



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
July 18, 2023, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Home Rule Hero Awards **5**
2. FCCMA Senior Advisor Ken Parker Presentation: Council-Manager Government **7**
3. 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.

APPROVAL OF AGENDA

CONSENT AGENDA

1. Request Approval of Interlocal Agreement Between the City of Mount Dora and Lake County Related to Funding for the Relocation of City Utilities for the Lake County Roundabout Project at Eudora Road/CR19/Old Highway 441 8
2. Request Approval of the Agreement Between the City of Mount Dora and Debris Tech, LLC in Response to RFP 23-PW-014 Related to Emergency Debris Monitoring Services 205
3. Request Approval of Piggyback Agreement Between the City of Mount Dora and Mader Electric, Inc. Related to Motor Repair Services. 405
4. Request Approval of Amendment 1 to State Revolving Fund Loan Agreement WW351480, WWTP#1 Rehabilitation Project 605
5. Request Adoption of **Resolution 2023-26**, Approval of the Urban County Cooperation Agreement with Lake County for the Community Development Block Grant Program 609
6. Request Approval of the Task Authorization with Faden Builders for Donnelly Park Building Deck Repair 621
7. Request Approval of the Task Authorization with Faden Builders for WWTP#2 Drainage Improvements at 2055 James P. Snell Drive 626
8. Request Approval for Mayor to Execute Engagement Letter with Fisher & Phillips, LLP for Legal Representation regarding FOP Negotiations and General Labor & Employment Services 632
9. Request Approval of Designation of Acting City Manager for Future Leave 642
10. Request Approval of Meeting Minutes 645
 - April 10, 2023 Work Session Minutes
 - June 15, 2023 Special Meeting Minutes
 - June 20, 2023 Regular Session Minutes

ACTION ITEMS

1. Ratification of a Purchase Outside the Parameters of the City Purchasing Policy in the amount of \$331,341.00 for Tymco Model 600 Street Sweeper from Container Systems and Equipment Co., Inc. **686**
2. Vote to Designate a Voting Delegate for the Florida League of Cities Annual Conference Annual Business Session **609**

PUBLIC HEARINGS

1. Request Adoption of **Resolution No. 2023-27**, Maximum Millage Rate for Fiscal Year 2023-2024 Budget **702**

CITY MANAGER'S REPORT

1. Lobbyist Update **707**

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

- Councilmember Doug Bryant
- Councilmember John Cataldo
- Councilmember Dennis Dawson
- Councilmember Cal Rolfson
- Councilmember Nate Walker
- Vice-mayor Marc Crail
- Mayor Crissy Stile

FUTURE MEETING DATES

- July 24, 2023, 6:00 PM, Budget Workshop
- August 1, 2023, 6:00 PM, Regular Session
- August 15, 2023, 6:00 PM, Regular Session

- August 28, 2023, 6:00 PM, Final Budget Workshop

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: July 18, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Home Rule Hero Awards

Introduction:

This is an opportunity to recognize Mount Dora City Councilmembers honored by the Florida League of Cities with the Home Rule Hero Award.

Discussion:

Each year, the Florida League of Cities recognizes select municipal officials for their work during the legislative session. Home Rule Hero Award recipients are local government officials, both elected and non-elected, who consistently responded to the League's request to reach out to members of the legislature and help give a local perspective on an issue. They worked tirelessly throughout the legislative session to promote local voices making local choices, protect the Home Rule powers of Florida's municipalities and advance the League's legislative agenda.

This year, the Florida League of Cities recognizes Councilmember Doug Bryant and Councilmember Cal Rolfson as Home Rule Heroes. Councilmember Bryant accepted his award at the June 20, 2023 City Council meeting. Councilmember Cal Rolfson receives his award tonight.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council recognize Home Rule Hero Award recipient Cal Rolfson.

Attachment(s):

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 7/10/2023



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

DATE: July 18, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: FCCMA Senior Advisor Ken Parker Presentation: Council-Manager Government

Introduction:

This is an opportunity for Council to view a presentation from Mr. Ken Parker, a Senior Advisor for the Florida City and County Management Association.

Discussion:

Presentation only.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

N/A

Attachment(s):

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 7/10/2023



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

DATE: July 18, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Interlocal Agreement Between the City of Mount Dora and Lake County Related to Funding for the Relocation of City Utilities for the Lake County Roundabout Project at Eudora Road/CR19/Old Highway 441

Introduction:

This is a request for City Council to approve an agreement with Lake County for the purpose of funding the relocation of City utilities as part of the County's roundabout project located at the intersection of Old Highway 441, Eudora Road, and CR 19.

Discussion:

Lake County has a project to construct a roundabout at the intersection of Old Highway 441, Eudora Road, and CR 19. The City is required to relocate existing utility lines to prevent any conflicts with the proposed roundabout improvement.

The engineer's opinion of the probable construction cost is \$841,000. That is the figure used in the agreement. The County anticipates authorizing a contractor to begin work in October of 2023. The City remains responsible only for the cost to relocate utilities, whether more or less than the estimated amount.

The City has completed a utility relocation plan designed by Halff, Inc. for inclusion as part of the County's construction bid documents.

Budget Impact:

The City shall remit to the County the estimated costs of \$841,000 within thirty (30) days of the full execution of the agreement. Actual underage or overage amounts will be handled under the terms of the agreement.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure.

Recommendation:

We recommend Council approval of the utility relocation funding agreement with Lake County.

Attachment(s):

1. Interlocal.Mount Dora Eudora Road.SGS

Prepared by: Ethan Hand

Reviewed by: GEORGE MAREK, Interim Public Works Director
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 5/1/2023

Approved - 5/22/2023

Approved - 7/12/2023

Approved - 7/12/2023

Final Approval - 7/12/2023

**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND
THE CITY OF MOUNT DORA FOR UTILITY INSTALLATION ASSOCIATED WITH
CONSTRUCTION OF ROUNDABOUT AT CR 19A AND EUDORA ROAD / OLD 441**

THIS IS AN INTERLOCAL AGREEMENT by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "County," and the City of Mount Dora, a municipal corporation organized under the laws of the State of Florida, hereinafter the "City," for the installation of City utilities, such as water, sewer and/or electric lines, associated with construction of the Roundabout at CR 19A and Eudora Road / Old 441.

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the County is bidding the Roundabout at CR 19A and Eudora Road / Old 441 construction project, hereinafter the "Road Project" more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, the County and City have coordinated on the project including the relocation and installation of City utilities including water lines, force mains and electric lines; and

WHEREAS, the City is required to relocate the city utilities at its expense in order to facilitate the construction of the Road Project and desires to install water, sewer and electric lines, hereinafter the "Utility Project," the construction plans of which are attached hereto as **Exhibit B**, and incorporated herein by reference, at the same time the County constructs the Road Project; and

WHEREAS, the parties have determined that it would be more efficient for the City Utility Project to be constructed in conjunction with the Road Project.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, and covenants hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **Legal Findings.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and the City of Mount Dora and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

2. **County Obligations.**

A. The parties agree that the County shall include the Utility Project when it releases the bid for the Road Project. The County shall comply with all applicable provisions of the Florida Statutes regarding the bidding of construction services, including Section 255.0525, Florida Statutes, and Section 255.20, Florida Statutes. Upon receipt of the bids, the County shall provide copies to the City for the City's review and the City shall then have ten (10) days to notify the County if the City elects to abandon including the City's Utility Project as part of the Road Project. If the City elects to move forward with the Utility Project through the County contract, the construction contract shall be awarded to the bidder who submits the lowest combined bid for both the Road Project and the Utility Project. If the City decides to forgo

**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF MOUNT DORA FOR
ROUNDBOUT AT CR 19A AND EUDORA ROAD/OLD 441 – INFRASTRUCTURE AGREEMENT**

inclusion of the Utility Project as part of the Road Project construction, the County has the right to award the Road Project to the lowest bidder for the Road Project and the City will be responsible to bid and contract for its utility relocations under its own contracting procedures.

B. The City has chosen to have the Utility Project included with construction of the Road Project, and the County shall be solely responsible for construction of both the Utility Project and the Road Project. The County Road Project plans are in accordance with the plans prepared by Infrastructure Engineers, Inc., signed and sealed by Oscar M. Castaeada, P.E. The City Utility Project plans are in accordance with the plans prepared by Halff Associates, Inc., signed and sealed by Bijay Upreti, P.E. The City shall be responsible for the inspection of the Utility Project. The final plans and specifications for the Utility Project shall be incorporated with the Road Project plans for construction purposes.

C. Once a contract is awarded to the selected contractor, the County shall not permit any changes to be made to the Utility Project unless the City agrees to assume all costs associated with the changes, including pre-paying to the County any additional costs to be incurred based upon the impact the changes have on the Utility Project, and to the Road Project, if any.

3. **City Obligations.** The City shall provide funding to the County to cover all costs associated with the Utility Project. The Utility Project is estimated to cost Eight Hundred Forty-one Thousand and 00/100 Dollars (\$841,000.00) and a Cost Estimate is attached hereto and incorporated herein by reference as **Exhibit C**. The City shall remit to the County the estimated costs on or before October 4, 2023. If the bids for the Utility Project exceed the estimate, the City shall remit the remainder of the funding to the County within thirty (30) days of the date the County executes a contract with the selected contractor. If the Utility Project is completed under budget, the County shall refund the City the appropriate amount within twenty (20) days of final acceptance of the Utility Project.

4. **Ownership and Maintenance of Completed Project.** The parties agree that nothing herein shall be construed as placing any ownership or maintenance responsibilities upon the County for the Utility Project. At all times during construction and after completion of the Utility Project, the City shall take ownership and maintenance responsibility for the infrastructure associated therewith.

5. **Termination.** Either party shall have the right to terminate this Interlocal for cause with thirty (30) days written notice to the other so long as the construction of the Utility Project has not commenced. Once construction commences, this Agreement cannot be terminated unless mutually agreed upon by the parties.

6. **Modifications.** Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

7. **Notices.**

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF MOUNT DORA FOR
ROUNDAABOUT AT CR 19A AND EUDORA ROAD/OLD 441 – INFRASTRUCTURE AGREEMENT**

<u>County</u> County Manager P.O. Box 7800 Tavares, Florida 32778 cc: Engineering Director 323 N. Sinclair Avenue Tavares, Florida 32776	<u>City</u> City Manager 501 N. Baker Street Mount Dora, Florida 32757
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B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

8. Entire Agreement. This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.

9. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

10. Effective Date. This Agreement shall become effective upon the date the last party to sign.

11. Entire Agreement. This Agreement contains the following attachments, all of which are incorporated in this Agreement.

Exhibit A	Road Project Plans
Exhibit B	Utility Project Plans
Exhibit C	Utility Project Construction Cost Estimate

**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF MOUNT DORA FOR
ROUNDAABOUT AT CR 19A AND EUDORA ROAD/OLD 441 – INFRASTRUCTURE AGREEMENT**

IN WITNESS WHEREOF, the parties through their duly authorized representatives have signed this assignment on the dates under each signature.

COUNTY

LAKE COUNTY, FLORIDA by and through its
BOARD OF COUNTY COMMISSIONERS

Kirby Smith, Chairman

ATTEST:

This ____ day of _____, 2023.

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Melanie Marsh
County Attorney

**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF MOUNT DORA FOR
ROUNDAABOUT AT CR 19A AND EUDORA ROAD/OLD 441 – INFRASTRUCTURE AGREEMENT**

CITY

CITY OF MOUNT DORA, FLORIDA

Crissy Stile, Mayor

ATTEST:

This ____ day of _____, 2023.

Jeanann Hand, Clerk

Approved as to form and legality:

Sherry Sutphen, City Attorney

Exhibit A
Road Project Plans

ROUNDBABOUT AT CR 19A AND EUDORA ROAD / OLD 441

LAKE COUNTY, FLORIDA

LOCAL AGENCY PROGRAM (LAP) PROJECT
FINANCIAL PROJECT ID 437464-1-58-01
FAN No. 8886-903-A



LAKE COUNTY
FLORIDA

SHEET INDEX

1	KEY SHEET
2	DRAINAGE MAP
3	SUMMARY OF EXISTING DRAINAGE STRUCTURES
4-9	TYPICAL SECTION
10	TYPICAL SECTION DETAILS
11	GENERAL NOTES / PAY ITEM NOTES
12	PROJECT LAYOUT
13-18	ROADWAY PLAN
19	PLAN/PROFILE DETAIL SHEET
20-25	ROADWAY PROFILE
26-29	SPECIAL PROFILE
30	ROADWAY DETAIL
31	DRAINAGE STRUCTURE DATA SUMMARY
32	CROSS DRAIN DETAIL
33	POND DETAIL
34	CROSS SECTION PATTERN
35-74	CROSS SECTIONS
75-85	DRIVEWAY CROSS SECTIONS
86-87	STORMWATER POLLUTION PREVENTION PLAN
TTC-1 - TTC-26	TEMPORARY TRAFFIC CONTROL PLANS
88-93	UTILITY ADJUSTMENT SHEETS
94	GEOTECHNICAL DATA - SOIL PROFILES

COMPONENTS OF CONSTRUCTION PLAN SET

SIGNING AND PAVEMENT MARKING PLANS

LIGHTING PLANS

LANDSCAPE PLANS

BEGINNING OF PROJECT
@ G STA 234+90.76 =
@ SURVEY CR 19A STA 37+57.95



END CONSTRUCTION
@ EUDORA RD.
STA 504+23.51

ENDING OF PROJECT
@ OLD CR 441E
STA 647+53.28

VICINITY / LOCATION MAP
1" = 2 MILES
BEGIN CONSTRUCTION
@ SURVEY OLD 441SW STA 130+51.52

GOVERNING STANDARDS AND SPECIFICATIONS
THE 2018-2019 EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND REVISED INDEX
DRAWINGS AS APPENDED HEREIN, AND THE JULY 2018 ADDITION OF STANDARD
SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY
CONTRACT DOCUMENTS.

FOR DESIGN STANDARDS CLICK ON THE "DESIGN STANDARDS" LINK AT THE
FOLLOWING WEB SITE: FDOT.GOV/DESIGN/STANDARDPLANS

OR THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
CLICK ON THE "STANDARD SPECIFICATIONS" LINK AT THE FOLLOWING WEB SITE:
FDOT.GOV/PROGRAMMANAGEMENT/IMPLEMENTED/SPECBOOKS

THE ENGINEER OF RECORD CERTIFIES THAT THIS DESIGN IS IN SUBSTANTIAL
CONFORMANCE WITH THE STANDARDS ESTABLISHED PURSUANT TO THE
FLORIDA DEPARTMENT OF TRANSPORTATION "MANUAL OF UNIFORM MINIMUM
STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND
HIGHWAYS" COMMONLY KNOWN AS THE "FLORIDA GREENBOOK", 2016 EDITION.

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

350 N SINCLAIR AVENUE
TAVARES, FLORIDA 32778
PHONE: (352) 253-6000

ROADWAY PLANS
ENGINEER OF RECORD:

OSCAR M. CASTANEDA, P.E. NO.: 82317
INFRASTRUCTURE ENGINEERS, INC.
1511 EAST S.R. 434, SUITE 1001
WINTER SPRINGS, FL 32708
(407) 957-1660
CONTRACT NO.: G0D13
VENDOR NO.: F593221706
CERTIFICATE OF AUTHORIZATION NO.: 6876

REVISIONS

DATE



1511 East S.R. 434, Suite 1001
Winter Springs, Florida 32708
Ph: 407.957.1660 / Fax: 407.957.8744
FL Certificate of Authorization No. 6876
INFRASTRUCTURE
ENGINEERS, INC.

