, and paint exterior wall and dome with two (2) coats of Sherwin-Williams Super Paint at 4 mils DFT. Owner to choose color
 - Remove corrosion from exposed reinforcing on the exterior dome, repair as necessary, and patch with Sherwin-Williams DuraPlate 2300.
 - Patch all spalls in the exterior dome with Sherwin-Williams DuraPlate 2300
 - Investigate the rust-colored staining on the interior floor. Repair any damaged areas with Sherwin-Williams DuraPlate 2300.
 - Remove all coatings from the underside of the dome by sandblasting, resurface the underside of the dome with Sherwin-Williams DuraPlate 2300 at 1/8" thickness and paint the underside of the dome with one coat of Sherwin-Williams 5500 at 6 mils DFT and a topcoat of Sherwin-Williams DuraPlate UHS at 18 mils DFT.
 - Remove existing dome hatch and replace with new 4'x4' hatch curb and fiberglass hatch cover.
 - Pressure wash the existing CMU block baffle wall and apply a 1/4" thick coat of Quikrete Quikwall fiberglass reinforced surface bonding cement.
 - Repair the cracked and spalling gunite encasement on the inlet riser pipe by removing the damaged gunite and apply a 1/4" thick coat of Quikrete Quikwall fiberglass reinforced surface bonding cement.
 - Sandblast the existing ductile iron piping to NACE 3/SSPC-SP 6 Commercial Blast Cleaning. Repaint with two coats of Sherwin-Williams Macro Pox 5500 at 6-8 mils DFT per coat.
 - Replace corroded pipe supports with new stainless-steel pipe supports and install new concrete support bosses on interior wall.
 - Install new welded aluminum safety rail on the tank dome around the hatch. **Install two tie down anchors on opposite side of the aerator for safety tie off point.**
 - Replace all interior components on liquid level indicator (LLI) and all cable and pulleys.
 - Remove existing coatings in existing aerator by sandblasting, patch all cracks, and recoat aerator basin with one coat of Sherwin-Williams 5500 at 6 mils DFT and a top coat of Sherwin-Williams DuraPlate UHS at 18 mils DFT.
 - Disinfect tank
 - **Refurbish and Re-gel coat all aerator trays**
 - **Replace 20" Gate Valve (28 week lead time)**
 - **Provide power for construction**

State Cert# CGC 060972

Mailing Address: 1194 Camp Ave. Mount Dora, FL 32757

Offices: 3390 E. Vista Blvd Lake Buena Vista, FL 32830 • 1194 Camp Ave, Mt Dora FL 32757

Phone: 352-735-9805 • Fax: 352-735-9806

www.FadenBuildersinc.com



Qualifications and Exclusions:

1. Work to be completed 1st shift, M-F, no overtime is included.
2. The scope is limited to the items listed in Exhibit A. Any other added scope items or items required by the AHJ for permitting are excluded and will be charged as a change order.
3. Geotechnical testing/reports are excluded.
4. Dewatering is excluded.
5. Landscaping, irrigation, and sod are excluded.
6. Painting and staining are excluded.
7. Civil engineering is excluded.
8. Permit fees are excluded
9. All valve replacements, uninterrupted water for construction, removal of any non-loose sediment, bacterial testing of disinfected tank and government fees
10. Work to begin in November 2023 with procurement of gate valve to be paid before project begins.

Exhibit B: Price/GMP Breakdown

1. General Conditions	\$ 15,939.23
2. Thermal and Moisture Protection (Painting)	\$ 272,503.83
3. Concrete	\$ 0.00
4. Metal	\$ 0.00
5. Plumbing	\$ 0.00
6. Electrical	\$ 0.00
Subtotal	\$ 288,443.06
General Liability Insurance	\$ 3,749.76
Contingency (10%)	\$ 28,844.31
Contractor's Fee	\$ 40,382.03
Permit Fee	excluded
Performance and Payment Bond	excluded
Gross Maximum Price (GMP):	\$ 361,419.16

The prices included in this proposal are valid for 30 days per our material vendors due to steady material price increases.

Exhibit C: Basic Schedule

Procurement will begin promptly after the issuance of the Purchase Order.

Proposed duration schedule:

10 weeks after issuance of Purchase Order

8 weeks for completion of project to include interior and exterior work

Project Management Information System (PMIS) will not be required for this project.



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: Shawn Howard
Site Superintendent: Rob Bennett
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Nicole Rake

Exhibit F: Sub-Contractors

Precon Corporation
RCM Utilites

Please feel free to contact me with any questions. We look forward to working with you.

Best regards,

Shawn Howard
Faden Builders, Inc.



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

DATE: March 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request authorization to purchase replacement computers from MRA International in the amount of \$53,671.08

Introduction:

This is a request for the City Council to approve the purchase of twenty-nine (29) replacement computers with five (5) year warranties on each, plus four (4) docking stations with three (3) year warranties.

Discussion:

The City currently has a five (5) year replacement cycle for end user computers (desktops, laptops, and tablets). Each budget cycle, the IT Department reviews the inventory and determines a list of computers for replacement. We have identified twelve (12) tablets, four (4) laptops, thirteen (13) small form factor desktop computers, and four (4) docking stations that are more than five (5) years old and beyond their usable lifespan.

Budget Impact:

The adopted fiscal year 2022-23 budget includes funding for computer replacements in the total amount of \$92,000.00 in GL# 001-1250-513.46-01. After receiving quotes from four (4) vendors, MRA International was chosen with the lowest quoted price of \$53,671.08. MRA International quoted the replacement computers with the FL - NASPO ValuePoint State Contract.

Strategic Impact:

Infrastructure

Recommendation:

Staff recommends that City Council approve the purchase to replace computers from MRA International in the amount of \$53,671.08.

Attachment(s):

1. Attachment 1 - MRA-QUOTE
2. Attachment 2 - SHI-QUOTE
3. Attachment 3 - VTECHIO-QUOTE
4. Attachment 4 - INSIGHT-QUOTE

Prepared by: Jim Faulkner, Director of Information Technology
Reviewed by: Jim Faulkner, Director of Information Technology
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 2/28/2023
Approved - 3/13/2023
Approved - 3/15/2023
Approved - 3/15/2023
Final Approval - 3/15/2023



ATTACHMENT#1

QUOTE NUMBER: Q-049944 v1

Date Quoted: 02-28-2023

Expiration Date: 03-30-2023

PREPARED FOR

Manny Diaz
(352) 735-7108
diazm@ci.mount-dora.fl.us

BILLING / SHIPPING ADDRESS

Bill-To:
City of Mount Dora
510 N Baker St
Mount Dora, FL 32757

Ship-To:
City of Mount Dora
900 N Donnelly St
Mount Dora, FL 32757

MRA ACCOUNT TEAM

Account Manager:
Wendy
(732) 222-0997
wendy.decarolis@mrainternational.com

QUOTE NAME: Hardware Refresh
STATE CONTRACT: FL - NASPO ValuePoint (43211500-WSCA-15-ACS)

Prepared by:
Crystal Franks
(732) 222-0997
c.franks@mrainternational.com

Hardware / Software

PART NUMBER	ITEM DESCRIPTION	PRICE	QTY	EXT. PRICE
6C162UT#ABA	HP EliteBook x360 830 G9 13.3" Touchscreen Convertible 2 in 1 Noteboc - WUXGA - 1920 x 1200 - Intel Core i7 12th Gen i7-1255U Deca-core (10 Core) - 16 GB Total RAM - 512 GB SSD - Windows 11 Pro - Intel Iris Xe Graphics - In-plane Switching (IPS) Technolo	\$1,545.57	12	\$18,546.84
U17YME	HP Care Pack Active Care Service with Accidental Damage Protection - Post Warranty - 5 Year - Warranty - 9 x 5 x Next Business Day - On-site - Maintenance - Parts & Labor	\$515.00	12	\$6,180.00
6C178UT#ABA	HP EliteBook 840 G9 14" Notebook - WUXGA - 1920 x 1200 - Intel Core i7 12th Gen i7-1255U Deca-core (10 Core) - 16 GB Total RAM - 512 GB SSD - Silver - Windows 11 Pro - Intel Iris Xe Graphics - In-plane Switchin (IPS) Technology - English Keyboard - Front	\$1,354.21	4	\$5,416.84
U7861E	HP Care Pack - 5 Year - Warranty - 9 x 5 - On-site - Maintenance - Parts & Labor - Physical	\$270.00	4	\$1,080.00
6H8Y7UT#ABA	HP Z2 G9 Workstation - 1 x Intel Core i7 Dodeca-core (12 Core) i7-12700 12th Gen 2.10 GHz - 16 GB DDR5 SDRAM RAM - 512 GB SSD - Mini PC - Intel W680 Chip - Windows 11 Pro - NVIDIA Quadro T1000 4 GB Graphics - Serial ATA/600 Controller - 0, 1 RAID Levels -	\$1,538.80	13	\$20,004.40
U1G39E	HP Care Pack Hardware Support - Extended Service - 5 Year - Service - x Next Business Day - On-site - Maintenance - Parts & Labor - Physical	\$115.00	13	\$1,495.00
72C71AA	HP USB-C Dock G5 Essential Dock - for Notebook/Monitor - 65 W - USB Type C - 3 Displays Supported - 4K, 5K, 8K, Full HD, 2.5K - 3840 x 2160, 5120 x 2880, 7680 x 4320, 1920 x 1080, 2560 x 1600 - 2 x USB 3.0 - 2 x USB Type-A Ports - USB Type-A - 1 x USB Typ	\$200.00	4	\$800.00

MRA International is an Authorized Warranty Repair Center and the only company authorized to deliver Accidental Damage Protection (ADP) for Hewlett Packard (HP) products in the state of New Jersey.

When submitting a PO for HP / HPE products, please use the following Location ID:

Personal Computers and Printers
Location ID: 10279484
March 21, 2023 Regular Session Agenda Packet

Servers, Storage and Networking
Location ID: 10037127

Mailing Address:

295 Morris Ave, Suite 101
Long Branch, NJ 07740-6515
Page 114 of 418



QUOTE NUMBER: Q-049944 v1

Date Quoted: 02-28-2023

Expiration Date: 03-30-2023

PREPARED FOR

BILLING / SHIPPING ADDRESS

Manny Diaz
(352) 735-7108
diazm@ci.mount-dora.fl.us

Bill-To:
City of Mount Dora
510 N Baker St
Mount Dora, FL 32757

Ship-To:
City of Mount Dora
900 N Donnelly St
Mount Dora, FL 32757

MRA ACCOUNT TEAM

Account Manager:
Wendy
(732) 222-0997
wendy.decarolis@mrainternational.com

QUOTE NAME: Hardware Refresh
STATE CONTRACT: FL - NASPO ValuePoint (43211500-WSCA-15-ACS)

Prepared by:
Crystal Franks
(732) 222-0997
c.franks@mrainternational.com

Hardware / Software

PART NUMBER	ITEM DESCRIPTION	PRICE	QTY	EXT. PRICE
UC296E	HP Care Pack - 3 Year - Service - 9 x 5 x Next Business Day - On-site - Exchange - Physical	\$37.00	4	\$148.00

SUBTOTAL: \$53,671.08

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PREPARED FOR

BILLING / SHIPPING ADDRESS

Manny Diaz
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diazm@ci.mount-dora.fl.us

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Wendy
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wendy.decarolis@mrainternational.com

QUOTE NAME: Hardware Refresh
STATE CONTRACT: FL - NASPO ValuePoint (43211500-WSCA-15-ACS)

Prepared by:
Crystal Franks
(732) 222-0997
c.franks@mrainternational.com

Quote Summary

DESCRIPTION	AMOUNT
Hardware / Software	\$53,671.08

TOTAL: \$53,671.08

Product availability and product discontinuation are subject to change without notice. The prices in this quotation are valid for (30) days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

NON-SOLICITATION: Neither Party will knowingly, either directly or indirectly, solicit the other party's employees for employment without written authorization from the other Party.

MRA International is an Authorized Warranty Repair Center and the only company authorized to deliver Accidental Damage Protection (ADP) for Hewlett Packard (HP) products in the state of New Jersey.

When submitting a PO for HP / HPE products, please use the following Location ID:

Personal Computers and Printers Servers, Storage and Networking
Location ID: 10279484 Location ID: 10037127
March 21, 2023 Regular Session Agenda Packet

Mailing Address:

295 Morris Ave, Suite 101
Long Branch, NJ 07740-6515
Page 116 of 418



Pricing Proposal
 Quotation #: 23059401
 Created On: 2/7/2023
 Valid Until: 2/28/2023

FL-City of Mount Dora

Adam Climer

510 N Baker St
 Mount Dora, FL 32757
 United States
 Phone: 352-735-7108
 Fax:
 Email: climera@ci.mount-dora.fl.us

Inside Account Executive

Alejandro Cortes

300 Davidson Avenue
 Somerset, NJ 08873
 Phone: 800-527-6389 EXT 652-0307
 Fax:
 Email: alejandro_cortes@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	HP Workstation Z2 G9 - Wolf Pro Security - SFF - 1 x Core i7 12700 / 2.1 GHz - vPro - RAM 16 GB - SSD 512 GB - HP Z Turbo Drive, NVMe, TLC, 3D NAND Technology - UHD Graphics 770 - GigE - Win 10 Pro 64-bit (includes Win 11 Pro License) - monitor: none - k HP, Inc. - Part#: 6H8Z3UT#ABA	13	\$1,356.20	\$17,630.60
2	HP E24 G4 - E-Series - LED monitor - 23.8" (23.8" viewable) - 1920 x 1080 Full HD (1080p) @ 60 Hz - IPS - 250 cd/m - 1000:1 - 5 ms - HDMI, VGA, DisplayPort - silver (stand), black head HP, Inc. - Part#: 9VF99AA#ABA	1	\$233.75	\$233.75
3	Electronic HP Care Pack Next Business Day Hardware Support - Extended service agreement - parts and labor (for desktop) - 5 years - on-site - response time: NBD - for Presence Small Space Solution with Zoom Rooms HP, Inc. - Part#: U7899E	1	\$102.61	\$102.61
4	Electronic HP Care Pack Next Business Day Hardware Support - Extended service agreement - parts and labor - 5 years - on-site - response time: NBD - for HP Z1 G8, Z1 G9; Workstation Z1 G5, Z1 G6, Z2, Z2 G4, Z2 G5, Z2 G8, Z2 G9; ZCentral 4R HP, Inc. - Part#: U1G39E	1	\$138.72	\$138.72
5	HP EliteBook 840 G9 Notebook - Wolf Pro Security - Intel Core i7 1255U / 1.7 GHz - Win 10 Pro 64-bit (includes Win 11 Pro License) - Iris Xe Graphics - 16 GB RAM - 512 GB SSD NVMe, TLC, HP Value - 14" IPS touchscreen 1920 x 1200 - Wi-Fi 6E - kbd: US - wi HP, Inc. - Part#: 6C1Z3UT#ABA	4	\$1,811.74	\$7,246.96
6	HP Thunderbolt Dock G2 - Docking station - VGA, DP, 2 x DP - 10Mb LAN - 120 Watt - Smart Buy - United States - for Chromebook x360; ENVY 17; Pavilion 14; Pavilion Gaming TG01; Pavilion x360; ProBook 635 HP, Inc. - Part#: 2UK37UT#ABA	3	\$284.16	\$852.48
7	Electronic HP Care Pack Next Business Day Hardware Support - Extended service agreement - parts and labor (for CPU only) - 5 years - on-site - response time: NBD - for Elite Mobile Thin Client mt645 G7; EliteBook 84XX, 85XX, 87XX; ZBook 15u G3, 17 G4, 17	1	\$328.48	\$328.48

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



EIN: 31-1758837

2338 Immokalee Rd. #151

Naples, FL 34110

Phone: (239) 514-2888

Fax: (239) 236-2232

www.vTECHio.com

PROPOSAL

CAWQ26873

Quoted: Feb 17, 2023

Expires: Mar 19, 2023

Prepared For:	Ship To:	Presented By:
City of Mount Dora Adam Climer PO Box 176 Mount Dora, FL 32756-0176 United States Phone (352) 735-7108 Email adam.climer@ci.mount-dora.fl.us	City of Mount Dora Adam Climer PO Box 176 Mount Dora, FL 32756-0176 United States	Dan Beeman Dan.beeman@vtechio.com 813-777-7651 To accept this proposal, sign here and return: Date: _____ Customer Purchase Order Number: _____

Please review quote for shipping address and accuracy of each item BEFORE placing order.

Terms: Net 45 Days

Line #	Description	Product #	Unit Price	Qty	Ext. Price
1	Dell Dock WD19S 130w Power Delivery â€” 180w AC Estimated delivery if purchased today: Jan. 31, 2023 Dell Limited Hardware Warranty Advanced Exchange Service, 3 Years	210-AZBM 824-3993 824-3984	\$284.64	4	\$1,138.56
2	OptiPlex 5000 Small Form Factor Estimated delivery if purchased today: Jan. 31, 2023 12th Generation Intel Core i7-12700 (12 Cores/25MB/20T/2.1GHz to 4.9GHz/65W) Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish No Microsoft Office License Included 16GB (2x8GB) DDR4 Non-ECC Memory M.2 2230 512GB PCIe NVMe Class 35 Solid State Drive M.2 22x30 Thermal Pad M2X3.5 Screw for SSD/DDPE Intel Integrated Graphics 260 W internal power supply unit (PSU), 85% Efficient, 80 Plus Bronze System Power Cord (Philippine/TH/US) DVD+/-RW Bezel 8x DVD+/-RW 9.5mm Slimline Optical Disk Drive CMS Essentials DVD no Media No Media Card Reader Chassis Intrusion Switch No Additional Add In Cards No Additional Video Ports SupportAssist Dell(TM) Digital Delivery Cirrus Client	210-BCRJ 338-CCYP 619-AQMP 658-BCSB 370-AGFS 400-BEUX 412-AAQT 773-BBBC 490-BBFG 329-BGMK 450-AAOJ 325-BDSH 429-ABFH 658-BBTV 379-BBHM 461-AAIY 382-BBHX 492-BCKH 525-BBCL 640-BBLW	\$1,462.41	13	\$19,011.33

Line #	Description	Product #	Unit Price	Qty	Ext. Price
	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR			
	Waves Maxx Audio	658-BBRB			
	Dell SupportAssist OS Recovery Tool	658-BEOK			
	Dell Optimizer	658-BEQP			
	Windows PKID Label	658-BFDQ			
	SW Driver, Intel Rapid Storage Technology, OptiPlex 5000	658-BFJT			
	ENERGY STAR Qualified	387-BBLW			
	Dell Watchdog Timer	379-BESJ			
	Quick Start Guide	340-CYET			
	Print on Demand Label	389-BDQH			
	Trusted Platform Module (Discrete TPM Enabled)	329-BBJL			
	Shipping Material	340-CQYR			
	Shipping Label	389-BBUU			
	Regulatory Label for OptiPlex 5000 SFF 260W/300W	389-ECPJ			
	No Hard Drive Bracket, Dell OptiPlex	575-BBKX			
	Intel Core i7 vPro Essentials Processor Label	340-CYUP			
	Desktop BTS/BTP Shipment	800-BBIP			
	Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG			
	Mouse included with Keyboard	570-AADI			
	No Cover Selected	325-BCZQ			
	Fixed Hardware Configuration	998-FOZJ			
	Internal Speaker	520-AARD			
	EPEAT 2018 Registered (Silver)	379-BDTO			
	Intel vPro Essentials	631-ADES			
	Dell Limited Hardware Warranty Plus Service	804-9043			
	ProSupport: 7x24 Technical Support, 5 Years	804-9052			
	ProSupport: Next Business Day Onsite 5 Years	804-9072			
	Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449			
3	Dell Latitude 5530 BTX Base	210-BDJK	\$2,356.30	4	\$9,425.20
	Estimated delivery if purchased today: Jan. 31, 2023				
	12th Generation Intel Core i7-1265U vPro, 12 MB cache, 10 cores, up to 4.80 GHz	379-BETU			
	Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP			
	No Microsoft Office License Included	658-BCSB			
	Assembly Base	338-CDKI			
	i7-1265U vPro, Intel Iris Xe Graphics, Thunderbolt	338-CDMZ			
	Intel vPro Technology Enabled	631-ADFJ			
	16GB, 2x8GB, DDR4 Non-ECC	370-AFVQ			
	M.2 512GB PCIe NVMe Class 35 Solid State Drive	400-BNKV			
	15.6" FHD (1920x1080) Anti Glare, Touch, 250 nits, FHD IR Camera+Intelligent Privacy, WLAN	391-BGMO			
	English US backlit keyboard with numeric keypad, 99-key	583-BHBG			
	Wireless Intel AX211 WLAN Driver	555-BHKF			
	Intel Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth	555-BHHU			
	58WHR, 4 Cell Battery Express Charge Capable	451-BCWY			

Line #	Description	Product #	Unit Price	Qty	Ext. Price
	65W Type-C Adapter	492-BDGC			
	Single Pointing, Smart Card Reader, Finger Print Reader, Thunderbolt 4	346-BHSX			
	E4 Power Cord 1M for US	537-BBDO			
	[APCC;BCC;CCC;DAO;EMEA;ICC] Quick setup guide for world wide	340-CYGF			
	ENERGY STAR Qualified	387-BBPW			
	Fixed Hardware Configuration	998-FNQL			
	SupportAssist	525-BBCL			
	Dell(TM) Digital Delivery Cirrus Client	640-BBLW			
	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR			
	Waves Maxx Audio	658-BBRB			
	Dell Power Manager	658-BDVK			
	Dell SupportAssist OS Recovery Tool	658-BEOK			
	Dell Optimizer	658-BEQP			
	Windows PKID Label	658-BFDQ			
	Packaging BTS 65W Adapter + ADL CPU	340-CYVL			
	Intel Core i7 vPro Enterprise Label	340-CYNX			
	POD Label	389-EDJB			
	FHD/IR Camera with ExpressSign-In + Intelligent Privacy, Temporal Noise Reduction, Camera Shutter, Mic	319-BBIC			
	EPEAT 2018 Registered (Gold)	379-BDZB			
	Bottom door ADL UMA-U15W L10 TGL UMA L10	321-BHKD			
	Dell Limited Hardware Warranty Extended Year(s)	975-3461			
	Dell Limited Hardware Warranty	997-8317			
	ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366			
	Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367			
	ProSupport Plus: Keep Your Hard Drive, 5 Years	997-8392			
	ProSupport Plus: Next Business Day Onsite, 4 Year Extended	997-8393			
	ProSupport Plus: Accidental Damage Service, 5 Years	997-8394			
	ProSupport Plus: 7x24 Technical Support, 5 Years	997-8395			
4	Dell Latitude 7420 XCTO	210-AYBC	\$2,635.09	12	\$31,621.08
	Estimated delivery if purchased today: Feb. 09, 2023				
	11th Generation Intel Core i7-1185G7 (4 Core, 12M cache, base 3.0GHz, up to 4.8GHz, vPro)	379-BEGS			
	i7-1185G7 vPro, Intel Iris Xe Graphics, 16GB Memory, 2-in-1	338-CBZU			
	ME Disable Manageability	631-ACTM			
	16GB, Non-ECC, Integrated	370-AFMH			
	2-in-1 14.0"FHD(1920x1080) AR+AS, SLP, Touch, WVA, 300nit, FHD IR Cam ALS, Mic, WLAN, CF, Pen Support	391-BFRH			
	English US backlit keyboard, 79-key	583-BHFD			
	Wireless Intel AX201 WLAN Driver	555-BGHO			
	Intel Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.2	555-BFVZ			
	4 Cell 63Whr ExpressChargeTM Capable Battery	451-BCSM			
	Palmrest, Fingerprint Reader, Carbon Fiber, Thunderbolt 4	346-BGZC			
	65W Type-C EPEAT Adapter	492-BCXP			
	E4 Power Cord 1M for US	537-BBBL			

Line #	Description	Product #	Unit Price	Qty	Ext. Price
	Quick Reference Guide for 2-in-1	340-CUEI			
	Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP			
	ENERGY STAR Qualified	387-BBLW			
	Custom Configuration	817-BBBB			
	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR			
	Dell(TM) Digital Delivery Cirrus Client	640-BBLW			
	SupportAssist	525-BBCL			
	Dell Power Manager	658-BDVK			
	Waves Maxx Audio	658-BBRB			
	Dell SupportAssist OS Recovery Tool	658-BEOK			
	Dell Optimizer	658-BEQP			
	Windows PKID Label	658-BFDQ			
	Intel 11th Gen EVO label, I7 Non-vPro	389-DXSJ			
	No Microsoft Office License Included	658-BCSB			
	1TB M.2 PCIe NVMe Class 40 Solid State Drive	400-BNKS			
	EPEAT 2018 Registered (Gold)	379-BDZB			
	Dell Limited Hardware Warranty Plus Service	804-2167			
	ProSupport: Next Business Day Onsite, 5 Years	804-2179			
	ProSupport: 7x24 Technical Support, 5 Years	804-2180			
	Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449			
	Mix Model Ship, 65W, 2 n 1	340-CUSP			
	State of Florida DMS WSCA Participating Addendum Contract (#43211500-WSCA-15-ACS)	WSCA			

Recurring :

Your investment in addition to the Grand Total:

\$0.00 Billed Monthly
\$0.00 Billed Quarterly
\$0.00 Billed Annually



www.vTECHio.com

Totals :

Subtotal	\$61,196.17
Tax	\$0.00
Shipping	\$0.00
Grand Total	\$61,196.17

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice.***A 3.5% convenience fee will be charged for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.

ATTACHMENT #4

INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

Page 1 of 2

SOLD-TO PARTY 10930931

CITY OF MOUNT DORA - PUBLIC SAFETY
510 N BAKER ST
MOUNT DORA FL 32757-5521

SHIP-TO

CITY OF MOUNT DORA - PUBLIC SAFETY
510 N BAKER ST
MOUNT DORA FL 32757-5521

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery: : FOB DESTINATION
Currency : USD

Estimated delivery if purchased today: Feb. 12, 2023
Pricing Expires March 8, 2023

Quotation

Quotation Number : [0225933899](#)
Document Date : 07-FEB-2023
PO Number : DELL THUNDERBOLT 4 DOCK- WD22TB4
PO release: :
Sales Rep : Ricardo Pryor
Email : RICARDO.PRYOR@INSIGHT.COM
Telephone : +14804096992
Sales Rep 2 : Janis McCoy
Email : JANIS.MCCOY@INSIGHT.COM
Telephone : +18136377048

Material	Material Description	Quantity	Unit Price	Extended Price
210-BDQH-CDPS	Dell WD22TB4 - docking station - Thunderbolt - HDMI, DP, Thunderbolt - GigE OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	4	327.34	1,309.36
Product Subtotal				1,309.36
TAX				0.00
Total				1,309.36

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ricardo Pryor
+14804096992
RICARDO.PRYOR@INSIGHT.COM
Fax 4807607266

Janis McCoy
+18136377048
JANIS.MCCOY@INSIGHT.COM
Fax +18136377093

OMNIA Partners (formerly U.S. Communities) IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the OMNIA Partners Technology Products, Services & Solutions Contract.

This competitively solicited contract is available to participating agencies of OMNIA Partners. OMNIA Partners assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities). Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>

SOLD-TO PARTY 10930931

CITY OF MOUNT DORA - PUBLIC SAFETY
510 N BAKER ST
MOUNT DORA FL 32757-5521

SHIP-TO

CITY OF MOUNT DORA - PUBLIC SAFETY
510 N BAKER ST
MOUNT DORA FL 32757-5521

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery: : FOB DESTINATION
Currency : USD

Estimated delivery if purchased today: Feb. 22, 2023
Price Expires - march 8, 2023.

Quotation

Quotation Number : [0225933821](#)
Document Date : 07-FEB-2023
PO Number : OPTIPLEX 500 SFF
PO release: :
Sales Rep : Ricardo Pryor
Email : RICARDO.PRYOR@INSIGHT.COM
Telephone : +14804096992
Sales Rep 2 : Janis McCoy
Email : JANIS.MCCOY@INSIGHT.COM
Telephone : +18136377048

Material	Material Description	Quantity	Unit Price	Extended Price
3000143520529	CITY OF MOUNT DORA - DELL OPTIPLEX 5000 SMALL FORM FACTOR OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	13	1,365.03	17,745.39
Product Subtotal				17,745.39
TAX				0.00
Total				17,745.39

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

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SOLD-TO PARTY 10930931

CITY OF MOUNT DORA - PUBLIC SAFETY
510 N BAKER ST
MOUNT DORA FL 32757-5521

SHIP-TO

CITY OF MOUNT DORA - PUBLIC SAFETY
510 N BAKER ST
MOUNT DORA FL 32757-5521

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery: : FOB DESTINATION
Currency : USD

Quotation

Quotation Number : [0225939937](#)
Document Date : 08-FEB-2023
PO Number : DELL LATITUDE 7430 BTX
PO release: :
Sales Rep : Ricardo Pryor
Email : RICARDO.PRYOR@INSIGHT.COM
Telephone : +14804096992
Sales Rep 2 : Janis McCoy
Email : JANIS.MCCOY@INSIGHT.COM
Telephone : +18136377048

Material	Material Description	Quantity	Unit Price	Extended Price
3000143520531	CITY OF MOUNT DORA - DELL LATITUDE 7430 OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	16	2,538.85	40,621.60
Product Subtotal				40,621.60
TAX				0.00
Total				40,621.60

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

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<https://www.insight.com/terms-and-policies>



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

DATE: March 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of Amendment 3 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, 2023. This request is to renew the agreement beginning on April 22, 2023 and expiring on April 21, 2024. 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. on July 21, 2015, and the contract was recently extended through August 11, 2024. 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 extension of the piggyback agreement with Precision Contracting Services, Inc. for Fiber Optics Construction, Rehab, Maintenance and Emergency Repairs for an additional year.

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 3 to Piggyback Agreement between the City of Mount Dora and Precision Contracting Services, Inc (Reso No 2021-24)

Prepared by: Jim Faulkner, Director of Information Technology
Reviewed by: Jim Faulkner, Director of Information Technology
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 3/1/2023
Approved - 3/13/2023
Approved - 3/15/2023
Approved - 3/15/2023
Final Approval - 3/15/2023



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.

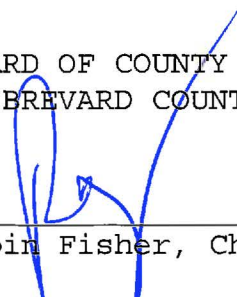
The Contractor shall submit invoices for construction and rehabilitation work to the address indicated on the Notice to Proceed.

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.

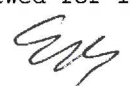
BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Robin Fisher, Chairman

Approved by the Board on September 16, 2014

Reviewed for legal form and content:



Deputy County Attorney

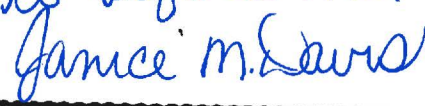
ATTEST:

PRECISION CONTRACTING SERVICES, INC.





Cindy S. Boyd, President

Subscribed and sworn to before me this
7th day of July, 2015. 