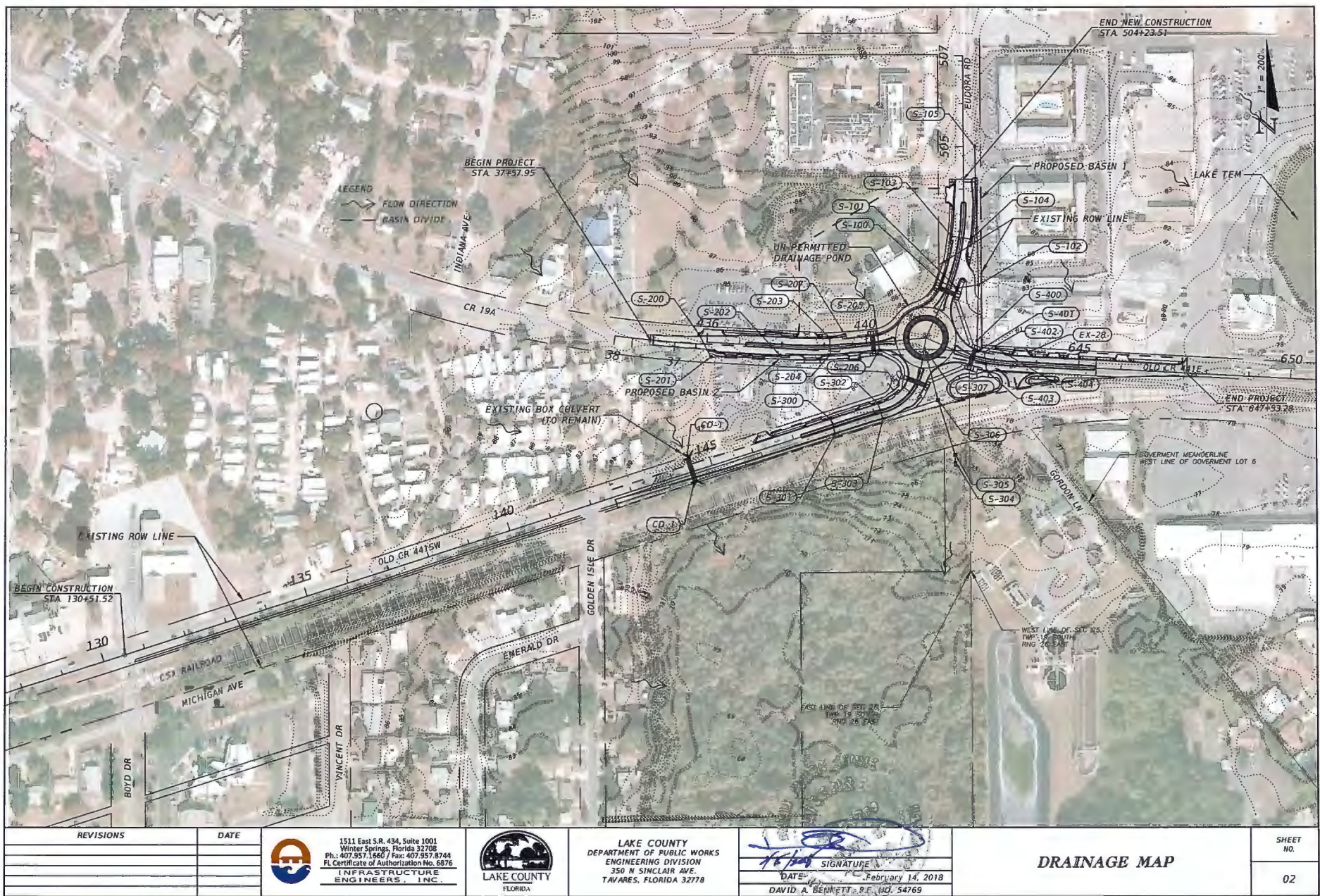
2-15-10
SIGNATURE
DATE: February 14, 2018
OSCAR M. CASTANEDA, P.E. NO. 82317

KEY SHEET

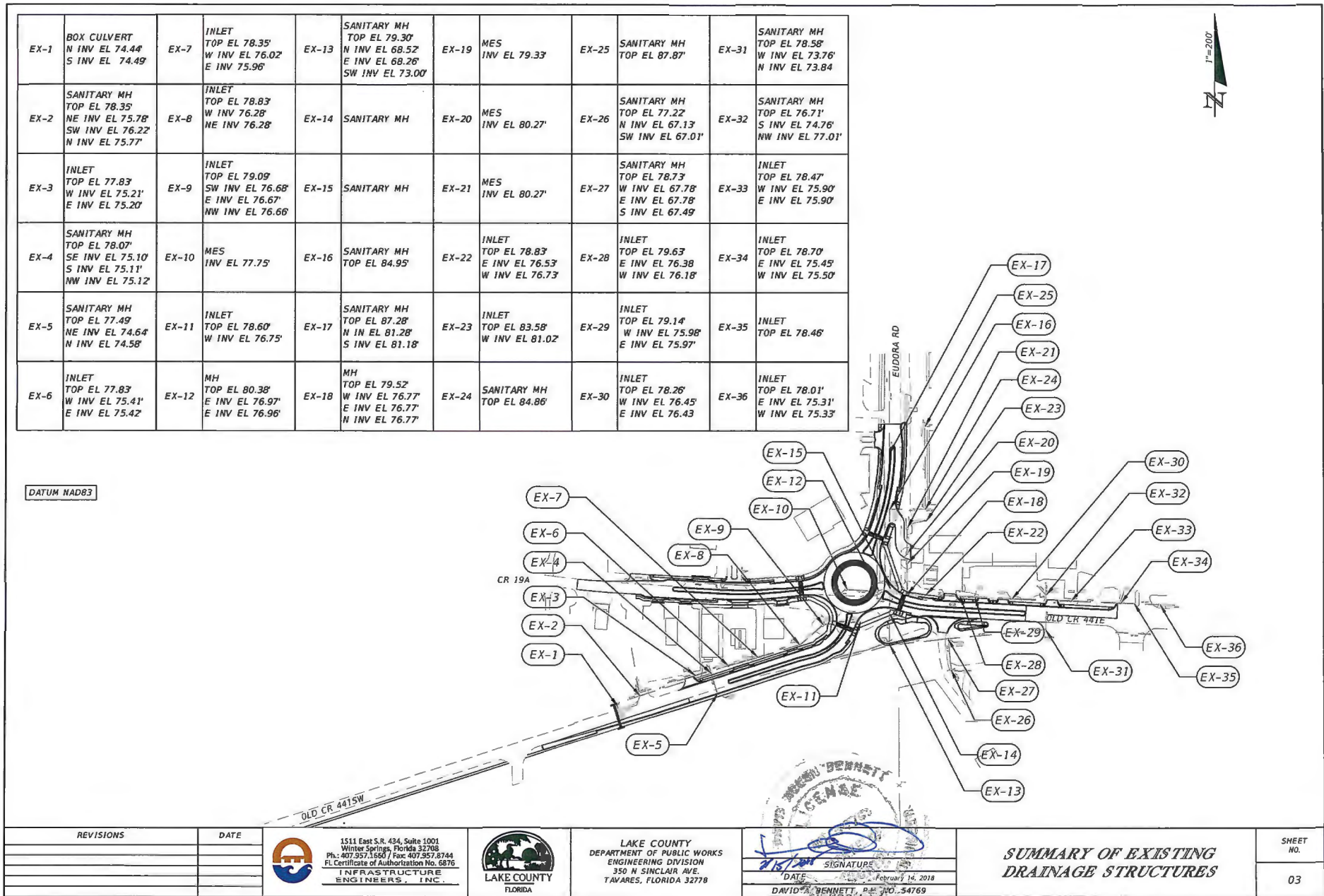
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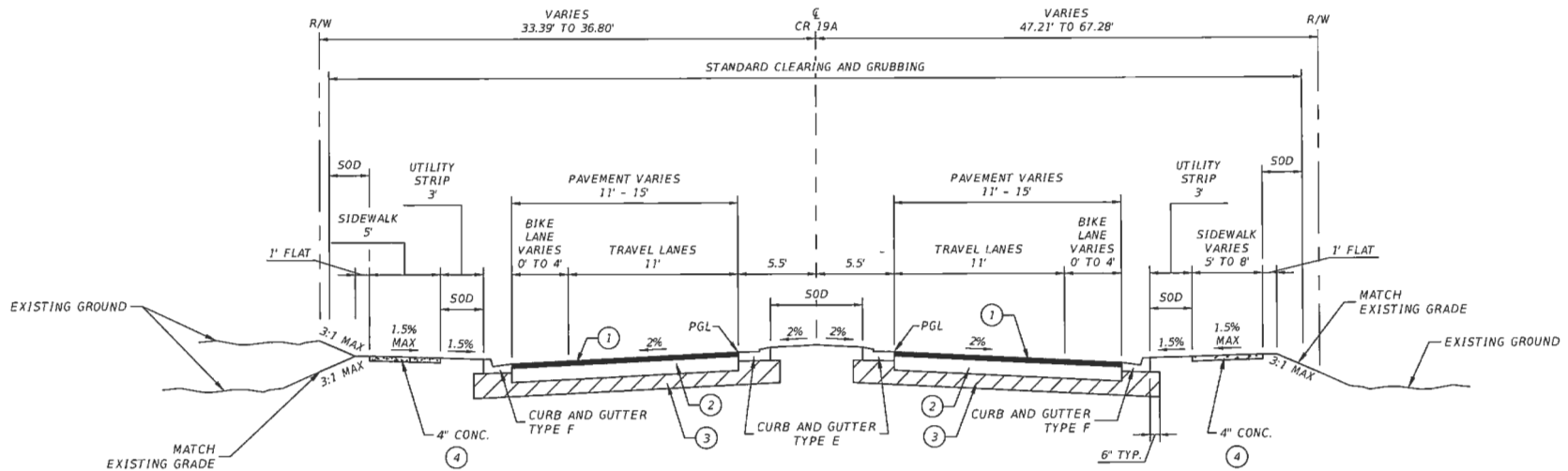
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Jonathan Chestnut 2/14/2018 3:25:02 PM 2:\nivedo\400\18119\100\00\4374641\002\Roadway\KEYS\RD01.dwg



REVISIONS _____ _____ _____ _____ _____	DATE _____ _____ _____ _____ _____	 1511 East S.R. 434, Suite 1001 Winter Springs, Florida 32708 Ph: 407.557.1560 / Fax: 407.557.8744 FL Certificate of Authorization No. 6876 INFRASTRUCTURE ENGINEERS, INC.	 LAKE COUNTY FLORIDA	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINCLAIR AVE. TAVARES, FLORIDA 32778	 SIGNATURE DATE: February 14, 2018 DAVID A. BENNETT, P.E., No. 54769 Jonathan Chestnut 2/14/2018 8:52:28 AM	DRAINAGE MAP	SHEET NO. 02
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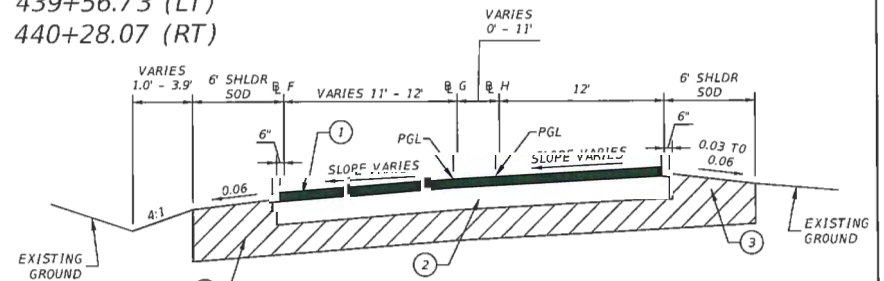


CR 19A
 STA. 436+85.83 TO STA. 439+56.73 (LT)
 STA. 436+85.83 TO STA. 440+28.07 (RT)

KEY	THICKNESS	SPECIFICATIONS
1	4"	2.5" MIN. SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) (PG 76-22), 1.5" ASPHALTIC CONCRETE FRICTION COURSE (TRAFFIC C) (FC-12.5) (PG 76-22)
2	10"	LIMEROCK IN 2 LIFTS - 98% COMPACTION EACH LIFT, A.A.S.H.T.O. T-180, PRIMED & SANDED.
3	12"	TYPE B STABILIZED SUBGRADE MIN. LBR 40, 98% COMPACTION, A.A.S.H.T.O. T-180.
4	6"	COMPACT THE AREA BELOW THE SIDEWALK AND EXTEND 1 FOOT BEYOND EACH SIDE OF THE SIDEWALK TO A MINIMUM 95% OF AASHTU T99 DENSITY

NOTES:

1. ALL STRIPING TO BE LEAD & SOLVENT FREE THERMOPLASTIC.
2. SOD ALL DISTURBED AREAS.
3. DESIGN SPEED: 25 MPH.
4. FOR SUPERPAVE UTILIZE TRAFFIC LEVEL C.



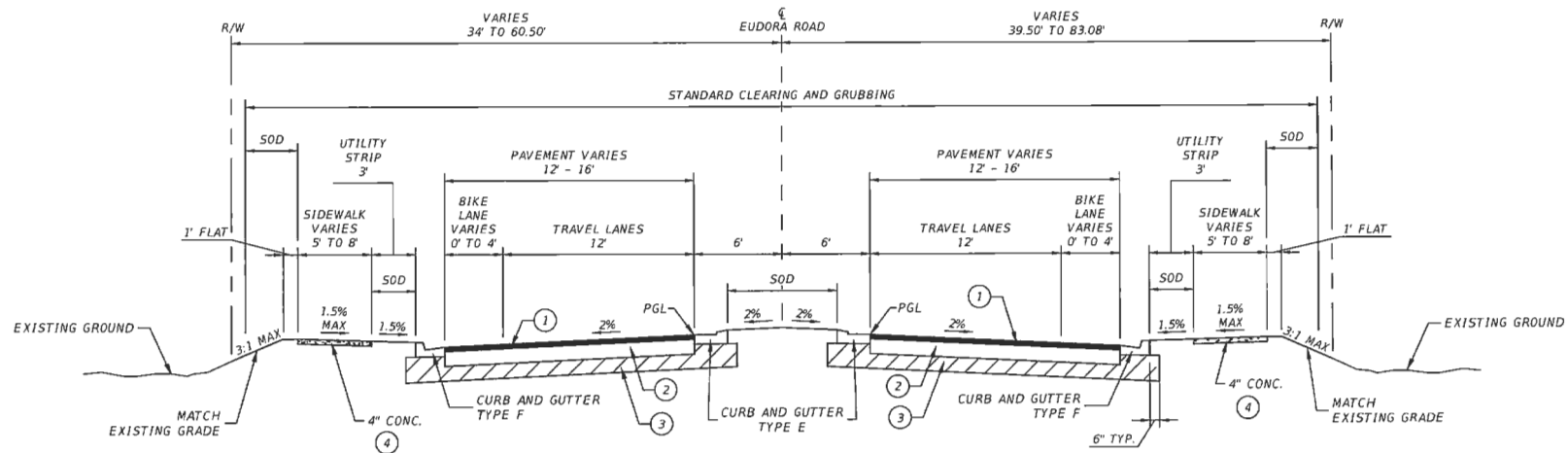
TYPICAL SECTION DETAIL
 B G STA. 234+90.76 (LT) TO STA. 236+85.83 (LT)
 B H STA. 334+90.76 (RT) TO STA. 336+85.62 (RT)

SCALE: N.T.S.

CR19A



REVISIONS	DATE	1511 East S.R. 434, Suite 1001 Winter Springs, Florida 32708 Ph.: 407.957.1660 / Fax: 407.957.8744 FL Certificate of Authorization No. 6876 INFRASTRUCTURE ENGINEERS, INC.	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N. SIMCLAIR AVE. TAVARES, FLORIDA 32778	TYPICAL SECTION	SHEET NO. 04
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EUDORA ROAD
 STA. 501+62.57 (LT) TO STA. 504+23.51
 STA. 501+51.07 (RT) TO STA. 504+23.51

KEY	THICKNESS	SPECIFICATIONS
1	4"	2.5" MIN. SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) (PG 76-22), 1.5" ASPHALTIC CONCRETE FRICTION COURSE (TRAFFIC C) (FC-12.5) (PG 76-22)
2	10"	LIMEROCK IN 2 LIFTS - 98% COMPACTION EACH LIFT, A.A.S.H.T.O. T-180, PRIMED & SANDED.
3	12"	TYPE B STABILIZED SUBGRADE MIN. LBR 40, 98% COMPACTION, A.A.S.H.T.O. T-180.
4	6"	COMPACT THE AREA BELOW THE SIDEWALK AND EXTEND 1 FOOT BEYOND EACH SIDE OF THE SIDEWALK TO A MINIMUM 95% OF AASHTO T99 DENSITY

NOTES:

1. ALL STRIPING TO BE LEAD & SOLVENT FREE THERMOPLASTIC.
2. SOD ALL DISTURBED AREAS.
3. DESIGN SPEED: 25 MPH.
4. FOR SUPERPAVE UTILIZE TRAFFIC LEVEL C.

SCALE: N.T.S.

REVISIONS	DATE	DESCRIPTION	DESIGNED BY	CHECKED BY	DATE	SHEET NO.
						05



1511 East S.R. 434, Suite 1001
 Winter Springs, Florida 32708
 Ph.: 407.957.1660 / Fax: 407.957.8744
 FL Certificate of Authorization No. 6876
INFRASTRUCTURE ENGINEERS, INC.