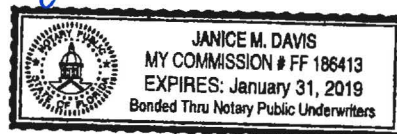


Exhibit A

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

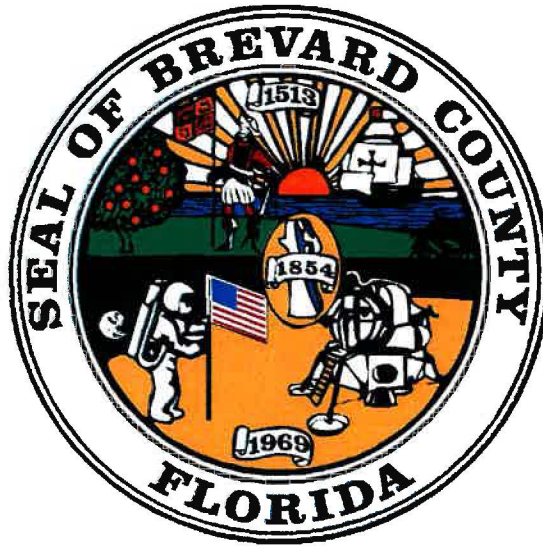
through system expansions, routine maintenance, or equipment updates. The County's Traffic Operations program has chosen to align with the FDOT and follow their endorsement of the ITS Facility Management (ITSFM) system application.

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

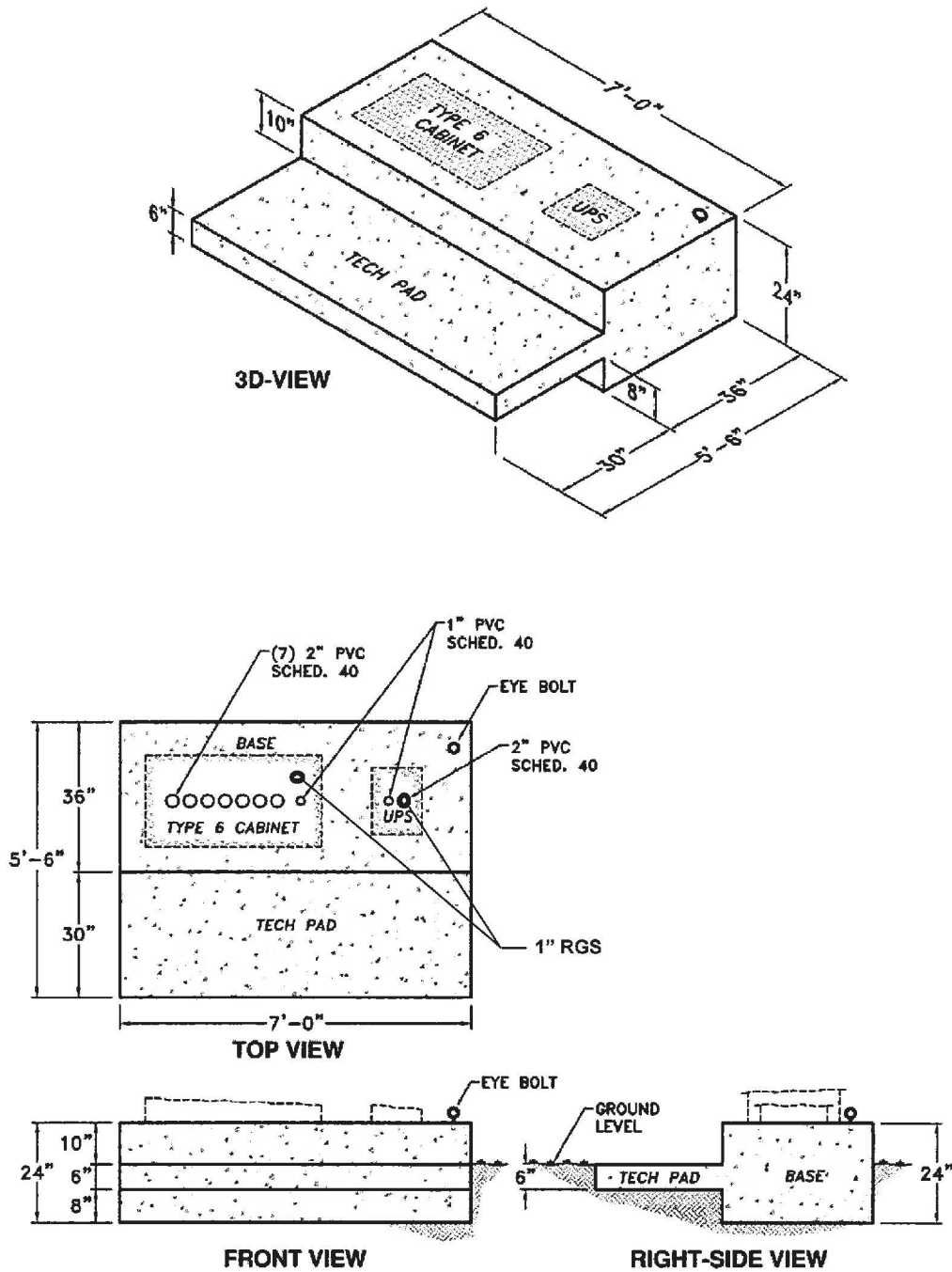
- 5.1. The UPS shall be an Alpha FL08 UPS FXM1100 with 220 GXL Batteries for 8.5 hours run time at 450W (Batteries with a battery balancer which provides a 5 year warranty).
- 5.2. The Alpha Outdoor Enclosure Type 6 shall be a stand-alone base mount style only.

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 PHOTOCELL 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

Exhibit B

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

Exhibit B

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

Exhibit B

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

Exhibit B

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

Exhibit B

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

Exhibit B

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 # 407.743.9737 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:

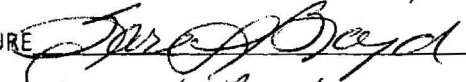
Add. No. 1 Dated 4-8-15 / Add. No. _____ Dated _____

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.

ATTACHMENT #2

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.

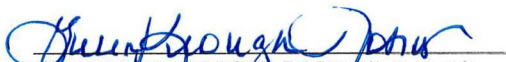
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the 6th day of April, 2021.

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

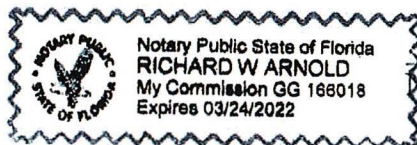
By: Cindy Boyd
Print: Cindy Boyd
Title: President

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.

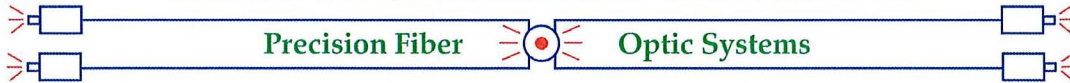
(stamp)



[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 3 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 CONTRACTOR for the provision of Fiber Optics Construction, Rehab, Maintenance and Emergency Repairs, based on an Agreement that had been competitively negotiated by Brevard County, 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 No. B-4-15-65; and

WHEREAS, on April 6, 2021, the parties executed the First Amendment to the Piggyback Agreement and on March 15, 2022, the parties executed Amendment 2 to the Piggyback Agreement; 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 21, 2024. There are no further extensions permitted under the Piggyback Agreement.
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 _____, 2023.

CITY OF MOUNT DORA

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
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: _____

Title: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of RICK ARNOLD, as VP, of PRECISION CONTRACTING, 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/did not take an oath this 8th day of MARCH, 2023.

(stamp)

NOTARY PUBLIC, State of Florida





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

DATE: March 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request acceptance of the Lenco Bearcat, VIN# 1FDAFSF9FEB46273, Stock #5301 and Florida Title Number 124963817, from the Mount Dora Heroes Foundation, LLC, with the restriction that the same will not be transferred from the ownership of the City for a period of five (5) years from the date of this acceptance, and authorization for the City Manager to execute any and all necessary documentation to effectuate the transfer of the vehicle to the ownership of the City of Mount Dora

Introduction:

This is a request for City Council to accept the transfer of the Bearcat vehicle from the Mount Dora Heroes Foundation, LLC.

Discussion:

In 2016, the Mount Dora Heroes Foundation, LLC ("MDHF") acquired a Lenco Bearcat vehicle (VIN 1FDAFSF9FEB46273, Stock #5301 and Florida Title Number 124963817) ("Bearcat"), and entered into a five-year lease with the City of Mount Dora for the Bearcat. MDHF has contacted the City indicating its desire to transfer ownership of the Bearcat to the City of Mount Dora with the restriction that the City shall not sell or transfer Title of the Bearcat for a period of five (5) years. (See "Attachment #1".) Accordingly, City staff requests acceptance of transfer of ownership of the Lenco Bearcat vehicle (VIN 1FDAFSF9FEB46273, Stock #5301 and Florida Title Number 124963817) from the Mount Dora Heroes Foundation, LLC, with the restriction that the same will not be transferred from the ownership of the City for a period of five (5) years from the date of this acceptance, and authorization for the City Manager to execute any and all necessary documentation to effectuate the transfer of the vehicle to the ownership of the City of Mount Dora.

Budget Impact:

N/A

Strategic Impact:

Goal 3: Public Safety

Recommendation:

City Council approve acceptance of the Lenco Bearcat, VIN# 1FDAFSF9FEB46273, Stock #5301 and Florida Title Number 124963817, from the Mount Dora Heroes Foundation, LLC, with the restriction that the same will not be transferred from the ownership of the City for a period of five (5) years from the date of this acceptance, and authorization for the City Manager to execute any and all necessary documentation to effectuate the transfer of the vehicle to the ownership of the City of Mount Dora.

Attachment(s):

1. Attachment #1 - 2023-02-21 ltr from Mount Dora Heroes Foundation re Bearcat

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Aneta Barton, Budget Director

Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 3/13/2023

Approved - 3/15/2023

Approved - 3/15/2023

Final Approval - 3/15/2023

The Mount Dora Heroes Foundation

699 East Fifth Avenue, Mount Dora, Florida 32757

February 21, 2023

Patrick Comiskey
City Manager
City of Mount Dora
Baker Street
Mount Dora, FL 32757

Re: Mount Dora Heroes Foundation gift to the City of Mount Dora: Lenco Bearcat with VIN# 1FDAFSF9FEB46273, Stock #5301 and Florida Title Number 124963817.

Dear Sir,

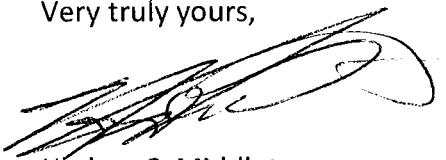
Pursuant to our conversation, please find by this letter the offer of a gift of Title and Possession to the City of Mount Dora, for the above described Lenco Bearcat. Upon acceptance by the City the Title will be delivered to you with a check payable to the Lake County Tax Collector for the transfer fee. There are no taxes involved as the Mount Dora Heroes Foundation, LLC is both Federally and State (Florida) tax exempt and the City is a governmental entity as well as this is without consideration and is a gift. This gift is restricted as follows:

The City of Mount Dora shall not sell or transfer Title of the above referenced Bearcat for a period of Five (5) years. The City's acceptance of this gift should acknowledge the restriction of sale.

The City of Mount Dora has possession of the vehicle per a Rental Agreement and as such currently has it insured.

The Mount Dora Heroes Foundation, Inc.'s Board of Directors feel the Foundation has run its course and are dissolving the Mount Dora Heroes Foundation which allows the opportunity of gifting the Bearcat to the City of Mount Dora. The Board is looking forward to your acceptance and the transfer of said vehicle.

Very truly yours,



Harlow C. Middleton,
Assisting Attorney
Mount Dora Heroes Foundation, LLC



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

DATE: March 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of Amendment 1 to the Construction Manager At-Risk agreement with Faden Builders, Inc., to include grant funding language

Introduction:

This is a request for City Council to approve Amendment 1 to Construction Manager At-Risk agreement with Faden Builders, Inc. to include grant funding language.

Discussion:

On April 7, 2020, City Council adopted Resolution No. 2020-24, approving the Construction Manager At-Risk (CMAR) agreement with Faden Builders, Inc. Project Management and Parks staff utilized the CMAR agreement with Faden Builders for the Palm Island Kayak and Canoe Launch project, which utilizes grant funding awarded by the Florida Department of Environmental Protection (FDEP) Recreational Trails Program (RTP). This request is to amend the agreement with Faden to include mandatory grant verbiage that was not previously included. Amending the agreement with Faden will allow the City to move forward with commencement of the grant and construction of the kayak launch and washing station.

Budget Impact:

No budget impact.

Strategic Impact:

Goal 2: Infrastructure/Public Safety

Goal 3: Fiscal Resources/Human Resources

Recommendation:

City Council approve Amendment 1 to the Construction Manager At-Risk agreement with Faden Builders, Inc. to include grant funding.

Attachment(s):

1. Amendment 1.Faden Builders.Citywide.SGS TF

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Troy Shonk, Parks & Recreation Director
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 3/13/2023

Approved - 3/14/2023

Approved - 3/15/2023

Approved - 3/15/2023

Final Approval - 3/15/2023

**AMENDMENT 1 TO THE AGREEMENT BETWEEN
THE CITY OF MOUNT DORA AND FADEN BUILDERS, 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 the “CITY” and Faden Builders, Inc., 1194 Camp Avenue, Mount Dora, Florida 32757, hereinafter referred to as the “CONSTRUCTION MANAGER”.

WITNESSETH:

WHEREAS, on April 7, 2020, the CITY approved the Agreement with the CONSTRUCTION MANAGER to provide construction manager at risk services for Citywide projects which are less than Two Million Dollars, pursuant to the City’s Purchasing Policy and RFQ-19-GS-018; and

WHEREAS, the parties have determined that it is in their best interest to amend the Agreement to update and include the necessary information as required and as set forth herein.

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 the CONSTRUCTION MANAGER is amended as follows:

1. Article 18, Miscellaneous, of the Agreement is hereby amended to include the following:

18.18 Required Funding Provisions:

The terms, conditions and provisions attached hereto as **Composite Exhibit “F”** are hereby incorporated herein by this reference. To the extent mandated by Federal or State funding requirements, and to the extent any such terms and conditions set forth in **Composite Exhibit “F”** are inconsistent with the terms and conditions of this Agreement, the terms and conditions of **Composite Exhibit “F”** shall prevail.

Composite Exhibit “F” includes:

- Attachment 8, Contract Provisions for Department of Transportation (DOT) Funded Agreements
- Attachment 9, Form FHWA - 1273, Required Contract Provisions Federal-Aid Construction Contracts
- Appendices A and E
- 49 CFR 26.13 – What assurances must recipients and contractors make?
- Federal Highway Administration Contractors & Recipients General Terms and Conditions for Assistance Awards

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 ____ day of _____, 2023.

CITY OF MOUNT DORA

CRISSY STILE
MAYOR

ATTEST:

Jeanann Hand, 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

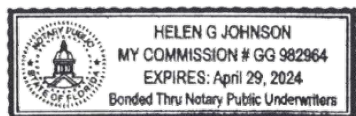
FADEN BUILDERS, INC.

By: DocuSigned by:
Todd M. Faden
 EA608BA3BC674ED...
 Print: Todd M. Faden
 Title: President

STATE OF FLORIDA**COUNTY OF** Lake

The foregoing instrument was acknowledged before me by means of [] physical presence or [x] online notarization of Todd M. Faden, as President, of Faden Builders, 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 as identification, and who did/did not take an oath this 15th day of March, 2023.

(stamp)



Jahby
 NOTARY PUBLIC, State of Florida

Composite Exhibit "F"

ATTACHMENT 8**Contract Provisions for Department of Transportation (DOT) Funded Agreements**

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS**1. Administrative, Contractual, and Legal Remedies**

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. 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. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which

Attachment 8

1 of 5

Rev. 9/9/2020

an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic

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must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

ADMINISTRATIVE

12. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence*.

13. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

14. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

15. Whistleblower Protection

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Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

16. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

17. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

18. Assurances

Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TRANSPORTATION-SPECIFIC

19. DOT Regulations

Recipients shall comply with the following regulations: 2 CFR 1200-1201, 23 CFR 200, 49 CFR 17, 49 CFR 20-21, 49 CFR 25-28.

20. Retention and Access Requirements for Records

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Pursuant to 49 CFR §18.37(a)(3), for cost reimbursement subgrants of any tier, Recipients and subrecipients shall comply with the record retention and access requirements of 49 CFR §18.42.

21. Energy Efficiency Policies

Recipients must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

22. Drug-Free Workplace

The Department must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 49 CFR 32. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

23. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act

As applicable, Recipient shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

24. Payments to Subcontractors

The Recipient must pay all subcontractors within 30 days of receipt of payment in accordance with 49 CFR 26.29. If retainage is withheld, the Department may make prompt and regular incremental acceptances of portions of the Agreement and pay retainage to Recipients based on these acceptances. Further, the Recipient must pay all retainage owed to the subcontractors for satisfactory completion of the accepted work within 30 days after your payment to the Recipient.

25. Additional Assurances

Consistent with 49 CFR 26.13(a) and (b), neither the Department nor the Recipient or any sub-recipient or subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Recipient shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Recipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- A. Withholding monthly progress payments;
- B. Assessing sanctions;
- C. Liquidated damages; and/or
- D. Disqualifying the contractor from future bidding as non-responsible.

FEDERAL HIGHWAY ADMINISTRATION-SPECIFIC

26. Federal Highway Administration (FHWA) Contractors & Recipients General Terms and Conditions for Assistance Awards

Recipients shall comply with FHWA Contractors & Recipients General Terms and Conditions for Assistance Awards available at https://www.fhwa.dot.gov/cfo/contractor_recip/gtandc_generaltermsconditions.cfm, and incorporated by reference.

27. Contract Provisions

If the Project meets the definition of a "Federal Aid Construction Project," Form FHWA-1273 Required Contract Provisions, available at <https://www.fhwa.dot.gov/construction/cqit/form1273.cfm> and incorporated by reference, must be physically incorporated into each contract and subcontract.

RECREATIONAL TRAILS PROGRAM-SPECIFIC

28. Recreational Trails Program Guidance

Recipients shall comply with the applicable requirements of Recreational Trails Program Guidance available at https://www.fhwa.dot.gov/environment/recreational_trails/guidance/index.cfm, and incorporated by reference.

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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.

EXHIBIT F

APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the

Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT G

49 CFR 26.13 - What assurances must recipients and contractors make?

- [eCFR](#)
- [Authorities \(U.S. Code\)](#)
- [What Cites Me](#)

[prev](#) | [next](#)

§ 26.13 What assurances must recipients and contractors make?

(a) Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

(b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: The contractor, sub recipient 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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

[79 FR 59593, Oct. 2, 2014]

Exhibit H

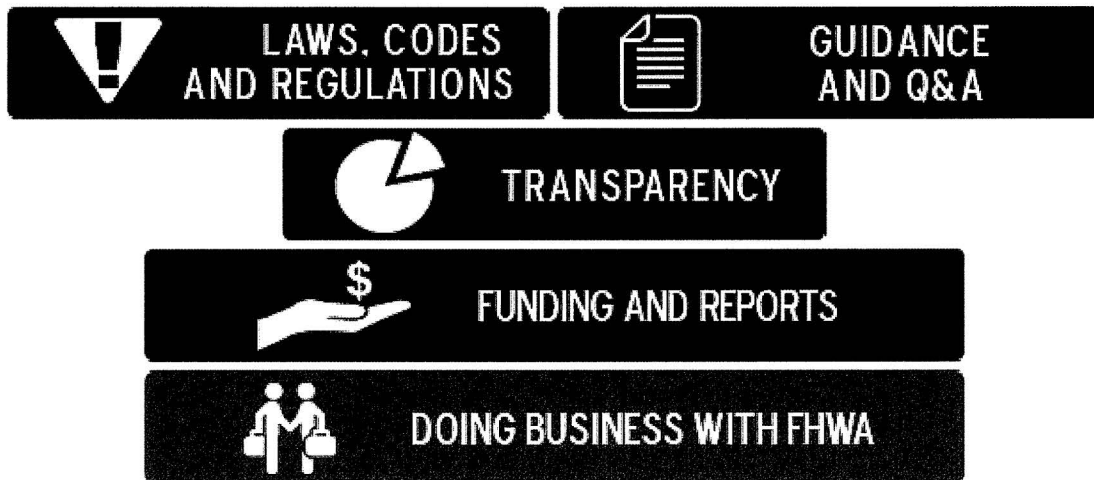
U.S. Department of Transportation

Federal Highway Administration

1200 New Jersey Avenue, SE

Washington, DC 20590

202-366-4000

DOING BUSINESS WITH FHWA**Contractors & Recipients General Terms and Conditions for Assistance Awards**

Effective Date: March 6, 2015

(for awards effective after June 22, 2015)

DEFINITIONS

AO	Agreement Officer
AS	Agreement Specialist
AOR	Agreement Officer's Representative
Agreement	Grant Agreement or Cooperative Agreement
CFR	Code of Federal Regulation
FAR	Federal Acquisition Regulation
FHWA	The Federal Highway Administration
OMB	Office of Management and Budget

1. GOVERNING REGULATIONS

Performance under this Agreement will be governed by and in compliance with the following regulations:

2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

2 CFR Part 200 will be applicable to all non-federal entities as a default position, and that any determination not to apply 2 CFR Part 200 subparts A through E to for-profit entities, foreign public entities, or foreign organizations will be made in writing and identify the basis for that determination.

Cost Principles For-profit Organizations: 48 CFR 31 (Federal Acquisition Regulations) Subpart 31.2

2. SECTION 508 OF THE REHABILITATION ACT OF 1973

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended, do not apply to assistance agreements, the FHWA is subject to the Act's requirements that all documents posted on an FHWA or FHWA-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this Agreement and submitted in electronic format must be submitted in a format whereby FHWA can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended.

NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.

Accessibility Requirements: Section 508 of the Rehabilitation Act of 1973

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act (<http://www.access-board.gov/508/508standards.htm>) - PART 1194 and the Federal IT Accessibility Initiative Home Page (<http://section508.gov>) for detailed information.

The following paragraphs summarize the requirements for preparing FHWA reports in conformance with Section 508 for eventual posting by FHWA to an FHWA-sponsored website.

a. *Electronic documents with images*

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that

convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. *Electronic documents with complex charts or data tables*

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. *Electronic documents with forms*

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

Draft documents developed under this Agreement will be delivered as electronic files compatible with Microsoft Word 2000, or verified to be error free when read using Microsoft Word 2000 and Adobe PDF formats. Any other electronic format will receive prior approval from the AOR. With prior approval of the AOR, artwork or graphics not embedded in the electronic (MS Word) document may be submitted in camera ready format. Deliverables must follow the Turner Fairbanks Highway Research Center (TFHRC) **Communications Reference Guide** (<https://www.fhwa.dot.gov/publications/research/general/03074/index.cfm>) unless otherwise indicate in this scope of work.

The final deliverables under this Agreement must comply with Section 508 of the Rehabilitation Act and the Access Board Standards available online at: <http://www.section508.gov/>. Unless otherwise indicated, the Recipient represents by signature on this Agreement that all deliverables will comply with the Access Board Standards. Final documents will be delivered in Microsoft Word 2000, PDF, and HTML formats. These documents will be prepared in electronic GPO-required format and will meet the Section 508 requirements to allow them to be posted and viewed on the Internet. Files should be organized so that they are readable without requiring an associated style sheet. The html versions will include a text equivalent description (e.g., via "alt", "longdesc", or in element content) for every non-text (e.g., graph, table, photo, diagram, etc.) element in the document. The best location for information on regulations for 36 CFR 1194, which implements Section 508 of the Rehabilitation Act of 1973, as amended, is at <http://www.access-board.gov/sec508/guide/index.htm>.

If the information center website existed before the effective date of this Agreement, information presented prior to the date of execution of this Agreement does not need to be modified to comply with Federal accessibility requirements. However, if a web page is modified or updated during this Agreement's period of performance, the modified or updated page must be presented in accessible format.

3. RESPONSIBILITIES OF THE RECIPIENT

The Recipient will provide overall program management. Specifically, the Recipient will be responsible for the following, as a minimum:

- Meeting with the AOR as necessary.
- Participating in a kick-off meeting with the AO and/or the AOR to discuss agreement expectations and procedures.
- Participating in meetings via teleconference or web conference with the AOR.
- Performing the Statement of Work as described in Section I, Funding Opportunity Description.
- Coordinating and managing work, including issuing and managing subcontracts/sub awards and consulting arrangements, as necessary.
- Submitting all required reports including Quarterly Progress Reports. (See Part B of this Section, entitled Reporting.)
- During the period of performance, the FHWA and the Recipient will meet periodically, at a minimum annually, to discuss project activities. The location of the meeting will be established by the AOR. Note: for application process, assume the meeting will be in Washington, DC and will last 1 full day.

4. NON-DOMESTIC TRAVEL

All non-domestic travel must be approved in writing by the AO prior to incurring costs. Travel requirements under this Agreement will be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment vouchers must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers.

5. AMENDMENTS

This Agreement and any amendments executed by the AO constitute the entire agreement between the parties. Discussions and understandings concerning such scope and subject matter are superseded by this Agreement and any executed amendments. All changes to the terms and conditions of this Agreement will be in writing, issued as an Amendment and signed by the AO pursuant to 2 CRF 200.308.

- a. *Unilateral.* A unilateral amendment is signed only by the AO. Unilateral amendments are used, for example, to make administrative changes; i.e. funding, accounting data changes, change in Government personnel.
- b. *Bilateral.* A bilateral amendment is a change that is signed by the Recipient and the AO. Bilateral amendments are used to reflect other agreements of the parties amending the terms of the Agreement.

6. AGREEMENT OFFICER'S REPRESENTATIVE (AOR)

The AO may designate an AOR to assist in monitoring the work under this Agreement. The AOR will oversee the technical administration of this Agreement and act as technical liaison with the performing organization. The AOR is not authorized to change the scope of work or specifications as stated in the Agreement, to make any commitments or otherwise obligate the FHWA or authorize any changes which affect the Agreement funding, delivery schedule, period of performance or other terms or conditions.

The AO is the only individual who can legally commit or obligate the FHWA for the expenditure of public funds. The technical administration of this Agreement will not be construed to authorize the revision of the terms and conditions of performance. The AO will authorize any such revision in writing.

7. PAYMENT

The Recipient may request advances or reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions not-to exceed the funds currently available as stated herein. Requests should be made no more frequently than monthly and must include the certification as required by 2 CFR 200.415.

Payments by Reimbursement

Requests for payments by reimbursement will be submitted to the payment office via DELPHI eInvoicing System. When requesting reimbursement of costs incurred and credit for cost share incurred, the Recipient will submit supporting cost detail electronically with the SF 270, Request for Advance or Reimbursement or, if construction, the SF 271, Outlay Report and Request for Reimbursement for Construction to clearly document all costs incurred. Cost detail includes a detailed breakout of all costs incurred including direct labor, indirect costs, other direct costs, travel, etc. Identify the Federal share and the Recipient's cost share portions as applicable. The cost detail should show all the project costs for the period covered by the reimbursement request, and also show all the cumulative-to-date costs.

The AO or Agreement Specialist reserve the right to withhold processing requests for reimbursement until sufficient detail is received. In addition, reimbursement will not be made without AOR review and approval to ensure that progress on the Agreement is sufficient to substantiate payment. After AOR approval, the AO will certify and forward the request for reimbursement to the payment office via DELPHI eInvoicing System.

Advance Payments

Recipients may be paid in advance, provided they maintain or demonstrate the willingness to maintain the following in accordance with 2 CFR 200.305 as applicable: (1) written procedures that minimize the time elapsing between the transfer of funds and disbursement by the Recipient, and (2) financial management systems that meet the standards for fund control and accountability. When these items are not met, reimbursement will be the method for payment.

DELPHI eInvoicing System Registration and Information

The Recipient must have Internet access to register and use the DELPHI eInvoicing System. Prompt registration for DELPHI eInvoicing System is important in order to reduce the possibility of delayed payments.

All persons accessing the DELPHI eInvoicing System will be required to have their own unique user ID and password. It is not possible to have a generic ID and password for a Recipient.

To register for DELPHI eInvoicing System, Recipients must eAuthenticate and activate an account by contacting their AO and providing the full name, title, phone number and e-mail address for the appropriate point(s) of contact (POC) who will submit payment requests. Within two weeks the POC should receive an invite to sign up for the system. The POC will also receive a form to verify their identity. The POC must complete the form, and present it to a Notary Public for verification. The POC will return the notarized form to:

DOT Enterprise Service Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

When the form is received and validated, the Recipient POC will receive a unique user ID and password via e-mail. POCs should contact their AO with any changes to their system information.

Applicants registered with other DOT Agencies, such as Federal Aviation Administration or Federal Railroad Administration, must also apply for access with FHWA in order to request payment from FHWA.

To facilitate your use of the DELPHI eInvoicing system, comprehensive user's information is available at <http://www.dot.gov/policy-initiatives/delphi-einvoicing-system-training-materials>.

Account Management

The Applicant should contact their AO when POCs have left their organization or are no longer will be submitting invoices, with the full name, title, phone number, e-mail address, and user ID of the POC. The user ID will then be removed. If a user ID becomes inactive/times out due to no activity, the Recipient should contact their AO with the full name, title, phone number, e-mail address, and user ID of the POC to be reactivated. To prevent being timed out due to no-activity, users should login once within 45 days of their last login.

Waivers

The Department of Transportation Financial Management officials may, on a case by case basis, waive the requirement to register and use the DELPHI eInvoicing System. Waiver request forms can be obtained on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. Applicants must explain why they are unable to use or access the Internet to register and enter payment requests.

All waiver requests should be sent to via mail to:

Director of the Office of Financial Management
US Department of Transportation, B-30
Office of Financial Management, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or electronically to: DOTElectronicInvoicing@dot.gov

The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.

If a Recipient is granted a Waiver, Requests for advance or reimbursement and required supporting documents, should be sent via regular U.S. Postal Service to the following address:

Federal Highway Administration
Markview Processing
P.O. Box 268865
Oklahoma City, OK 73126-8865
Attention: Ryan Wisniewski

Requests for advance or reimbursement submitted via an overnight service must use the following physical address:

MMAC
FHWA/AMZ-150
6500 MacArthur Blvd.
Oklahoma City, OK 73169
Attention: Ryan Wisniewski

Express Delivery Point of Contact: Ryan Wisniewski, 405-954-8252

8. FUNDS NOTIFICATION

The Recipient shall notify the AO in writing whenever it has reason to believe that the costs it expects to incur under this Agreement in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the Agreement by the Government. The notice shall state the estimated amount of additional funds required to complete the work under the Agreement.

9. ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER

An acknowledgment of FHWA support and a disclaimer must appear in any publication of any material, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

"This material is based upon work supported by the Federal Highway Administration under Agreement No. - **(fill in award number)**."

All materials must also contain the following:

"Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the Author(s) and do not necessarily reflect the view of the Federal Highway Administration."

10. SITE VISITS

The FHWA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. During a site visit, the Recipient and/or sub-recipient/subcontractor will provide all reasonable facilities and assistance for the safety and convenience of the FHWA representative. All site visits and evaluations will be performed in such a manner as to not unduly delay work.

11. BUDGET REVISION/REALLOCATION OF AMOUNTS (FOR AWARDS OVER THE SIMPLIFIED ACQUISITION THRESHOLD)

The Recipient is required to report deviations from budget and program plans, and request prior approval for budget and program plan revisions in accordance with 2 CFR 200.308 The Recipient must obtain prior written approval from the AO to transfer amounts budgeted for direct cost categories when the cumulative value of such transfers will exceed 10% of the value of Federal share of this Agreement.

12. SYSTEM FOR AWARD MANAGEMENT (SAM)

The Recipient must be registered in the SAM in order to receive payments under this Agreement. Use of the SAM is to provide one location for Applicants and Recipients to change information about their organization and enter information on where government payments should be made. Information for registering in the SAM and online documents can be found at www.sam.gov.