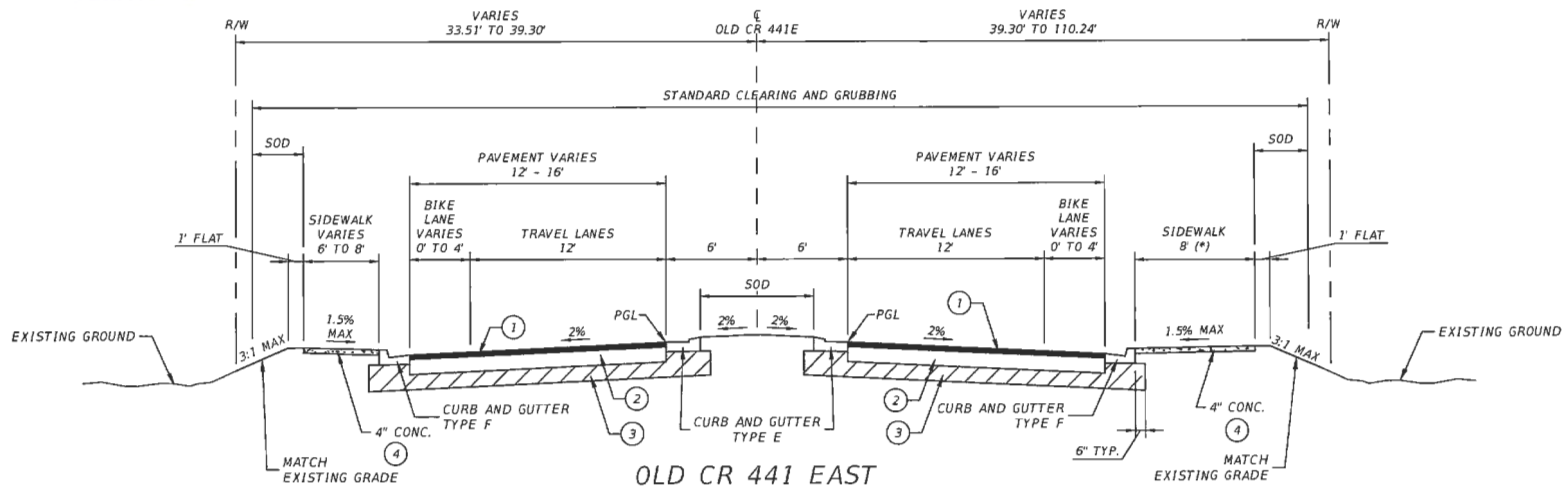


LAKE COUNTY
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 350 N. SINCLAIR AVE.
 TAVARES, FLORIDA 32778



EUDORA ROAD

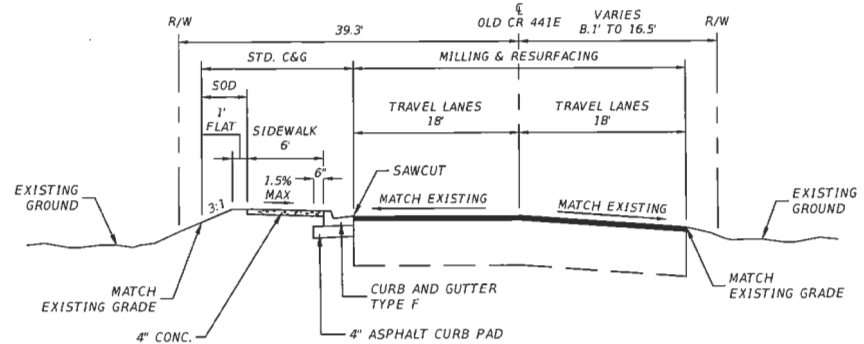
TYPICAL SECTION



OLD CR 441 EAST
STA. 642+64.69 (LT) TO STA. 646+12.90
STA. 642+42.61 (RT) TO STA. 646+12.90

KEY	THICKNESS	SPECIFICATIONS
1	4"	2.5" MIN. SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) (PG 76-22), 1.5" ASPHALTIC CONCRETE FRICTION COURSE (TRAFFIC C) (FC-12.5) (PG 76-22)
2	10"	LIMEROCK IN 2 LIFTS - 98% COMPACTION EACH LIFT, A.A.S.H.T.O. T-180, PRIMED & SANDED.
3	12"	TYPE B STABILIZED SUBGRADE MIN. LBR 40, 98% COMPACTION, A.A.S.H.T.O. T-180.
4	6"	COMPACT THE AREA BELOW THE SIDEWALK AND EXTEND 1 FOOT BEYOND EACH SIDE OF THE SIDEWALK TO A MINIMUM 95% OF AASHTO T99 DENSITY

(*) SIDEWALK SECTION ENDS AT 642+66.04, 31.00' (RT)



OLD CR 441 EAST - RESURFACING DETAIL
STA. 646+12.90 TO STA. 647+53.28

NOTES:

- ALL STRIPING TO BE LEAD & SOLVENT FREE THERMOPLASTIC.
- SOD ALL DISTURBED AREAS.
- DESIGN SPEED: 25 MPH.
- FOR SUPERPAVE UTILIZE TRAFFIC LEVEL C.

MILLING
MILL EXISTING ASPHALT PAVEMENT (1.5" DEPTH)
RESURFACING
AND FRICTION COURSE FC-12.5 (1.5") (PG 76-22)

SCALE: N.T.S.

OLD CR 441 EAST



REVISIONS	DATE



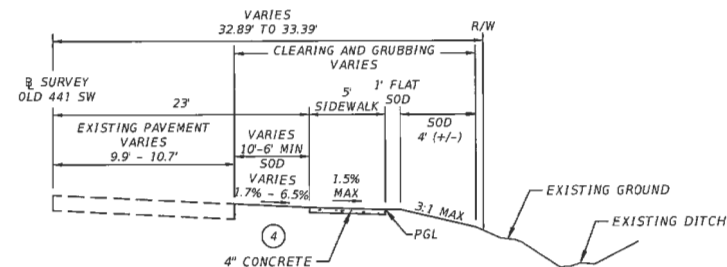
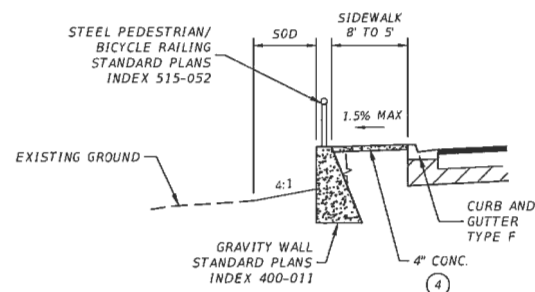
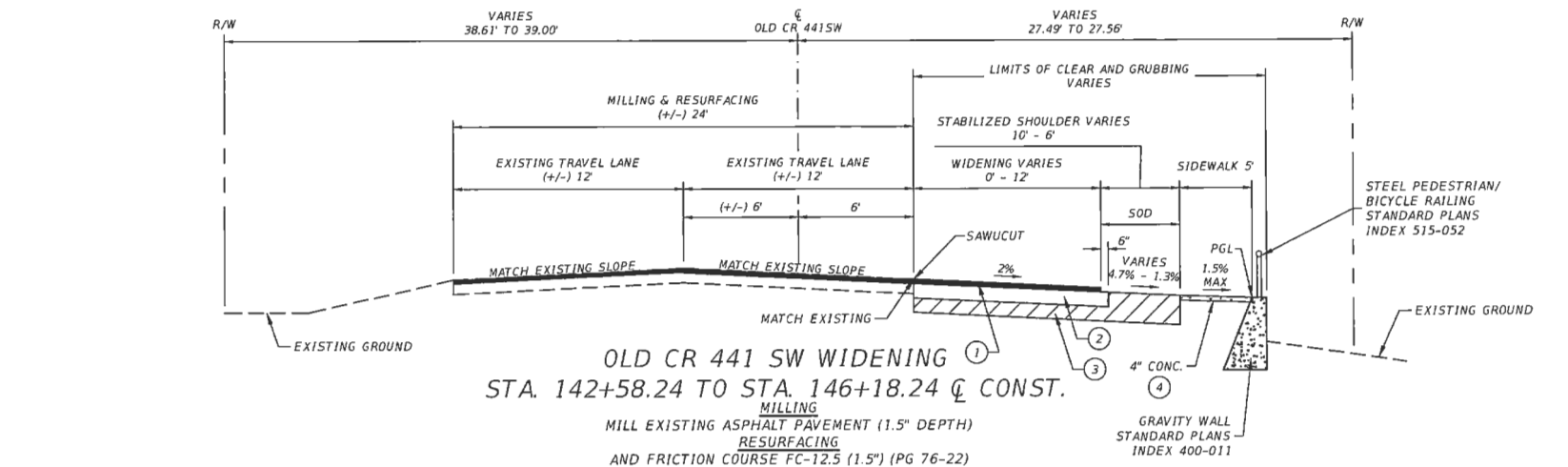
1511 East S.R. 434, Suite 1001
Winter Springs, Florida 32708
Ph: 407.957.1660 / Fax: 407.957.8744
FL Certificate of Authorization No. 6876
INFRASTRUCTURE
ENGINEERS, INC.



LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
350 N. SINCLAIR AVE.
TAVARES, FLORIDA 32778

TYPICAL SECTION

SHEET
NO.
06



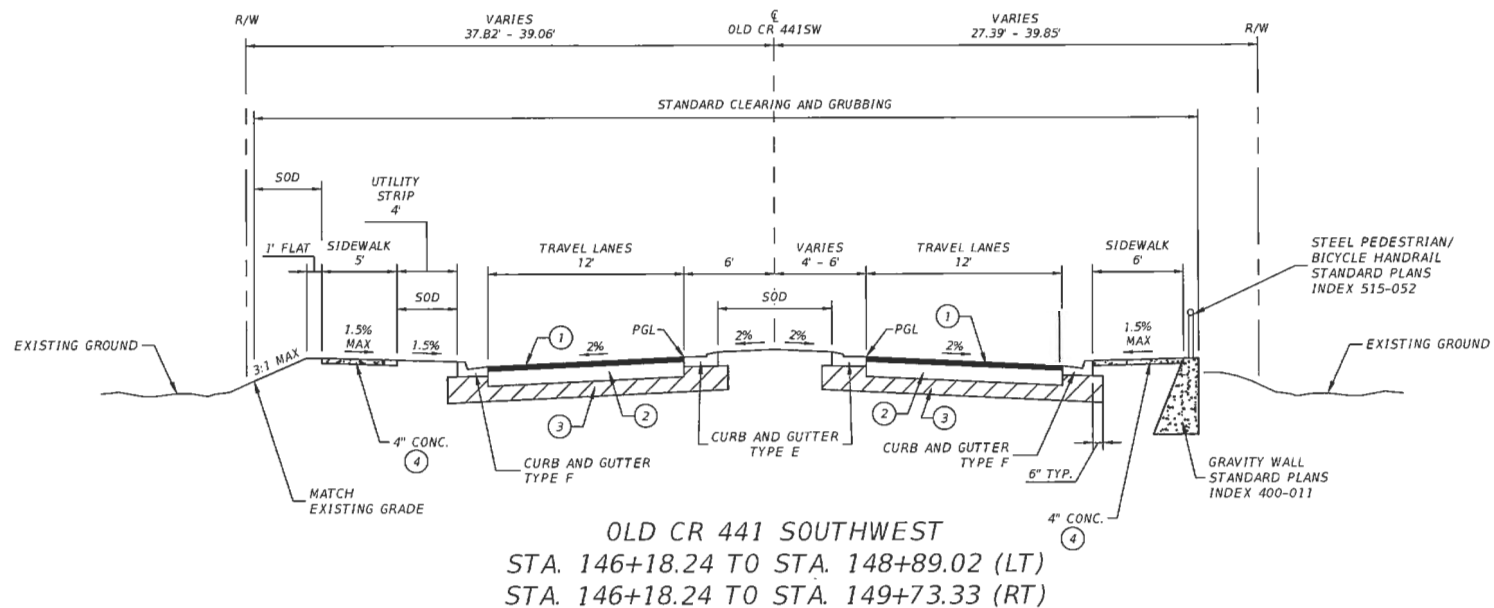
NOTES:

1. ALL STRIPING TO BE LEAD & SOLVENT FREE THERMOPLASTIC.
2. SOD ALL DISTURBED AREAS.
3. DESIGN SPEED: 25 MPH.
4. FOR SUPERPAVE UTILIZE TRAFFIC LEVEL C.

SCALE: N.T.S.

KEY	THICKNESS	SPECIFICATIONS
1	4"	2.5" MIN. SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) (PG 76-22), 1.5" ASPHALTIC CONCRETE FRICTION COURSE (TRAFFIC C) (FC-12.5) (PG 76-22)
2	10"	LIMEROCK IN 2 LIFTS - 98% COMPACTION EACH LIFT, A.A.S.H.T.O. T-180, PRIMED & SANDED.
3	12"	TYPE B STABILIZED SUBGRADE MIN. LBR 40, 98% COMPACTION, A.A.S.H.T.O. T-180.
4	6"	COMPACT THE AREA BELOW THE SIDEWALK AND EXTEND 1 FOOT BEYOND EACH SIDE OF THE SIDEWALK TO A MINIMUM 95% OF AASHTO T99 DENSITY

REVISIONS	DATE	1511 East S.R. 434, Suite 1001 Winter Springs, Florida 32708 Ph: 407.957.1660 / Fax: 407.957.8744 FL Certificate of Authorization No. 6876 INFRASTRUCTURE ENGINEERS, INC.	LAKE COUNTY FLORIDA	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N. SINCLAIR AVE. TAVARES, FLORIDA 32778	OSCAR M. CASTANEDA LICENSE No. 82317 2-5-18 SIGNATURE STATE OF FLORIDA February 4, 2018	OLD CR 441 SOUTHWEST TYPICAL SECTION	SHEET NO. 07
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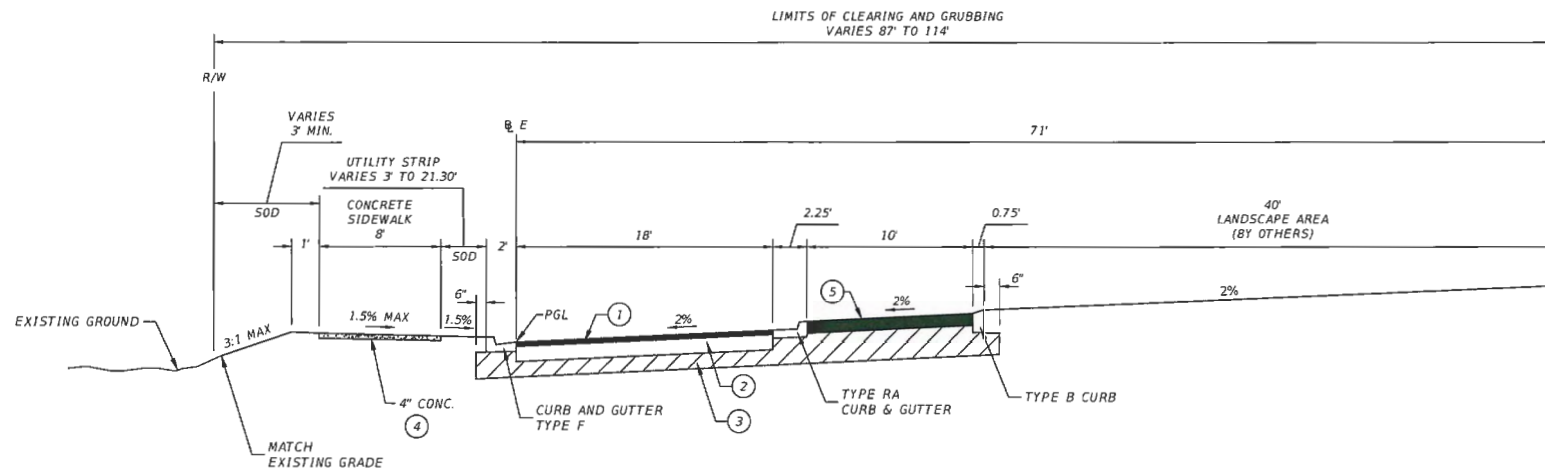
KEY	THICKNESS	SPECIFICATIONS
1	4"	2.5" MIN. SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) (PG 76-22), 1.5" ASPHALTIC CONCRETE FRICTION COURSE (TRAFFIC C) (FC-12.5) (PG 76-22)
2	10"	LIMEROCK IN 2 LIFTS - 98% COMPACTION EACH LIFT, A.A.S.H.T.O. T-180, PRIMED & SANDED.
3	12"	TYPE B STABILIZED SUBGRADE MIN. LBR 40, 98% COMPACTION, A.A.S.H.T.O. T-180.
4	6"	COMPACT THE AREA BELOW THE SIDEWALK AND EXTEND 1 FOOT BEYOND EACH SIDE OF THE SIDEWALK TO A MINIMUM 95% OF AASHTO T99 DENSITY

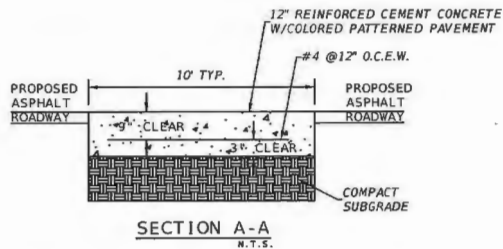
NOTES:

1. ALL STRIPING TO BE LEAD & SOLVENT FREE THERMOPLASTIC.
2. SOD ALL DISTURBED AREAS.
3. DESIGN SPEED: 20 MPH.
4. FOR SUPERPAVE UTILIZE TRAFFIC LEVEL C.

SCALE: N.T.S.

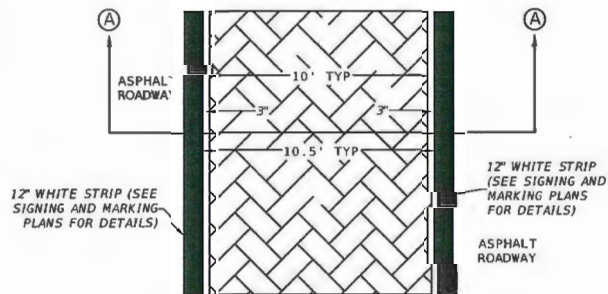
REVISIONS	DATE	1511 East S.R. 434, Suite 1001 Winter Springs, Florida 32708 Ph: 407.957.1660 / Fax: 407.957.8744 FL Certificate of Authorization No. 6876 INFRASTRUCTURE ENGINEERS, INC.	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N. SINCLAIR AVE. TAVARES, FLORIDA 32778	OSCAR M. CASTANEDA P.E. No. 82317 SIGNATURE DATE: February 14, 2018 OSCAR M. CASTANEDA, P.E. No. 82317	OLD CR 441 SOUTHWEST TYPICAL SECTION	SHEET NO. 08
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NOTE:

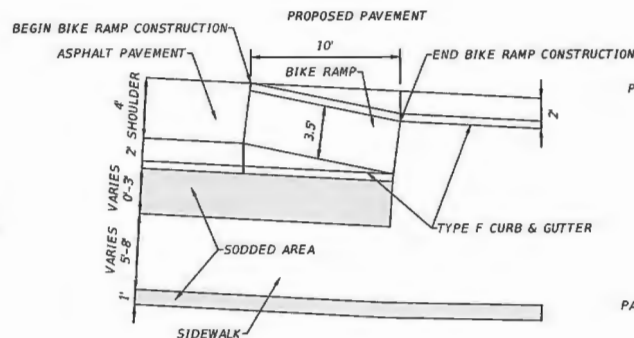
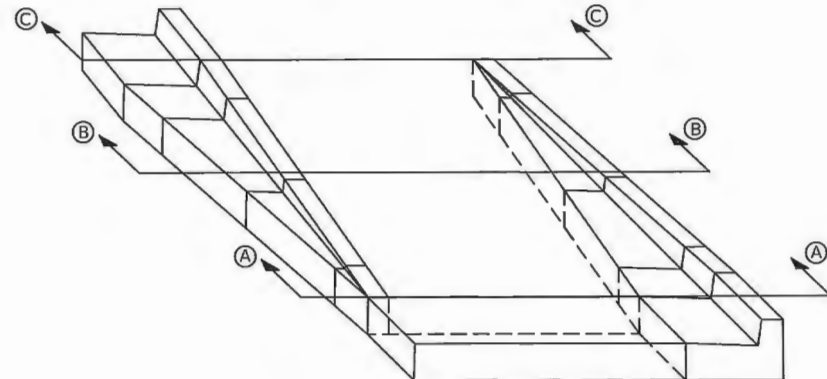
1. COMPACT SUBGRADE TO 98% MAXIMUM DENSITY, AASHTO T-180.
2. SEE FDOT INDEX FOR JOINTS, $\frac{3}{4}$ " SAW CUT JOINTS, $\frac{1}{2}$ " DEEP IN 24 HR, MAXIMUM JOINT SPACING SHALL BE 15'-0" WITH 3 EQUAL SPACING ON CROSSWALK WIDTH. COST OF REINFORCING BARS TO BE INCLUDED IN COST OF COLORED CONCRETE WITH STAMPED PATTERN.
3. COST OF REINFORCING BARS TO BE INCLUDED IN COST OF COLORED CONCRETE WITH STAMPED PATTERN.
4. INSTALL $\frac{1}{2}$ " EXPANSION JOINT AT THE DROP CURB ADJACENT TO CROSSWALK RAMP AND SIDEWALK.



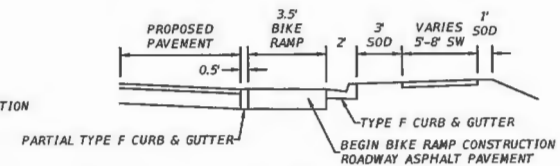
NOTE:

1. COLOR TO BE DETERMINED BY THE COUNTY. CONTRACTOR TO VERIFY COLOR MATCH WITH A SAMPLE PRIOR TO CONSTRUCTION.
2. STAMPED PATTERN TO BE HERRING BONE.
3. PAYMENT WILL BE MADE PER FDOT PAY ITEMS 350-4-13 AND 523-1.

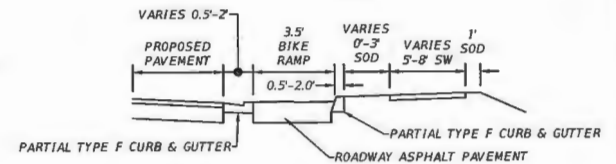
TYPICAL CROSSWALK WITH COLORED CONCRETE AND STAMPED PAVEMENT DETAIL



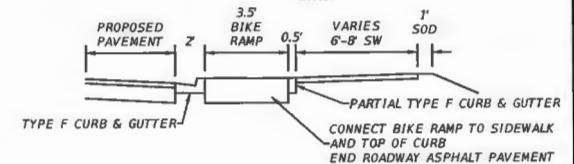
BIKE RAMP PLAN DETAIL



SECTION A-A N.T.S.



SECTION B-B N.T.S.



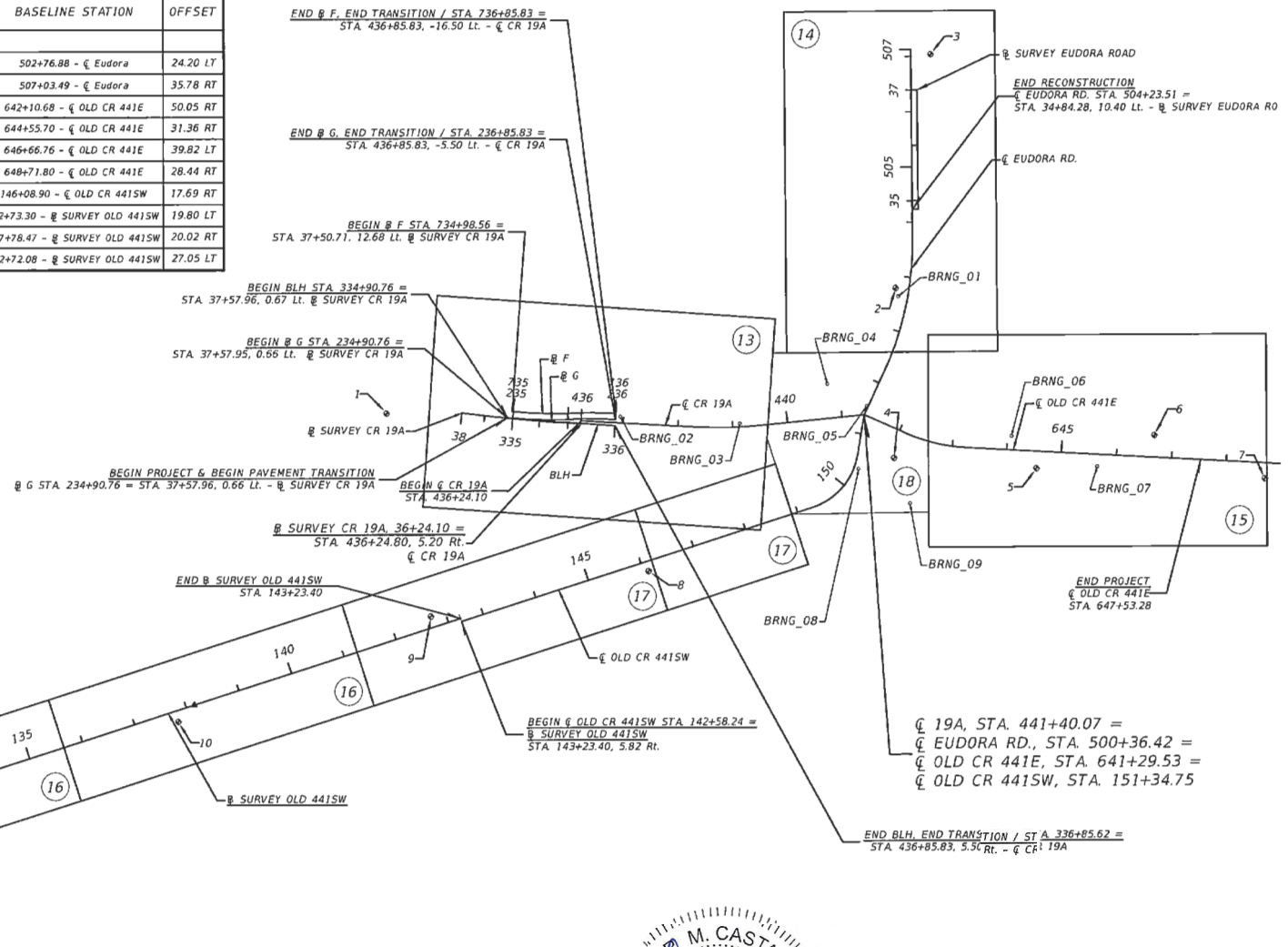
SECTION C-C N.T.S.



REVISIONS	DATE	1511 East S.R. 434, Suite 1001 Winter Springs, Florida 32708 Ph: 407.957.1660 / Fax: 407.957.8744 FL Certificate of Authorization No. 6876 INFRASTRUCTURE ENGINEERS, INC.	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINCLAIR AVE. TAVARES, FLORIDA 32778	TYPICAL SECTION DETAILS	SHEET NO. 10
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HORIZONTAL CONTROL POINTS / BENCHMARKS					
POINT NUMBER	(X) EASTING	(Y) NORTHING	ELEVATION	BASELINE STATION	OFFSET
1	439042.4900	1627058.0800	88.23		
2	439968.4900	1627282.7800	89.96	502+76.88 - ζ Eudora	24.20 LT
3	440033.8000	1627705.2800	92.16	507+03.49 - ζ Eudora	35.78 RT
4	439964.4253	1626975.1066	79.02	642+10.68 - ζ OLD CR 441E	50.05 RT
5	440223.9830	1626955.6000	78.63	644+55.70 - ζ OLD CR 441E	31.36 RT
6	440438.6200	1627015.1300	79.21	646+66.76 - ζ OLD CR 441E	39.82 LT
7	440639.6200	1626935.7700	76.84	648+71.80 - ζ OLD CR 441E	28.44 RT
8	439517.4700	1626770.9900	77.45	146+08.90 - ζ OLD CR 441SW	17.69 RT
9	439122.7300	1626689.3700	81.79	142+73.30 - ζ SURVEY OLD 441SW	19.80 LT
10	438664.0200	1626499.5000	87.67	137+78.47 - ζ SURVEY OLD 441SW	20.02 RT
11	438167.6600	1626388.8100	94.75	132+72.08 - ζ SURVEY OLD 441SW	27.05 LT

BRNG. - BORING HOLE LOCATIONS



REVISIONS	DATE



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LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
350 N. SINCLAIR AVE.
TAVARES, FLORIDA 32778



PROJECT LAYOUT

SHEET NO.
12

LEGEND:



DETECTABLE WARNING

END @ F, END TRANSITION / STA. 736+85.83 =
STA. 436+85.83, -16.50 Lt. - @ CR 19A

END @ H, END TRANSITION / STA. 336+85.62 =
STA. 436+85.83, 5.50 Rt. - @ CR 19A

BEGIN PROJECT &
BEGIN PAVEMENT TRANSITION
STA. 234+90.76 @ G =
STA. 37+57.95, 0.66 Lt. - @ SURVEY CR 19A

BEGIN @ F, STA. 734+98.56 =
STA. 37+50.71, 12.68 Lt. @ SURVEY CR 19A

END @ G, END TRANSITION / STA. 236+85.83 =
STA. 436+85.83, -5.50 Lt. - @ CR 19A

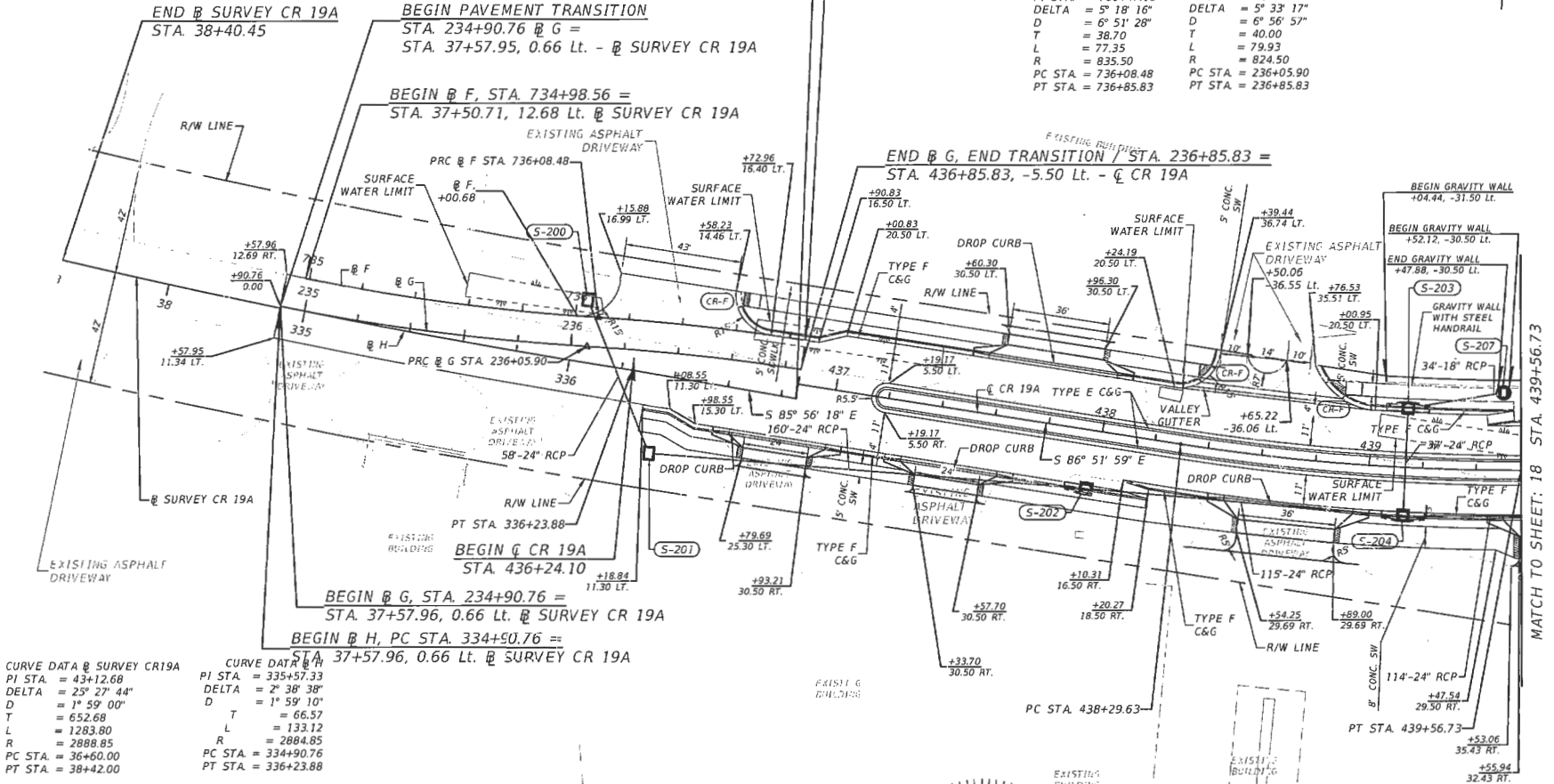
CURVE DATA @ F
PI STA = 735+53.60
DELTA = 7° 48' 16"
D = 7° 05' 59"
T = 55.05
L = 109.92
R = 807.00
PC STA = 734+98.56
PT STA = 736+08.48

CURVE DATA @ G
PI STA = 235+48.42
DELTA = 8° 03' 17"
D = 6° 59' 45"
T = 57.66
L = 115.14
R = 819.00
PC STA = 234+90.76
PT STA = 236+05.90

CURVE DATA @ CR 19A
PI STA = 438+93.31
DELTA = 8° 32' 52"
D = 6° 59' 14"
T = 63.68
L = 127.10
R = 820.00
PC STA = 438+29.63
PT STA = 439+56.73
e = NC

CURVE DATA @ F
PI STA = 736+47.18
DELTA = 5° 18' 16"
D = 6° 51' 28"
T = 38.70
L = 77.35
R = 835.50
PC STA = 736+08.48
PT STA = 736+85.83

CURVE DATA @ G
PI STA = 236+45.89
DELTA = 5° 33' 17"
D = 6° 56' 57"
T = 40.00
L = 79.93
R = 824.50
PC STA = 236+05.90
PT STA = 236+85.83



CURVE DATA @ SURVEY CR19A
PI STA = 43+12.68
DELTA = 25° 27' 44"
D = 1° 59' 00"
T = 652.68
L = 1283.80
R = 2888.85
PC STA = 36+60.00
PT STA = 38+42.00

CURVE DATA @ F
PI STA = 335+57.33
DELTA = 2° 38' 38"
D = 1° 59' 10"
T = 66.57
L = 133.12
R = 2884.85
PC STA = 334+90.76
PT STA = 336+23.88



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ENGINEERS, INC.