13. PRINTING

The Joint Committee on Printing Regulations Number 26, Section 36 states that Recipients shall not become prime or substantial sources of printing for the use of departments and agencies.

In the performance of this agreement, the Recipient may duplicate less than 5,000 units of only one page or less than 25,000 units in the aggregate of multiple pages. Duplication of quantities in excess of the amounts stated requires prior written approval of the AO. The Recipient must submit such requests in writing or by email to the AO, to include specifics on the deliverable, requested printing quantity, and estimated costs for printing.

14. DRUG FREE WORKPLACE

The Recipient will comply with Subpart B of 49 CFR Part 32, Government wide Requirements for a Drug-Free Workplace (Financial Assistance). See 49 CFR Part 32 for details of the requirement.

15. DEBARMENT AND SUSPENSION REQUIREMENTS

The non-Federal entity must comply with the provisions in 2 CFR Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement) and 2 CFR Part 1200 DOT Non-procurement Suspension and Debarment. These provisions restrict Federal awards, subaward and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal programs or activities.

16. TERMINATION AND SUSPENSION

This Agreement may be terminated or suspended in whole or in part, at any time prior to its expiration date in accordance with 2 CFR 200.339.

The Recipient may appeal or object to a termination or suspension for non-compliance by submitting an appeal in writing to the next level above the AO within 30 days after receipt of the written notification of termination or suspension of this agreement. The Recipient will document the dispute by notifying the Agency in writing of the relevant facts, identify the grounds for objecting or appealing the termination or suspension and specify the remedy sought. The Agency will follow the procedures in the Disputes section when responding to this appeal.

17. FINANCIAL ASSISTANCE POLICY TO BAN TEXT MESSAGING WHILE DRIVING

a. Definitions. As used in this clause-

"Driving" - Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" - means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

b. This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

c. The Applicant should-

- i. Adopt and enforce policies that ban text messaging while driving- (i) Company-owned or -rented vehicles or Government-owned vehicles; or (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- ii. Conduct initiatives in a manner commensurate with the size of the business, such as- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- d. Sub-agreements/sub-contracts. The Applicant shall insert the substance of this clause, including this paragraph (d), in all sub-agreement/subcontracts that exceed the micro-purchase threshold.

18. REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUB-AWARDS (2 CFR Part 170, Appendix A)

I. Reporting Sub-awards and Executive Compensation.

a. *Reporting of first-tier sub-awards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal fund that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. ii. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting Total Compensation of Applicant Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received-
 - A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has

access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <http://www.sam.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Sub-applicant Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier sub-applicant under this award, you will report the names and total compensation of each of the sub-applicant's five most highly compensated executives for the sub-applicant's preceding completed fiscal year, if-

- i. in the sub-applicant's preceding fiscal year, the sub-applicant received-
 - A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>)

2. *Where and when to report.* You must report sub-applicant executive total compensation described in paragraph c.1. of this award term:

- i. To the Applicant.
- ii. By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the sub-applicant by November 30 of that year.

d. *Exemptions* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Sub-awards, and
- ii. The total compensation of the five most highly compensated executives of any sub-applicant.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR Part 25:

- i. A Governmental organization, which is a State, local Government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a sub-applicant under an award or sub-award to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Sub-award*:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the Applicant award to an eligible sub-applicant
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec ___.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A sub-award may be provided through any legal agreement, including an agreement that you or a sub-applicant considers a contract.

4. *Sub-applicant* means an entity that:

- i. Receives a sub-award from you (the Applicant) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the sub-award.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the Applicant's or sub-applicant's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus.*
- ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on

behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

19. OMB PAPERWORK REDUCTION ACT

The Paperwork Reduction Act of 1995 (PRA): Any activities involving information collection (i.e. paper or web-based surveys, questionnaires, etc.) from 10 or more non-Federal entities, OMB Information Collection Clearance, a process that generally takes eight months. The Recipient will coordinate with the AOR on this process.

20. CONFLICT OF INTEREST

If at any time during performance, the Recipient identifies an actual or potential personal or organizational conflict of interest relating to performance of this Agreement, the Recipient must immediately notify the AO in writing. Actual or potential conflicts of interest may include but are not limited to any past, present or planned contractual, financial, or other relationships, obligations commitments or responsibilities, which may bias the Recipient or affect the Recipient's ability to perform the agreement in an impartial and objective manner.

The AO will review the statement and may require additional relevant information from the Recipient. All such information, and any other relevant information known to DOT, will be used to determine whether agreement performance by the Recipient creates an actual or potential conflict of interest. If any such conflict of interest is found to exist, the AO may (a) terminate the Agreement pursuant to the termination term of the Agreement, or (b) determine that it is otherwise in the best interest of the United States to continue the agreement and include appropriate provisions to mitigate or avoid such conflict in the Agreement pursuant to 2 CFR 200.112.

21. ANNUAL PROPERTY REPORT

The Recipient must submit an electronic copy and one hard copy of the SF-428 Tangible Personal Property Report to the AOR and one electronic copy and one hard copy to the Agreement Specialist 60 days prior to the anniversary date of this Agreement.

If no property was furnished or acquired during the Agreement up to the end date of the reporting period, indicate that information in block 8 of the SF-428. If property was furnished or acquired during the Agreement up to the end date of the reporting period, list the property on the SF-428-A and SF-428S forms. Use additional sheets as necessary. Use separate sets of sheets to show Federally-owned property and Recipient-owned property.

22. RESTRICTIONS ON INTERNAL CONFIDENTIALITY AGREEMENTS

The Recipient shall not require employees or subrecipients to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subrecipients from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Page last modified on January 12, 2016



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

DATE: March 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of meeting 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. Attachment #1 03.07.2023 Regular Session Minutes_DRAFT

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Jeanann Hand, City Clerk

Final Approval - 3/13/2023

**CITY OF
MOUNT DORA, FLORIDA
CITY COUNCIL
MINUTES**



**March 7, 2023
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 p.m. in the Mount Dora City Hall Council Chambers.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A Moment of Silence and Pledge of Allegiance to the Flag was led by Councilmember Dawson.

ROLL CALL

Members Present

Councilmember Cataldo
Councilmember Rolfson
Councilmember Dawson
Councilmember Walker
Councilmember Bryant
Vice-mayor Crail
Mayor Stile

Also Present

Patrick C. Comiskey, City Manager
Sherry G. Sutphen, City Attorney
Jeanann Hand, City Clerk

PRESENTATIONS

1. Michael Woods, Lake Sumter MPO
Michael Woods, Executive Director of the Lake-Sumter Municipal Planning Organization, presented a Transportation Update; the accompanying PowerPoint is attached to the minutes as Exhibit A. Council members asked questions regarding priority projects, and Mr. Woods informed regarding budgeting for them.
2. Mount Dora Fun Fact
In honor of Women's History Month, Mayor Stile share information on Margaret Lewis, a key figure in the founding of the Mount Dora Library.

PUBLIC COMMENTS

Mayor Stile opened public comment.

Susie Segel, 930 West Eleventh Avenue, spoke about traffic and speeding on West Eleventh Avenue in the area of Heim Road. She asked for more police attention.

Andy Dunstan, 970 Fairview Avenue, spoke about traffic on Old Highway 441, especially regarding noise from loud cars and motorcycles.

Dennis Becker, 840 Fairview Avenue, asked about placing traffic calming devices in the area mentioned by Mr. Dunstan. Mr. Becker also spoke about the poor condition of Donnelly Street between 441 and downtown.

Rachel O' Ryan, 341 North Alexander Street, provided an update from the Mount Dora Area Chamber of Commerce. She distributed materials which are attached to the minutes as Exhibit B.

Mayor Stile closed public comment.

APPROVAL OF AGENDA

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

BOARD APPOINTMENTS

1. Advisory Board Appointments

MOTION BY COUNCILMEMBER BRYANT TO APPOINT REBECCA OWEN TO THE PUBLIC ARTS COMMISSION; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

1. Request Adoption of **Resolution No. 2023-08**, New Budget Billing Program
2. Request Adoption of **Resolution No. 2023-09**, Disposal of Surplus Assets
3. Authorization to exercise the early pay off option for the 2006 Water and Sewer Bonds and SWAP agreement with Bank of America and authorization for the City Manager to issue the Notice of Cancellation letter to Bank of America as well as any and all other necessary documents to effectuate the early payoff of the 2006 Water and Sewer Bonds and SWAP agreement with Bank of America
4. Request Approval of Amendment 3 to State Revolving Fund Loan Agreement DW 3514A0

5. Request Approval for Mayor to Execute the Notice of Site Dedication and Limitation of Use Regarding Lincoln Avenue Pool
6. Request Approval for Mayor to Execute the Notice of Site Dedication and Limitation of Use Regarding Cauley Lott Park
7. Request Approval of Agreement Between the City of Mount Dora and Dana Safety Supply, Inc., Related to Law Enforcement Emergency Vehicle Equipment and Emergency Vehicle Installation
8. Request Approval of Amendment 1 to the Agreement Between the City of Mount Dora and A.C. Schultes of Florida, Inc., Related to Maintenance and Repair Services for Water Supply Wells and Well Pumps
9. Request Approval of Task Authorization with A.C. Schultes of Florida, Inc., for Water Treatment Plant #1 Well Repair
10. Authorization for City Manager to Execute all Necessary Insurance and Title Transfer Documents Related to Acceptance of the Insurance Settlement and Coverage of the City Vehicle (VIN# 1FM5K8AR2JGA46431) Total Loss Which Occurred on January 4, 2023
11. Request Approval of Meeting Minutes
 - February 7, 2023 City Council Regular Session
 - February 21, 2023 City Council Regular Session

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE CONSENT AGENDA; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

ACTION ITEMS

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Approval Second Reading (Adoption) of **Ordinance No. 2023-05**, Amending Chapter 42, Sec 42-31, Parking Behind a Driveway

City Attorney Sutphen read Ordinance No. 2023-05 by title only.

ORDINANCE NO.: 2023-05

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING CHAPTER 42, OF THE CITY OF MOUNT DORA CODE OF ORDINANCES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, STOPPING STANDING AND PARKING, SECTION 42-31, PROHIBITED PARKING IN SPECIFIED PLACES; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

There have been no changes to the ordinance since the first reading on February 21st. City staff recommend adoption.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT ORDINANCE NO. 2023-05; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Councilmember Rolfson
Councilmember Cataldo
Councilmember Dawson
Councilmember Walker
Councilmember Bryant
Vice-mayor Crail
Mayor Stile

NO None

CITY MANAGER'S REPORT

City Manager Comiskey spoke about the co-location Verizon tower agreement and upcoming work sessions. A work session will be held on March 13th at 5 p.m. to discuss Waste Water Treatment Plant #1 issues before a vote is put to Council on March 21st. Mr. Comiskey further updated Council regarding water utility topics. He announced a second Work Session to take place at 5 p.m. on April 10th to discuss options regarding police dispatch and Lake County before Council is asked vote on the topic at the April 18th Council meeting. He asked for response from Councilmembers regarding the starting time for Work Sessions.

CITY ATTORNEY'S REPORT

City Attorney Sutphen updated Councilmembers regarding the status of Lake County Joint Planning Agreement negotiations. Minor revisions were sent to the county on March 1st. Councilmembers may request to receive from Ms. Sutphen a copy of the revisions.

COMMUNICATIONS AND REPORTS

1. Council Member John Cataldo
Councilmember Cataldo thanked Interim Chief Gibson for his attention to boat trailer parking and speeding.
2. Council Member Dennis Dawson
Councilmember Dawson mentioned speeding and commented favorably on the Edgerton Fountain.
3. Council Member Cal Rolfson
Councilmember Rolfson encouraged participation in the Florida League of Cities Legislative call-ins on Monday mornings. He distributed related material attached to the minutes as Exhibit C. He thanked staff for their work.
4. Council Member Nate Walker
In honor of Women's History Month, Councilmember Walker thanked the women who serve at the dais and throughout the city.
5. Council Member Doug Bryant
Councilmember Bryant clarified his membership on the Florida League of Cities Land Use and Economic Development Committee. He spoke about traffic and the city's history.
6. Vice-Mayor Marc Crail
Vice-mayor Crail spoke favorably about upcoming workshops, suggested a strategic plan update and mentioned the Triangle Elementary Playground.
7. Mayor Crissy Stile

Mayor Stile complimented the Edgerton Fountain renovation, and provided an update on aluminum recycling numbers.

FUTURE MEETING DATES

1. March 21, 2023, 6:00 PM, Regular Session
2. April 18, 2023, 6:00 PM, Regular Session
3. May 2, 2023, 6:00 PM, Regular Session
4. May 16, 2023, 6:00 PM, Regular Session

ADJOURNMENT

MOTION BY COUNCIL MEMBER WALKER TO ADJOURN; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

There being no further business for discussion, Mayor Stile adjourned the meeting at approximately 7:04 p.m.

CRISSY STILE, MAYOR
City of Mount Dora

JEANANN HAND, CITY CLERK
City of Mount Dora



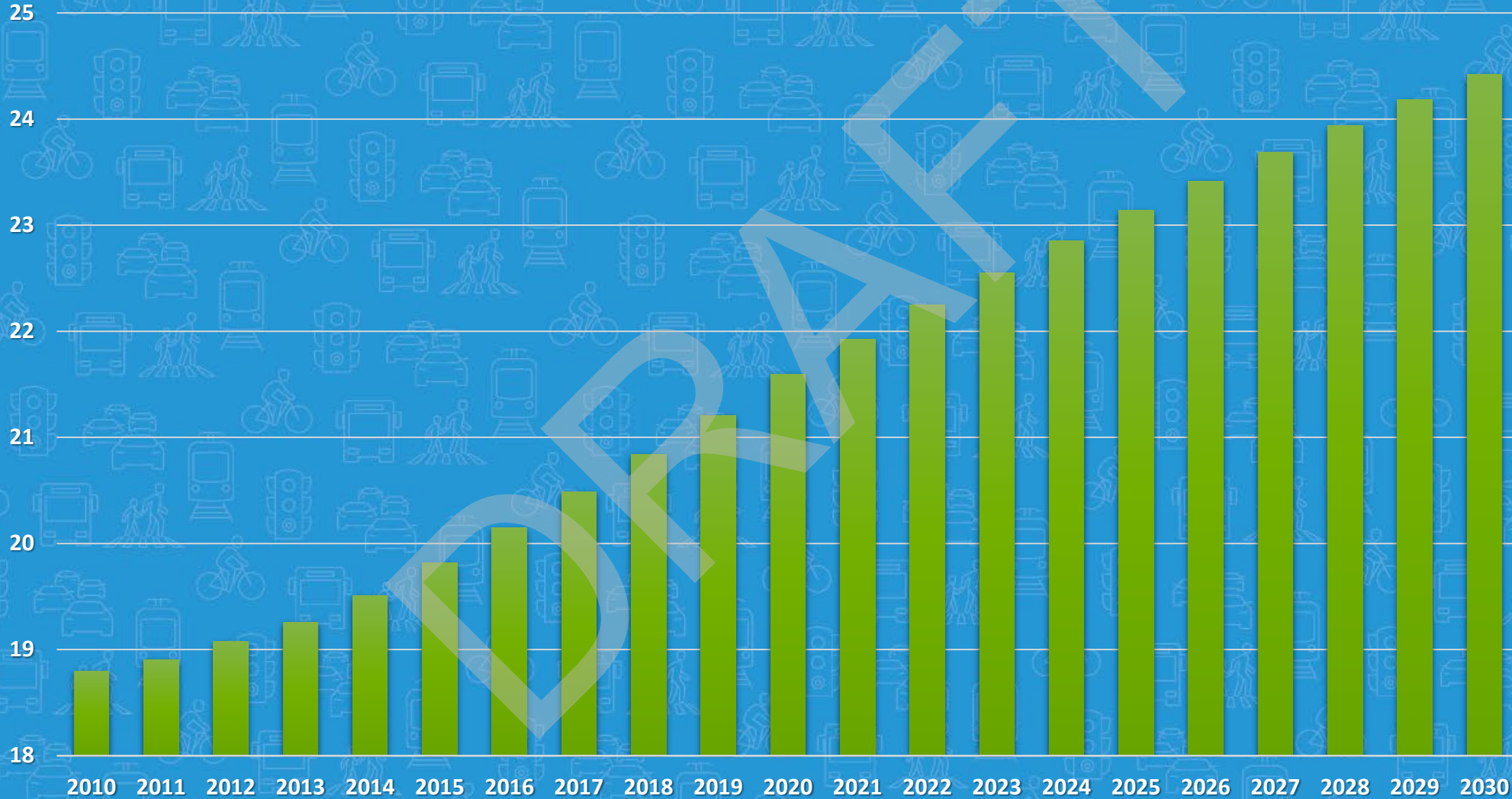
CITY OF MOUNT DORA TRANSPORTATION UPDATE MARCH 7, 2023



MICHAEL WOODS,
EXECUTIVE DIRECTOR

Florida's Population Trend

Millions



2023 LOCAL GROWTH TRENDS

- LAKE COUNTY CENSUS DATA:

2020 - 383,956

2010 – 297,047

CHANGE – 86,909

29.3%

- MOUNT DORA CENSUS DATA

2020 – 16,665

2010 – 12,139

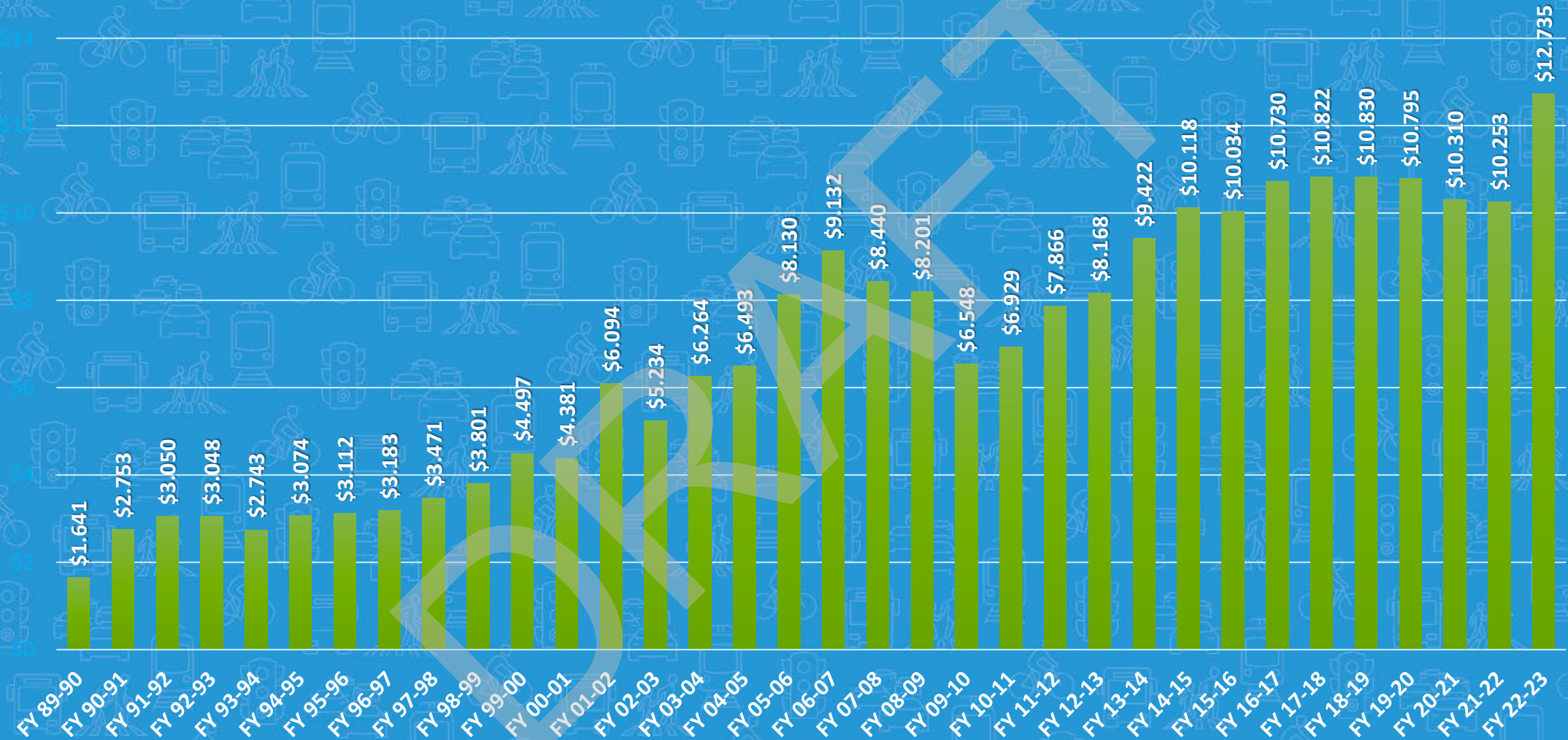
CHANGE – 4,526

27%

TRANSPORTATION FUNDING

- STATE TRANSPORTATION TRUST FUND
- MOVING FLORIDA FORWARD
- SENATE BILL 100 - MSCORES
- STRATEGIC INTERMODAL SYSTEM (SIS)

FDOT Annual Appropriation History



What Sets Florida Apart?

State Fuel Tax Indexed to CPI

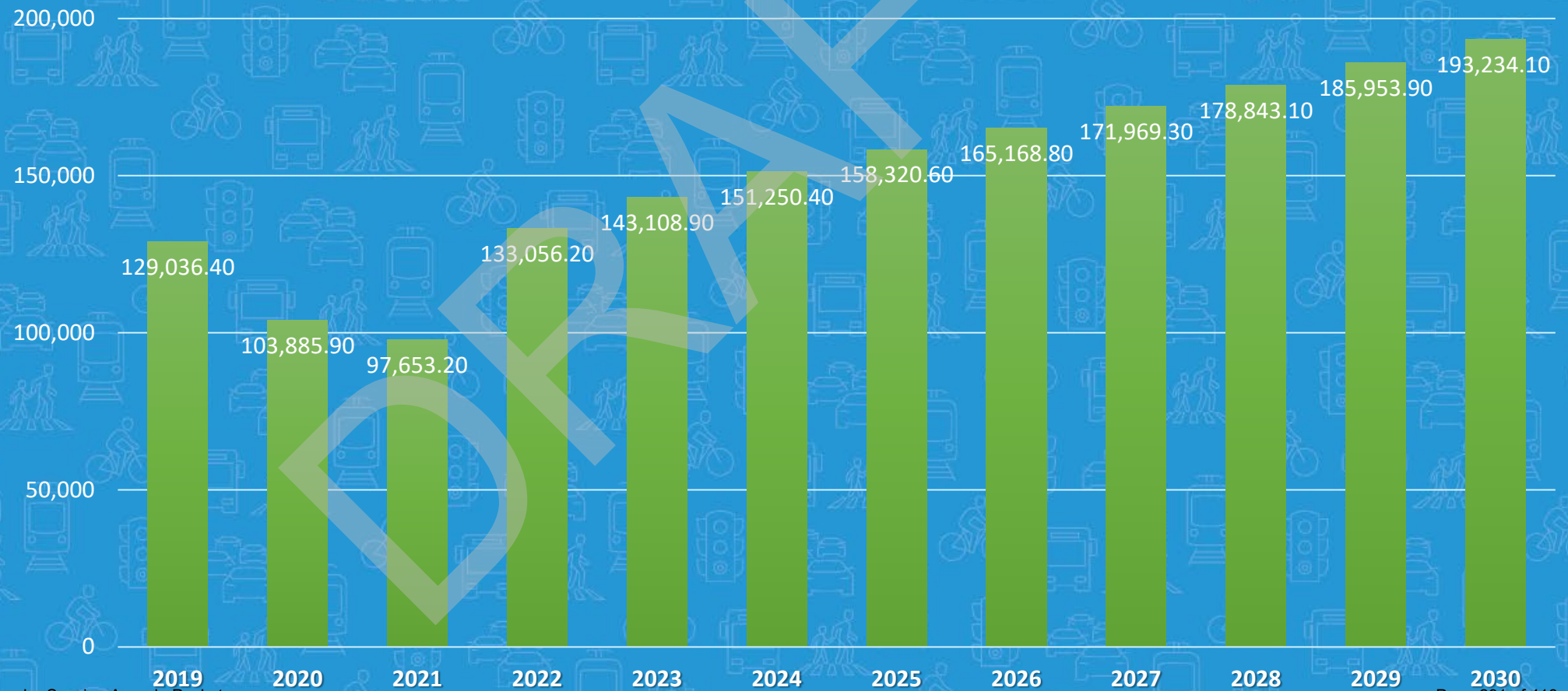
Extensive Tolling Systems

Maximum Use of Innovative Financing

Population Growth

Record Tourism

200 MILLION VISITORS TO FLORIDA BY 2030



Fuel Consumption in Florida

(Millions of Gallons Annually)

12,000

10,000

8,000

6,000

4,000

2,000

0

FY90-91

FY 92-93

FY 94-95

FY 96-97

FY 98-99

FY 00-01

FY 02-03

FY 04-05

FY 06-07

FY 08-09

FY 10-11

FY 12-13

FY 14-15

FY 16-17

FY 18-19

FY 20-21

FY 22-23

FY 24-25

FY 26-27

FY 28-29

FY 30-31

Motor Fuel

Diesel Fuel

Forecast

2040 Net Revenue Loss Projections

- Conservative Growth Scenario = -5.6%
- Moderate Growth Scenario = -11.1%
- Aggressive Growth Scenario = -20.0%
- For every 1% increase in EV market adoption, estimated 0.5% reduction in STTF revenue

The year 2022 in review...

What were the effects of inflation on the Work Program?

Project Impacts:

- Cost Increases; material and labor shortages, premium pricing for certain materials (i.e. electrical, steel) and augmented project unknowns
- Limited competition; single bids at significant high costs, selective pursuits
- Dynamic cost estimation and predictions; forecasting of ongoing/future projects in the pipeline

ROW Impacts:

- Approximately 15% increase on land prices
- Higher severance damage and appraisal costs



FIVE-YEAR TENTATIVE WORK PROGRAM FUNDING

The Five-Year Outlook

County	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	TOTAL
Lake	\$111,252,228	\$76,864,141	\$58,041,686	\$30,980,247	\$15,949,566	\$293,087,868
Sumter	\$82,209,890	\$86,035,514	\$77,841,443	\$3,637,899	\$416,403	\$250,141,149
TOTAL	\$193,462,118	\$162,899,655	\$135,883,129	\$34,618,146	\$16,365,969	\$543,229,017

** Excludes projects from Florida Turnpike Enterprise (FTE)*

Lake-Sumter MPO Region – Funding Breakdown

Project Type	Five-Year Estimated (Lake)	Five-Year Estimated (Sumter)	Total
Safety	\$12,812,873	\$3,784,344	\$16,597,217
Capacity	\$95,394,747	\$186,716,210	\$282,110,957
Preservation	\$73,446,212	\$26,932,500	\$100,378,712
Multi-modal	\$68,600,661	\$2,928,838	\$71,529,499
Operations	\$8,215,293	\$0	\$8,215,293
Bike/Ped	\$7,726,114	\$0	\$7,726,114
Misc.	\$26,891,968	\$29,779,257	\$56,671,225

Priority Projects

11

\$205,237,688

\$543,229,017

2022 LOPP – Proposed Funding

Based on FDOT 2023/24 – 2027/28 Tentative Work Program:

Lake County

- **#1: SR 50 Realignment (Groveland)** - \$14.7M for ROW in FY24 / \$9.85M in FY25
- **#17: Micro Racetrack Road** - \$450K for Design moved up to FY24 from FY26

Sumter County

- **#2: US 301 Widening** - \$51M for ROW in FY24 / \$71.1M for CST in FY 24 and \$45.8M for CST in FY26
- **#6: US 301 Complete Streets (Wildwood)** - \$2M for Design in FY24
- **#8: CR 48 Safety Project** - \$1.6M for Design in FY24
- **Bridges #1: Rehabilitation for Multiple Bridges** - \$717,289 for CST in FY24



Lake~Sumter MPO #1 Priority and #1 SIS Priority for last two years

\$14.7 M for ROW in FY 2024 – Tentative Work Program

\$9.8 M for ROW in FY 2025 – Tentative Work Program

\$46 M for CST proposed in FY 2029 in the SIS Cost Feasible Program (2nd Five Year Plan)



2022 LOPP SIS Priority

- FDOT completing I-75 Master Plan from Sumter County (Turnpike) to CR 234 in Alachua
- **MOVING FLORIDA FORWARD** proposes **\$479M in 2025** to begin construction of auxiliary lanes from SR 44 to SR 326 in Marion County



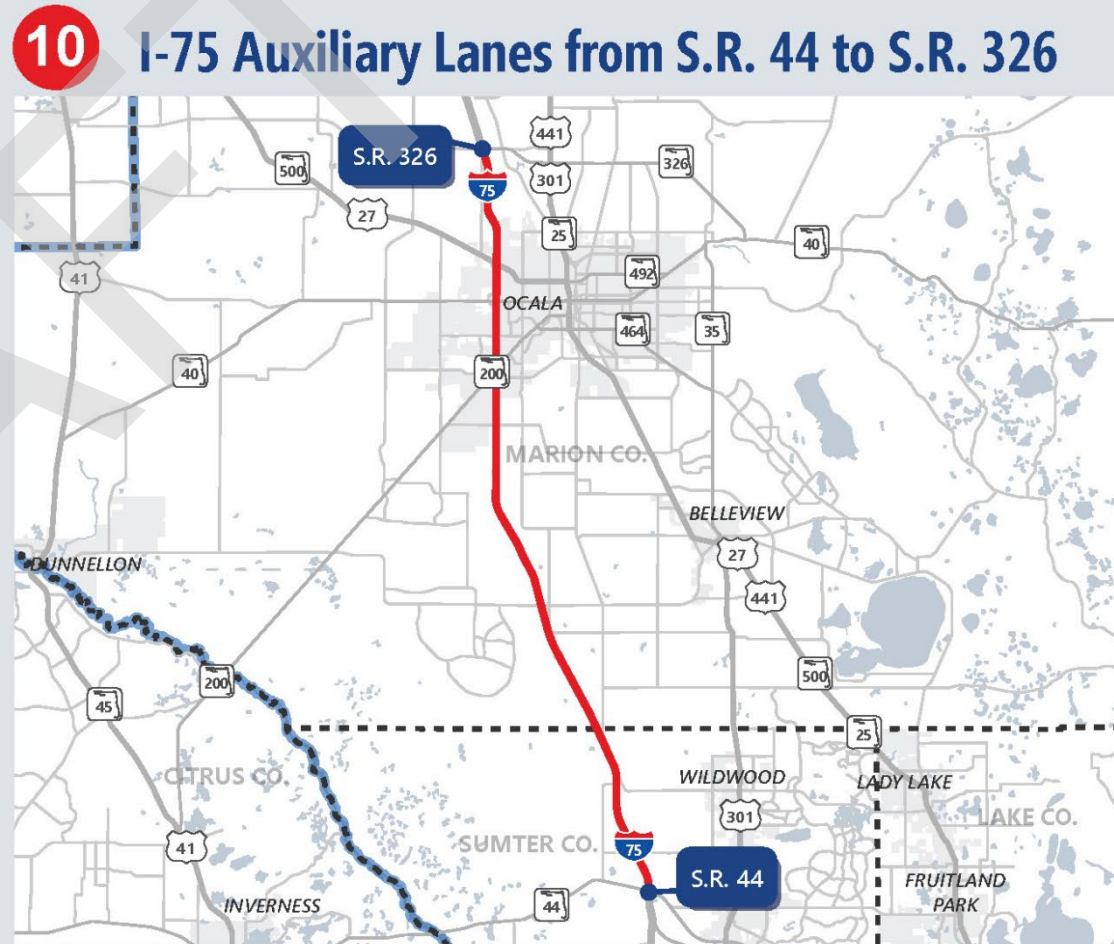
REGION
Central Florida

PROJECT LIMITS
Interstate 75 (I-75) from State Road (S.R.) 44 to S.R. 326

FUNDING
\$479 Million

CONSTRUCTION YEAR
2025

PROJECT DESCRIPTION
This project involves adding auxiliary lanes to I-75 in each direction between S.R. 44 and S.R. 326. It will include interchange modifications and right-of-way acquisition for future widening.