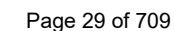


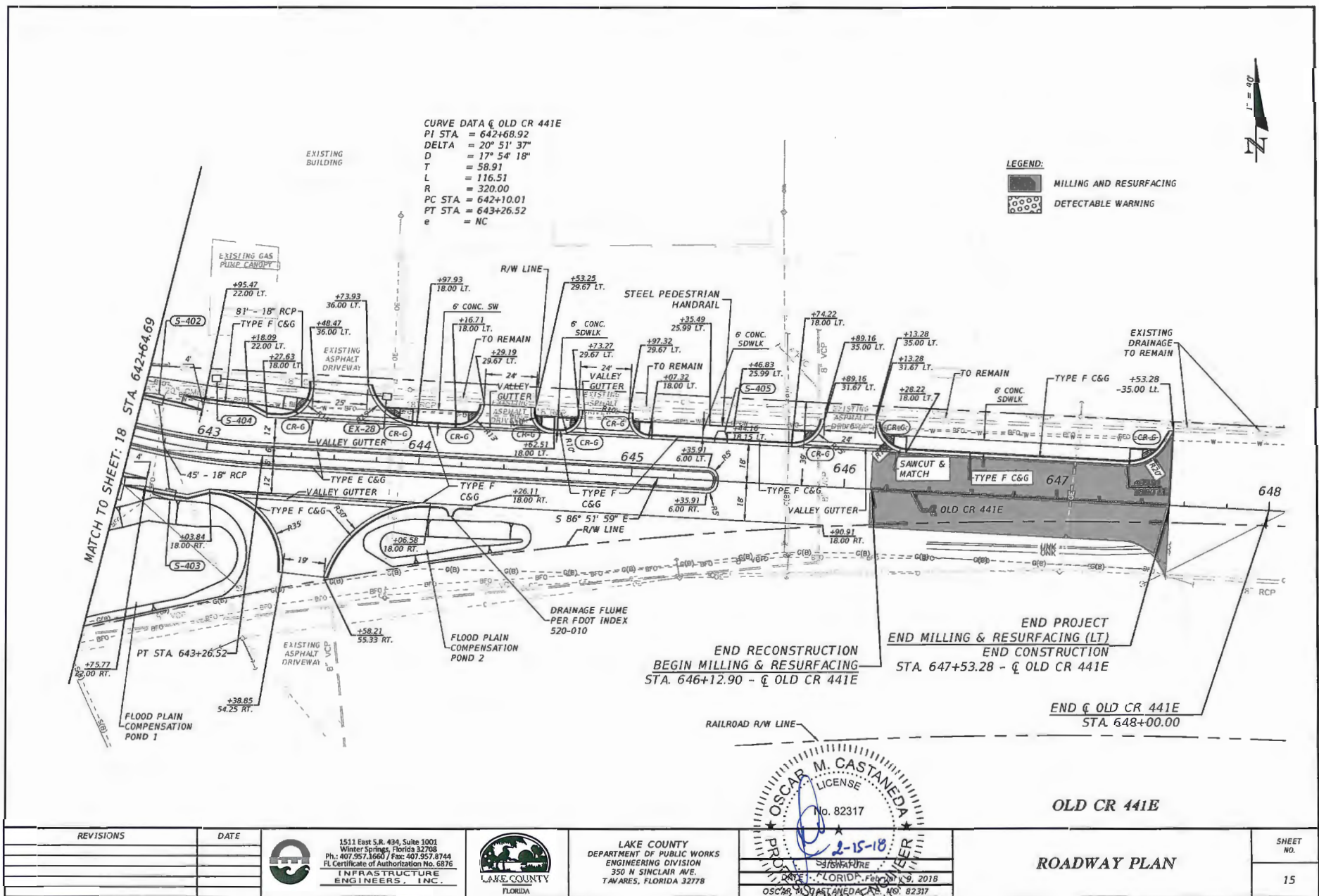
LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
350 N SINCLAIR AVE.
TAVERES, FLORIDA 32778

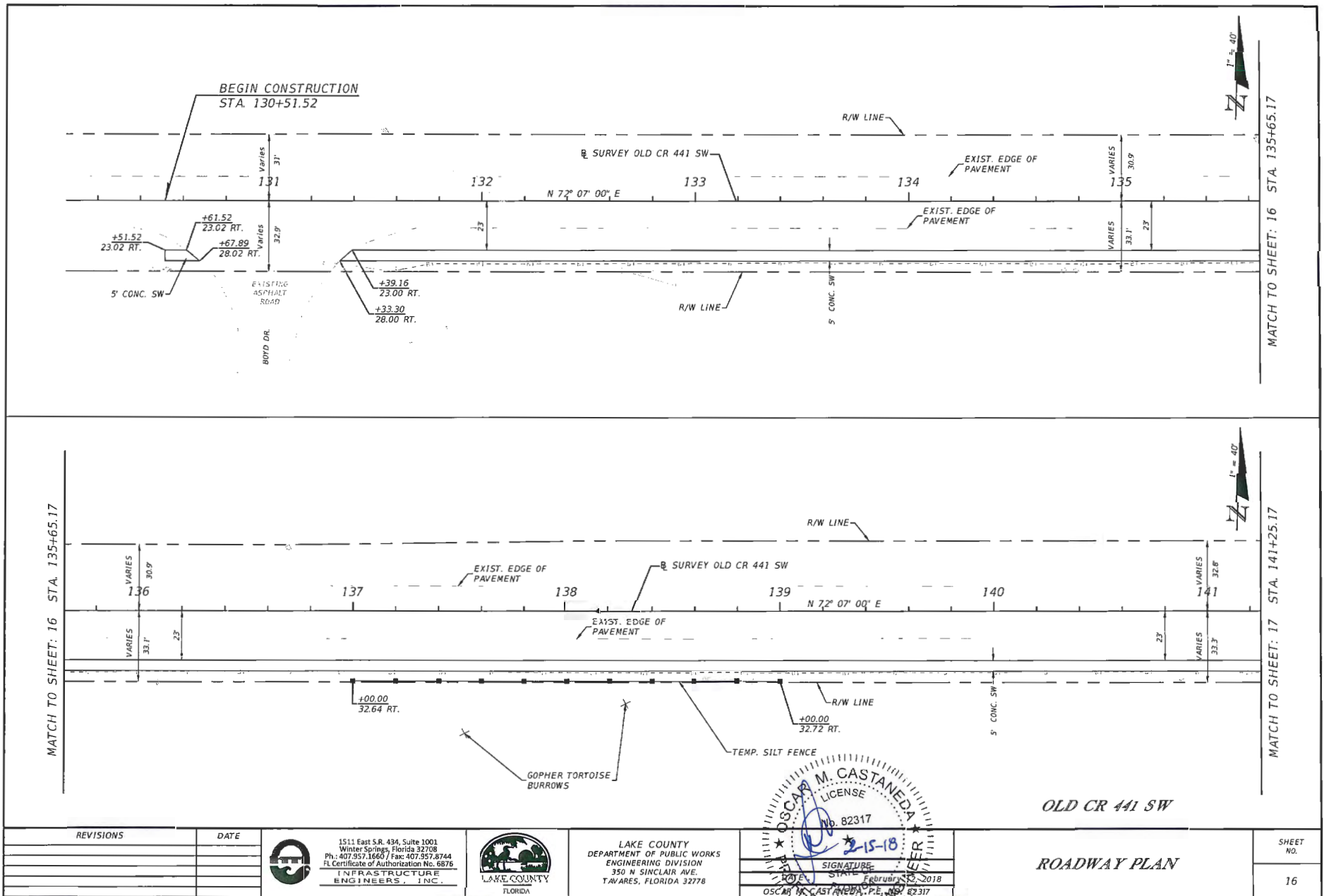


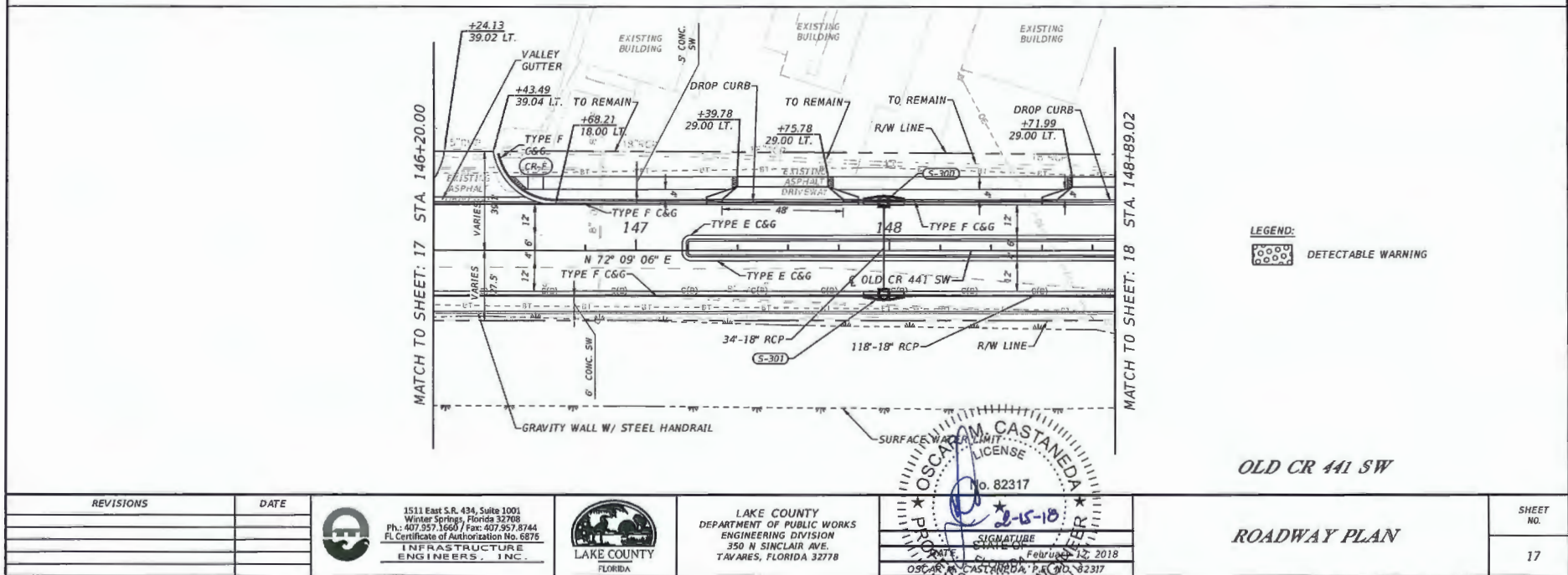
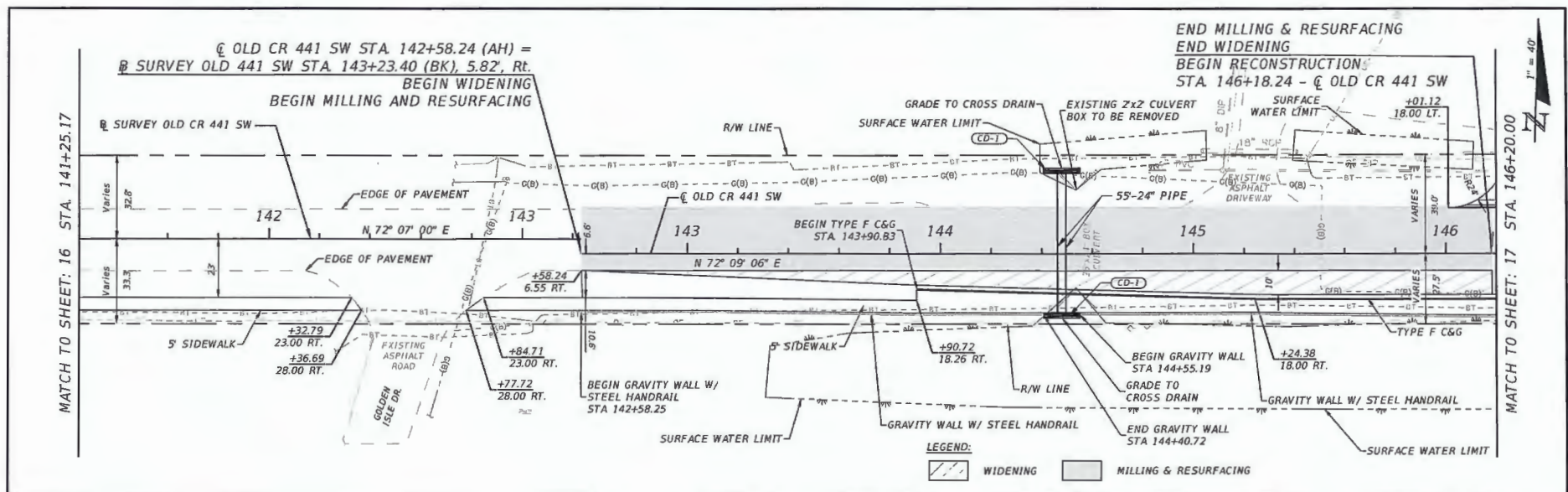
CR 19A RD.
ROADWAY PLAN

SHEET
NO.
13









REVISIONS	DATE


 1511 East S.R. 434, Suite 1001
 Winter Springs, Florida 32708
 Ph: 407.957.1660 / Fax: 407.957.8744
 FL Certificate of Authorization No. 6875
INFRASTRUCTURE ENGINEERS, INC.

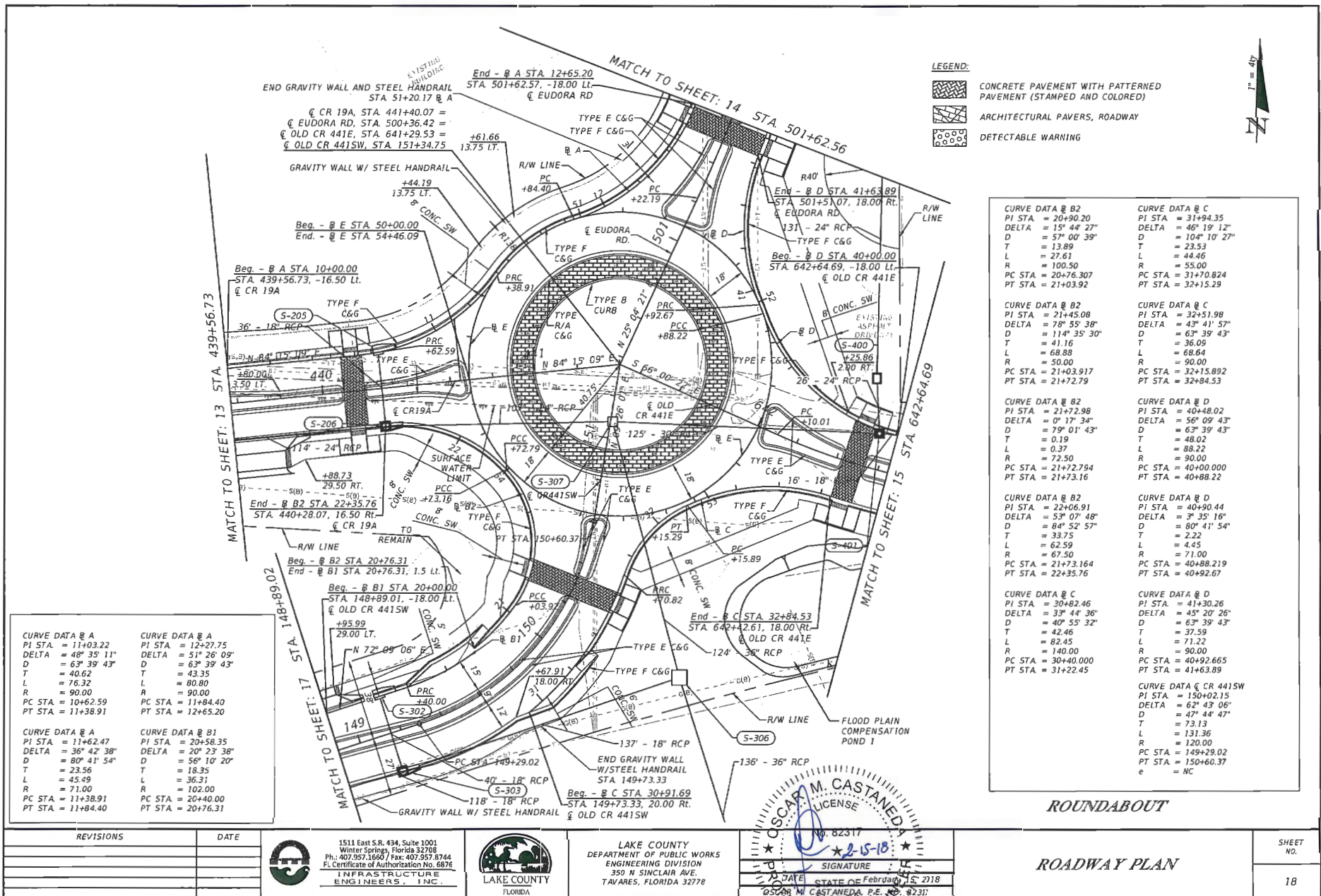


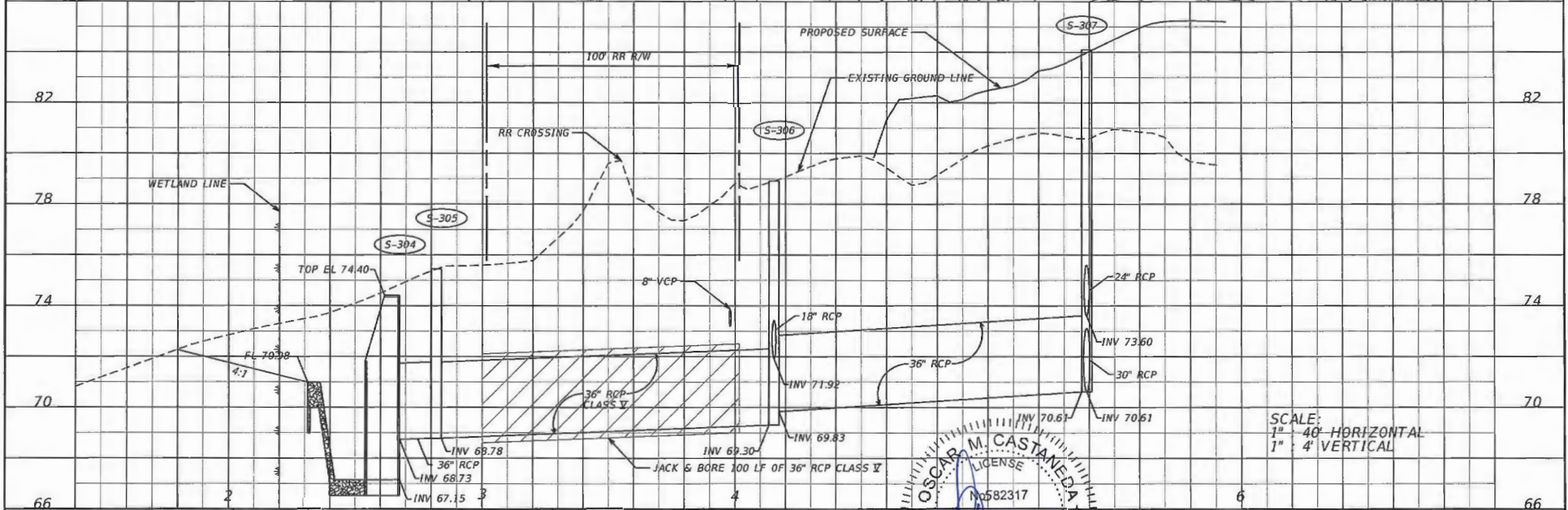
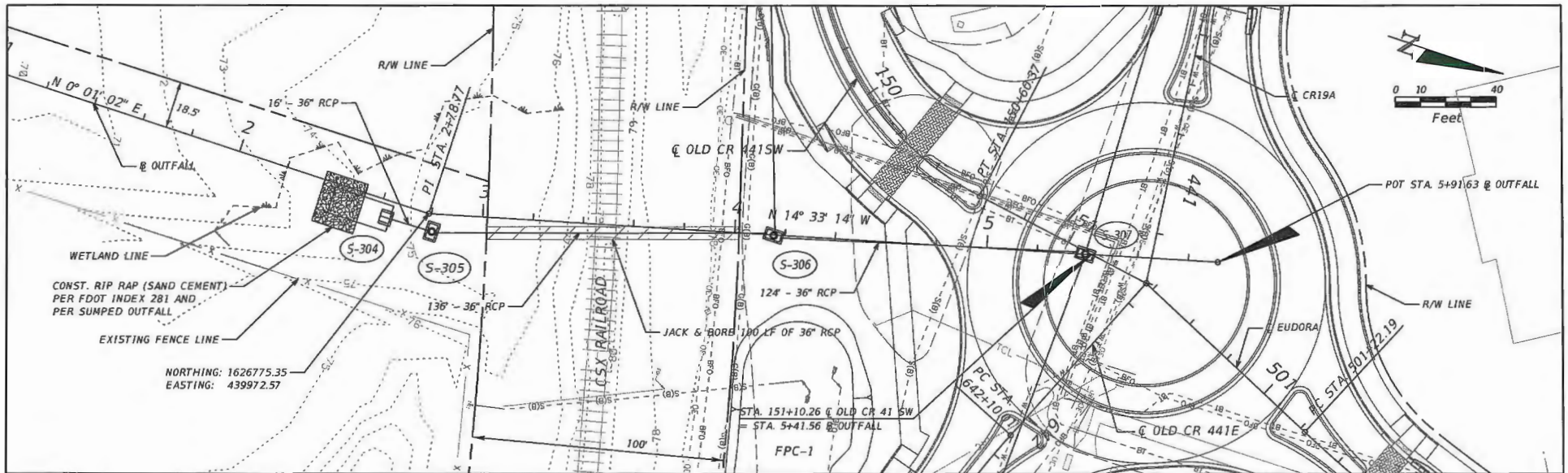
LAKE COUNTY
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 350 N. SINCLAIR AVE.
 TAVARES, FLORIDA 32778



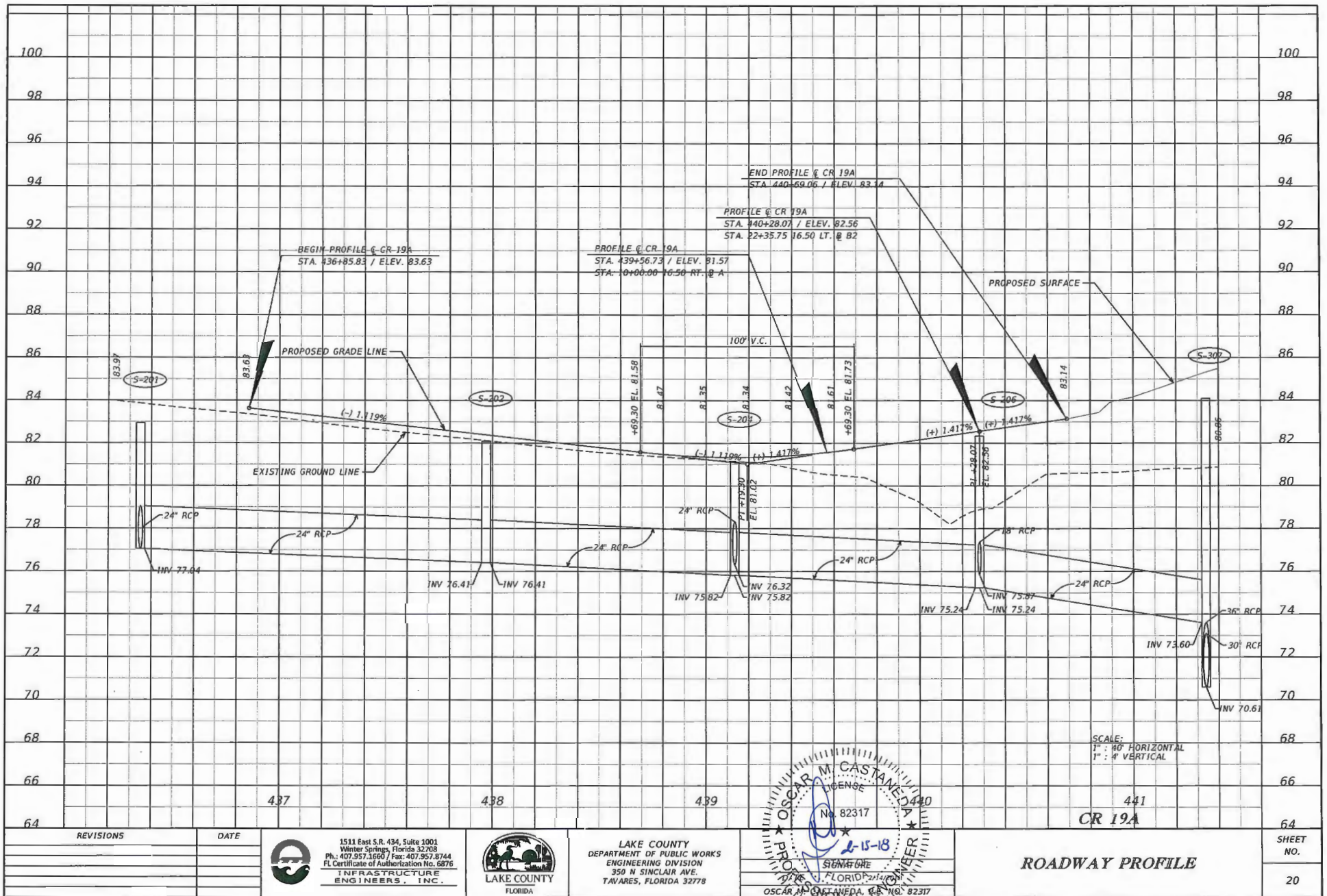
OLD CR 441 SW
ROADWAY PLAN

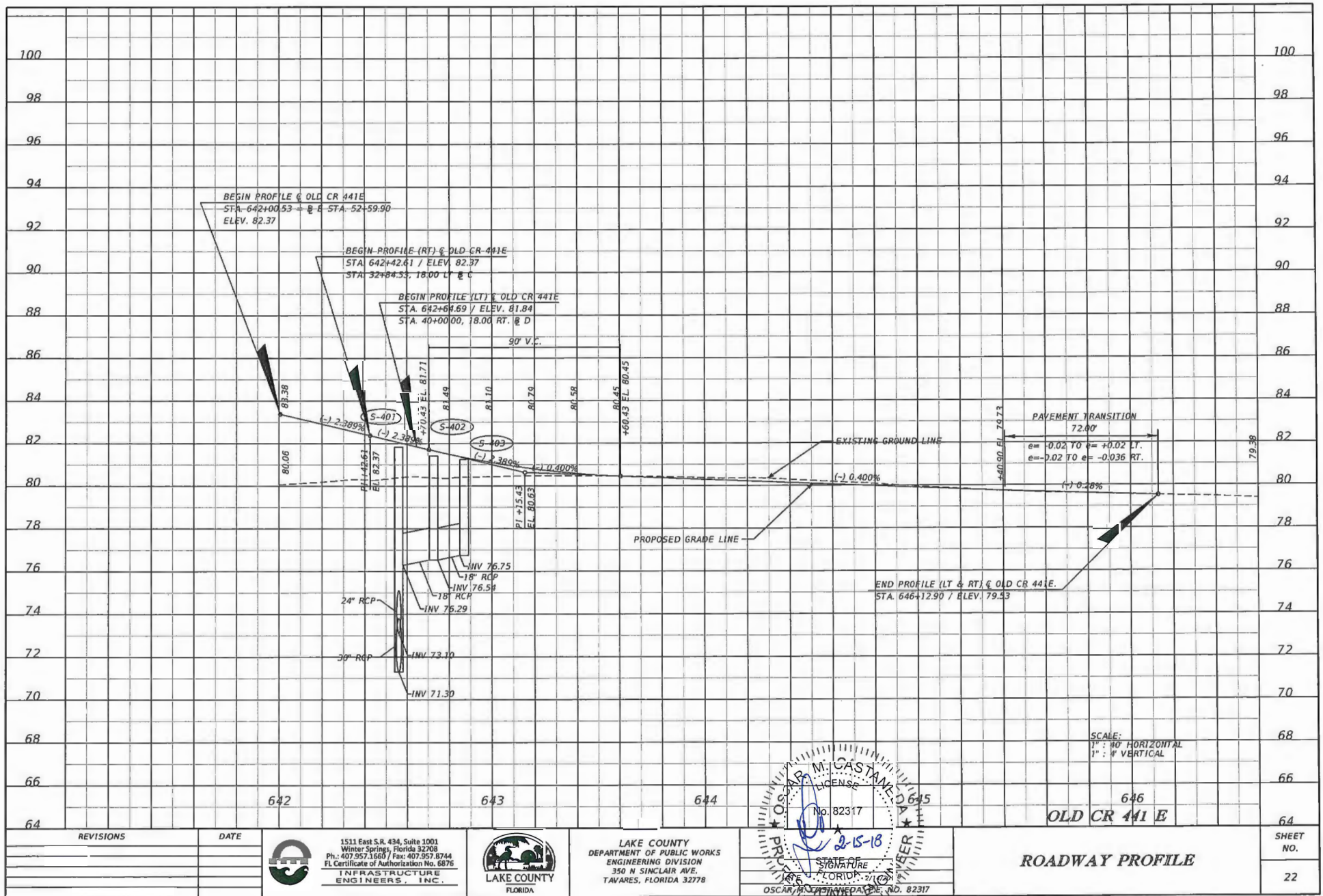
SHEET NO.
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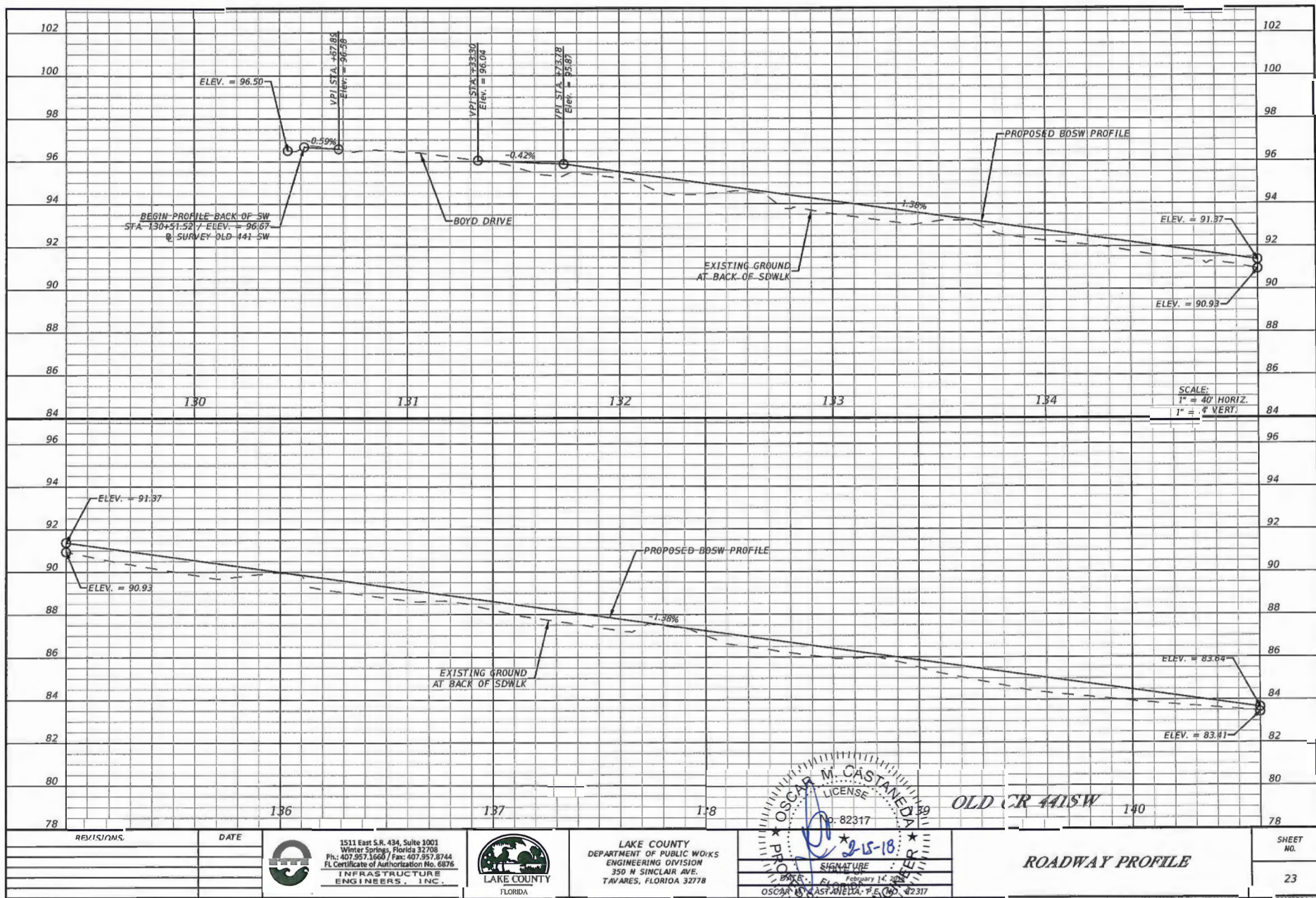