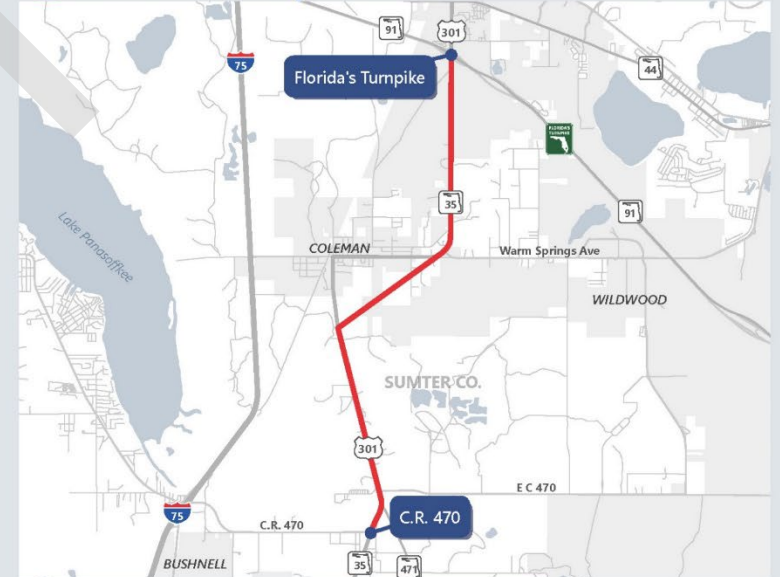
#2: US 301 Widening/Realignment

- \$51M for ROW in FY24 (Tentative WP)
- \$71.1M for CST in FY 24 (Tentative WP)
- \$45.8M for CST in FY26 (Tentative WP)
- \$26M proposed in **MOVING FLORIDA FORWARD**
- **Funded Through Construction**



**MOVING FLORIDA
FORWARD** 
Infrastructure Initiative

19 U.S. 301 Realignment from C.R. 470 to Florida's Turnpike



REGION

Central Florida

PROJECT LIMITS

U.S. 301 from County Road (C.R.) 470 to Florida's Turnpike

FUNDING

\$26 Million

CONSTRUCTION YEAR

2025-26

PROJECT DESCRIPTION

The project will reconstruct U.S. 301 from C.R. 470 to Florida's Turnpike between the cities of Sumterville and Wildwood to increase the roadway capacity, respond to future travel demand, improve overall safety, and accommodate pedestrians and bicyclists. The project includes realigning the roadway around the City of Coleman to avoid impacts to the City's downtown businesses. For additional project details, please visit <https://www.cflroads.com/project/430132-1>.



 @MyFDOT
 @MyFDOT



01/31/2023
Subject to change.
Listed alphabetically by county.



2022 LOPP SIS Priority:
Turnpike Widening from CR 470 to Lake/Sumter County Line

- Design funded in FY 2025 (Tentative WP)
- ROW funded in FY 2026 (Tentative WP)

Turnpike Widening from US 301 to I-75

- Design funded in FY 2026 (Tentative WP)
- ROW funded in FY 2028 (Tentative WP)

2022 LOPP SIS Priority:
Turnpike Widening from County Line to US 301

- Design funded in FY 2025 (Tentative WP)
- ROW funded in FY 2026 (Tentative WP)

2022 LOPP SIS Priority:
Turnpike Widening from US 27 to CR 470

- Construction funded in FY 2028 (Tentative WP)

Turnpike Widening from O'Brien to US 27
includes Interchange Improvements
at US 27/ SR 19 (North) (MP 289)

- Construction funded in FY 2026 (Tentative WP)

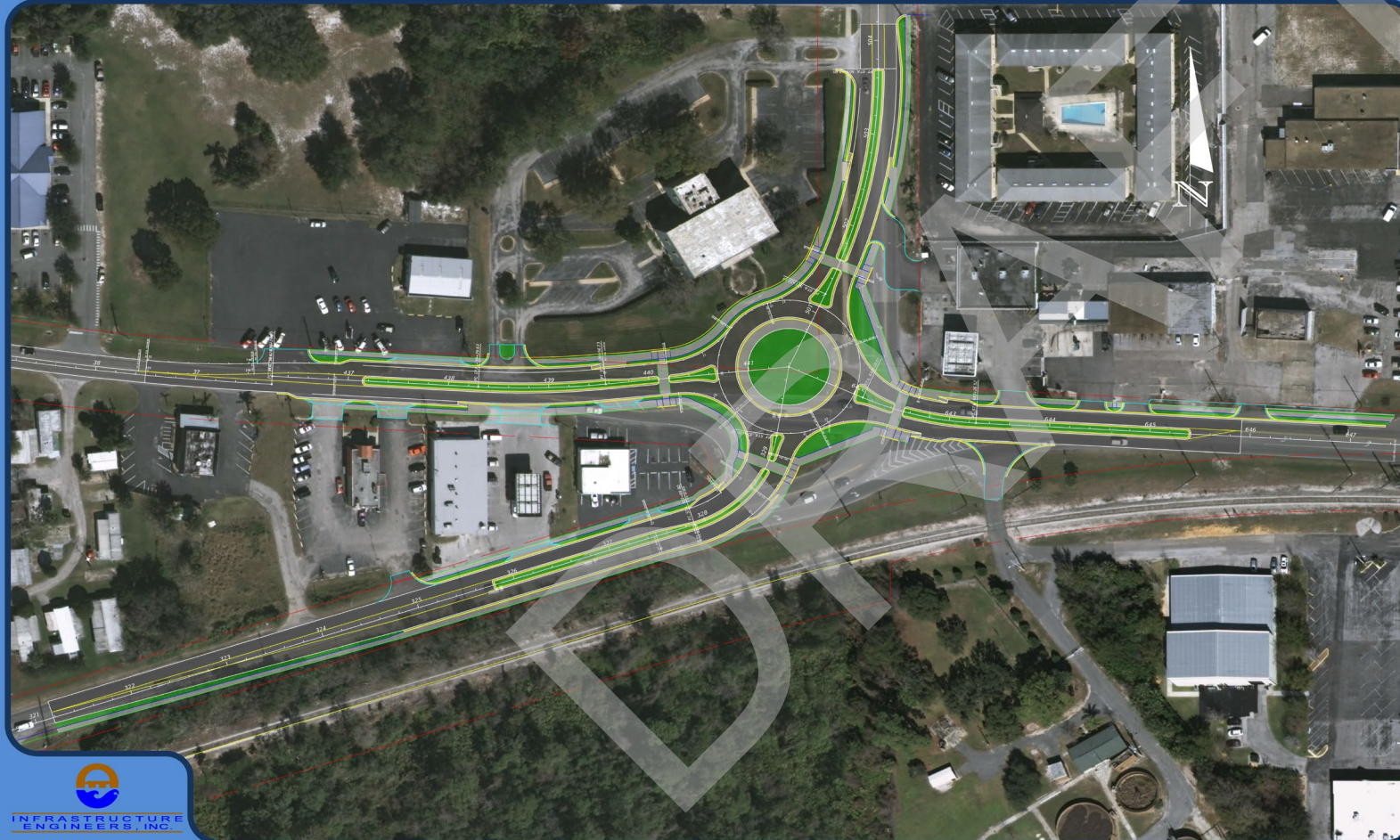
**Interchange Improvements at US 27/
SR 19 (South) (MP 285)**

- Construction funded in FY 2026

UNDER CONSTRUCTION
Turnpike Widening from Clermont to O'Brien

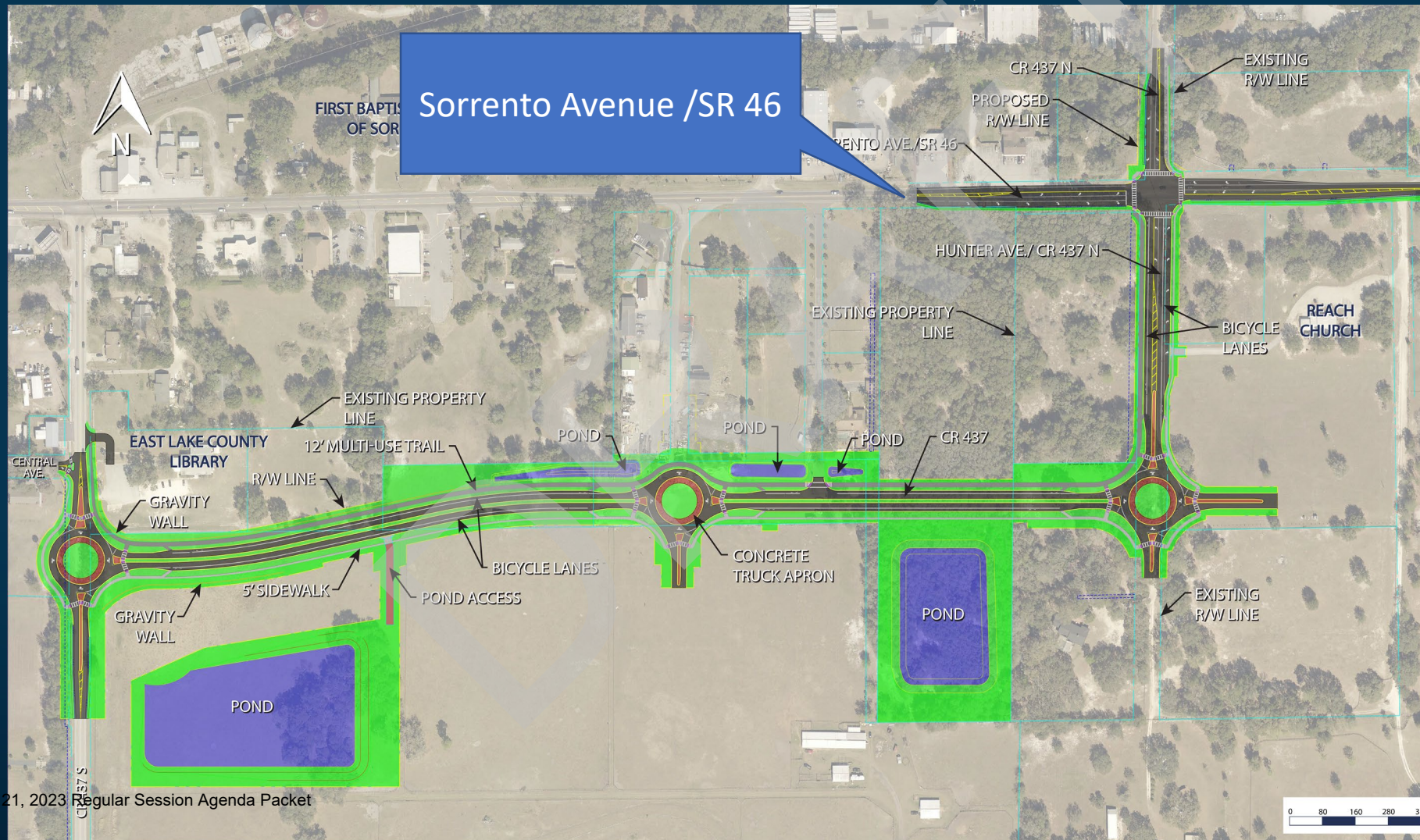


CONSTRUCTION PLANNED 2024 EUDORA ROAD ROUNDABOUT

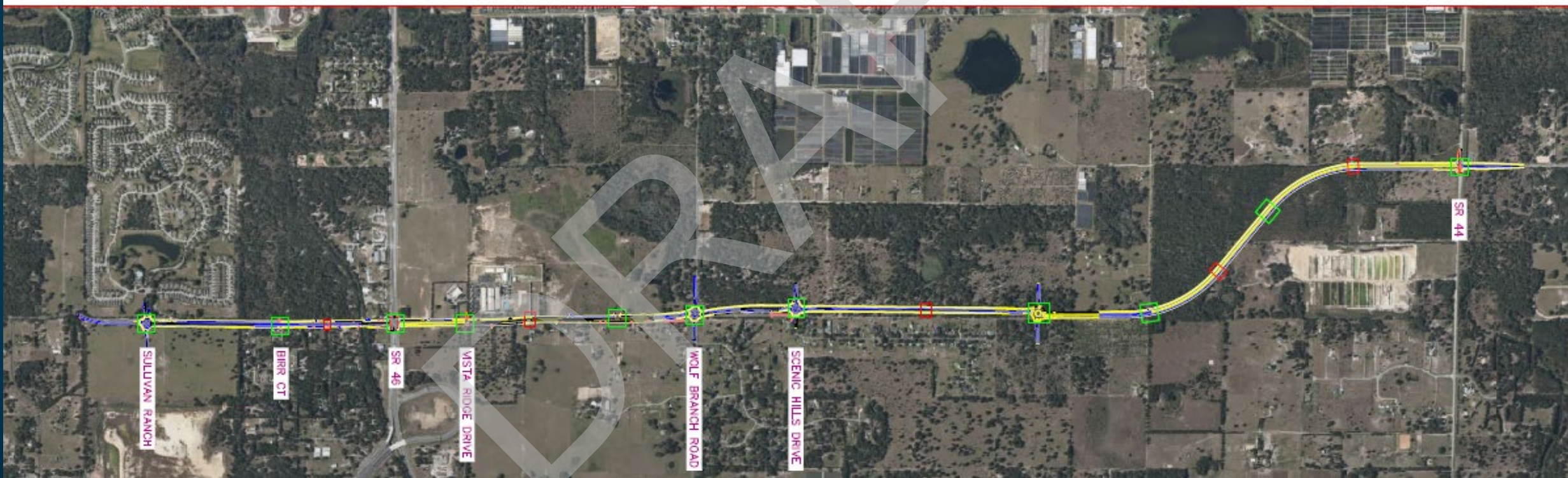


- \$1.75 million from FDOT
- \$1.75 million County match
- City Relocate Utilities
- Scheduled Construction Start FY 2024

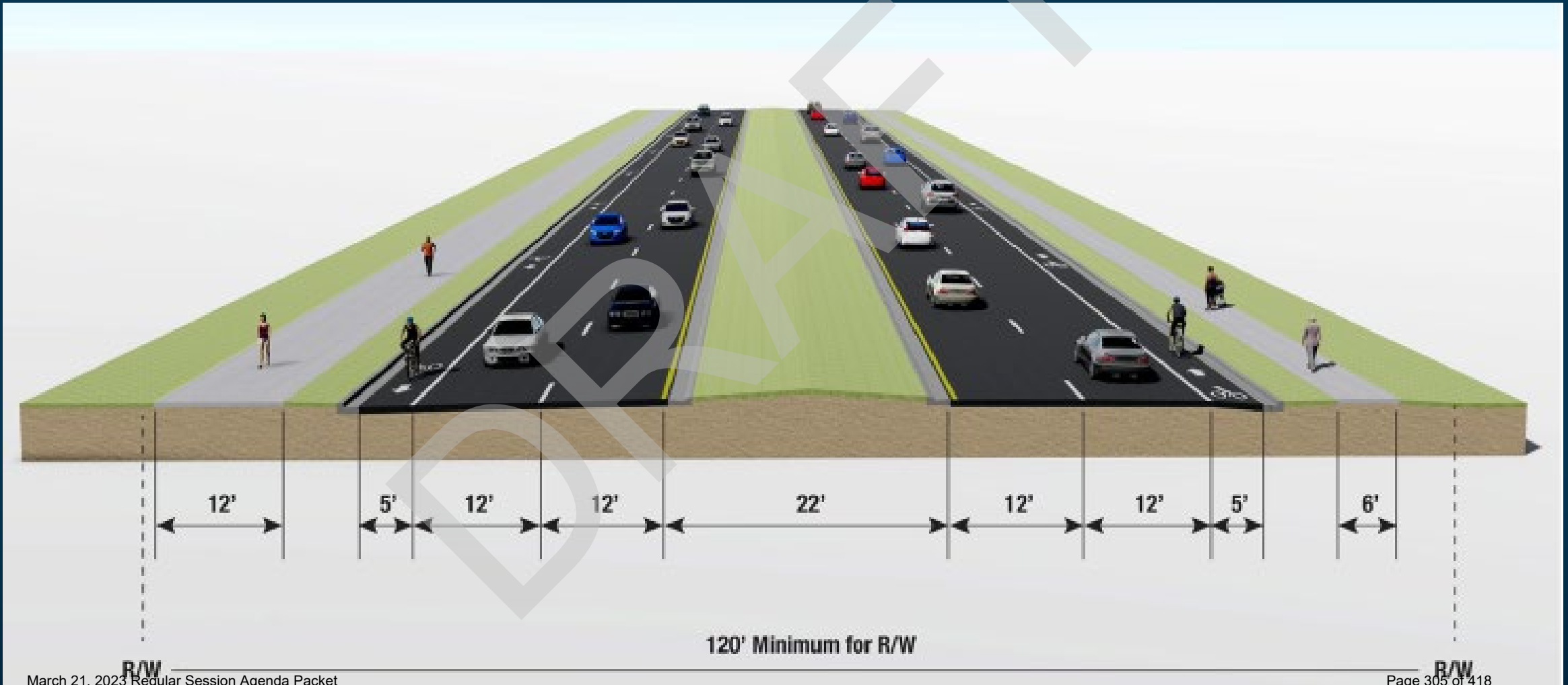
CR 437 REALIGNMENT



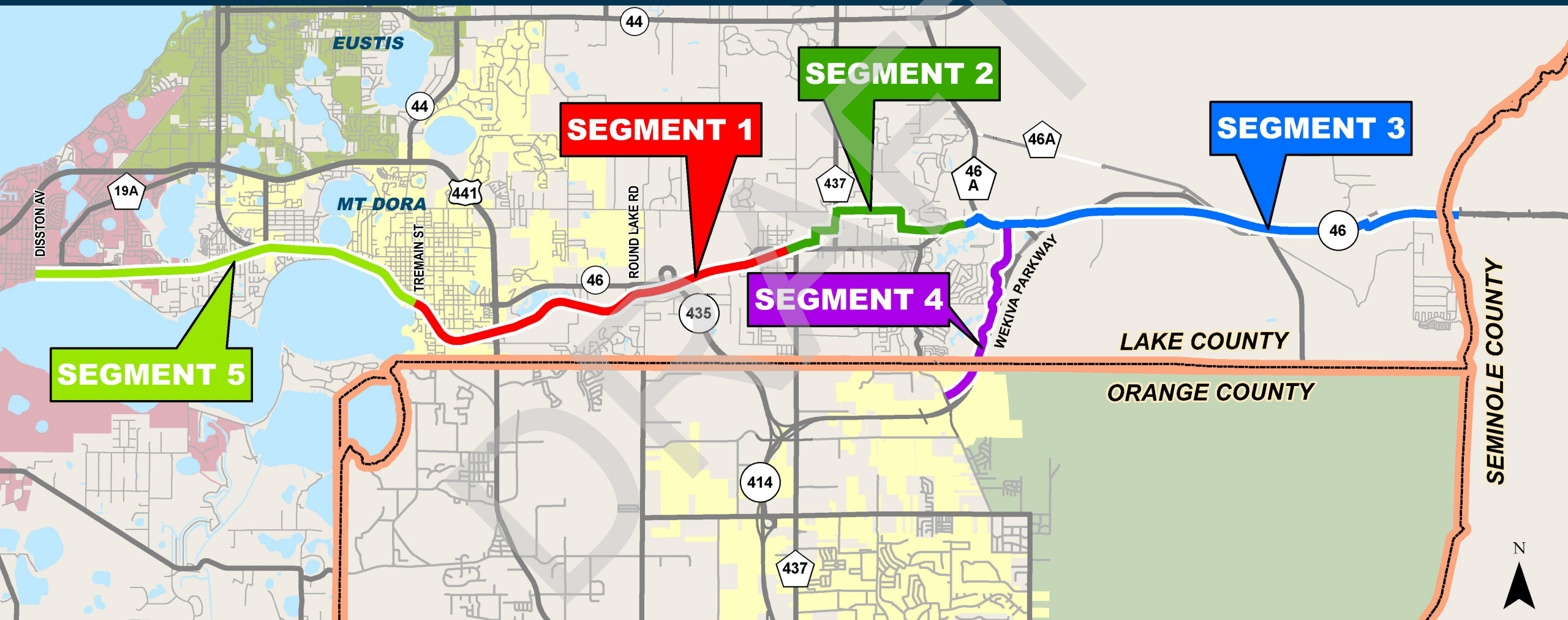
ROUND LAKE ROAD



ROUND LAKE ROAD PROPOSED TYPICAL SECTION



WEKIVA TRAIL



**SEGMENT STATUS: 5-PD&E ON-GOING
COMPLETE**

**1-DESIGN ON-GOING
(Construction 2025-26)**

2-RIGHT-OF-WAY ON-GOING

3 & 4-

March 24, 2020 Regular Session Agenda Packet

EXHIBIT B



Mount Dora
Area Chamber Of Commerce

2022 IN REVIEW

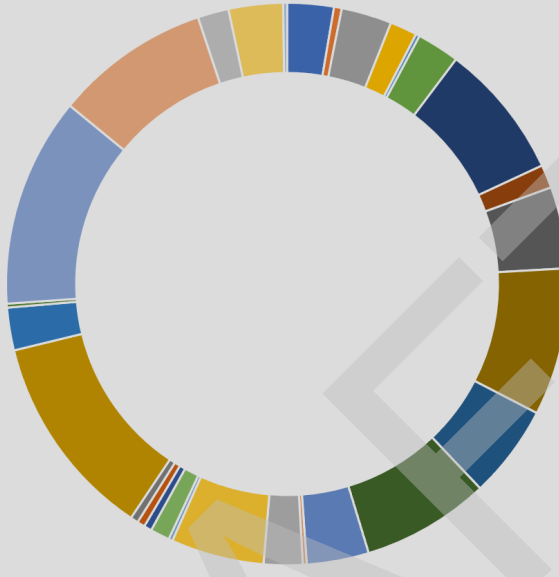
Membership

438
Members

70
New Members

85%
Member Retention

- Advertising & Media 12%
- Agriculture, Fishing & Forestry 2%
- Arts & Entertainment 13%
- Automotive 7%
- Boating & Marinas 1%
- Business & Professional Services 11%
- Community/Civic Organizations & Foundations 35%
- Computers & Telecommunications 6%
- Construction Equipment & Contractors 21%
- Finance & Insurance 38%
- Government, Education & Individuals 24%
- Health Care 33%
- Home & Garden 16%
- Industrial Supplies & Services 1%
- Legal 10%



- Lodging & Travel 24%
- Manufacturing, Production & Wholesale 1%
- Personal Services & Care 5%
- Pets & Veterinary 2%
- Photography & Video 2%
- Public Utilities & Environment 2%
- Real Estate Services / Moving & Storage 53%
- Religious Organizations 11%
- Remodeling & Construction 1%
- Restaurants, Food & Beverages 54%
- Shopping & Specialty Retail 40%
- Sports & Recreation 8%
- Tourism Activities 14%
- Transportation 1%

Communication



8,700 FOLLOWERS
Facebook (+59.9%)



4,000+
Email subscribers



9400+
Welcome Center Visitors



1,722 FOLLOWERS
Instagram (+18.7%)



44%
Newsletter open rate



2,700+
phone calls answered



201,885
Total Social Media Reach



52 EDITIONS
Of Mount Dora Weekly



181,000+ VISITORS
mountdora.com



25,000+
Visitor maps and member brochures distributed



Events



3
Chamber Tourism
Events

**Christmas
Walk**

20,000+ People
attend these events

Networking Events



12
Business @ Breakfast



2
Uptown/Downtown



4
March 21, 2023 Regular Session Agenda Packet
After Hours



From: Mary Edenfield medenfield@flcities.com
 Subject: March 6, 2023 Summary - FLC Morning Call-In
 Date: Mar 6, 2023 at 4:30:07 PM

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Thanks to all who participated in this morning's Florida League of Cities Call-In. Below is a list of the bills discussed. Click [HERE](#) to listen to a recording of today's call. To view the League's legislative bill summaries on the bills below and more, click [HERE](#).

Summary of March 6, 2023, Monday Morning Call-In

David Cruz Update:

- [HB 401](#) (Beltran) and [SB 604](#) (Gruters) **Sovereign Immunity – Oppose** – Neither bills will be considered this week in a committee. The next committee stop for HB 401 is the House Appropriations Committee. This is the second of three committee stops in the House. The next and first stop for SB 604 is the Senate Judiciary Committee.

League Ask: If your representative serves on the [House Appropriations Committee](#), reach out to the House member and describe the impact the bill will have on your city if the caps are increased to \$2.5 million per person/\$5 million incident. Provide examples of egregious claims that your city has had to defend and the impact this bill would have to your budget, specifically, increases to insurance premiums or, if you self-insure, what this might do to your reinsurance.

- [HB 235](#) (W. Robinson) and [SB 350](#) (Brodeur) **Alternative Mobility Funding Systems and Impact Fees – Support** – Neither bill has been heard in a committee. The first committee stop for HB 235 is the House Local Administration, Federal Affairs & Special Districts Subcommittee. The first committee stop for SB 350 is the Senate Community Affairs Committee.

League Ask: Reach out to the House committee chair, [Representative Jenna Persons-Mulicka](#), and ask for HB 235 to be added to the upcoming Local Administration, Federal Affairs & Special Districts Subcommittee agenda.

Jeff Branch Update:

- [HB 671](#) (Esposito) and [SB 682](#) (DiCeglie) **Residential Building Permits – Oppose** – Neither bill has been heard in a committee. The first committee stop for HB 671 is the House Regulatory Reform & Economic Development Subcommittee. The first committee stop for SB 682 is in Senate Community Affairs.

* { League Asks: 1) Review the attached side-by-side of the bill and send your feedback on the impacts of this legislation to Jeff Branch at jbranch@flcities.com. 2) Review the list of House members on the [House Regulatory Reform & Economic Development Subcommittee](#) and the Senators on [Senate Community Affairs](#). If your legislator serves

on one of these committees, share the impact of this bill on your municipality. 3) If your legislator chairs one of these committees, ask the House committee Chair, [Representative Tyler Sirois](#), and Senate committee chair, [Senator Alexis Calatayud](#), to avoid hearing the bill in its current form.

Rebecca O'Hara Update:

- **[HB 975](#)** (Holcomb) and **[SB 798](#)** (Ingoglia) **Solid Waste Management – Oppose** – Neither bill has been heard in a committee. HB 975 has three committee stops. The first stop is the House Local Administration, Federal Affairs & Special Districts Subcommittee. SB 798 also has three committee stops. The first committee stop is the Senate Environment and Natural Resources Committee.

League Ask: For the House, reach out to your representative and the House Chair of [Local Administration, Federal Affairs & Special Districts Subcommittee](#), [Representative Jenna Persons-Mulicka](#), and express your opposition to HB 975. Provide them with examples on how this legislation will impact your municipality. For the Senate, reach out to your senator and the Senate Chair of the [Environment and Natural Resources Committee](#), [Senator Ana Maria Rodriguez](#), and express your opposition to SB 798. Provide them with examples of how this legislation will impact your municipality.

- **[SB 1380](#)** (Martin) and **[HB 1331](#)** (Busatta Cabrera) **Municipal Electric Utilities – Oppose** – These bills were filed last week and await committee references.
- **[SB 1240](#)** (Burgess) and **[HB 1197](#)** (Maggard) **Land and Water Management – Oppose** – These bills were filed last week and await committee references.

Tara Taggart Update:

- **[SB 714](#)** (DiCeglie) and **[HB 833](#)** **Vacation Rentals – Monitor** – SB 714 will be heard in the Senate Regulated Industries Committee on March 7 at 2:00 p.m. This is the first of three committee stops in the Senate. HB 833 has three committee references and has not yet been heard in its first committee, the Regulatory Reform & Economic Development Subcommittee.

League Ask: If your legislator serves on the [Senate Regulated Industries Committee](#), ask them to support the changes recommended by the Florida League of Cities.

- **[HB 415](#)** (Porras) **Temporary Commercial Kitchens – Monitor** – HB 415 will be heard in the House State Administration & Technology Appropriations Subcommittee on March 7 at 1:30 p.m. This is the second of three committee stops in the House.

* (League Ask: Review the bill and provide feedback or comments to Tara Taggart at ttaggart@flcities.com.

Charles Chapman Update:

- **SB 120/SJR 122** (Avila) **HB 471/HJR 469** (Fernandez-Barquin) **Revised Limitation on Increases of Homestead Property Tax Assessments – Oppose** – SB 120 and SJR 122 have passed out of its first committee of reference and has two more committee stops in the Senate: Finance and Tax Committee and Appropriations Committee. The House bills have not yet been considered by a committee and have three committee references: Ways & Means Committee, Local Administration, Federal Affairs & Special Districts Subcommittee, and the State Affairs Committee.

League Ask: Share with your legislators how this legislation will impact your city budget.

- **HB 1153** (Steele) and **SB 1432** (Trumbull) **Communications Services Tax – Oppose** - These bills were filed last week and await committee references.

✳ { League Ask: Bring these bills to your city manager or finance director and find out how this legislation would impact your city's budget. Share the information you receive with Charles Chapman at cchapman@flcities.com.

Announcements:

- If you have feedback on any of the bills above, please contact the lobbyist tracking the bill.
- FLC Legislative Action Days is April 3-5 in Tallahassee. Click [HERE](#) to register.
- The next Monday Morning Call-In will be held on March 13 at 9:00 a.m. Conference Call Phone Number: [\(888\) 585-9008](tel:8885859008); Conference Room Number: 301-563-714#

Mary Edenfield

Legislative Administrator
Florida League of Cities, Inc.

[850.701.3624](tel:8507013624)

www.flcities.com



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CHOICES**



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dcruz@flcities.com

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- ▶ Land Use/Growth Management
- ▶ Community Redevelopment
- ▶ Insurance
- ▶ Finance & Taxation
- ▶ Personnel/Retirement/Pension
- ▶ Revenues & Budgeting
- ▶ Telecommunications



TARA TAGGART
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ttaggart@flcities.com

- ▶ Short-Term Rentals
- ▶ Economic Development
- ▶ Public Safety
- ▶ Public Records/Meetings
- ▶ Ordinance/Code Enforcement



LOBBYING TEAM



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Senior Legislative Advocate
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- ▶ Affordable Housing
- ▶ Construction/Building Codes
- ▶ Emergency Management



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Deputy General Counsel
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- ▶ Environmental/Water
- ▶ General Utilities
- ▶ Ethics and Elections
- ▶ Rights of Way





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

DATE: March 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Direction from City Council regarding WWTP#1
Rehabilitation/Renovation

Introduction:

This is a request for City Council to review and discuss the options for rehabilitation/renovation of Wastewater Treatment Plant #1 (WWTP#1) and provide direction to staff.