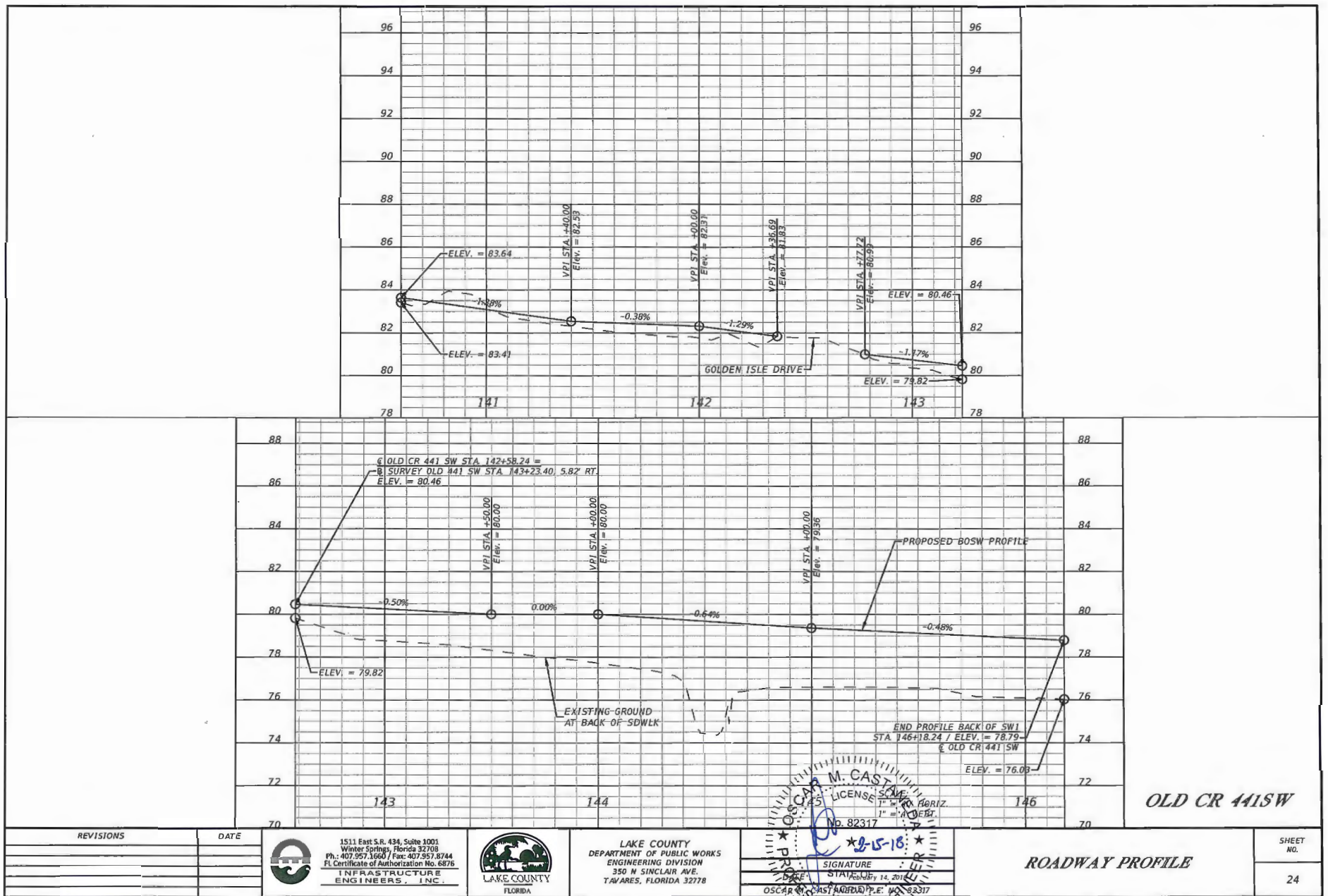


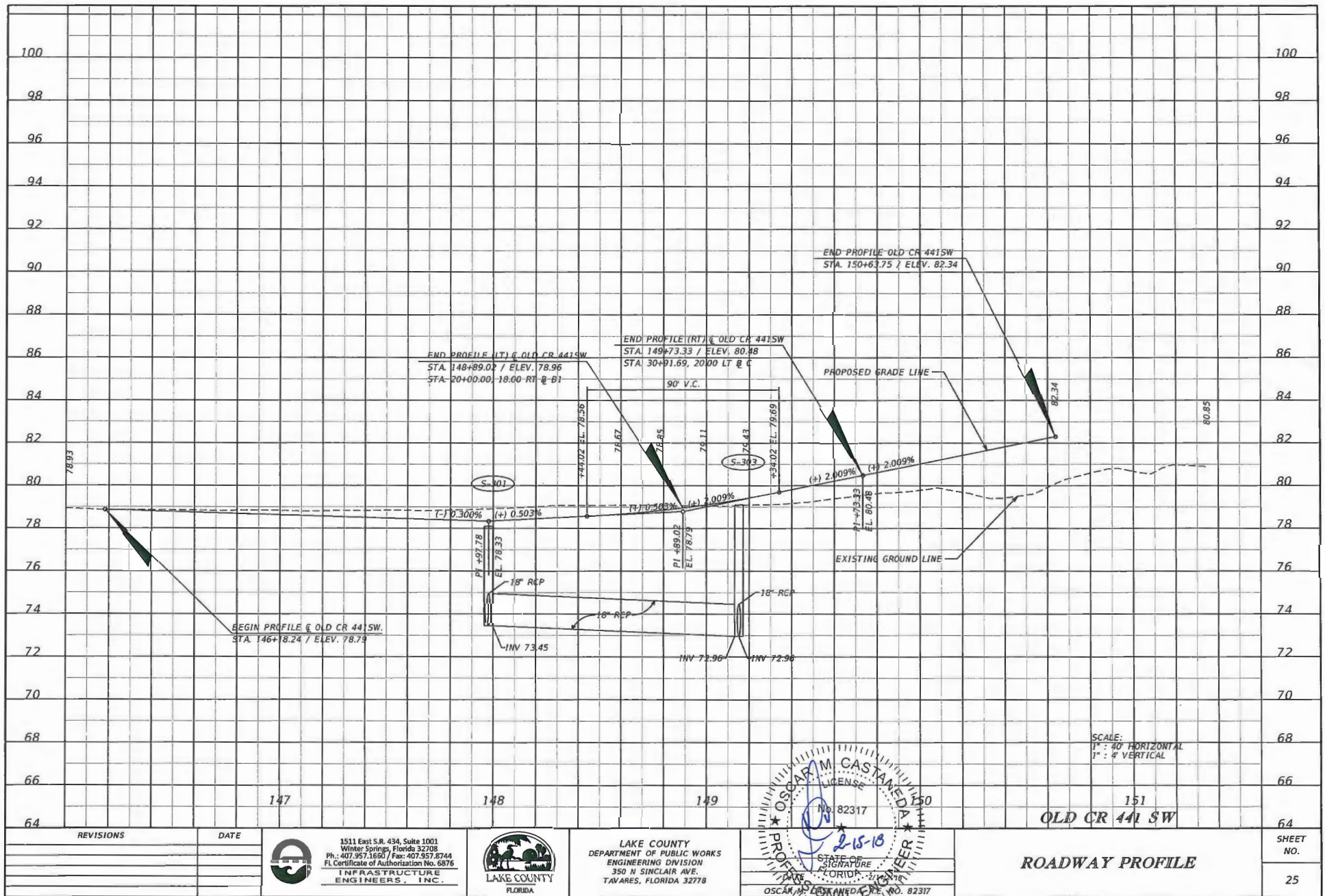
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REVISIONS	DATE															