Discussion:

On Monday, March 13, 2023, City Council held a work session to receive information from City staff, CPH Engineers, and Construction Manager At-Risk Wharton-Smith regarding the potential options for the rehabilitation/renovation of WWTP#1. Presentations by CPH/Wharton-Smith and Staff are attached as "Attachment #1" and "Attachment #2" respectively. At the work session, CPH and Wharton-Smith presented their WWTP#1 Rehabilitation plan totaling approximately \$24 million utilizing a proposed Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) loan and a St. Johns River Water Management District (SJRWMD) supplemental grant in the amount of \$3 million. Staff presented an alternate proposal to rehabilitate key portions of WWTP#1 over three fiscal years totaling approximately \$5 million utilizing existing utility revenues. Staff requests direction from City Council regarding the rehabilitation/renovation of WWTP#1.

Budget Impact:

The \$24 million rehabilitation option will be funded by a low-interest FDEP SRF loan and SJRWMD grant, which annual debt service payment is estimated to be \$1.5 million. The \$5 million rehabilitation option is proposed to be funded by the \$1.5 million that would have been used for the FDEP SRF loan annual debt service payment.

Strategic Impact:

Fiscal/Infrastructure.

Recommendation:

City Council provide direction regarding the rehabilitation/renovation of WWTP#1.

Attachment(s):

1. Attachment #1 - Mt Dora City Council Work Session Presentation - 03-13-23 _ WSI
2. Attachment #2 - WWTP 1 Alternative Improvement Plan.v2

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Aneta Barton, Budget Director
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 3/15/2023
Approved - 3/15/2023
Final Approval - 3/15/2023

Mt. Dora City Council Work Session WWTF #1 Improvements

Monday, March 13th, 2023



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Project History



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- CPH, LLC. Was awarded Design and Permitting services August 20, 2019, with Resolution No. 2019-110.
- Wharton-Smith CMAR Agreement on March 16, 2021.
- Summer/Fall of 2021 during final design estimated cost of project coming in high. CPH and Wharton Smith conducted an evaluation of an alternate design that would meet the same project goals within the City's budget
- Redesign was bid and GMP is at +/- \$24 Million

Project Status Update



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FDEP Permitting:

Project was submitted to FDEP and received approval. WWTF #1 Permit renewal currently being processed.



SRF Funding:

Agreement signed for Project Cost of \$24 Million; Authorized Loan Amount to Date \$12 Million



SJRWMD Funding:

Grant approval for \$3 Million received

Project Goals

Cost effectively rehabilitate existing facility to provide 1.5 MGD and readily upgraded to 1.8 MGD of treatment.

Create Environmental Benefits

- Consistent high quality reclaimed water
- Minimize reject volume
- Improve odor control

Create Economic Benefits

- Install more efficient filters
- Install more energy efficient motors and blowers
- Install SCADA to allow for existing manpower to continue with expanded flows

Benefits of BNR Process



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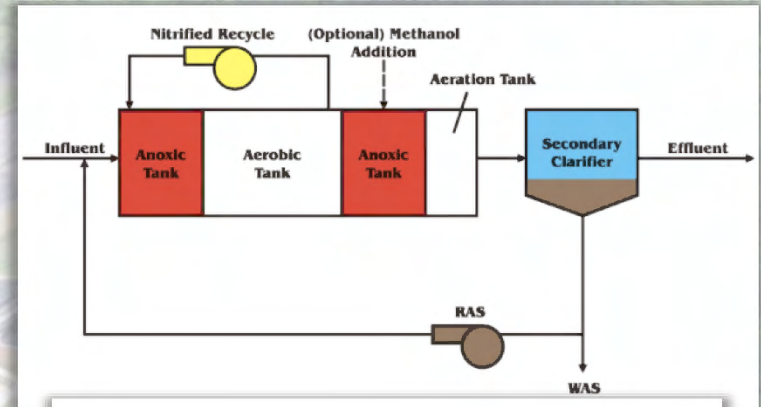
BOD < 5 mg/L

TN < 3 mg/L

TSS < 5 mg/L

TP < 1 mg/L

Improved Effluent
Water Quality!



4-Stage Bardenpho BNR Process

Utilizing Existing Facility Components



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Existing components to remain or be rehabilitated:

- | | | |
|----------------------------|-------------------------|------------------------|
| 1) Sludge Holding Tank | 4) Clarifiers No. 1 & 2 | 7) Operating Building |
| 2) Aerobic Digester | 5) Oxidation Ditch | 8) Reject Storage Pond |
| 3) Chlorine Contact Basins | 6) Lift Station | |

The Must Have's List



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The Team met on-site to carefully review the existing facilities and the proposed project to come up with a “must have’s” list

Must Have's

- SCADA Upgrade
- Treatment Redundancy
- Clarifier Capacity
- Filters
- Fixed FDEP Sampling Location

Should Have's

- Generator Upgrade
- Sludge Dewatering

Nice to Have's

- Rehab Existing Clarifiers
- Rehab Pond
- New Influent Screen

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The GMP Process



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A CMAR GMP (Guaranteed Maximum Price) is developed using competitive bidding of trades and equipment

Step 1: Bid Set received from CPH 11/16/2022

Step 2: Develops pre-qualified Bidders List of 52 firms, approved by City

Step 3: Produces 17 Bid Packages, for 30-day bidding period (SRF)

Step 4: Issues IFB 12/15/2022 to Bidders List, and publicly (SRF)

Step 5: Pre-bid Mtg held 1/5/2023, issues 4 Addendum, bids due 1/25/2023

Step 6: Receives 38 bids, reviews for Rec of Award, 2/1/2023

Step 7: Assemble GMP, with \$1.4M of cost reduction items, 2/15/2023

Questions?



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DORA

Thank You!



WWTP 1 Alternative Improvement Plan - Option B

March 13, 2023 City Council Work Session

Presented by

George Marek, P.E.
Public Works Director

Josh Kramm
Water Utility Manager

Jimmy Klein
Chief Water Plant Operator

Jamie Hope
Wastewater Training Technician
Florida Rural Water Association

Aneta Barton
Budget Director

Richard Shepherd
Chief Wastewater Plant Operator



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What is being rehabilitated with this plan?

City staff have developed this alternative plan to improve and rehabilitate the equipment that is already in place.



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Option B timeline

FY 2023/24

Filter Bridge Rehab
Valve Replacement
Recycle Lift Station
Scada Upgrade

FY 2024/25

1st Clarifier
Boxes ×2
Reject Pond Liner
Reclaim Water
Storage Basin

FY 2025/26

2nd Clarifier
Headworks and Bar
Screen
Reuse Pump System
Treatment Basin

Year 1 Proposed Improvements

Year 1: FY 2023/24

Filter Bridge Rehab

Valve Replacement

Recycle Lift Station

Scada Upgrade



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Year 1 Proposed Improvements

Filter Bridge Rehab (\$465,000) & Valve Replacement (\$67,031)



Year 1 Proposed Improvements

Recycle lift station (\$375,000)

The new lift station will allow the daily process water to be taken away from the influent composite sampler.



March 21, 2023 Regular Session Agenda Packet



Year 1 Proposed Improvements

SCADA Upgrade (\$250,000)



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Year 2 Proposed Improvements

Year 2: FY 2024/25

1st Clarifier

Sludge Dewatering Boxes ×2

Reject Pond Liner

Reclaim Water Storage Basin



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Year 2 Proposed Improvements

1st Clarifier (\$1,000,000)



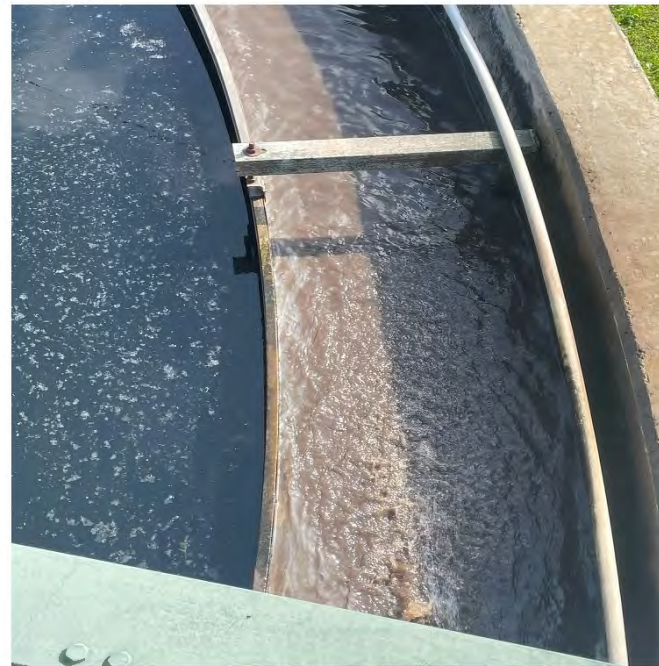
Year 2 Proposed Improvements

These photos show the current configuration of the clarifiers at WWTP 1

Effluent ring is in the center on the current clarifiers



And the influent ring is on the outside



Year 2 Proposed Improvements

This shows that they will be reconfigured to resemble the clarifiers at WWTP 2.

The effluent weir runs around the outside wall and will have more area



The influent will enter in the center



Year 2 Proposed Improvements

Sludge Dewatering Boxes (\$130,000 or \$65,000 each)



Year 2 Proposed Improvements

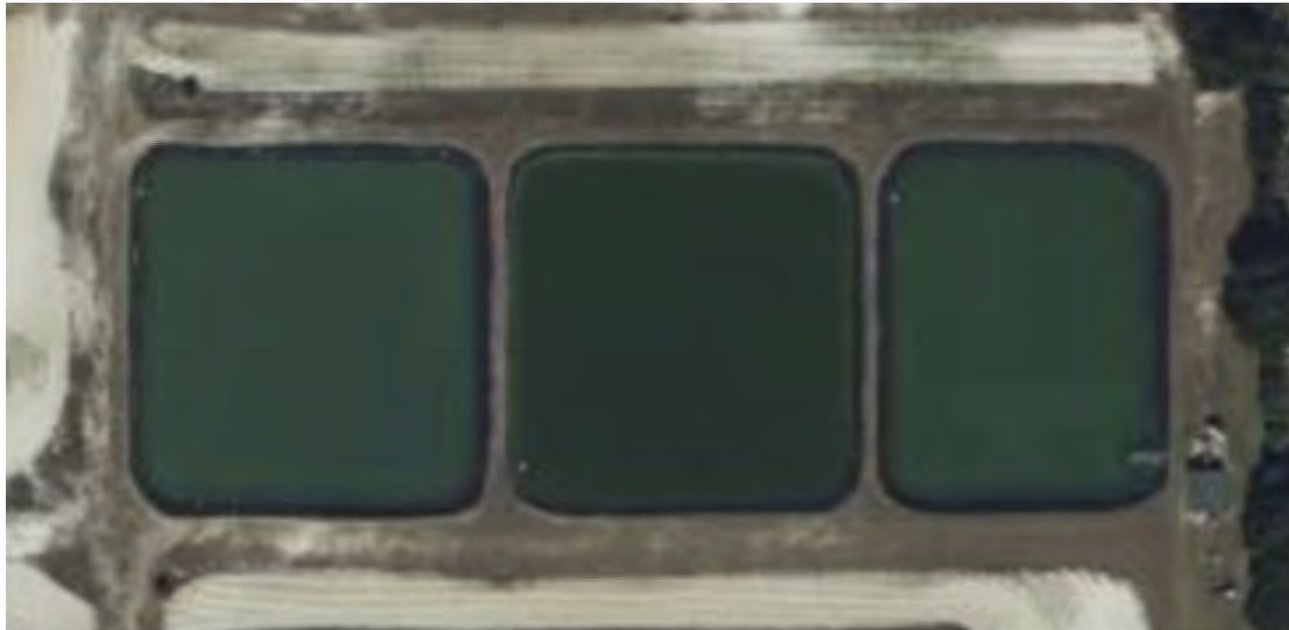
Reject Pond Liner (\$550,000)



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Year 2 Proposed Improvements

Reclaim Water Storage Basin (\$650,000)



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Year 3 Proposed Improvements

Year 3: FY 2024/25

2nd Clarifier

Headworks and Bar Screen

Reuse Pump System

Treatment Basin



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Year 3 Proposed Improvements

2nd Clarifier (\$1,000,000)



Year 3 Proposed Improvements

Headworks & Bar Screen (\$350,000)



Year 3 Proposed Improvements

Reuse Pump System (\$10,000)



Year 3 Proposed Improvements

Treatment Basin (TBD)



This alternative project plan schedule may be altered to meet the needs of the Wastewater Treatment Plant staff and the budget for each year.



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Scope & Summary Comparison

Option A: Partial Upgrade Not Mandated by Regulation

- ◆ Scope:
 - ◆ Increase capacity from 1.5 MGD ADF to 1.8 MGD ADF
 - ◆ Existing Oxidation Ditch converted to parallel 4-stage BNR with influent equalization storage/pumping
 - ◆ New 60-foot diameter secondary clarifier #3 and RAS/WAS pump station
 - ◆ New Recycle and Equalization Pump Stations, Disk Filters, Blowers, Chemical Storage/Metering, Metal Canopy, Electrical Building, Diesel Engine Generator, plus Electrical, I&C, and civil site improvements
- ◆ **Additional costs not included in project for 2 clarifiers, headworks & bar screen, 2 sludge dewatering boxes, 2 reject pond liners & reclaim storage basin totaling \$3,680,000**
- ◆ Option changes the process for handling wastewater

Option B: Scheduled Upgrades

- ◆ Scope:
 - ◆ 2 Clarifiers
 - ◆ Headworks & bar screen
 - ◆ 2 Sludge dewatering boxes
 - ◆ 2 Reject pond liners
 - ◆ Reclaim storage basin
- ◆ Addresses urgent needs of WWTP#1 over 3 year period
- ◆ Utilizes monies already programmed for debt service payment to fund improvements
- ◆ Allows staff to plan for and fund improvements to distribution system
- ◆ Option maintains current process for handling wastewater



**CITY OF
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Option A vs Option B financials

			20 year loan				No loan - budget
			Option A: WWTP#1 Partial Upgrades				Option B: Scheduled Upgrades
<u>SRF LOAN</u>							
	Loan		\$ 21,000,000			\$ -	
	Loan fee		\$ 400,000			\$ -	
	Grant		\$ 3,000,000			\$ -	
	Total loan		\$ 24,400,000				
	Annual Payment estimate		\$ 1,528,001				
					Annual Budget	\$ 1,528,001	
<u>PROJECT</u>							
	See GMP Proposal from Wharton-Smith for details						
<u>ADDITIONAL COSTS</u>							
<u>NOT PART OF THE PROJECT</u>							
	Clarifiers ×2	\$ 1,000,000	\$ 2,000,000	Filter Bridge Rehab	\$ 465,000.00	\$ 465,000	
	Headworks and Bar Screen	\$ 350,000	\$ 350,000	Valve Replacement	\$ 67,031.00	\$ 67,031	
	Boxes ×2	\$ 65,000	\$ 130,000	Recycle Lift Station	\$ 375,000.00	\$ 375,000	
	Reject Pond Liner	\$ 275,000.00	\$ 275,000	Scada Upgrade	\$ 250,000.00	\$ 250,000	
	Reclaim Water Storage Basin	\$ 650,000	\$ 650,000	Clarifiers ×2	\$ 1,000,000	\$ 2,000,000	
	Treatment Basin	TBD	TBD	Boxes ×2	\$ 65,000.00	\$ 130,000	
			\$ 3,405,000	Reject Pond Liner	\$ 275,000.00	\$ 275,000	
				Headworks and Bar Screen	\$ 350,000.00	\$ 350,000	
				Reuse Pump System	\$ 10,000.00	\$ 10,000	
				Reclaim Water Storage Basin	\$ 650,000.00	\$ 650,000	
				Treatment Basin	TBD	TBD	
	Total Cost		\$ 27,805,000			\$ 4,572,031	



**CITY OF
MOUNT
DORA**

Option B: Scheduled Upgrades Timeline & Cost Estimates

	FY 2023/24	FY 2024/25	FY 2025/26
Filter Bridge Rehab	\$ 465,000		
Valve Replacement	\$ 67,031		
Recycle Lift Station	\$ 375,000		
Scada Upgrade	\$ 250,000		
Clarifier Boxes ×2		\$ 1,000,000	
Reject Pond Liner		\$ 130,000	
Reclaim Water Storage Basin		\$ 275,000	
		650000	
Clarifier			\$ 1,000,000
Headworks and Bar Screen			\$ 350,000.00
Reuse Pump System			\$ 10,000.00
Treatment Basin			TBD
	\$ 1,157,031	\$ 2,055,000	\$ 1,360,000
		<i>Total Project Estimates</i>	\$ 4,572,031
Annual Payment estimate build into the rates	\$ 1,528,001	\$ 1,528,001	\$ 1,528,001
NET	\$ 370,970	\$ (156,030)	\$ 11,971



QUESTIONS



**CITY OF
MOUNT
DORA**



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

DATE: March 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of first reading of **Ordinance No. 2023-07**, Revising Public Arts Commission

Introduction:

This is an opportunity for Council to approve the first reading of Ordinance 2023-07, Revising Public Arts Commission.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:

On November 1, 2022, Council adopted Ordinance No. 2022-26, which established uniformity regarding board and commission membership. The ordinance revised Chapter 2, Article VIII, Division 1, in the City's Code of Ordinances, which contains general information applicable to all city-appointed boards and commissions.

Proposed Ordinance No. 2023-07 removes membership requirements that are not consistent with Ordinance No. 2022-26, removes portions that are now addressed in Ordinance 2022-26, and removes requirements which are no longer applicable.

Ordinance No. 2023-07, Revising Public Arts Commission:

- specifies that the Mayor and Council members each appoint one member to the Commission (instead of more general language which more generally stated members are appointed by Council);
- removes language regarding a residency requirement;

- removes language regarding term length, staggering, and required breaks; and
- removes language regarding absences.

Budget Impact:

There is no budget impact for this item.

Strategic Impact:

Uniform membership standards for City-appointed boards and commissions demonstrate principals consistent with all elements of the City's strategic plan.

Recommendation:

Council approve the first reading of Ordinance No. 2023-07.

Attachment(s):

1. Ordinance No. 2023-07 Revising Public Arts Commission.SGSclean

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 3/15/2023
Approved - 3/15/2023
Final Approval - 3/15/2023

ORDINANCE NO.: 2023-07

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE PUBLIC ARTS COMMISSION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 2, ARTICLE VIII, BOARDS AND COMMISSIONS, DIVISION 4, PUBLIC ARTS COMMISSION, SECTION 2-312, MEMBERSHIP AND TERMS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION, SCRIVENER'S ERRORS AND THE ADJUSTMENT OF PRONOUNS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 166, confers upon a municipality, the proprietary powers to enable them to conduct municipal government, perform municipal services designed to promote the public health, safety and general welfare of its citizens and when not expressly prohibited by law; and

WHEREAS, consistent with City of Mount Dora Charter, Section 9, the City may create and/or empanel voluntary boards and committees as it deems necessary and appropriate to carry out the functions and services of the City; and

WHEREAS, from time to time the City of Mount Dora provides updates and amendments to voluntary boards and committees which it creates and/or empanels; and

WHEREAS, on April 15, 2008, the City adopted City of Mount Dora Ordinance No.: 977, which created the Public Arts Commission; and

WHEREAS, the City of Mount Dora has determined that it is appropriate to update and revise the City of Mount Dora Code of Ordinances, Chapter 2, Article VIII, Boards and Commissions, Division 4, Public Arts Commission, Section 2-312, Membership and Terms, as set forth herein, in order to advance a legitimate public purpose and promote and protect the health, safety and welfare of the citizens of the City of Mount Dora.

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 the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDING CHAPTER 2, ARTICLE VIII, BOARDS AND COMMISSIONS, DIVISION 4, PUBLIC ARTS COMMISSION, SECTION 2-312, MEMBERSHIP AND TERMS.

The City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article VIII, Boards and Commissions, Division 4, Public Arts Commission, Section 2-312, Membership and Terms, is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~striketrough~~ constitutes deletions from existing text and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 2-312. – Membership and terms.

- (a) Members of the public arts commission shall consist of seven (7) members ~~appointed by the city council with one (1) member being appointed by the Mayor and one member appointed by each of the six (6) City Council members.~~ The commission shall be composed of members with skills and experience derived as a preference, and not as a requirement for selection and appointment, to the following criteria, whenever possible. When possible, two individuals will be chosen from the following discipline of landscape architect, architect, urban planning, engineering, or a related design discipline:
- (1) Two professional artists.
 - (2) One citizen knowledgeable in the field of public art, education or community affairs.
 - (3) One representative from the Board of the Mount Dora Center for the Arts.
 - (4) One at-large citizen.
- (b) The Public Arts Commission shall serve at the pleasure of the City Council pursuant to the City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article VIII, Boards and Commissions. ~~All members shall reside, own property or work in the city; however, four of the seven members must be residents of the city.~~
- (c) ~~The term shall be two years in length, staggered such that not more than four of the two-year terms expire in any calendar year. Once a person has served three full and consecutive terms on the commission, that person shall not be eligible for reappointment to the board for a length of time equal to one full term on the commission.~~
- (d) ~~Unexcused absence from three regular public arts commission meeting during any calendar year by a public arts commission member shall be considered a forfeiture of that member's seat on the commission.~~

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. 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 Public Arts Commission, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. CODIFICATION; SCRIVENER'S ERRORS.

A. Sections in this Ordinance shall be codified in the City of Mount Dora Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the City of Mount Dora Code of Ordinances.

B. 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 with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance 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 become effective immediately upon its passage and adoption.

[Signatures on Following Page]

FIRST READING: March 21, 2023

SECOND READING: _____

PASSED AND ADOPTED this ____ day of _____ 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk

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

Sherry G. Sutphen, City Attorney



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

DATE: March 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of first reading of **Ordinance No. 2023-08**, Revising Parks and Recreation Advisory Board

Introduction:

This is an opportunity for Council to approve the first reading of Ordinance 2023-08, Revising Parks and Recreation Advisory Board.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:

On November 1, 2022, Council adopted Ordinance No. 2022-26, which established uniformity regarding board and commission membership. The ordinance revised Chapter 2, Article VIII, Division 1, in the City's Code of Ordinances, which contains general information applicable to all city-appointed boards and commissions.

Proposed Ordinance No. 2023-08 removes membership requirements that are not consistent with Ordinance No. 2022-26, removes portions that are now addressed in Ordinance 2022-26, and removes requirements which are no longer applicable.

Ordinance No. 2023-08, Revising Parks and Recreation Advisory Board:

- removes language regarding a residency requirement;
- removes language allowing alternate members;
- removes language regarding term length; and

- removes language regarding absences.

Budget Impact:

There is no budget impact for this item.

Strategic Impact:

Uniform membership standards for City-appointed boards and commissions demonstrate principals consistent with all elements of the City's strategic plan.

Recommendation:

Council approve the first reading of Ordinance No. 2023-08, Revising Parks and Recreation Advisory Board.

Attachment(s):

1. Ordinance No. 2023-08 Revising Parks and Recreation Advisory Board.SGSclean

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 3/15/2023
Approved - 3/15/2023
Final Approval - 3/15/2023

ORDINANCE NO.: 2023-08

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE PARKS AND RECREATION ADVISORY BOARD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 2, ADMINISTRATION, ARTICLE VIII, BOARDS AND COMMISSIONS, DIVISION 3, PARKS AND RECREATION BOARD, SECTION 2-292, MEMBERSHIP AND TERMS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION, SCRIVENER'S ERRORS AND THE ADJUSTMENT OF PRONOUNS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 166, confers upon a municipality, the proprietary powers to enable them to conduct municipal government, perform municipal services designed to promote the public health, safety and general welfare of its citizens and when not expressly prohibited by law; and

WHEREAS, consistent with City of Mount Dora Charter, Section 9, the City may create and/or empanel voluntary boards and committees as it deems necessary and appropriate to carry out the functions and services of the City; and

WHEREAS, from time to time the City of Mount Dora provides updates and amendments to voluntary boards and committees which it creates and/or empanels; and

WHEREAS, on January 21, 1992, the City adopted City of Mount Dora Ordinance No.: 592, which created the Parks and Recreation Advisory Board; and

WHEREAS, the City of Mount Dora has determined that it is appropriate to update and revise the City of Mount Dora Code of Ordinances, Chapter 2, Article VIII, Division 3, Parks and Recreation Board, Section 2-292, Membership and terms, as set forth herein, in order to advance a legitimate public purpose and promote and protect the health, safety and welfare of the citizens of the City of Mount Dora.

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 the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VIII, BOARDS AND COMMISSIONS, DIVISION 3, PARKS AND RECREATION ADVISORY BOARD, SECTION 2-292, MEMBERSHIP AND TERMS.

The City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article VIII, Boards and Commissions, Division 3, Parks and Recreation Advisory Board, Section 2-292, Membership and Terms, is hereby amended as follows:

Note: Underlined words constitute additions to existing text and ~~striketthrough~~ constitutes deletions from existing text.

Section 2-292. – Membership and terms.

- ~~(a) — Members of the parks and recreation board shall be residents of the city~~ The parks and recreation board shall consist of seven (7) regular members, with one (1) member being appointed by the Mayor and one (1) member appointed by each of the six (6) City Council members. The parks and recreation board shall serve at the pleasure of the City Council pursuant to the City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article VIII, Boards and Commissions. ~~and two alternate members to sit in the absence of a regular member, who shall be appointed by the city council. After the initial board, the terms of office for members of the parks and recreation board shall be two years.~~
- ~~(b) — Unexcused absence from three regular parks and recreation board meetings during any calendar year by a parks and recreation board member shall be considered a forfeiture of that member's seat on the board.~~

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. 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 Parks and Recreation Advisory Board, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. CODIFICATION; SCRIVENER'S ERRORS.

A. Sections in this Ordinance shall be codified in the City of Mount Dora Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the City of Mount Dora Code of Ordinances.

B. 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 with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance 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 become effective immediately upon its passage and adoption.

FIRST READING: March 21, 2023

SECOND READING: _____

PASSED AND ADOPTED this ____ day of _____ 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk

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

Sherry G. Sutphen, City Attorney



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

DATE: March 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of first reading of **Ordinance No. 2023-09**, Revising Library Advisory Board

Introduction:

This is an opportunity for Council to approve the first reading of Ordinance 2023-09, Revising Library Advisory Board.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:

On November 1, 2022, Council adopted Ordinance No. 2022-26, which established uniformity regarding board and commission membership. The ordinance revised Chapter 2, Article VIII, Division 1, in the City's Code of Ordinances, which contains general information applicable to all city-appointed boards and commissions.

Proposed Ordinance No. 2023-09 removes membership requirements that are not consistent with Ordinance No. 2022-26, removes portions that are now addressed in Ordinance 2022-26, and removes requirements which are no longer applicable.

Ordinance No. 2023-09, Revising Library Advisory Board:

- removes language allowing for alternate members;
- removes language regarding a residency requirement;
- removes language regarding term staggering; and

- removes language regarding term length and required breaks.

Budget Impact:

There is no budget impact for this item.

Strategic Impact:

Uniform membership standards for City-appointed boards and commissions demonstrate principals consistent with all elements of the City's strategic plan.

Recommendation:

City Council to approve the First Reading of Ordinance No. 2023-09, and hold a hearing for the second reading and adoption.

Attachment(s):

1. Ordinance No. 2023-09 Revising Library Advisory Board.SGS

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 3/15/2023

Approved - 3/15/2023

Final Approval - 3/15/2023

ORDINANCE NO.: 2023-09

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE LIBRARY ADVISORY BOARD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 30, LIBRARY, ARTICLE II, LIBRARY BOARD, SECTION 30-25, ORGANIZATION; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION, SCRIVENER'S ERRORS AND THE ADJUSTMENT OF PRONOUNS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 166, confers upon a municipality, the proprietary powers to enable them to conduct municipal government, perform municipal services designed to promote the public health, safety and general welfare of its citizens and when not expressly prohibited by law; and

WHEREAS, consistent with City of Mount Dora Charter, Section 9, the City may create and/or empanel voluntary boards and committees as it deems necessary and appropriate to carry out the functions and services of the City; and

WHEREAS, from time to time the City of Mount Dora provides updates and amendments to voluntary boards and committees which it creates and/or empanels; and

WHEREAS, on August 1, 1989, the City adopted City of Mount Dora Ordinance No.: 520, which created the Library Advisory Board; and

WHEREAS, the City of Mount Dora has determined that it is appropriate to update and revise the City of Mount Dora Code of Ordinances, Chapter 30, Article II, Library Board, Section 30-25, Organization, as set forth herein, in order to advance a legitimate public purpose and promote and protect the health, safety and welfare of the citizens of the City of Mount Dora.

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 the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDING CHAPTER 30, LIBRARY, ARTICLE II, LIBRARY BOARD, SECTION 30-25, ORGANIZATION.

The City Of Mount Dora Code of Ordinances, Chapter 30, Library, Article II, Library Board, Section 30-25, Organization, is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~striketrough~~ constitutes deletions from existing text and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 30-25. – Organization.

(a) *Created; composition; terms of members.* There shall be a library board to advise the city council on such matters relating to the library as the council may from time to time request. The library board shall consist of seven (7) regular members, with one (1) member being appointed by the Mayor and one member appointed by each of the six (6) City Council members. The library board members shall serve at the pleasure of the City Council pursuant to the City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article VIII, Boards and Commissions. ~~and two alternate members to sit in the absence of a regular member, the majority of whom shall be residents of the city's utility district and who shall be appointed by city council. Members shall be appointed for staggered two-year terms.~~

(b) *Vacancies.* Terms of library board members shall coincide with the calendar year, and vacancies shall be filled for the remainder of an unexpired term. ~~Any person who has served six consecutive years on the library board shall be ineligible for reappointment for a period of one year.~~

(d) *Ethics; financial disclosure; public records.* Members of the library board shall comply with all applicable federal and state laws regarding ethics, financial disclosure, open conduct of public business, and public records. ~~Members of the library board shall serve in accordance with the city ordinances, and may be removed by the city council.~~

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. 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 Library Advisory Board, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. CODIFICATION; SCRIVENER'S ERRORS.

A. Sections in this Ordinance shall be codified in the City of Mount Dora Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the City of Mount Dora Code of Ordinances.

B. 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 with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance 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 become effective immediately upon its passage and adoption.

FIRST READING: March 21, 2023

SECOND READING: _____

PASSED AND ADOPTED this ____ day of _____ 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk

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

Sherry G. Sutphen, City Attorney



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

DATE: March 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request adoption of **Resolution No. 2023-14**, New Power Surge Protection Program

Introduction:

This request is for City Council to approve Resolution 23-14 which allows the Electric Utility to set up a new surge protection program giving customers the ability to lease a surge device that will be installed and maintained by the Electric Utility. This device is designed to protect the home's major appliances from electrical power surges that may enter the home due to various reasons.

Discussion:

Several customers have been asking if the Mount Dora Electric Utility offers a surge protection program against power surges. Many customers from other utilities are familiar with a surge protection program as many other utilities across the state offer this.

Power surges are sudden, powerful increases in voltage which can damage or destroy household appliances and electronic devices. Surges can be caused by several different things, but the most common cause is lightning, which is very prevalent in Florida. When a residential customer signs up for the program, a surge protection device that is purchased and installed by the Utility will be placed at the electric meter. This will help protect from voltage surges entering the home and keep large appliances from damage.

The manufacturer of the device will offer a customer warranty for the customer's major appliances. The customer will pay Mount Dora a one-time installation fee of \$40.00 and a monthly lease fee of \$7.50 for the device. This will be charged on the customer's monthly utility bill. With the continued leasing of the device, this program will produce a small revenue stream which will cover cost and make a small profit to be used to mitigate utility rates.

To get this program started, Mount Dora has selected Meter-Treater Inc as a single source vendor to provide the protection devices with a 15 year customer warranty for major home

appliances. Mount Dora will purchase the devices as part of inventory and install them as requested. As stated in the customer agreement, the City of Mount Dora will not be liable for any damage on the customers' premises. If this occurs, it will all be handled between the customer and the manufacturer directly.

Budget Impact:

For the remainder of this year, we project to install approximately 60 devices at \$5,160. When adding other expected miscellaneous cost of \$2,000, our total cost for FY2023 is estimated at \$7,160. This does not include the expected revenue stream. This cost will be absorbed into our existing operating budget.

Strategic Impact:

Allows the Electric Utility to offer surge protection services recently requested by customers

Recommendation:

City Council approve Resolution No. 23-14, allowing the Electric Utility to offer a new surge protection program.

Attachment(s):

1. Resolution 2023-14 Surge Protection Program.SGS

Prepared by: Steve Langley, Electric Utility Director

Reviewed by: Wayne Zimmerman, Deputy Electric Utility Director

Steve Langley, Electric Utility Director

Aneta Barton, Budget Director

Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 2/23/2023

Approved - 2/23/2023

Approved - 2/23/2023

Approved - 3/15/2023

Approved - 3/15/2023

Final Approval - 3/15/2023

RESOLUTION NO. 2023-14

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ELECTRIC UTILITY SURGE PROTECTION PROGRAM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ADOPTION OF SURGE PROTECTION PROGRAM; 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, the City of Mount Dora owns and operates an electric utility for the benefit of both residential and business customers; and

WHEREAS, power surges are sudden, powerful increases in voltage which can damage or destroy household appliances and electronic devices; and

WHEREAS, the City has determined that Meter Treater, Inc., is a single source provider of surge protection equipment because of the special warranty provided with the equipment for the benefit of the City's electric utility customers; and

WHEREAS, the City has determined that it is in its best interest to offer a meter-based surge protection program to better serve its residential and commercial utility customers.

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. Adoption of Surge Protection Program. The Electric Utility Surge Protection Program is hereby established and adopted for implementation.

A. The person(s) or authorized representative of an entity holding an electric utility account with the City of Mount Dora (the "Utility Customer") may apply to participate in the Surge Protection Program at a property upon which the Utility Customer maintains electric service in the City of Mount Dora (the "Premises").

B. Participation in the Surge Protection Program will require the Utility Customer to pay of a one-time installation fee, payable on the utility bill immediately following installation of the Surge Protection Equipment on the Premises. The initial installation fee as of the adoption of this Resolution shall be \$40.00. The installation fee may change, from time to time, through the

City's adoption of revisions to its Master Fee Schedule. In addition, the Utility Customer shall pay a monthly fee which will begin on the monthly utility bill immediately following installation of the Surge Protection Equipment. The initial monthly fee as of the effective date of this Resolution shall be \$7.50. The monthly fee may change, from time to time, through the City's adoption of revisions to its Master Fee Schedule.

C. A Utility Customer seeking to participate in the Surge Protection Program shall submit to the City any and all documentation, as required by the City in its sole discretion, including a fully executed agreement which requires at a minimum:

- i. Participation in the Surge Protection Program for at least a twelve (12) month period prior to termination.
- ii. In the event of termination of participation in the Surge Protection Program prior to the end of the twelve (12) month period, the remainder of the monthly payments will be immediately due and will appear on the next utility bill following such termination. Thereafter, termination of participation in the Surge Protection Program may occur at any time.
- iv. Any warranty provided by the Surge Protection Equipment Manufacturer will be provided directly to the Utility Customer and the City will not be liable for any damage to the Utility Customer's property despite participation in the Surge Protection Program.

D. Upon approval of a Utility Customer's Surge Protection Program application, the City will install the Surge Protection Equipment on the Premises, as soon as possible based on the City's schedule. The Surge Protection Equipment will be installed directly on the City's electric meter located on the Premises.

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 of Mount Dora pertaining to the Electric Utility Surge Protection Program, 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 21st day of March, 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk

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

Sherry G. Sutphen, City Attorney



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

DATE: March 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request adoption of **Resolution No. 2023-13**, Establishing a Law Enforcement Training Sponsorship Program

Introduction:

This is a request for City Council to approve Resolution No. 2023-13, Establishing a Law Enforcement Training Sponsorship Program.

Discussion:

Law enforcement officer recruiting is one of the most challenging issues for the Mount Dora Police Department. Staff has determined that it is in the best interest of the City to establish a Law Enforcement Training Sponsorship Program in order to attract, develop and retain qualified law enforcement officers. The proposed program will allow the City to screen and hire qualified law enforcement officer recruits, providing them with training pay, sponsorship at a criminal justice academy, books, uniforms, and officer field training. In exchange, recruits agree to work for the City as a Certified Law Enforcement Officer for three (3) years from the date of swearing-in as a law enforcement officer. If the recruit terminates employment at any time before three years from the date of swearing-in, he or she would be required to repay the City for pre-employment screening and testing, academy tuition, uniforms, books, and officer field training. Similar programs are in place at law enforcement agencies across Central Florida, including Clermont Police Department and University of Central Florida Police Department.

Budget Impact:

No budget impact at this time. Police Department will utilize available budgeted salary and training dollars, as well as budgeted positions to hire recruits.

Strategic Impact:

Goal 2: Infrastructure/Public Safety

Goal 3: Fiscal Resources/Human Resources, Objective 3.2. Attract and maintain city human resources through competitive compensation and benefits.

Recommendation:

City Council approve Resolution No. 2023-13, Establishing a Law Enforcement Training Sponsorship Program.

Attachment(s):

1. Resolution 2023-13 Law Enforcement Training Recruitment Program.SGS

Prepared by: Merry Lovern, Executive Assistant

Reviewed by: Michael Gibson, Interim Chief of Police
Kim Helfant, Human Resources Manager
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 3/13/2023

Approved - 3/14/2023

Approved - 3/14/2023

Approved - 3/15/2023

Approved - 3/15/2023

Final Approval - 3/15/2023

RESOLUTION NO. 2023-13

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE LAW ENFORCEMENT TRAINING SPONSORSHIP PROGRAM; PROVIDING LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE CREATION OF THE LAW ENFORCEMENT TRAINING SPONSORSHIP PROGRAM; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, maintaining public safety is a top priority of the City of Mount Dora and its Police Department; and

WHEREAS, the City of Mount Dora recognizes that one of the most challenging issues for its Police Department is staying competitive in the officer recruitment market; and

WHEREAS, by enhancing recruiting efforts, the City of Mount Dora Police Department will be in a better position to hire and retain qualified law enforcement officers; and

WHEREAS, the City of Mount Dora has determined that establishing the Law Enforcement Training Sponsorship Program (the "Program") is in the best interest of the citizens of and visitors to the City of Mount Dora.

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. Creation of Law Enforcement Training Sponsorship Program. The Law Enforcement Training Sponsorship Program is hereby created as follows:

- A. Individuals desiring to be considered for the Law Enforcement Training Sponsorship Program shall submit the necessary application, and/or such other such documentation as the City in its sole discretion deems necessary and appropriate or as otherwise requested by the Police Chief or designee thereof.

- B. Upon receipt of the appropriate application and other necessary documentation, the Police Chief or designee thereof shall:
1. administer various pre-employment examinations to the individual; and
 2. conduct a background investigation to determine whether the individual is an appropriate candidate for employment as a Law Enforcement Officer Recruit with the City of Mount Dora.
- C. If, following the complete screening of the individual, the Police Chief or designee thereof determines that the individual is an appropriate candidate for employment as a Law Enforcement Officer Recruit with the City of Mount Dora, the Police Chief or designee thereof shall recommend the individual to the City Manager for approval.
- D. Upon Approval by the City Manager, the individual shall be hired by the City of Mount Dora as a Law Enforcement Officer Recruit (“Recruit”).
- E. The Recruit shall enter into a Law Enforcement Training Sponsorship Program Agreement, in a form approved by the City Attorney, which shall at a minimum include the following:
1. The Recruit shall commit to working as a fulltime employee with the City of Mount Dora for a period of three (3) years from the date of being sworn in as a Law Enforcement Officer (“Obligation Period”).
 2. The Recruit shall not voluntarily terminate or separate employment from the City of Mount Dora during the Obligation Period.
 3. In the event the Recruit voluntarily terminates or separates employment from the City of Mount Dora during the Obligation Period, he or she shall reimburse the City for all amounts paid as part of the Law Enforcement Training Sponsorship Program based on the following prorated schedule:
- | Year | Amount of Reimbursement |
|--------------------|-------------------------|
| Within First Year | 100% |
| Within Second Year | 50% |
| Within Third Year | 25% |
4. After expiration of the Obligation Period, all requirements of the Law Enforcement Training Sponsorship Program Agreement shall be deemed complete with no further obligations on the part of the Law Enforcement Officer Recruit related to this program.
- F. The City Manager is hereby authorized to execute Law Enforcement Training Sponsorship Agreements, in the form approved by the City Attorney, on behalf of the City of Mount Dora.

SECTION 3. 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 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the Law Enforcement Training Sponsorship Program, 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 _____ day of March, 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

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

Sherry G. Sutphen
City Attorney



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

DATE: March 21, 2023

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 2023 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 following:

- February 2023 Monthly Report
- 2023 Legislative Session Newsletter - Interim Committee Week 6
- 2023 Legislative Session Newsletter - Interim Committee Week 7
- Pre-Session Memo
- 2023 Legislative Session Newsletter - Week 1

Budget Impact:

Lobbyist Activities are funded in account 421-1910-536.31-11 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. Mount Dora February 2023 Report
2. Newsletter_ 2023 Legislative Session – Interim Committee Week 6
3. Newsletter_ 2023 Legislative Session – Interim Committee Week 7
4. 2023 Pre-Session Memo
5. Newsletter_ 2023 Legislative Session – Week 1

Prepared by: Merry Lovern, Executive Assistant

Reviewed by: Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 3/13/2023

Final Approval - 3/13/2023

February 27, 2023

**City of Mount Dora
February Activity Report**

Important March Dates

March 7th, 2023- Frist Day of the 2023 Regular Session

Communications

- Patrick Comiskey
 - Chiefs of Police legislation
 - Cybersecurity Grant Information
- Interim Committee Week Newsletters
- Attestation forms for Appropriations Projects
- Meeting with Debbie Dennis, Chief Legislative Assistant to Senator Baxley, re Mount Dora Resource & Recreation Center and Donnelly Street Milling and Resurfacing Project
- CSX intelligence gathering
- Department of Health – Mount Dora Country Club invite re: Curaleaf facility
 - Note – DACS does not have oversight

Next Steps

- Continue to update Mount Dora on grant opportunities
- Schedule meeting with DACS re Marijuana Facility
- Continue to provide updates during Session
- Continue to meet with project sponsors and Subcommittee Appropriations Chairs
- Tallahassee Visit April 4 & 5

Ryan Matthews/Angela Drzewiecki



2023 Legislative Session – Interim Committee Week 6

February 17, 2023

By: [Angela M. Drzewiecki](#) and [Ryan E. Matthews](#)

This week saw relatively little movement from the Legislature as the focus was on the Governor’s recommended budget, which was presented in multiple committees in both the House and Senate. The Governor’s budget, which came in at \$114 billion, focused heavily on tax relief while noting that the proposals equated to the largest tax reduction in the state’s history.

The tax relief proposal includes a “Freedom Summer” tax holiday which will run from Memorial Day through September 4. This tax holiday is estimated to save Florida families more than \$224 million. Items included are:

- Admission to events and performances such as concerts, movies, and sporting events
- Admission to state parks and museums
- Boating and water activity supplies
- Camping supplies
- Fishing supplies
- Sports equipment
- Residential pool supplies

The proposal supports homeowners by providing a permanent sales tax exemption on gas stoves, estimated to save Florida homeowners \$7 million. Additionally, the plan proposes a two-year extension of the sales tax exemption on natural gas fuel, estimated to save Floridians \$1.2 million, and a one-year sales tax holiday on Energy Star appliances.

Savings for small businesses are also included in the plan. Currently, businesses and vendors that choose to e-file taxes with the Department of

2023 Legislative Session Important Dates

February 20th - 24th

Interim Committee Week 7



March 3rd

5:00 p.m. - Senate deadline for approving final drafts of general bills and joint resolutions, including companion bills.

House Member Bill Final Draft Form
Deadline: All Member bill requests must be in final draft form, including requests for companion bills no later than 5 p.m.



March 6th

House Attestation Form Deadline for Appropriations Project Requests



March 7th

12:00 noon - deadline for filing bills for introduction



March 7th

First Day of Session

Revenue can save up to \$30. The Framework for Freedom tax relief plan proposes to double these savings to \$60. This is estimated to save Florida businesses \$141.4 million.

◆
May 5th
60th Day - Last Day of Regular Session
◆

[Florida Senate Calendar](#)

[Florida House Calendar](#)

DEP Announces New Green Stormwater Infrastructure Webinar Series

The Florida Department of Environmental Protection is partnering with the Florida-Friendly Landscaping™ program and Ferguson Waterworks to host a nine-part webinar series informing communities on green stormwater infrastructure and how they can implement these methods to protect Florida's water resources.

To register for the next webinar

What: Funding Green Stormwater Infrastructure

When: 11 am EST, March 16, 2023

How: [Register Online](#)

Proposed Legislation

At a press conference Wednesday, Governor DeSantis announced a new legislative proposal creating a "Digital Bill of Rights," which includes a ban on TikTok and other social media platforms with ties to China from being accessed through internet services at colleges, universities, and public K-12 schools. It would also prohibit state and local government employees from coordinating with Big Tech companies to censor protected speech.

Bills of Interest Filed

[Senate Bill 696](#) / [House Bill 729](#) (Identical)

SB 696 (by Ingoglia) was filed on February 10 and is titled Local Officials. HB 729 (by Holcomb) was filed on the same day and is titled Local Officials' Employment Contracts. The bill provides that the employment contracts for a county administrator, a county attorney, a chief executive officer of a municipality, and a municipal attorney, a district school superintendent, or an attorney employed by a district school board are not to be renewed, extended, or renegotiated within 12 months before an August primary election. SB 696/HB 729 would become effective on July 1, 2023.

[Senate Bill 698](#) / [House Bill 731](#) (Identical)

SB 698 (by Ingoglia) was filed on February 10 and is titled Local Tax Referenda Requirements. HB 731 (by Temple) was filed on the same day and carries the same title. The bills require a referendum to reenact an expiring tourist development tax or tourist impact tax, respectively, to be held at the general election immediately preceding the expiration date of the tax. They require a referendum to approve a millage rate increase for a children's services independent special district property tax to be held at the general election immediately preceding the effective date of the increase. The bills also require a referendum to reenact an expiring local government discretionary sales surtax to be held at the general election immediately preceding the expiration date of the surtax. Finally, the bills delete provisions that authorize school district millage elections to be held at any time and specify a limit on such elections. If passed, the bills would take effect on July 1, 2023.

[HB 125](#) / [SB 124](#) (Similar)

HB 125 (by McClain) establishes an alternative procedure by which the Public Service Commission (PSC) may establish a rate base value for acquired utility systems and for that rate to be reflected in the acquiring utility's next rate case for ratemaking purposes. The bill establishes a procedure for appraisals of utility systems, provides contents required for the approval of the rate base value, and provides the duties of the PSC regarding petitions. The bill has been referred to the Energy, Communications & Cybersecurity Subcommittee; the State Administration & Technology Appropriations Subcommittee; and the Commerce Committee.

HB 235/SB 350

HB 235 (by Robinson Jr.) revises the requirements related to agreements to pay for or construct certain improvements. The bill authorizes local governments to adopt alternative mobility planning and fee systems and prohibits the alternative system from imposing responsibility for funding existing transportation deficiencies upon new developments. It also revises the requirements for calculation of impact fees, removes the ability of a local government, school district, or special district to increase impact fees in certain instances, and provides requirements for mobility fees-based funding systems, mobility fees, and fee increases. The bill specifies criteria to be used in adopting a mobility plan and mobility fee for transportation mitigation improvements, prohibits courts from using the deferential standard for specified purposes, and provides for specified mobility fee credits. HB 235 has been referred to the Local Administration, Federal Affairs & Special Districts Subcommittee; the Ways & Means Committee; and the Commerce Committee.

Questions?

Contact [Angela M. Drzewiecki](#) or [Ryan E. Matthews](#)

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2023 Legislative Session – Interim Committee Week 7

February 27, 2023

By: [Angela M. Drzewiecki](#) and [Ryan E. Matthews](#)

Legislators were briefly in Tallahassee last week for the seventh and final interim committee week prior to the commencement of the 2023 Legislative Session on March 7.

Governor Ron DeSantis released a proposal for legislation dealing with immigration that reversed a decision made by a previous Legislature regarding offering tuition breaks to undocumented citizens at Florida schools. The measure was initially proposed and sponsored by his current Lieutenant Governor during her time in the House. The proposal would also require all employers to utilize E-verify, a federal database that allows employers to check workers' employment status. The timing of the release of this particular legislative proposal is but another indication that the Governor will soon announce a presidential run.

On Friday, the House Civil Justice subcommittee passed the largest tort reform package in recent history. House Judiciary Chair Tommy Gregory (R-Lakewood Ranch) filed [HB 837](#) on February 15, shortly after Governor DeSantis called for "eliminating one-way attorney fees and fee multipliers for all lines of insurance, modernizing Florida's 'bad faith' law, and protecting small businesses from paying exorbitant damages." HB 837 has provisions that address Governor DeSantis' concerns. It would repeal one-way attorney fees for all insurance disputes. Consumer advocates say one-way attorney fees, which favor plaintiffs, were enacted to help policyholders enforce their contracts. The measure would move Florida from what a staff

2023 Legislative Session Important Dates

March 3rd

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House Member Bill Final Draft Form Deadline: All Member bill requests must be in final draft form, including requests for companion bills no later than 5 p.m.



March 6th

House Attestation Form Deadline for Appropriations Project Requests



March 7th

12:00 noon - deadline for filing bills for introduction



March 7th

First Day of Session



May 5th

60th Day - Last Day of Regular Session

analysis calls a “pure comparative negligence standard” to a “modified comparative negligence standard.” The change would prohibit a plaintiff from recovering any damages if they are found to be more than 50% at fault. We anticipate other priorities of the Governor’s administration pass fairly easily as the Legislature reconvenes, such as constitutional carry, abortion, and ESG reform.

[Florida Senate Calendar](#)

[Florida House Calendar](#)

Florida Tourism

In a report released last week, Governor DeSantis announced that Florida had record visitation in 2022, exceeding even pre-pandemic levels. VISIT FLORIDA estimates Florida welcomed 137.6 million visitors in 2022, a 5% increase from 2019 and a 12.9% increase from 2021. Between October and December 2022, Florida welcomed 33.2 million visitors, marking the sixth consecutive quarter to surpass pre-pandemic visitation levels. Florida hit record numbers even with foreign visitation being 28% lower than 2019 due to visa wait times and federal government mandates.

The latest VISIT FLORIDA estimates show that 2 million of Q4 2022 visitors were from overseas, an increase of 35.5% from Q4 2021. Canadian travelers accounted for 1 million visitors in Q4 2022, an increase of 278% from Q4 2021. Air travelers accounted for 38% of Florida visitors, which aided hotel room nights sold at Florida hotels to increase by almost 13% from 2021. Occupancy of Florida hotels rose 9.4% to 70.5% occupancy in 2022, showing a demand growth that exceeds supply growth.

Bills of Interest Filed

[HB 359 - Local Government Comprehensive Plans](#)

by Representative Duggan

On Wednesday, the House Local Administration, Federal Affairs & Special Districts Subcommittee unanimously passed HB 359. The proposal would let developers and local governments ask judges to order the payment of legal costs from residents or groups who lose in administrative law challenges in local land use cases. The bill also clarifies the scope of review of a local government decision to grant or deny a development order by providing that the order may only be challenged if it would materially alter the property’s use, density, or intensity in a manner not consistent with the comprehensive plan. A similar bill, SB 540, has been filed in the Senate by Senator DiCeglie.

[SB 106 - Florida Shared-use Nonmotorized Trail Network](#)

by Senator Brodeur

SB 106 expands access to Florida’s Wildlife Corridor, connecting the corridor to Florida’s Greenways and Trails System and the SUN Trail Network. The proposal prioritizes the development of “regionally significant trails,” defined as trails crossing multiple counties; serving economic and ecotourism development; showcasing the state’s wildlife areas, ecology, and natural resources; and serving as main corridors for trail connectedness across the state. The bill increases the annual amount allocated for the SUN Trail Network from \$25 million to \$50 million. It would also appropriate \$200 million in nonrecurring funds for the Department of Transportation to boost the planning, design, and construction of the SUN Trail Network.

The bill passed its last committee of reference this week and is headed to the Senate floor, where it is expected to be heard during the first week of the 2023 Legislative Session. Rep. Botana filed an identical House version of the bill, HB 915, last week, but it has yet to be heard in committee.

[SB 998 /HB 935 - Chiefs of Police](#)

by Senator Burgess/Representative Jacques

The proposal, filed this week in the House and Senate, would require cities to hold a

public meeting and give written notice before firing a police chief. The local police chief would also be authorized to have a lawyer, and they would be allowed to sue any person or group for damages for a false complaint made against them.

Questions?

Contact [Angela M. Drzewiecki](#) or [Ryan E. Matthews](#)

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TO: City of Mount Dora
FROM: Ryan Matthews and Angela Drzewiecki
DATE: March 7, 2023
SUBJECT: Pre-Session Memo – 2023 Legislative Session

The 2023 Legislative Session will begin March 7, 2023 and will conclude May 5th. To date, over 1700 bills have been filed that will be heard during the 60-day session. Expect roughly 200-300 more to be released over the course of the coming weeks as bill drafting has been tremendously backlogged. Unlike in years past, in 2023, members of the House are not required to file appropriations requests as bills, therefore the ultimate number of bills filed will be roughly 1100 or so less than years past. As we have traditionally done, we wanted to be sure that you were aware of a number of those bills, particularly those with a significant impact on your interests. Please keep in mind this list is not exhaustive, and should be utilized as only a snapshot of the bills currently filed. Should you have questions, comments, or better yet want to share the direct impact of particular bills, please don't hesitate to reach out to us at any time.

The Governor has recommended the state's largest budget in history at \$114.8 billion dollars. Of the total \$114.8 billion, the General Revenue portion is \$42.4 billion. Florida's total reserves are \$15.7 billion, 13.7 percent of the total budget for the fiscal year. Recall last year's budget came in around \$112 billion, and ultimately the sum of \$3 billion was vetoed by the Governor. Below are some highlighted items of note in the Fiscal Year 2023 proposed budget:

Environment

- \$100 million—Florida Forever Program, including:
 - \$75 million—Division of Stand Lands
 - \$15 million—Florida Communities Trust (FCT)
 - \$10 million— Florida Recreation Development Assistance Program (FRDAP)
- \$200 million—Wastewater grant program
- \$100 million—Indian River Lagoon (IRL) Protection Program
- \$20 million—Florida Keys Area of Critical State Concern

- \$350 million—Statewide resilience projects
- \$56 million—Resiliency planning and coral reef protection

Transportation & Economic Development

- \$4 billion-- Moving Florida Forward Initiative
- \$13.4 billion—Transportation Work Program
- \$12 million—Transport of Unauthorized Aliens
- \$64.36 million—Transportation Disadvantaged
- \$402.7 million—Sadowski Affordable Housing Trust Funds
 - \$121.7 million—State Apartment Incentive Loan (SAIL) Program
 - \$281 million—State Housing Initiatives Partnership (SHIP) Program
- \$100 million—Hometown Heroes Housing Program
- \$100 million—Job Growth Grant Fund
- \$100 million—VISIT FLORIDA

Public Safety

- \$220 million—First Responder Recognition Payments Program
- \$30 million—Recruitment bonus payments for law enforcement officers (\$5,000 to new eligible officers)
- \$25 million—Grants to local governments for E911 system maintenance and implementation of text-to-911
- \$350,000—Training for local government public safety telecommunicators

Health and Human Services

- \$334 million—Opioid Crisis- Treatment, prevention services, recovery support and research.
- \$19 million—Homelessness
- \$531 million—Behavioral Health Services

Proposed Legislation

Municipal Electric Utilities

SB 1380 (Martin) would provide that any municipal electric utility that provides service to customers outside of its corporate boundaries would prospectively be under the regulatory jurisdiction of the Public Service Commission (PSC) for a term of a minimum of five years. The bill has not yet been heard in committee.

Municipal Utilities

HB 1331 (Busatta Cabrera) creates a new statutory provision to specifically authorize outside-the-city surcharges on utility customers (presumably, all utilities), of up to 10%. The outside-the-city surcharge “must be based on the percentage of municipal utility customers located outside the municipal boundaries” and cannot be used in the same way that revenues from municipal public service tax are used (*i.e.*, cannot be included in general fund revenues). It subjects municipal electric and gas utilities that make retail sales to customers outside the city to full PSC regulation, and authorizes the PSC to implement rules for its new jurisdiction. Different from SB 1380, though, it also includes in this sweep, cities selling natural gas, manufactured gas, and other “similar gaseous substance[s].” It authorizes transfers to the general fund from municipal electric or gas utilities, but limits the amount and use of such transfers: The use of general fund transfer is limited to *only* public utility purposes. The percentage of transfer to the general fund from inside-the-city customers revenue must be a fixed amount (either a percentage of the city’s general fund that is supported by utility transfers, or a percentage of the utility revenues that may be transferred). The percentage of transfer to the general fund from outside-the-city customers revenue must be a variable amount, based on the percentage of outside-the-city customers to the total customers of the utility, and must decrease as the number of outside-the-city customers increases. The amount of the transfer must be established (for both the fixed and variable transfers), and thereafter can only be changed, by a referendum of utility customers. The bill has not yet been heard in committee.

Financial Disclosures for Elected Local Officers

HB 37 (Roach) and SB 774 (Brodeur) require all municipal mayors, city commissioners, elected members of a municipal governing body, and all municipal and county managers to file an annual Full Disclosure of Financial Interests (Form 6) with the Florida Commission on Ethics. These individuals are currently required to file only a Limited Disclosure of Financial Interests (Form 1). The proposed legislation would take effect July 1, 2024. HB 37 passed the Ethics, Elections & Open Government Subcommittee 16-2 on January 25th. The Senate Bill has not yet been heard.

Communication Services Tax

SB 1432 (Trumbull) and HB 1153 (Steele) would decrease the current rate levied by the Communication Services Tax (CST) from 4.92 percent to 3.48 percent. The bills would also freeze the current rate in effect on January 1, 2023 until January 1, 2026. Neither bill has been heard in committee as of March 3rd.

Local Ordinances

SB 170 requires counties and cities to produce a “business impact estimate” prior to passing an ordinance, with exceptions. The estimate must be published on the local government’s website and include certain information, such as the proposed ordinance’s purpose, estimated economic impact on businesses, and compliance costs. Additionally, the bill imposes certain conditions on lawsuits brought by any party to

challenge the legal validity of local ordinances as preempted by state law, arbitrary, or unreasonable. SB 170 is ready for floor action after passing two committees of reference. The House has not yet released a companion.

Residential Building Permits

HB 671 (Esposito) and SB 682 (DiCeglie) require local governments to reduce a residential building permit fee by 75% if an owner or contractor retains a private provider for purposes of plans review or building inspection services. The bills also require local governments to provide written notice to an applicant within 3 calendar days of receipt of an application advising the applicant what information is necessary to deem the application/permit complete. If no such notice is provided, the application is deemed complete and approved. The bills have not yet been heard in committee.

Public Construction

CS/HB 383 (Griffitts) and SB 346 (DiCeglie) require a contract for construction services between a local government entity and a contractor to include the estimated cost of each item necessary to complete the work. The bills restrict the ability of local governments to withhold certain amounts under the contract only to those subject to good faith disputes or claims against public surety bonds. The bills also preempt the ability of a municipality to enact a local preference ordinance when awarding a public works project. The bills have not yet been heard in committee.

Sanitary Sewer Lateral Program

HB 661 (Truenow) and SB 1420 (Rodriguez) authorize counties and municipalities to access sanitary sewer laterals within their jurisdiction to investigate, repair or replace the lateral. The bill requires municipalities and counties to notify private property owners within a specified timeframe if the government intends to access the owner's sanitary sewer lateral and provide an anticipated timeframe for the work. It specifies that local governments who establish sanitary sewer lateral programs are legally and financially responsible for all work that is performed and authorizes such programs to use specified state or local funds to evaluate and rehabilitate impaired laterals. The bills have not yet been heard in committee.

Solid Waste Management

SB 798 (Ingoglia) and HB 975 (Holcomb) provide that a city or county may not prohibit or "unreasonably restrain" a private entity from providing recycling or solid waste services to commercial, industrial or multifamily residential properties. In addition, the bills authorize a local government to require such private entities to obtain a permit, license or non-exclusive franchise but specify the local government's fee may not exceed the local government's administrative cost and that the fee must be commensurate with fees for other industries. The bills prohibit the use of exclusive franchise agreements and restrict a local government from providing its own solid waste or recycling services. Current contracts and franchises in place as of January 2023 would be permitted to continue to their date of expiration. The bills have not yet been heard in committee.

Prohibition on Open Primaries and Nonpartisan Elections

HB 405 (Tramont) proposes an amendment to the Florida Constitution that would prohibit nonpartisan elections and open primaries. Only qualified electors with same party affiliation as candidate for office may vote in primary election for such office, to provide that candidates for office may not be prohibited from

disclosing party affiliation or qualifying for office based on party affiliation & to prohibit exclusively nonpartisan elections. The bill has not yet been heard in committee.

Constitutional Amendment: Revised Limitation on Increases of Homestead Property Tax Assessments

SJR 122 (Avila) and HJR 469 (Fernandez-Barquin) would reduce the limitation on annual increases of homestead property tax assessments from 3% to 2%. Currently, the 3% Save Our Homes Cap limits any increase to the assessed value of a homestead exempt property for tax purposes to a maximum of 3% each year. SB 120 would reduce the assessment limit to a maximum of 2% each year. SJR 122 and HJR 469 are constitutional amendments and would require the approval of the Florida Legislature and the voters of Florida. The bills have not yet been heard in committee.

Homestead Exemptions: (Multiple) See: HB 127 (Smith) SB 566 (Wright); SJR 126 (Avila) and HJR 159 (Borrero); HB 101 (Woodson) and SB 184 (Polsky).

Local Tax Referenda Requirements

SB 698 (Ingoglia) and HB 731 (Temple) require referendums to reenact an expiring source of county or municipal revenue to be held at a general election immediately preceding the expiration or enactment date. Sources of revenue identified by the bill include Tourist Development Tax, Children's Services Special District Millage Rate, Dependent District Millage Rates, Municipal Millage Rates in Excess of Limits, Local Government Discretionary Sales Tax, Ninth Cent Fuel Tax and Local Option Fuel Tax. The bills have not yet been heard in committee.

Taxation of Affordable Housing

HB 229 (Cross) and SB 220 (Rodriguez) authorize local governments to adopt ordinances to grant partial ad valorem tax exemptions to property owners whose properties are used to provide affordable housing. The bills have not yet been heard in committee.

Tourist Development Taxes

HB 309 (Shoaf) and SB 640 (Simon) allow for a fiscally constrained county bordering either the Gulf of Mexico or the Atlantic Ocean to utilize up to 10 percent of the tourist development tax revenues received to reimburse for expenses incurred in providing public safety services needed to address impacts related to increased tourism and visitors to the area. However, the revenues may not be used by a county or municipality to supplant the normal operating expenditures for public safety operations related to tourism or special events. The bills have not yet been heard in committee.

Land Development Initiative and Referendum Processes

HB 41 (Garcia) and SB 856 (Rodriguez) would prohibit an initiative or referendum process for any amendment to local land development regulations. The bills are drafted to be remedial in nature and would render null and void any referenda or initiative actions pertaining to land development regulations commenced after June 11, 2011. The bills have not yet been heard in committee.

Land Use and Development Regulations

HB 439 (McClain) revises and amends a variety of elements impacting local government comprehensive planning as well as methodologies in data usage and planning period timeframes. The bill includes local governments must comply with Special Magistrate decisions where land use decisions were challenged by petitioners who were previously denied. Several key terms are redefined such as Density, Intensity, Urban Service Area, and Urban Sprawl. A mandate to use the State Office of Economics, Demographics, and Research as the sole source of data for Comprehensive Planning. Removes the consideration of Levels of Service as a basis for denying a petition. Planned Unit Developments are removed from this section of Florida Statutes. The bill also prohibits the formation of new Design Review Boards unless established before January 1, 2020. The bill has a retroactive date of January 1, 2022. The bill has not been heard in committee and currently has no Senate companion.

Municipal Boundaries

SB 718 (Yarborough) and HB 653 (Canady) specify that before starting annexation procedures, a local government shall prepare a feasibility study for the proposed area. To provide needed clarification on the process of contraction, the bills require a city to get permission from at least 50% of owners in an area proposed to be de-annexed when more than 70% of the land is owned by individuals, corporations or legal entities. "Contraction" means the reversion of property within municipal boundaries to an unincorporated status. Currently corporations have no voice in the contraction process because they are not registered to vote from the land in question. The goal of the legislation is to prevent situations where a small group of property owners has requested a contraction of a large area of land and most of the land in question is owned by a corporation opposed to the contraction. The bills have not yet been heard in committee.

Local Official's Employment Contract

SB 696 (Ingoglia) and HB 729 (Holcomb) prohibit a local government from renewing, extending or renegotiating employment contracts with the Chief Executive Officer of a municipality/county or a municipal/county attorney within 12 months before an August primary election for the Mayor or for members of the governing body. The bills have not yet been heard in committee.

Sovereign Immunity

CS/HB 401 (Beltran) and SB 604 (Gruters) increase the statutory limits on liability for tort claims against the state and its agencies and subdivisions (which include cities). The current statutory limits for claims are \$200,000 per person and \$300,000 per incident. CS/HB 401 was amended to increase the caps for damages against state and local government entities to \$2,500,000 per person and \$5,000,000 per incident. SB 604 (Gruters) would increase the caps to \$400,000 per person and \$600,000 per incident. The bills have not yet been heard in committee.

Florida Shared-Use Nonmotorized Trail Network

SB 106 (Brodeur) and HB 915 (Botana) authorize the Department of Environmental Protection to establish a program to recognize local communities located along or in proximity to one or more long-distance nonmotorized recreational trails as "trail towns." The bills revise provisions relating to the Florida Greenways and Trails Program. The bills authorize the Greenways and Trails Council to recommend priorities for regionally significant trails for inclusion by the Florida Department of Transportation in the Florida Shared Use Nonmotorized Trail Network. The bills revise the responsibilities of the Division of

Tourism Marketing to include promotion of the Florida Greenways and Trails System and the Florida Shared-Use Nonmotorized Trail Network and to coordinate with the Office of Greenways and Trails to promote and assist local communities to maximize use of nearby trails as economic assets. SB 106 is ready for floor action, while HB 915 has not yet been heard in committee.

Land and Water Management

SB 1240 (Burgess) and HB 1197 (Maggard). The bill proposes to prohibit counties and municipalities from adopting laws, regulations, rules, or policies relating to water quality or quantity, pollution control, pollutant discharge prevention or removal, and wetlands. The bill would preempt such regulation to the state and repeals a provision relating to land management review teams. The bills would preempt such regulation to the state and requires the DEP to notify the CFO of certain violations. It also requires the CFO to withhold certain funds and repeals provisions relating to land management review teams. The bills have not yet been heard in committee.

Building Construction

SB 512 (Hooper) and HB 89 (Maggard) would prohibit local enforcing agencies from making or requiring substantive changes to plans or specifications after a permit has been issued and provides that a building code administrator, inspector, or plans reviewer is subject to disciplinary action under certain circumstances. It also would require local fire officials to provide certain information to a permit applicant if building plans do not comply with the Florida Fire Prevention Code or Life Safety Code. The bills have not yet been heard in committee.

Term Limits

SB 1110 (Ingoglia) proposes to establish term limits for county commissions while revising current term limits for district school board members. The bill has not yet been heard in committee.

Term Limits for District School Board Members

HB 477 (Rizo) would revise the term limits for district school board members from 12 to 8 years, with service of a term of office commencing before November 8, 2022 would not be counted toward the new term limitation. The bill has not yet been heard in committee.

Public Construction

SB 346 (DeCeglie) and HB 383 (Griffits) would propose that applications for approval of a development permit or development order which are under review by a municipality are deemed approved after a specified timeframe. It would also require a certain list to include a dollar valuation using reasonable market rates of the estimated cost to complete items on the list, revises the timeframe within which proceedings must commence to resolve disputes between vendors and local governmental agencies, and revises the conditions that require a public entity to pay or release amounts subject to certain disputes or claims. The bills have not yet been heard in committee.

Public Records/Reports of County or Municipal Code Violations

SB 842 (Harrell) proposes an exemption from public records requirements for personal identifying and location information of persons reporting a potential violation of a county or municipal code or ordinance. It

also provides retroactive application and provides for future legislative review and repeal of the exemption. The bill has not been heard in committee.

Local Redistricting

SB 1080 (Yarborough) proposes to prohibit the consideration of the residential addresses of certain persons during the district-drawing process for boards of county commissioners. The bill requires municipalities to fix the boundaries of their districts in a certain manner, specifies that district changes may be made only in odd-numbered years, and prohibits the consideration of the residential addresses of certain persons during the residence-area-drawing process for district school boards. The bill has not yet been heard in committee

Preemption of Recyclable and Polystyrene Materials

SB 498 (Stewart) removes the state preemption of local government laws relating to auxiliary containers, wrappings or disposable plastic bags and removes the state preemption of local government laws relating to the use or sale of polystyrene products. The bill has not yet been heard in committee.

Regulation of Single-Use Plastics

SB 336 (Rodriguez) and HB 363 (Mooney) require the Department of Environmental Protection to submit updated reports analyzing the need for regulation of auxiliary containers, wrappings or disposable plastic bags to the Legislature. The bills also authorize specified coastal communities to establish pilot programs to regulate single-use plastic products. The bills have not yet been heard in committee.



2023 Legislative Session – Week 1

March 10, 2023

By: [Angela M. Drzewiecki](#) and [Ryan E. Matthews](#)

We are pleased to report that the first week of the 2023 Legislative Session has come to a conclusion. For those counting, only 56 days remain! The beginning of the week was filled with pomp and circumstance as both chambers met to welcome the Governor for his State of the State address. Committees were busy as both the House and Senate are playing catch-up due to multiple special sessions and a general methodical pace of the previous committee weeks. The Senate spent time on the floor hearing bills on second and third reading, generally an action reserved for legislative priorities of presiding officers. To that end, Senate President Passidomo passed three priorities through the Senate chambers (Housing, Trails, and Local Government Ordinances) into messages for the House. The House continued to move bills through the process, a majority of which got their first committee hearings this week. Two special sessions have caused the pace of the first week to be a bit faster than normal with both chambers meeting on Monday and Friday, generally something that doesn't occur until roughly week 4.

Appropriations Update

Next week, the Revenue Estimating Conference will meet to establish updated revenue forecasts which will be used to develop allocations for each appropriations committee.

The following week, week 3, we expect the budget to roll out. Detailed funding decisions will be released to the appropriations committees during this week.

2023 Legislative Session Important Dates

April 25th

50th Day rule - last day for regularly scheduled committee meetings



May 1st

55th Day rule: After the 55th day (April 30) of a regular session: no House bills on second reading may be taken up and considered by the House.



May 4th

58th Day rule: After the 58th day (May 3) of a regular session, the House may consider only: Returning Messages, Conference Reports, and Concurrent Resolutions.



May 5th

60th day- last day of Regular Session



[Florida Senate Calendar](#)

Then in Week 4, the full Appropriations Committee will hear the budget and related implementing bills, and begin the amendatory process.

The Senate released a statement this week stating that “based on the Local Funding Initiative Requests received, the Senate is on a pace that is record-breaking. While they are a reflection of districts’ requests for state funding, the Senate will be unable to fulfill all of the received requests.”

We have heard similar from House Leadership regarding the number of projects requested this year.

Stay tuned for more information on the budget.

Bills of Interest

Municipal Utilities

HB 1331 (Busatta Cabrera) creates a new statutory provision to specifically authorize outside-the-city surcharges on utility customers (presumably, all utilities), of up to 10%. The outside-the-city surcharge “must be based on the percentage of municipal utility customers located outside the municipal boundaries” and cannot be used in the same way that revenues from municipal public service tax are used (*i.e.*, cannot be included in general fund revenues). It subjects municipal electric and gas utilities that make retail sales to customers outside the city to full PSC regulation, and authorizes the PSC to implement rules for its new jurisdiction. Different from SB 1380, though, it also includes in this sweep, cities selling natural gas, manufactured gas, and other “similar gaseous substance[s].” It authorizes transfers to the general fund from municipal electric or gas utilities, but limits the amount and use of such transfers: The use of general fund transfer is limited to *only* public utility purposes. The percentage of transfer to the general fund from inside-the-city customers revenue must be a fixed amount (either a percentage of the city’s general fund that is supported by utility transfers, or a percentage of the utility revenues that may be transferred). The percentage of transfer to the general fund from outside-the-city customers revenue must be a variable amount, based on the percentage of outside-the-city customers to the total customers of the utility, and must decrease as the number of outside-the-city customers increases. The amount of the transfer must be established (for both the fixed and variable transfers), and thereafter can only be changed, by a referendum of utility customers. The bill has not yet been heard in committee.

Prohibition on Open Primaries and Nonpartisan Elections

HB 405 (Tramont) proposes an amendment to the Florida Constitution that would prohibit nonpartisan elections and open primaries. Only qualified electors with same party affiliation as candidate for office may vote in primary election for such office, to provide that candidates for office may not be prohibited from disclosing party affiliation or qualifying for office based on party affiliation & to prohibit exclusively nonpartisan elections. The bill has not yet been heard in committee.

Taxation of Affordable Housing

HB 229 (Cross) and SB 220 (Rodriguez) authorize local governments to adopt ordinances to grant partial ad valorem tax exemptions to property owners whose properties are used to provide affordable housing. The bills have not yet been heard in committee.

Tourist Development Taxes

HB 309 (Shoaf) and SB 640 (Simon) allow for a fiscally constrained county bordering either the Gulf of Mexico or the Atlantic Ocean to utilize up to 10 percent of the tourist development tax revenues received to reimburse for expenses incurred in providing public safety services needed to address impacts related to increased tourism and

visitors to the area. However, the revenues may not be used by a county or municipality to supplant the normal operating expenditures for public safety operations related to tourism or special events. The bills have not yet been heard in committee.

Questions?

Contact [Angela M. Drzewiecki](#) or [Ryan E. Matthews](#)

Boca Raton | Fort Lauderdale | Fort Myers | Gainesville | Jacksonville | Key West | Lakeland
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510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Informational - Documents Signed by the City Manager

Introduction:

This is an opportunity for the City Manager to provide information to City Council.

Discussion:

Pursuant to Resolution No. 2017-150, the City Manager has been delegated the authority to sign certain City instruments and documents, provided legal review has been appropriately completed. City Manager Patrick C. Comiskey provides the following documents as a point of information for City Council:

- **Attachment #1:** Letter to Lake County Director of Public Safety/Communications Greg Holcomb authorizing Lake County to pursue Verizon collocation at the State Road 46 site (WWTP#2). A sublease will be brought to City Council for approval at a future date.
- **Attachment #2:** Memorandum of Agreement between the City of Mount Dora and Lake County Supervisor of Elections for Early Voting Site (2024) - W.T. Bland Library
- **Attachment #3:** Memorandum of Agreement between the City of Mount Dora and Lake County Supervisor of Elections for Polling Place (2024) - Precinct #480 MLK Memorial Center
- **Attachment #4:** Island H2O Field Trip Agreement
- **Attachment #5:** Main Event Field Trip Agreement
- **Attachment #6:** Task Authorization for Southeastern Surveying for Simpson Farmhouse Boundary and Topographic Survey
- **Attachment #7:** Engagement Contract with Milliman for Actuarial Equivalence Testing for the Retiree Drug Subsidy

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Informational only.

Attachment(s):

1. Attachment #1 - ltr to Lake County authorizing Verizon co-locate at WWTP#2
2. Attachment #2 - Memo of Agreement Lake County Supervisor of Elections for Early Voting Site 2024 W.T. Bland Library
3. Attachment #3 - Memo of Agreement Lake County Supervisor of Elections for Polling Place 2024 Precinct# 480 MLK Memorial Center
4. Attachment #4 - Island H2O Field Trip Agreement
5. Attachment #5 - Main Event Field Trip Agreement-Order form
6. Attachment #6 - Task Authorization - Southeaster Surveying Simpson Farmhouse Boundary Survey
7. Attachment #7 - Agreement.Milliman Actuarial Equivalence Testing for Retiree Drug Study

Prepared by: Merry Lovern, Executive Assistant
Reviewed by: Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 3/15/2023
Approved - 3/15/2023
Final Approval - 3/15/2023



**CITY OF
MOUNT
DORA**

OFFICE OF THE CITY MANAGER

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

Office of the City Manager
352-735-7126
Fax: 352-383-4801

Customer Service
352-735-7105
Fax: 352-735-2892

Finance Department
352-735-7118
Fax: 352-735-1406

Human Resources
352-735-7106
Fax: 352-735-9457

Planning and Development
352-735-7112
Fax: 352-735-7191

City Hall Annex
900 N. Donnelly St.
Mount Dora, FL 32757

Parks and Recreation
352-735-7183
Fax: 352-735-3681

Public Safety Complex
1300 N. Donnelly St.
Mount Dora, FL 32757

Police Department
352-735-7130
Fax: 352-383-4623

Fire Department
352-735-7140
Fax: 352-383-0881

Public Works Complex
1501 Robie Ave.
Mount Dora, FL 32757
352-735-7151
Fax: 352-735-1539

W. T. Bland Public Library
1995 N. Donnelly St.
Mount Dora, FL 32757
352-735-7180
Fax: 352-735-0074

Website:
www.cityofmoundora.com

March 1, 2023

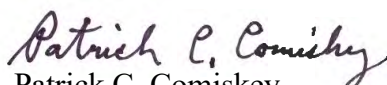
VIA ELECTRONIC MAIL ONLY
gregory.holcomb@lakecountyfl.gov

Gregory A. Holcomb, Director
Department of Public Safety/Communications
Lake County Government
315 W. Main Street
P.O. Box 7800
Tavares, FL 32788

Dear Mr. Holcomb:

In accordance with the 2008 Radio Communications Interlocal Agreement for the State Road 46 site, please allow this correspondence to serve as authorization on behalf of the City of Mount Dora for Lake County to pursue Verizon colocation at the site as described in your February 13, 2023 email. Our IT Director, Jim Faulkner, will be your point of contact for the process, including coordination regarding the sublease. We look forward to working with you through the process and bringing a mutually-agreeable sublease to our respective boards for approval.

Sincerely,


Patrick C. Comiskey
City Manager

cc: Jim Faulkner, IT Director
Aneta Barton, Budget Director

Memorandum of Agreement for Early Voting Site – 2024

Please fill out completely. Keep a copy for your records.

The Owner/Occupant agrees to provide an Early Voting Site to Lake County Supervisor of Elections for the following election(s):

Presidential Preference Primary: Wednesday, March 6 thru Saturday, March 16, 2024

Primary Election: Wednesday, August 7 thru Saturday, August 17, 2024

General Election: Friday, October 18 thru Saturday, November 2, 2024

(All dates above include delivery/setup day – arrival time TBD)

Hours of Operation: 10:00 am – 6:00 pm
(Election Worker Hours: 9:30 am – 6:30 pm)

At the following location: W. T. Bland Library
1995 N. Donnelly St., Mount Dora

Polling Room / Building: Community Rooms



GENERAL INFORMATION

To the extent permitted by Section 768.28, Florida Statutes, the County of Lake, agrees to indemnify and hold harmless the Owner/Occupant for any claims for bodily injury or property damage occurring on the occupied premises arising from negligent acts of the County or any of its agents or employees. In accordance with Florida Statute 102.031(e) the owner, operator, or lessee of the property on which a polling place or an Early Voting site is located, or an agent or employee thereof, may not prohibit the solicitation of voters outside of the no-solicitation zone (measured 150' from the entrance to the polling place) during polling hours.

The Early Voting Site MUST be opened by 10 am and is in continual use until the completion of all election activities each day.

Please Note: Voting equipment is delivered and setup 1 or 2 days before Early Voting starts and pick up is the final day of Early Voting. Owner/Occupant shall make reasonable efforts to safeguard equipment. Also, no video recording (including security surveillance) is allowed in polling room during polling times.

YOUR SPECIAL INSTRUCTIONS: Same operations as in past years.

BUILDING ACCESS / USE

Have the Early Voting Clerk sign out a key the day before the Early Voting begins?

Yes ☒ No ☐

Issue a key to an Election Office employee?

Yes ☒ No ☐

Assign a person to open the building (daily at 9:30 am)?

Yes ☐ No ☒

Supervisor of Elections shall have exclusive use of the Polling Room during Early Voting thru Election Day?

Yes ☒ No ☐

Do you have tables and chairs available for the election board members to use?

Yes ☒ No ☐

Will election board members have access to a kitchen or breakroom facility?

Yes ☒ No ☐

Is there secure on-site storage space for election equipment?

Yes ☒ No ☐

BUILDING ACCESS CONTACTS

Name: Lajun Garry

Name: Cathy Lunday

Phone Number: (352) 735 - 7180 ext. 3101

Phone Number: (352) 735 - 7180 ext. 3110

Cell Number: () -

Cell Number: (352) 932 - 3656

24 HOUR EMERGENCY CONTACT

Name: Cathy Lunday

Name: Lajun Garry

Phone Number: (352) 735 - 7180

Phone Number: (352) 735 - 7180 ext. 3101

Cell Number: (352) 932 - 3656

Cell Number: () -

CONTACT FOR BUILDING KEY

OWNER / OCCUPANT ACKNOWLEDGEMENT

Patrick C. Comiskey / City Manager Mount Dora Address: 510 N. Baker St., Mount Dora, FL 32757

Signature of Owner / Occupant

This Memorandum of Agreement is executed pursuant to the City of Mount Dora Delegation of Authority Policy dated July 16, 2018, adopted under Resolution No. 2017-150.

Phone Number: (352) 735 - 7126

Date: 03 / 13 / 2023

Email Address: cmoffice @cityofmountdora.com

1/27/2023 3:29 PM

D. ALAN HAYS, D.M.D. LAKE COUNTY SUPERVISOR OF ELECTIONS
P.O. Box 457, Tavares, FL 32778 / www.LakeVotes.gov / Tel: 352-253-1438 / Fax: 352-343-3605
duke@lakevotes.gov / bob@lakevotes.gov

Memorandum of Agreement for Polling Place 2024 Precinct # 480

Please fill out completely. Keep a copy for your records.

The Owner/Occupant agrees to provide a Polling Place to the Lake County Supervisor of Elections for the following election(s):

Presidential Preference Primary: Tuesday, March 19, 2024
 Primary Election: Tuesday, August 20, 2024
 Municipal Election: Tuesday, November 5, 2024

At the following location: MLK Memorial Center
 803 Florida Ave., Mt. Dora

Polling Room / Building:

**GENERAL INFORMATION**

To the extent permitted by Section 768.28, Florida Statutes, the County of Lake, agrees to indemnify and hold harmless the Owner/Occupant for any claims for bodily injury or property damage occurring on the occupied premises arising from negligent acts of the County or any of its agents or employees. In accordance with Florida Statute 102.031(e) the owner, operator, or lessee of the property on which a polling place or an Early Voting site is located, or an agent or employee thereof, may not prohibit the solicitation of voters outside of the no-solicitation zone (measured 150' from the entrance to the polling place) during polling hours.

Rental Payment Fee is \$100.00 per Election Held.

Does the owner waive the Rental Payment Fee? Yes ☒ No ☐**Please submit an invoice for payment to the Supervisor of Elections following each election held.**

CHECK SHOULD BE MADE PAYABLE TO: _____

MAILING ADDRESS: _____

The Polling Room MUST be opened by 6 am and is in continual use until the completion of all election activities that day.
 Gated communities must be open to the public at 6 am until the close of polls. Polling hours are 7:00 am – 7:00 pm.

Please Note: Voting equipment is delivered the Thursday or Friday before Election Day and pick up is the Wednesday or Thursday following Election Day. Owner/Occupant shall make reasonable efforts to safeguard equipment. Also, no video recording (including security surveillance) is allowed in polling room during polling times.

YOUR SPECIAL INSTRUCTIONS: Same operation as in years past.**BUILDING ACCESS / USE**

Is it possible for the election team to setup the polling room the afternoon before Election Day?	Yes ☒ No ☐
Have the Precinct Clerk sign out a key the day before the election?	Yes ☒ No ☐
Issue a key to an Election Office employee?	Yes ☒ No ☐
Supervisor of Elections shall have exclusive use of the Polling Room on Election Day?	Yes ☒ No ☐
Do you have tables and chairs available for the election board members to use on Election Day?	Yes ☒ No ☐
Is there secure on-site storage space for election equipment?	Yes ☒ No ☐

BUILDING ACCESS CONTACTSName: Lajun GarryName: Cathy Lunday

Phone Number: (352) 735 - 7180 ext. 3101

Phone Number: (352) 735 - 7180 ext. 3110

Cell Number: () -

Cell Number: (352) 932 - 3656

OWNER / OCCUPANT ACKNOWLEDGEMENT

Patrick C. Comiskey / Mount Dora City Manager
 Patrick C. Comiskey, City Manager
 Signature of Owner / Occupant

Address: 510 N. Baker St., Mount Dora, FL 32757

This Memorandum of Agreement is executed pursuant to the City of Mount Dora Delegation of Authority Policy dated July 16, 2018, adopted under Resolution No. 2017-150.

Phone Number: (352) 735 - 7126

Date: 03 / 13 / 2023Email Address: cmoffice @ cityofmountdora.com**Please return this form and the Polling Place Questionnaire to; duke@lakevotes.gov, or the address or fax # listed below.**

1/27/2023 2:56 PM

D. ALAN HAYS, D.M.D. LAKE COUNTY SUPERVISOR OF ELECTIONS
 P.O. Box 457, Tavares, FL 32778 / www.LakeVotes.gov / Tel: 352-253-1438 / Fax: 352-343-3605
 duke@lakevotes.gov / bob@lakevotes.gov



Youth Group Contract



CITY OF MOUNT DORA - AGREEMENT

Date of Event: Monday, June 5th 2023

This agreement is between Horizon Waterpark, LLC dba Island H2O Live! Water Park, and City of Mount Dora, herein known as COMPANY. This agreement is valid as of the last signature between the Parties hereto. All terms and conditions of the Agreement are incorporated into the Pricing and Services List below. If there is a conflict between a provision of the Agreement and this Pricing and Services List, the Agreement will control.

City of Mount Dora

Island H2O Live! Water Park

Megan Mathews

Trisha Sissons

352-630-9051

407-910-1401 – 407-489-3365

900 N Donnelly St
Mount Dora, FL 32757

Trisha.Sissons@islandh2olive.com

3230 Inspiration Dr., Kissimmee, FL 34747

PRICING AND SERVICES

Company estimates to bring 35 total guests, 30 youth admissions & 5 adult chaperones (teachers). Company agrees to provide Island H2O Water Park with a guaranteed minimum of total guests no later than two days to event date (6/5/23) or June 2nd, 2023

Items	Quantity	Rate	Total
Youth Group Admission	32	\$25.99	\$831.68
Adult Chaperone Comps	3	Comp	\$0.00
Boxed Lunches	35	\$7.99	\$279.65
Park Hours: Monday, June 5 th , 2023 10:00am-6:00pm *One side of pavilion will be reserved for group. Lunch will be delivered at 12pm unless otherwise specified.			Sub-total: \$1,111.33
			1% MEF Fee: \$11.11
			Total Sales Tax (7.5%): EXEMPT
			*TOTAL BALANCE DUE: \$1,122.44

- 25% **non-refundable deposit** in the amount of \$280.61 required upon booking to reserve your date
- If tax-exempt, a valid certificate of tax exemption will be required at time of booking.
- Youth groups will have one free chaperone for every 12 paid students.
- A minimum of 15 students is required for all youth group trips & pricing.
- All groups must arrive together, if anyone arrives after group, it is up to the group to meet the guests with the additional ticket.
- No outside food or beverage is allowed into the park unless there is a dietary restriction that require the guest to bring their own lunch.
- If added, boxed lunches include a deli sandwich, bag of chips and bottle of water.
- Guests are allowed in one 20oz water bottle per person into the park. Students will be able to refill on water at our Coke Free Style machines throughout the park.
- Our Virtual Village Pavilion will be provided at no cost to your group as a place for the group to congregate and have lunch. You will have this reservation for the full day of operation. **Based on availability*
- Final group counts and payment are due two business days prior to your event of (6/5/23)
- Parking fees are not included. Bus parking is free for full-size buses with 15 or more passengers not including the bus driver. Large vans or minibuses will be assessed a parking fee. Buses will be directed by a parking attendant to park in a section of the main lot. If you have single vehicles, they will be charged \$10 per vehicle.
- If you need to reschedule your event you may do so up to two times with no penalty & the rescheduled date must be in the 2023 season
- "Marketing and Entertainment Fee" means the Marketing and Entertainment Fee imposed pursuant to this MEF Covenant against all MEF Sales initiated, consummated, conducted, transacted or otherwise occurring from or within the Project in the amount of one percent (1.0%) of each MEF Sale for the period commencing on the MEF Commencement Date through and until the MEF Termination Date, except as otherwise expressly provided herein.

INITIALS APC

Back of Ticket Agreement And Park Attendee Release of Liability

By use of a ticket, ticket holder ("Holder") agrees with Horizon Waterpark, LLC d/b/a Island H2O Live!, which is the owner of Island H2O Live! as well as the operator/manager of the park Premier Parks, LLC, and their successors and assigns (collectively referred to herein as "Island H2O Live!") that Holder shall abide by all park rules and terms and conditions as they may be from time to time. Holder shall likewise cause the behavior of any minors or others for whom they are custodian, to comport their behavior to conform with same. This agreement also applies to any person at or using the park even without a ticket.

Island H2O Live! shall retain the right to revoke the license granted by this ticket, with or without cause, by tendering to the Holder any monies paid by the Holder to Island H2O Live! for the ticket, excluding any applicable service charges. Island H2O Live! reserves the right, without refund of any portion of the purchase price printed on this ticket, to revoke the license granted by this ticket and refuse admission or eject any person that the Island H2O Live! deems to be in violation of its rules or the terms and conditions.

Holder further grants to Island H2O Live! and its owners, assignees, and each of their respective agents and licensees, the unrestricted right and license to use Holder's image, likenesses, name, voice, comments or other proprietary or public rights and that of any minor accompanying Holder, in any live or recorded broadcast, telecast, photograph, video, audio sound, audiovisual and/or other recording taken in connection with their park attendance, and to use same in any other transmission, distribution, public performance or reproduction, in whole or in part, with or without distortion or identification, for all purposes, worldwide in perpetuity and in any and all media now or hereafter known, without consent or compensation. The rights granted herein are assignable by Island H2O Live! without notice or consideration. Likewise, Holder grants and assigns ownership and the same rights for all of those for whom Holder is parent, custodian, guardian or otherwise responsible or possesses legal rights. Holder for him/herself and those for whom responsible, acknowledges and consents that certain amenities of the park will broadcast and/or transmit live or near-live imagery, video, and audio (and, perhaps, texts) of Holder and those for whom Holder is responsible, via the Internet to the World Wide Web and/or other communications channels again assigning all rights and ownership. The assignment and consents of this paragraph also apply to transmission(s) without limitation. In addition, live video, audio and picture booths may likewise be governed by specific rules of use.

Holder further acknowledges and consents to video, audio and other security surveillance at the park.

Holder consents to security searches and/or screening, including allowing Island H2O Live! and/or their designees to inspect Holder's person (and those of any minors or persons for whom they are responsible accompanying Holder) and any bags, clothing, or other articles for security purposes, by any means.

Any dispute, claim or cause of action regarding the terms of this ticket, attendance at the park or any related activities, or sales or resales of a ticket, shall be brought (i) individually, without resort to any form of class or collective action, and without joinder or consolidation of claims of third parties, and (ii) exclusively before a single private and impartial arbitrator in a confidential, final and binding arbitration held in Kissimmee, Florida and administered by the arbitration rules chosen by the arbitrator (e.g. AAA or JAMS). The arbitrator shall have the power to award any remedies available under applicable law. Any award and any confirming judgement applies only to the arbitration in which it was awarded and cannot be further used in any other case except to enforce the award itself.

*****Waiver and Release of Liability**

By use of this ticket and attending the park, Holder and any persons for whom holder is the custodian (for persons under 18 years of age, the below Minor Release applies in lieu of this release) acknowledges and assumes all risks and dangers incidental to use of the Park and agrees that Horizon Waterpark, LLC d/b/a Island H2O Live!, which is the owner of Island H2O Live! as well as the operator/manager of the park Premier Parks, LLC, and their successors and assigns (collectively referred to herein as "Island H2O Live!"), as well as their owners, parents, subsidiaries, affiliates, sponsors, insurers, officers, employees, managers, shareholders, affiliated entities, agents, representatives, directors, associates, volunteers, contractors, subcontractors, successors and assigns, (collectively, "Released Parties"), shall not be responsible or liable for any personal injury and/or death, property damage, or other loss suffered as a result of the use of the park and/or resulting from the negligence of any Released Party. BY USING THE PARK, HOLDER, ON BEHALF OF HOLDER AND PERSON'S WHOM HOLDER IS CUSTODIAN OF, IS DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES. IF HOLDER DOES NOT WISH TO OR IS NOT AUTHORIZED TO GRANT ALL THE RIGHTS, RELEASES AND WAIVERS SET FORTH IN THIS TICKET, INCLUDING ON BEHALF OF ANY PERSONS OF WHOM HOLDER IS RESPONSIBLE, HOLDER SHOULD IMMEDIATELY LEAVE THE PARK AND/OR ACCOMPANY SUCH PERSONS OUT OF THE PARK.

For the safety of all our guest and team members, we have increased all health and safety measures at Island H2O Live! Water Park. You must follow all posted instructions and instructions given by our team members while visiting.

The CDC and local health departments advise that older adults and people of any age who have serious underlying medical conditions might be at higher risk for severe illness from COVID-19. There is an inherent risk of exposure to COVID-19 while in any public place where people are present. By visiting Island H2O Live! Water Park, you are voluntarily assuming all risks related to exposure to COVID-19.

INITIALS P.C.

*****Minors' Waiver and Release**

NOTICE TO THE MINOR CHILD'S PARENT/GUARDIAN
PURSUANT TO SECTION 744.301, FLORIDA STATUTES

READ THIS RELEASE COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD(REN)/WARD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT EVEN IF THE OWNERS (HORIZON WATERPARK, LLC D/B/A ISLAND H2O LIVE!) AND OPERATORS OF ISLAND H2O LIVE! (PREMIER PARKS, LLC), INCLUDING BUT NOT LIMITED TO THEIR OWNERS, PARENTS, SUBSIDIARIES, AFFILIATES, SPONSORS, INSURERS, OFFICERS, EMPLOYEES, MANAGERS, SHAREHOLDERS, AFFILIATED ENTITIES, AGENTS, REPRESENTATIVES, DIRECTORS, ASSOCIATES, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS, USE REASONABLE CARE IN PROVIDING THESE ACTIVITIES, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THESE ACTIVITIES BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY USING THE PARK YOU ARE GIVING UP YOUR CHILD(REN)'S/WARD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO USE THE PARK AND YOU HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD/WARD USE THE PARK.

In consideration of your child(ren)/ward's(s') who is under the age of 18 years (collectively referred to as "Child") being permitted to use the Park, you in behalf of your minor Child acknowledge and release Island H2O Live!, its owners, operators/managers, parents, subsidiaries, affiliates, sponsors, insurers, officers, employees, managers, shareholders, affiliated entities, agents, representatives, directors, associates, volunteers, contractors, subcontractors, successors and assigns, (collectively, "Released Parties") as described further below.

You, on behalf of your Child, understand that there are inherent risks involved in the activities undertaken at the park, including those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the activity and which are not eliminated even if the Released Parties act with due care in a reasonably prudent manner ("Inherent Risks"). You understand that the Inherent Risks include, but are not limited to: (i) The failure of the Released Parties to warn me or my Child of an inherent risk; and (ii) The risk that the Child or another participant, other than the Released Parties, in the park activities may act in a negligent or intentional manner and contribute to the injury or death of my Child; and, (iii) while not an exhaustive list, such inherent risks include slipping and falling on wet and/or uneven surfaces, impacts with hard or semi-cushioned equipment, amusements/rides and decking/floors, injury from mechanical amusements/rides, injury due to water/swimming including muscular and bone injury associated with such physical activities as well as drowning, other hazards or distractions, conduct of fellow park attendees, and any incidents or accidents associated with crowds of people.

In consideration of my Child being permitted to participate in the Activity, I, on behalf of my Child, myself, and his/her parents/guardians: unconditionally release, forever discharge, and agree not to sue the Released Parties, from and for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to any and all Inherent Risks, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract that I or my Child may or will have against the Released Parties; and

agree to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, my Child's (or those children that I am custodian or guardian of) engagement in the activities giving rise to and those arising from any and all Inherent Risks.

I, individually, and on behalf of my Child and his/her parents/guardians, understand that this Waiver and Release shall be binding upon me, them, our family members, legal representatives, executors, heirs, next of kin, successors, beneficiaries and assigns.

This Waiver and Release is intended to be only as broad and inclusive as permitted by Florida law and Section 744.301, Florida Statutes. Any court interpreting this Waiver and Release shall construe the same as being only as broad and inclusive as permitted by Florida law and Section 744.301, Florida Statutes.

Sunshine Guarantee

In the event of rain, Island H2O Waterpark attractions will remain open. If there is severe weather or lightning in the area, guests will be asked to exit the water until the weather passes. If the weather conditions cause all of the rides to close for a continuous 2 hours; or if the park suspends ride operation three times during the day of your visit; and you are leaving for the day – a Sunshine Ticket will be issued for a return visit during the same operating season.

To receive a Sunshine Ticket, please present your ticket stub, ticket receipt, or online proof of purchase to the Front Gate office located at the main entrance as you exit the park. Season Pass, Complimentary & 3rd Party Tickets are not eligible to receive a Sunshine Ticket.

Once rides reopen, Sunshine Tickets will no longer be issued. Sunshine Tickets will not be issued due to weather if the park closes for the day during the last 60 minutes of park operation. No cash refunds. No refunds for parking, locker rentals, cabanas or other park amenities. Please visit our Facebook and Instagram channels for up-to-date posts about full park closures.

INITIALS MC

In WITNESS THEREOF; the undersigned parties have hereunto executed this agreement on the dates indicated below:

City of Mount Dora

Horizon Waterpark, LLC dba
Island H2O Water Park

Todd Andrus

Director of Sales & Marketing

Signature: Peter A. Comiskey

Signature: _____

Date: 2/14/2023

Date: _____

ISLAND
H2O

INITIALS _____

ATTACHMENT #5

TENTATIVE EVENT ORDER # 701475-1

City of Mount Dora - AAP

Main Event - Orlando

9101 International Drive, Suite 1032

Orlando, FL 32819

lisette.chalker@mainevent.com

P: (407) 352-3300

Created Date: 01/05/2023

Guest(s) of Honor: City of Mount Dora

Event Date: 07/07/2023

Start Time: 9:00 AM



****TENTATIVE CONTRACT – DATES, TIMES AND SPACE WILL NOT BE RESERVED
FOR THIS EVENT UNTIL SIGNATURE AND DEPOSIT ARE RECEIVED BY THE CENTER****

Primary Contact	Email Address	Telephone
Megan Mathews ORL Social Events	mathewsm@cityofmountdora.com	M: (352) 630-9051

City of Mount Dora - AAP				
Date	Time	Location	Function	#
Fri, 07/07/2023	9:00am-1:00pm	All You Can Play Activities	All You Can Play Activities	120
Fri, 07/07/2023	11:00am-12:00pm	Party Street	Food Service in Party Street	120
Fri, 07/07/2023	11:00am-12:00pm	Private Rooms	Reserved Space 1 Hour	120
Fri, 07/07/2023	12:00pm-12:00pm	Arcade	FunCard	120

Start Date	Start Time	Timeline Item	Description
07/07/2023	9:45am	Check in	Please check-in with our bowl desk 15 minutes prior to the start of your event.
07/07/2023	10:00am	All You Can Play Activities	Activities include Bowling, Laser Tag, Gravity Ropes, Billiards & Shuffleboard. Only 15 people are allowed on Gravity Ropes at one time for a session of 30 minutes total. Only 26 maximum players are allowed in the Laser Tag arena, per 20-minute session. Each session includes briefing, safety overview, and playtime. If you would like to participate in other session, you may do so within your package activity time limit, depending on availability. All participants must be at least 48" tall.
07/07/2023	10:00am	Arcade	FUN Cards can be used as this time! Each card has a value of \$10. Points can be redeemed at Winner's Choice!
07/07/2023	12:00pm	Food Service	Each person will receive two slices of pizza and a medium soft drink. Food will be served from our Party Street area, and seating can be found in our Private Rooms and Main Dining Room.

Party Details	Qty	Price	Total
All Access Pass - AM	120	\$18.95	\$2,274.00
Menu			
2 Slices of Pizza and a Medium Drink	120		
Package Includes			

\$10 FUNcard Activities 4 Hours of all you can play activities: *Activity availability is subject to change without notice.* Bowling Lanes <i>Up to 6 Players per Lane; Main Event will reserve one lane per 10 guests.</i> Gravity Ropes <i>48" Height Requirement; Max 15 participants per session</i> Laser Tag <i>48" Height Requirement; Max 26 players per session</i> Billiards & Shuffleboard <i>Up to 4 Players Per Table; Must be supervised by an Adult over age 18</i> Additions Parking - Included in Package <i>Up to 100 validations are included in the package. \$2 fee for each additional validation.</i> *Please inform all attendees to bring their parking tickets into the facility to receive validation.*	120		
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\$2.00

Charges	\$2,274.00
Food Service Charge (20 %)	\$92.40
Subtotal	\$2,366.40
Sales Tax	\$30.03
Activity Tax	\$117.78
Balance Due	\$2,514.21

Event Changes:

FINAL CHANGES AND CANCELLATION POLICY:

Final guest count and all changes due five days prior to the event. At this point contract is final and guaranteed and will reflect payment due at time of event.

An increase in guest count on the day of the event will result in an increase in amount due based on the per person charge of the event. We will make every accommodation for the additional guests, but there is no guarantee of space or food availability.

If event is cancelled before thirty (30) days from its scheduled date, the initial deposit will be refunded in full.

Any cancellation within thirty (30) days of the scheduled event will result in a forfeiture of the total amount of the initial deposit.

Unless otherwise stated, event deposits are nonrefundable.

Please note the following:

No outside food & drink except birthday cake. Ice Cream and Ice Cream Cake are NOT permitted.

Must be 48" or taller for Gravity Ropes.

Must be 48" or taller for Laser Tag.

Client Signature: Patricia Combs Date: 2/14/2023

The signature above agrees to the above terms and further authorizes Main Event Entertainment, Inc to charge the initial deposit to the credit card on file.

ATTACHMENT #6

CITY OF MOUNT DORA TASK AUTHORIZATION FORM

In accordance with the terms and conditions of the Agreement between Southeastern Surveying (Contractor) and the City of Mount Dora, approved under Resolution No. 2018-174, dated October 4, 2018, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Amount:	10,414.50
Budget Account Number:	310-5555-580.63-01 L12303
City Project Manager:	Cathy Lunday
Contractor:	Southeastern Surveying
Contractor Project Manager:	Chet Cramer

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION AND A CITY PURCHASE ORDER ARE DELIVERED TO THE CONTRACTOR.

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package shall include:</u>	
Exhibit A – Scope of Work Exhibit B – Sub-Contractors Exhibit C – Compensation	
Recommended By:	
Print: <u>Cathy Lunday</u>	Date: <u>2-24-23</u>
Signature: <u>Cathy Lunday</u>	
Reviewed By:	
Print: <u>Chet D. Cramer</u>	Date: _____
Digitally signed by Chet D. Cramer DN: C=US, E=cramerc@cityofmoundora.com, O=City of Mount Dora, OU=Construction Project Manager, CN=Chet D. Cramer Date: 2023.02.27 13:00:21-05'00'	
Signature: _____	
CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: Darryll DeMarsh, Vice President	Print Name:
Signature: <u>Darryll DeMarsh</u>	Signature: <u>Peter Connolly</u>
Date: 02/27/2023	Date: 2/27/23



To: Mr. Chet Cramer
City of Mount Dora
From: Steven Fensterer
Date: January 25, 2023
Project: Simpson Farmhouse Boundary and Topographic Survey

COVER MEMO

- a) City of Mount Dora Contract No: **RFQ #18-PW-009**
- b) Southeastern Surveying and Mapping Corporation (SSMC) understands that the work will be accepted by issuance of a City Task Authorization.
- c) The quote by SSMC will be effective for six (6) months from the date of the Quote Letter.
- d) List of all attachments:
 - Exhibit A** – Scope of Work
 - Exhibit B** – Subcontractors
 - Exhibit C** – Compensation including Fee Sheet
 - Exhibit D** – Survey Limits
- e) **Project Purpose:** Provide a Boundary and Topographic Survey of the Simpson Farmhouse property.
(ALTERNATE KEY 1447623)

Mr. Chet Cramer
Simpson Farmhouse Boundary and Topographic Survey
January 25, 2023



January 25, 2023

VIA EMAIL: cramerc@ci.mount-dora.fl.us

Mr. Chet Cramer
510 N. Baker Street
Mount Dora, FL 32757

**RE: COMD – Simpson Farmhouse Boundary & Topographic Survey
2015 N Donnelly Street, Mount Dora, FL 32757
Section 30, Township 19 South, Range 27 East, Lake County, Florida**

EXHIBIT A: SCOPE OF WORK:

Provide a **Boundary and Topographic Survey** to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

TASK I – Boundary Survey (ALTERNATE KEY 1447623)

1. Establish the location of all boundary corners and reset any missing corners.
2. Locate all improvements and utilities, as evidenced by above ground features within 5' of Boundary lines.
3. Review initial Ownership & Encumbrance Report as to address record easements or servitudes and covenants within the subject boundaries with respect to physical location of any land description therein. We will not make statements as to whether the items affect, benefit, encumber or burden the subject property, as those are legal determinations outside of our expertise. Additional fees may be required for further work due to revisions of the Ownership & Encumbrance Report or request for reviews of non-easement items such as liens, mortgages, agreements, or leases.

TASK II – Topographic Survey

1. Locate all improvements and utilities, as evidenced by above ground features or if designated and marked by the Utility Owners or their designated representative or a contracted service at the original time of field visit.
2. Obtain spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing.
3. Establish a minimum of **two (2)** site benchmarks.
4. Topographic coverage will be limited to the area outlined in **YELLOW** on attached **EXHIBIT "D"**.
5. Locate wetlands line as flagged by Bowman and Blair Ecology and Design, Inc.
6. Locate soil borings as established by the client's Geotechnical consultant if required.
7. Locate all improvements and utilities, as evidenced by above ground features or if designated and marked by the Utility Owners or their designated representative or a contracted service at the original time of field visit.

TASK III – Wetland Delineation

1. *Bowman and Blair Ecology and Design, Inc.*, has submitted to Southeastern Surveying and Mapping, the attached **EXHIBIT "C"** proposal to perform the services as outlined in **Exhibit "A" - SCOPE OF SERVICES**. The Fees for this service are included as a separate line item on the proposal fee breakdown.

Mr. Chet Cramer
Simpson Farmhouse Boundary and Topographic Survey
January 25, 2023



Utility owners no longer designate and mark their utilities as a result of contacting Sunshine 811 during the design phase, therefore Southeastern Surveying and Mapping Corporation (SSMC) will request a Design Ticket from Sunshine 811 and provide the utility contact information received from said Design Ticket.

ADDITIONAL SERVICES

Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our SSMC contracted rates with the City of Mount Dora. Additional services we can provide include, but are not limited to:

- Subsurface Utility Designation and Marking of Utility Lines (QUALITY LEVEL - B) (contracted service) during the design phase using electronic equipment and ground penetrating radar (GPR)

INFORMATION PROVIDED BY CLIENT

SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by SSMC during the project, including, but not limited to, the following:

- Property Information Report for Parcel Number 3019270001-000-00300, Alternate Key 1447623

DELIVERABLE

The final product will be **six (6)** certified copies.

DELIVERY

All documents will be sent to the client or the client's representative(s) via **USPS**. If overnight shipping is requested or required by the client or the client's representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client's overnight carrier account number for shipping.

PROJECT TIMELINE

We anticipate the completion of the above-described work within **thirty-five (35)** working days after receipt of a written notice to proceed.

EXHIBIT B: SUBCONTRACTORS

EXHIBIT C: COMPENSATION

EXPENSES AND FEES

Our fee for the above-referenced work will be as follows:

TASK I & II – Boundary and Topographic Survey	\$ 7,420.50
Wetland Flag Location	\$ 1,619.00
TASK III – Wetland Delineation	\$ 1,250.00
TASK III – ADMIN FEE	\$ <u>125.00</u>
Total	\$ 10,414.50

Payment Terms:

Payment is expected within thirty (30) days from the date of the invoice.

FEE QUOTATION PROPOSAL

Exhibit "C"

Project Name: 2015 N. Donnelly Street - Simpson Farmhouse - Boundary topo & Wetland flag location

Contract: City of Mount Dora RFQ 18-PW-009

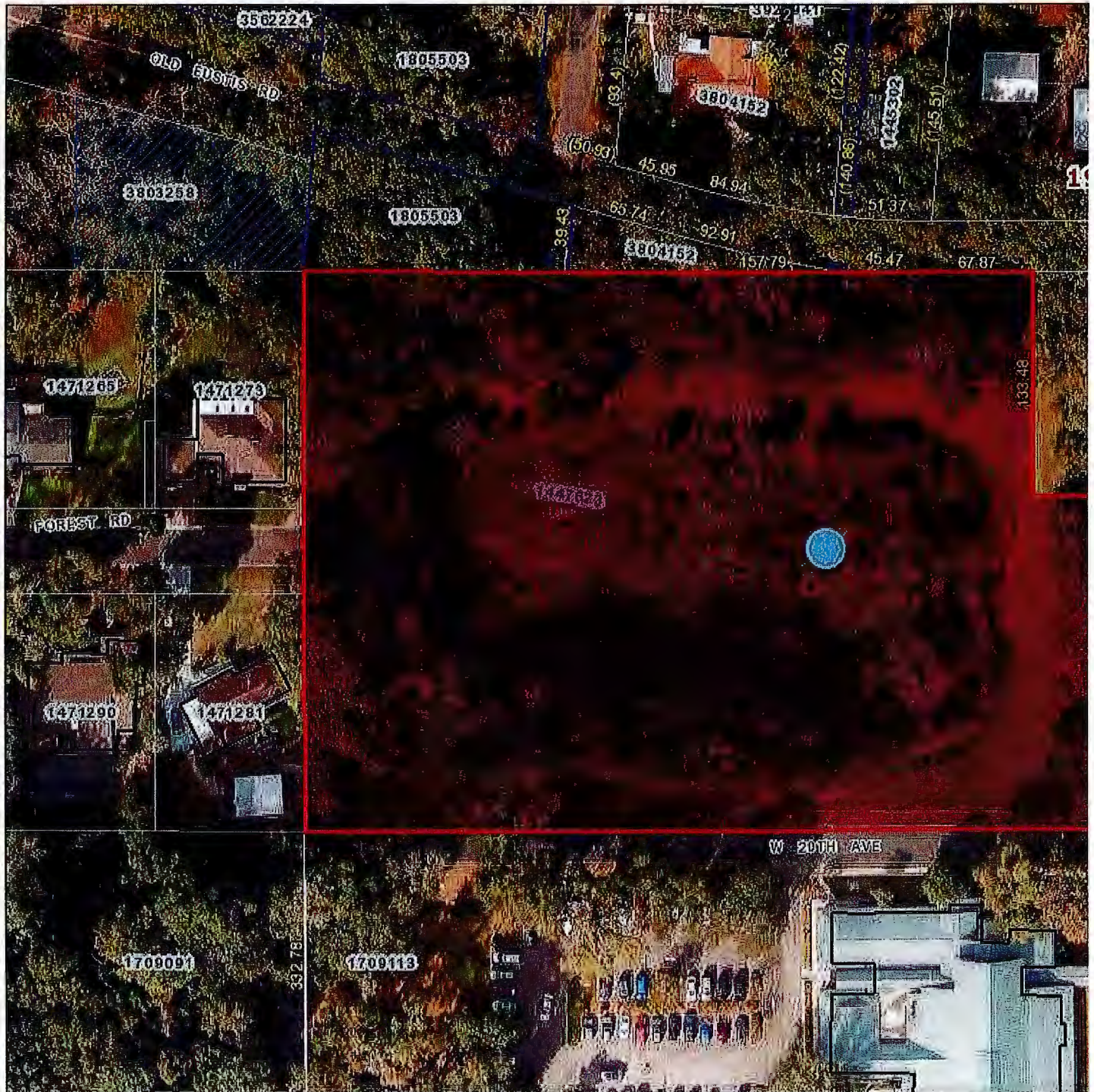
Name of Firm: Southeastern Surveying and Mapping

Activity	Project Manager		Surveyor & Mapper/PSM		Senior Technician		CAD Technician		2 Person Field Crew	
	Hrly Rate: \$139.00		Hrly Rate: \$139.00		Hrly Rate: \$103.00		Hrly Rate: \$92.00		Hrly Rate: \$139.00	
	Man Hrs	Fee	Man Hrs	Fee	Man Hrs	Fee	Man Hrs	Fee	Man Hrs	Fee
Tie control to site	0.5	\$ 69.50							3	\$ 417.00
Boundary Survey	2	\$ 278.00					4	\$ 368.00	7	\$ 973.00
Topographic Survey	1	\$ 139.00					20	\$ 1,840.00	24	\$ 3,336.00
Wetland Flag Locations	1	\$ 139.00					4	\$ 368.00	8	\$ 1,112.00
Total Hours	4.5						28		42	

Lump Sum Fee Breakdown

Project Manager	\$ 625.50
Surveyor & Mapper/PSM	
Senior Technician	
CAD Technician	\$ 2,576.00
2 Person Field Crew	\$ 5,838.00
3 Person Field Crew	
Additional Fees Wetland flags (Bowman & Blair)	\$ 1,250.00
Additional Fees Admin Fee (Bowman & Blair)	\$ 125.00
Additional Fees	
Lump Sum Fee Total	\$ 10,414.50

\\san1\Archive\Research\Lake County Research\LR Tavares\Quotes - 2023\January - 2023\COMD - 2015 N. DONNELLY ST_PROPOSAL DATA\Simpson Farm



January 18, 2023

pointLayer

 Override 1

polygonLayer

 Override 1

Street Names

 Subdivision Blocks
March 21, 2023 Regular Session Agenda Packet

Subdivision Lot Numbers

 Subdivision Lots

 Building Footprints

Boundary Line Dimensions

Tax Parcels Alternate Key

Tax Parcels

 Conservation Easements

 Township/Range Grid

 Section Grid

 RW Maintenance Maps

 Vacation Petitions

 Right of Way



**CITY OF
MOUNT
DORA**

Capital Improvement Project (CIP) Request Form

Priority #: _____

Department Division: ☐ Multiple	Fiscal Year:	GL#:
Library	2022-23	310-5555.63-01

Project Title:

Simpson Farmhouse Expansion

Type of Project: (Check all that apply)

☒ New Project

☐ Replacement

☐ Project Continuation

Project #: _____

Description, Objective and Benefits of Project:

To expand the Library's meeting room capabilities to meet the needs of Mount Dora residents, clubs and businesses, a 1,500 sq. ft. addition behind the Simpson Farmhouse is planned. This one-story space will match the historical appearance of the farmhouse and will include two fully equipped meeting rooms, restroom facilities and separate entries for after-hours use. The addition will connect to the farmhouse by an enclosed breezeway, with casual outdoor seating and lighting. Parking will be constructed south of the buildings, alongside Jackson Avenue.

Needs Criteria: (Check all that apply and explain below)

☒ Building

☐ Imp. Other than Building

☐ Machinery & Equipment

☐ Land

Needs/Issues/Problems: What specific need, issue, or problem does this request address?

The Library's current 160-person Community Room and 15-person Archives Room are in high demand during peak hours, with the Simpson Farmhouse handling overflow for small group meetings. There are no library meeting rooms in the 15-50-person capacity, which is the size local business owners are most interested in. Also, as Library programs outgrow the farmhouse, there is no extra capacity other than the 160-person Community Room. Pre-COVID, the Community Room was routinely booked for two groups/events a day and the Archives Room was booked for approximately one group/event a day.

Alternatives: What alternative measures have been taken to address this need/issue/problem? Are there solutions other than adding a new project that have been utilized or considered?

The Library's current practice is to either decline reservations due to no vacancies or charge the established room rental fee of \$75, which not all small businesses can afford nor do they need that much space. Small groups are occasionally booked into the Community Room, which is then unavailable for larger groups who inquire later. As Mount Dora has continued to grow, the community is increasingly underserved due to the library's short supply of adult meeting room spaces.

Outcomes / Measurable Results: What specific outcomes are expected with this project? Describe in detail what performance measures will be used to measure the impact of the new project. How do the proposed measures compare to current measures, if different?

The plan is to maximize the Simpson Farmhouse footprint with a 1,500 sq. ft. addition behind it, providing after-hours meeting room access scheduled by Library staff. This will eliminate the need to include meeting room space in the Library's 2030 expansion plans. One outcome includes offering business services for Mount Dora business owners, which entitles them to free access of the new meeting rooms with state-of-the-art technology. This building expansion project is a result of our community's growth and as a result, the Library's space planning needs to support increased demand from local businesses as well as providing additional capacity for Library programs.

Funding Sources						
Funding Sources: (Check all that apply)						
☐ General Fund	☐ Water & WW Fund	☐ Stormwater Utility Fund	☐ Electric Utility Fund			
☐ Northeast CRA	☐ Downtown CRA	☐ Debt (SRF loan, lease)	☐ Grant (federal, state, local)			
☐ Other Funds	☐ FDOT	☐ Donation/Contribution				
Impact Fees: ☐ Wastewater ☐ Water ☐ Parks ☐ Fire ☐ Police ☒ Library						
Funding Sources	2021-22	2022-23	2023-24	2024-25	2025-26	
Transfer between projects	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt/Borrowed Funds	-	-	-	-	-	
General Fund	-	-	-	-	-	
Enterprise Fund	-	-	-	-	-	
Library Impact Fee Fund	-	15,000	7,000	267,500	-	
Lake County Library Impact Fee	-	-	-	100,000	-	
Total	\$ -	\$ 15,000	\$ 7,000	\$ 367,500	\$ -	
Project Costs						
Estimated Project Costs						
Description	Five Year Schedule					Total 5 Year Cost
	2021-22	2022-23	2023-24	2024-25	2025-26	
Planning & Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Concept Plan	-	-	5,000	-	-	5,000
Engineering	-	-	-	5,000	-	5,000
Construction	-	-	-	250,000	-	250,000
Furniture & Equipment	-	-	-	30,000	-	30,000
Survey, including topography	-	12,000	-	-	-	12,000
Contingency	-	2,000	1,000	43,000	-	46,000
Inflation	-	1,000	1,000	39,500	-	41,500
Total Capital Costs	\$ -	\$ 15,000	\$ 7,000	\$ 367,500	\$ -	\$ 389,500
Estimated Operating Costs ¹						
Equipment ²	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Additional Staff ³	-	-	-	-	-	-
Other (describe below)	-	-	-	-	-	-
Total Operating Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Project Costs	\$ -	\$ 15,000	\$ 7,000	\$ 367,500	\$ -	\$ 389,500
Other Costs: 						
¹ Are the estimated operating costs listed above included in your budget? 						
² Machinery & Equipment requests require Request Justification.						
³ New Staff positions require Personnel Requisition Form and must be submitted to Human Resources.						
Finance Department Use Only						
☐ Approved ☐ Denied						
Comments:						



**Engagement Contract –
Actuarial Equivalence Testing for the Retiree Drug Subsidy**

This Agreement is entered into between Milliman, Inc. ("Milliman" or "Contractor") and City of Mount Dora ("Company" or "City") as of the date executed by the City as set forth below. Company has engaged Milliman to determine whether Company's retiree pharmacy plans provide creditable coverage and are actuarially equivalent to the standard Medicare Part D plan as defined by the Centers for Medicare and Medicaid Services (CMS). Such services or fees may be modified from time to time by mutual written agreement of the parties. In consideration for Milliman agreeing to perform these services, Company agrees as follows.

1. **SERVICES.** Milliman will perform the following services for Company if the Retiree Drug Subsidy Workbook is completed and delivered to Milliman at least ten business days prior to the online RDS application deadline:
 - A. Milliman will determine whether Company's plan(s) provide "creditable coverage" as defined by CMS.
 - B. For all plans offering creditable coverage, Milliman will determine whether the plans pass the actuarial equivalence test as defined by CMS.
 - C. If Company's plan(s) pass the actuarial equivalence test; Milliman will complete the "Actuarial Attestation" section of the online RDS application for the plan year ending in 2024.
 - D. If Company's plan(s) fail the actuarial equivalence test; Milliman will suggest actions that Company may take to pass the test. If Company implements Milliman's suggestions and provides documentation at least two days prior to the online RDS application deadline, Milliman will issue the actuarial attestation described in C above.
 - E. Milliman will issue a formal report presenting Milliman's findings, a description of the analyses and the data upon which Milliman relied in performing this work.

Professional fees for services listed above is \$4,750.00. Should the plan design information change in such a manner that the aforementioned cost will be exceeded, upon mutual agreement of any such change in cost, the parties will execute a written Amendment to this Agreement before Milliman proceeds further.

2. **LIMITATION OF LIABILITY.** Milliman will perform all services in accordance with applicable professional standards. In the event of any claim arising from services provided by Milliman at any time, the total liability of Milliman, its officers, directors, agents and employees to Company shall not exceed five million dollars (\$5,000,000). This limit applies regardless of the theory of law under which a claim is brought, including negligence, tort, contract or otherwise. In no event shall Milliman be liable for lost profits of Company or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Milliman.
3. **DISPUTES.** In the event of any dispute arising out of or relating to the engagement of Milliman by Company, the parties agree that the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators shall have a background in either insurance, actuarial science or law. The arbitrators shall have the authority to permit limited

discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. Any award made may be confirmed in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors.

4. **CHOICE OF LAW.** The construction, interpretation, and enforcement of this Agreement shall be governed by the substantive contract law of the State of Florida without regard to its conflict of laws provisions. In the event any provision of this agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect.
5. **NO THIRD-PARTY DISTRIBUTION.** Any final deliverable items provided hereunder ("Deliverables") are prepared solely for the internal business use of the City. To the extent that the Deliverables are not subject to disclosure under applicable public records laws, the Deliverables may not be provided to third parties without the Contractor's prior written consent. The Contractor does not intend to benefit or create a legal duty to any third party recipient of the Deliverables, and the Contractor may include a legend on the Deliverables so stating. The City agrees not to remove any such disclaimer language from the Deliverables. The Contractor's consent to release the Deliverables to any third party may be conditioned on the third party signing a Release, subject to the following exception(s): (a) the City may provide a copy of the Deliverables, in their entirety, to the City's professional service advisors who are subject to a duty of confidentiality and who agree to not use the Deliverables for any purpose other than to benefit the City; (b) the City may provide a copy of the Deliverables, in their entirety, to other governmental entities, as required by law. No third party recipient of the Deliverables should rely upon the Deliverables. Such recipients should engage qualified professionals for advice appropriate to their own specific needs.
6. **USE OF MILLIMAN'S NAME.** Company agrees that it shall not use Milliman's name, trademarks or service marks, or refer to Milliman directly or indirectly in any media release, public announcement or public disclosure, including in any promotional or marketing materials, customer lists, referral lists, websites or business presentations without Milliman's prior written consent for each such use or release, which consent shall be given in Milliman's sole discretion.
7. **CONFIDENTIALITY.** Any information received from Company will be considered "Confidential Information." However, information received from Company will not be considered Confidential Information if (a) the information is or comes to be generally available to the public through no fault of Milliman, (b) the information was independently developed by Milliman without resort to information from the Company, or (c) Milliman appropriately receives the information from another source who is not under an obligation of confidentiality to Company. Milliman agrees that Confidential Information shall not be disclosed to any third party.
8. **DATA RELIANCE.** Company will provide data, as requested by Milliman. This data includes the demographic and geographic information about Medicare-eligible beneficiaries, historical plan experience when requested, contributions, and description of retiree pharmacy benefit plans.

On behalf of Company the undersigned attests that to the best of my knowledge and belief, the data provided is accurate and complete, such that Milliman should rely on it for the purpose of determining creditable coverage and actuarial equivalence as defined by CMS.

9. **AUTHORITY.** Each Party hereto represents and warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the party to these terms. The person(s) executing this contract represent(s) and warrant(s) that such person(s) have full authorization to execute this contract.
10. **FEES.** Company acknowledges the obligation to pay Milliman for services rendered, whether arising from Company's request or otherwise necessary as a result of this engagement. All invoices are payable upon receipt. Milliman reserves the right to stop all work if any bill goes unpaid for 60 days. In the event of such termination, Milliman shall be entitled to collect the outstanding balance, as well as charges for all services and expenses incurred up to the date of termination.
11. **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: JEANANN HAND
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
HANDJ@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.
12. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).** Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work

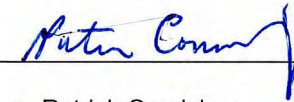
under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

MILLIMAN, INC.**CITY OF MOUNT DORA**By: A handwritten signature in blue ink that reads "Andrea Sheldon".

Name: Andrea Sheldon

Title: Principal & Consulting Actuary

Date: March 11, 2023

By: A handwritten signature in blue ink that reads "Patrick Comiskey".

Name: Patrick Comiskey

Title: City Manager

Date: March 14, 2023