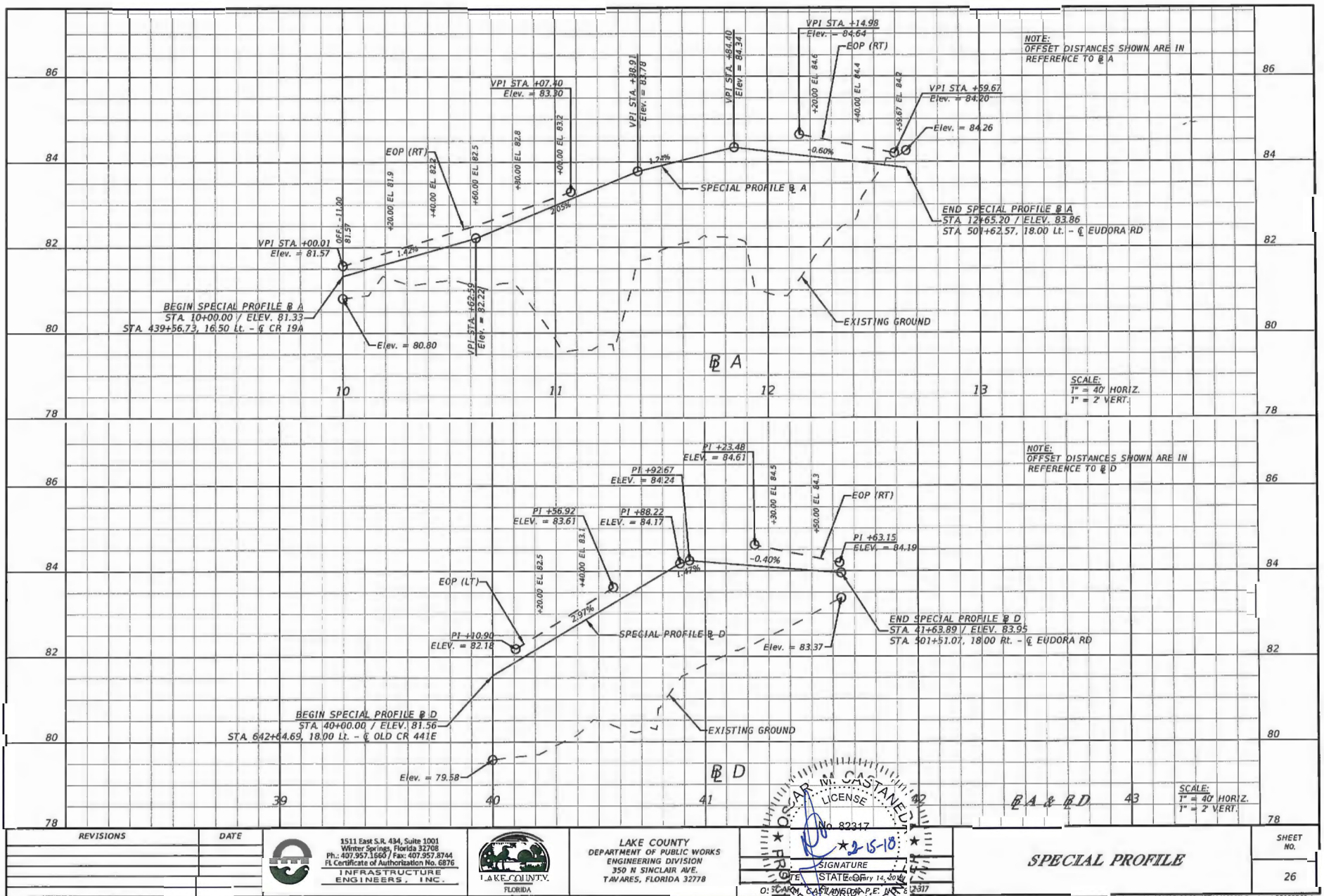


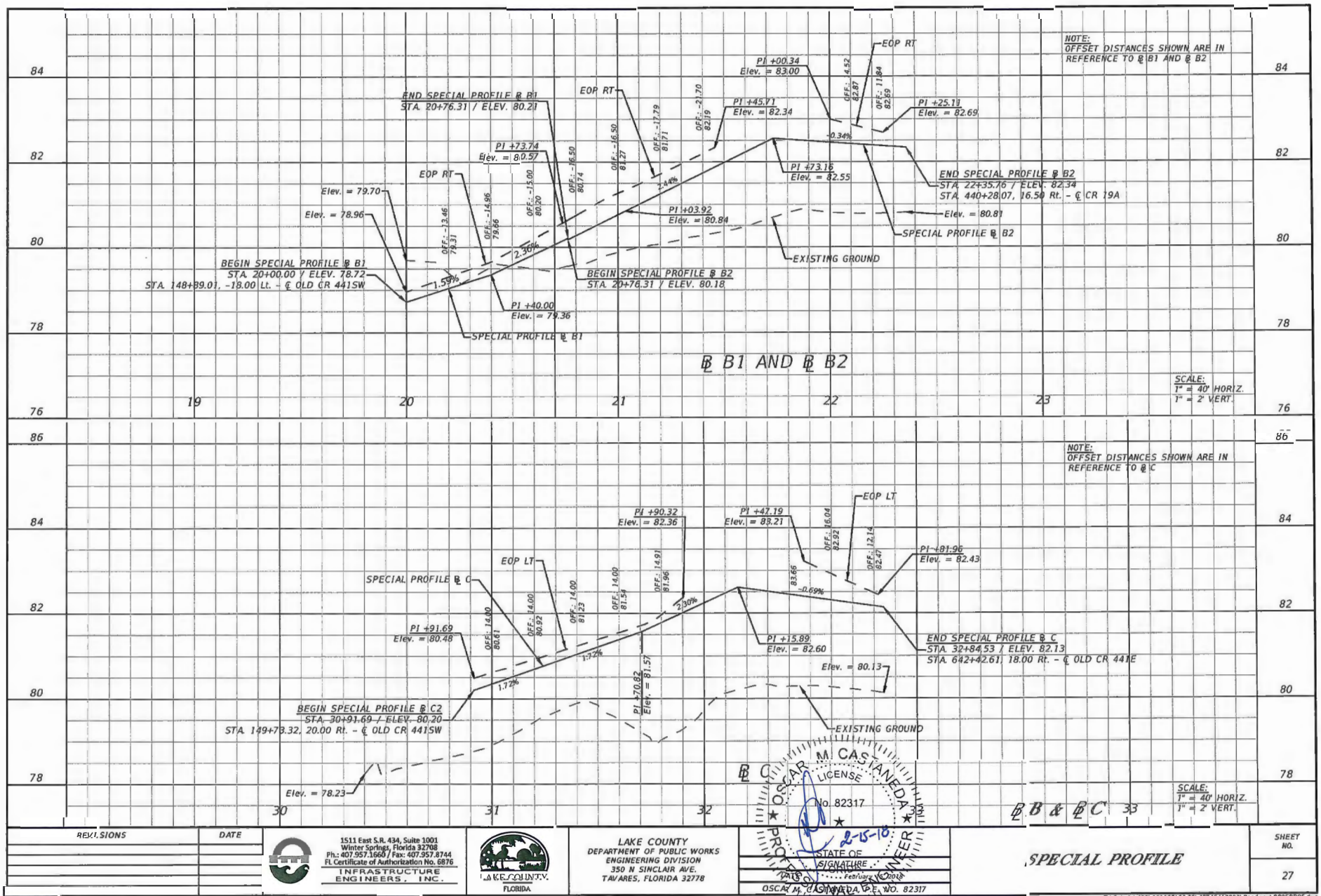


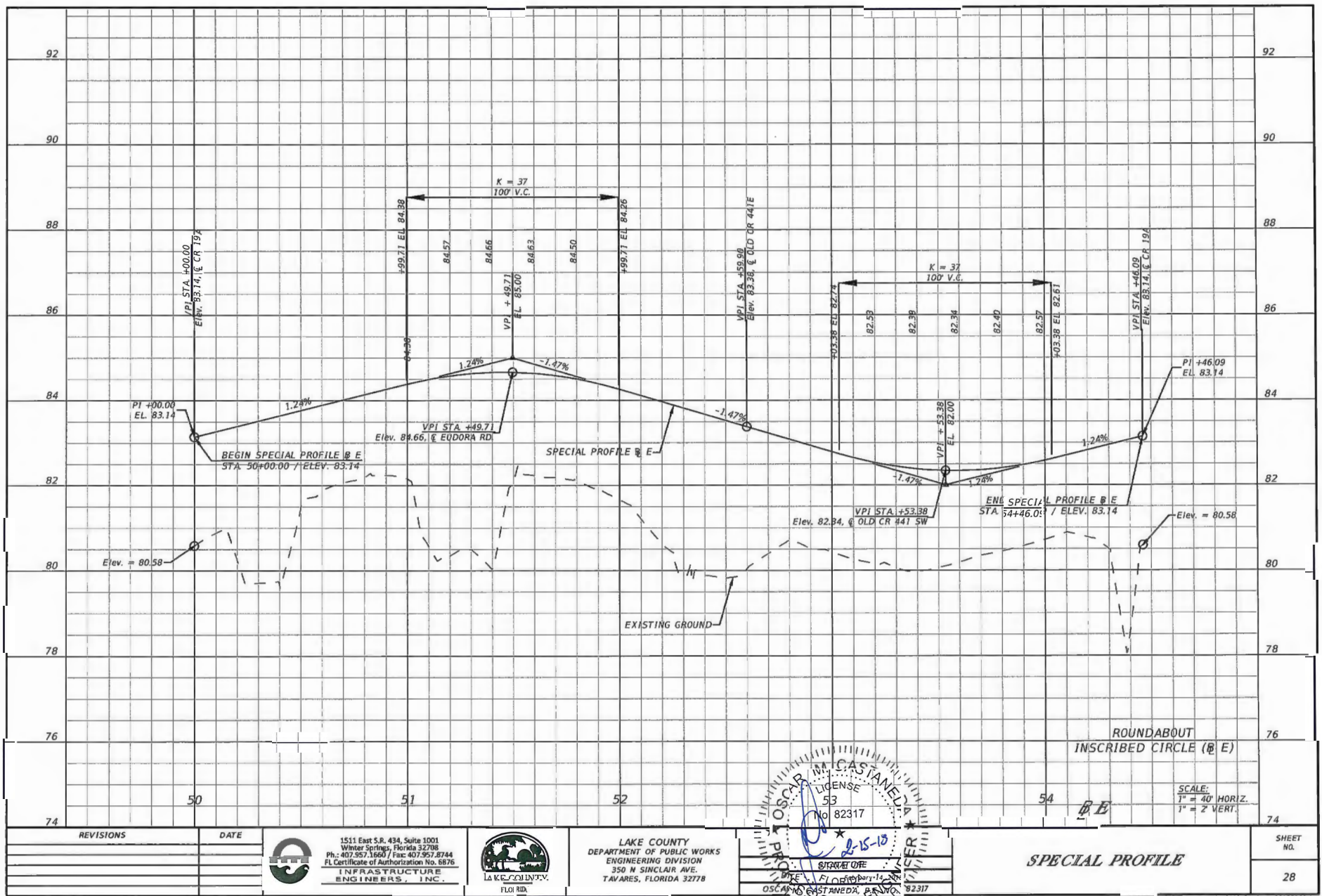


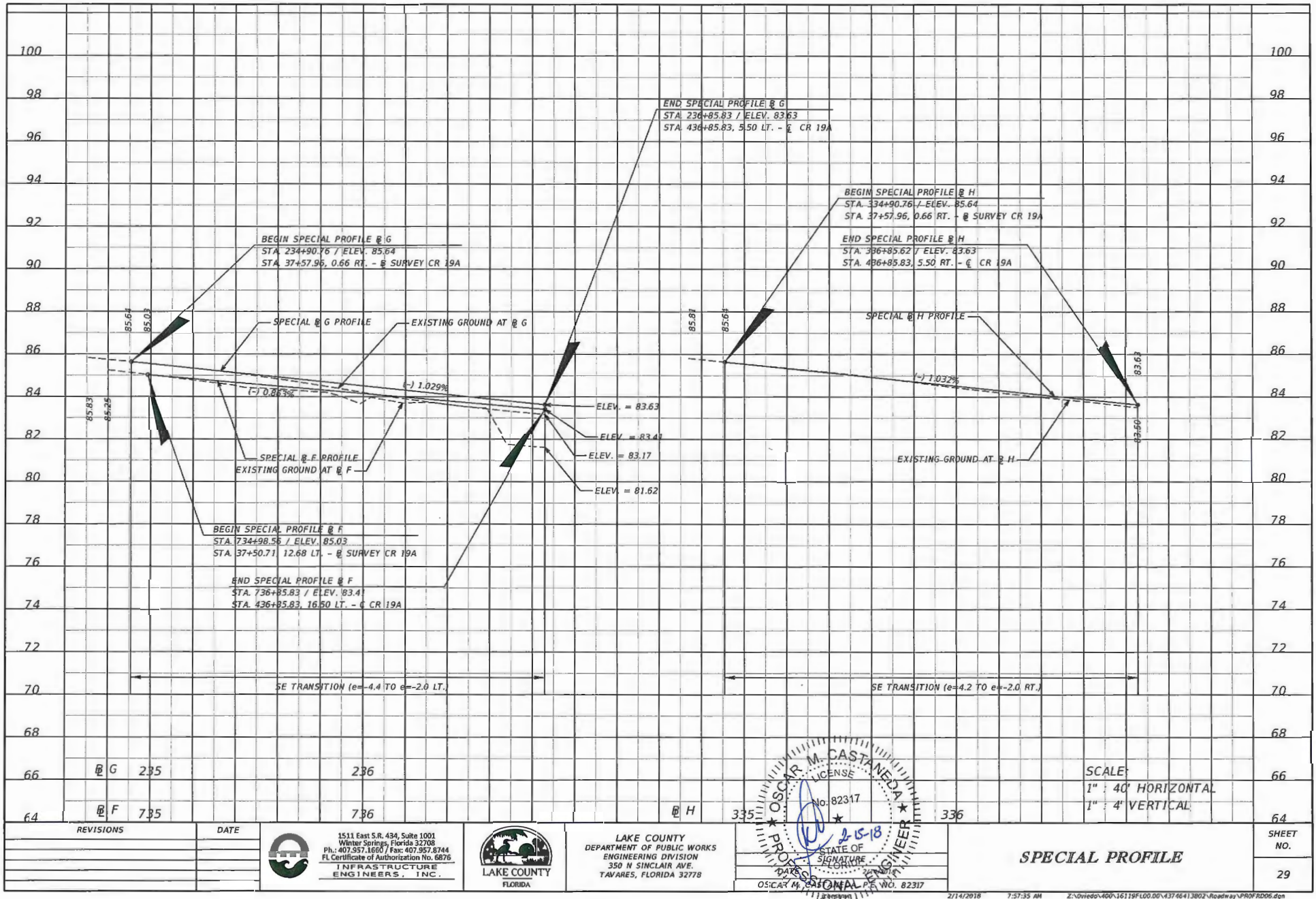


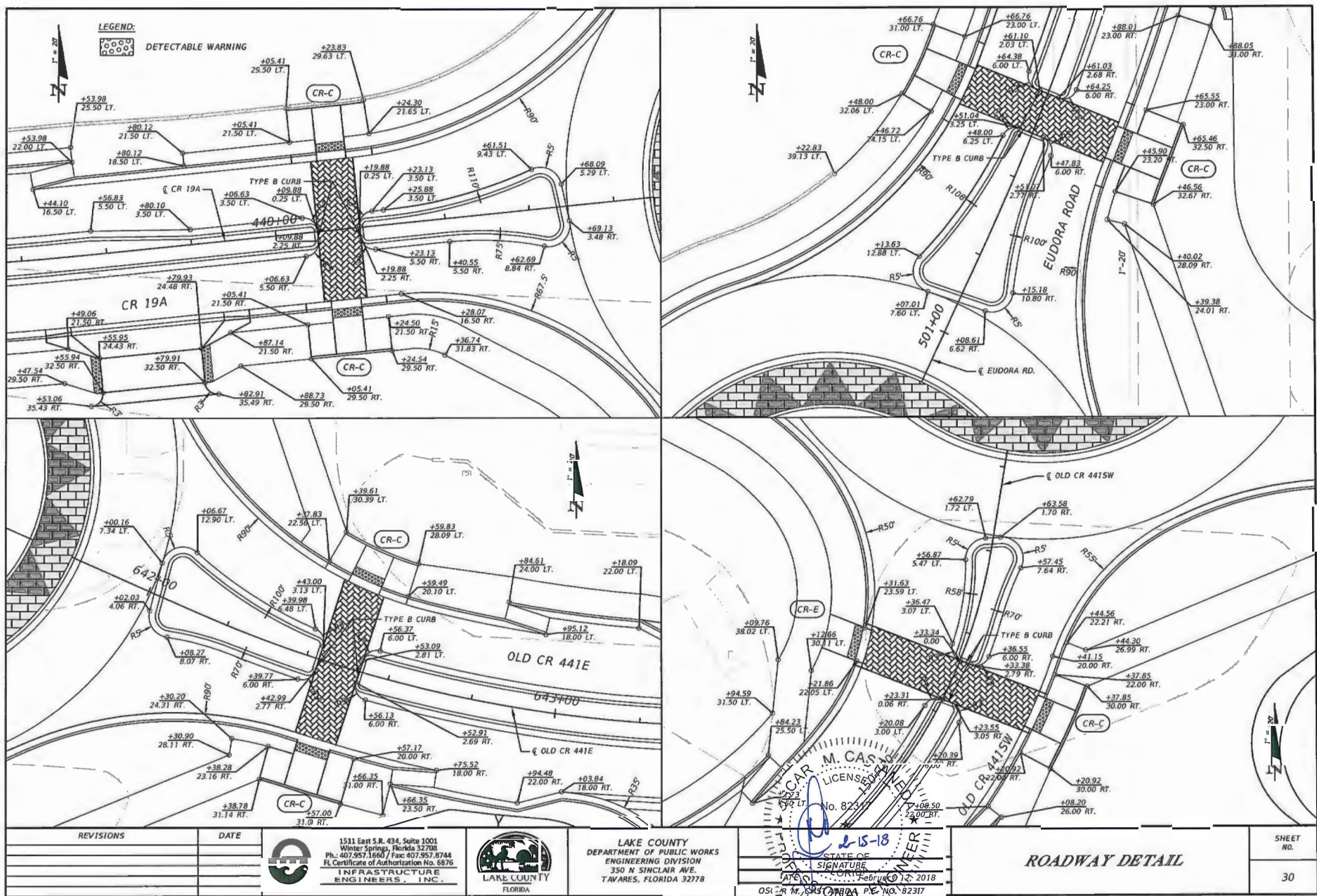




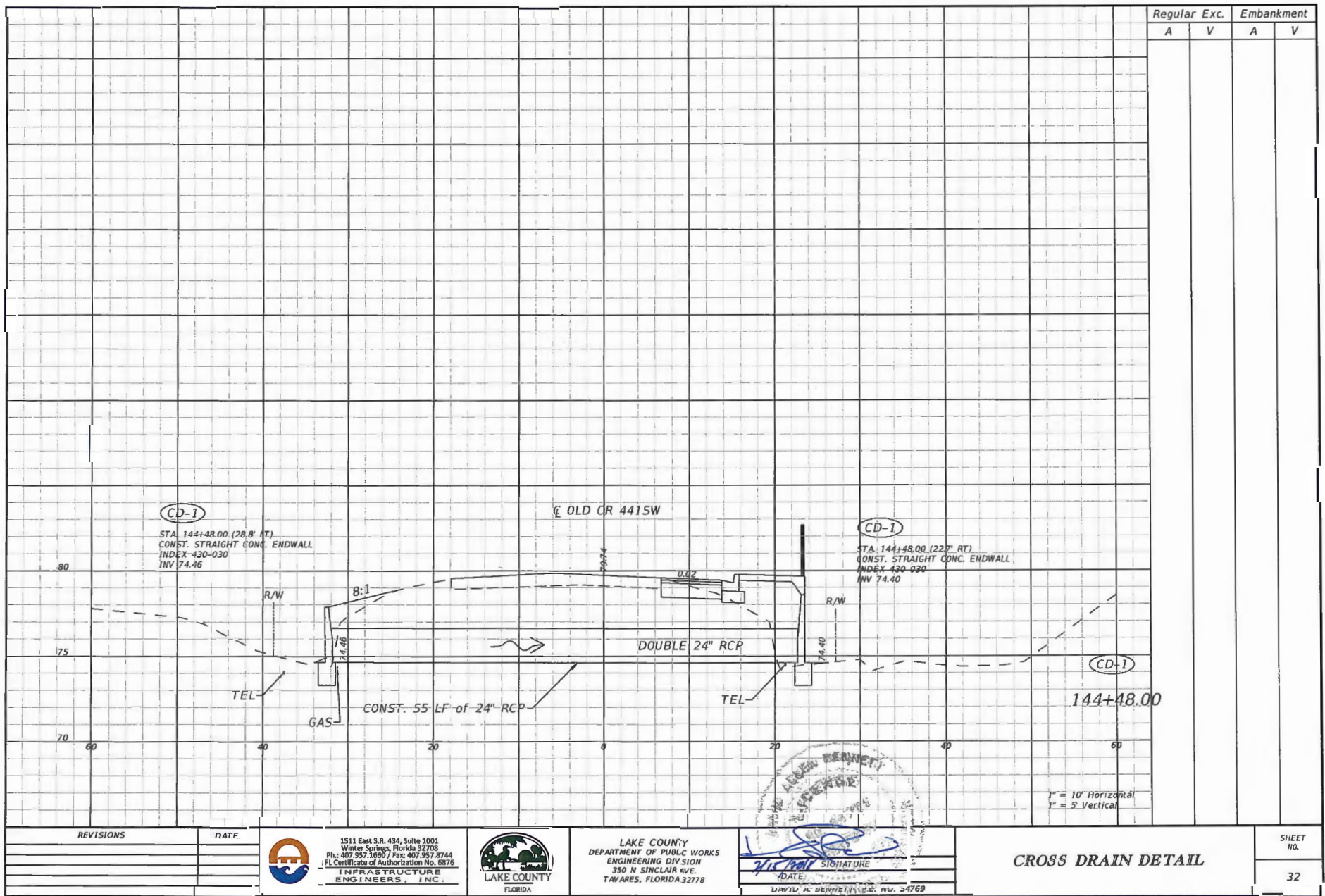


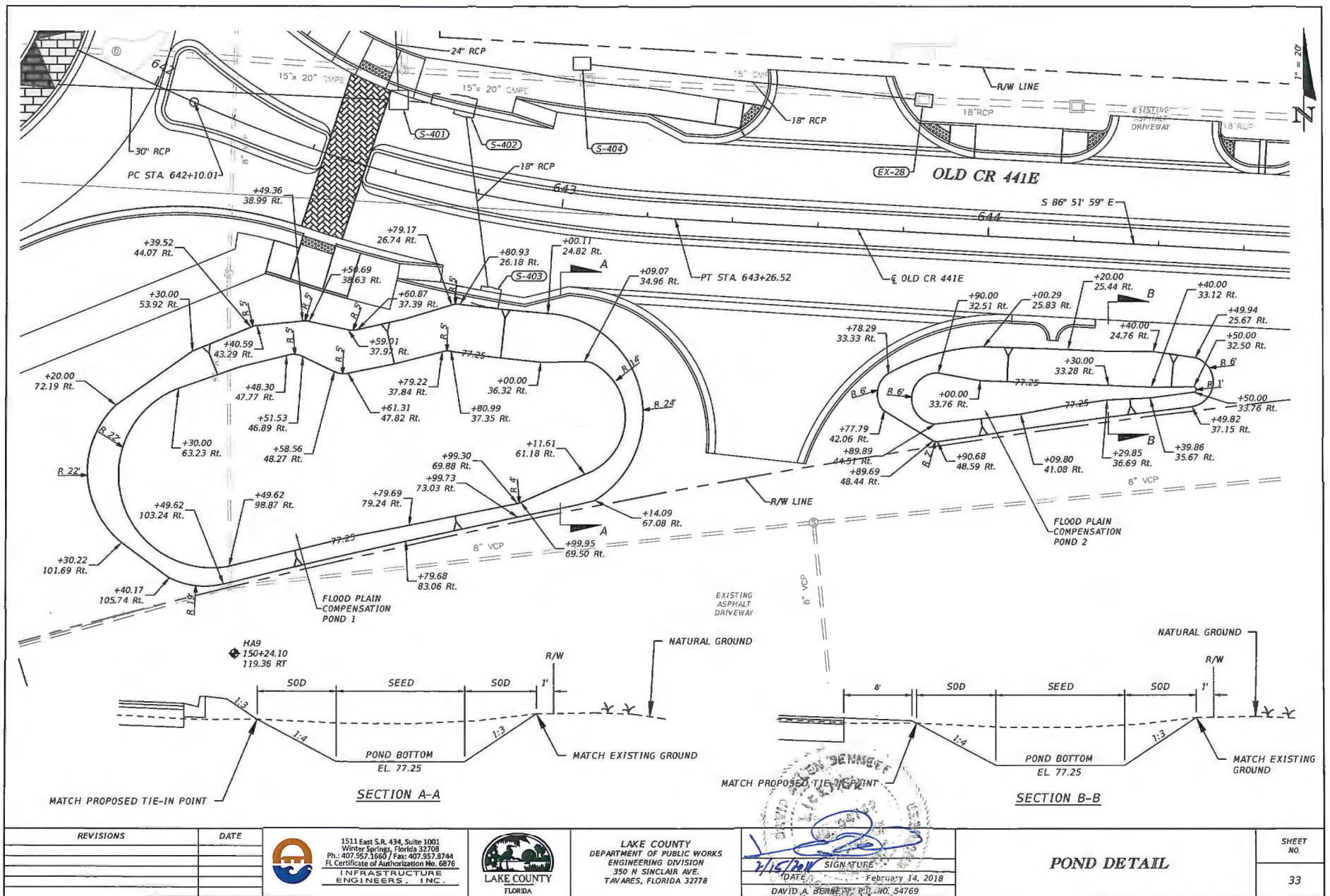


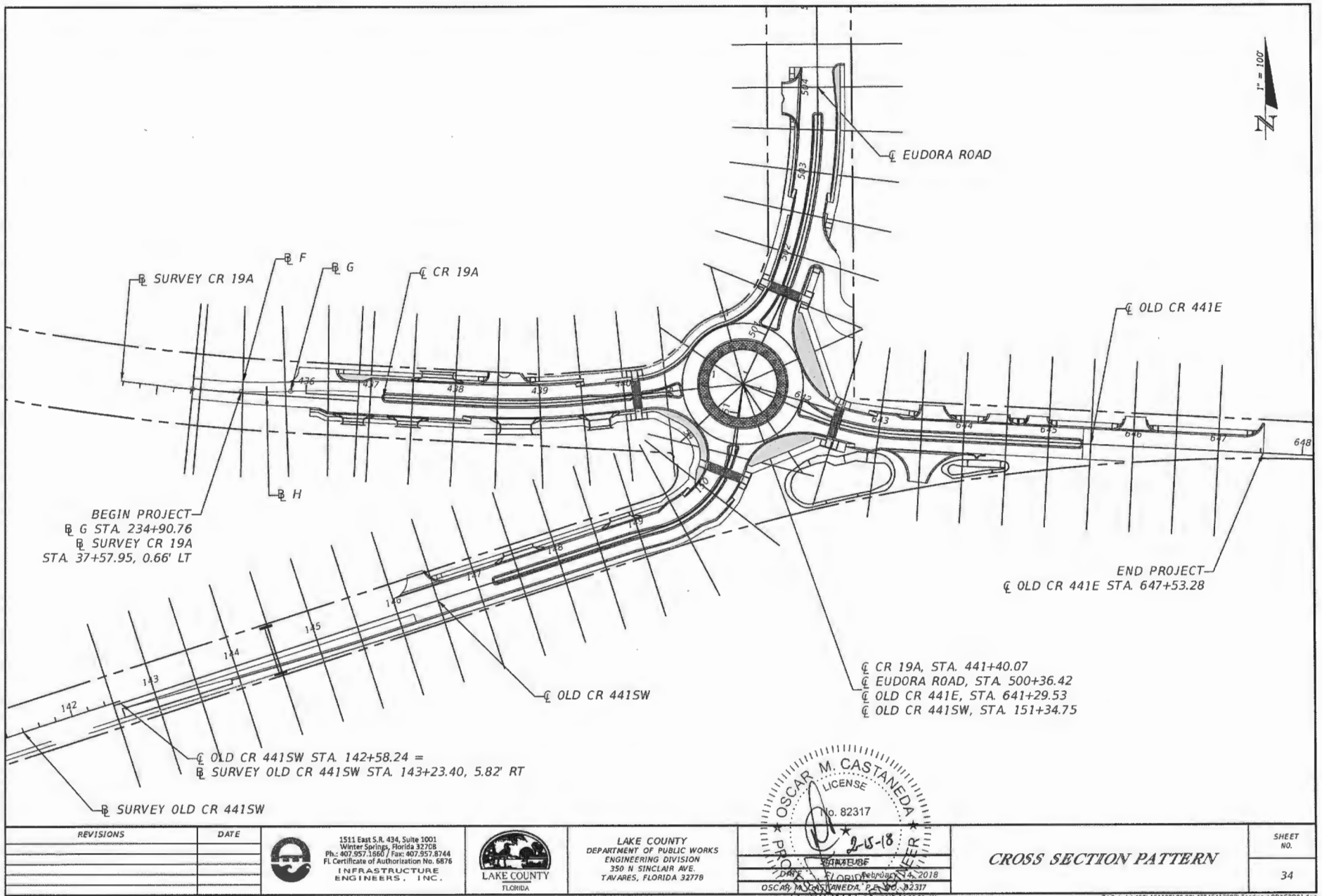


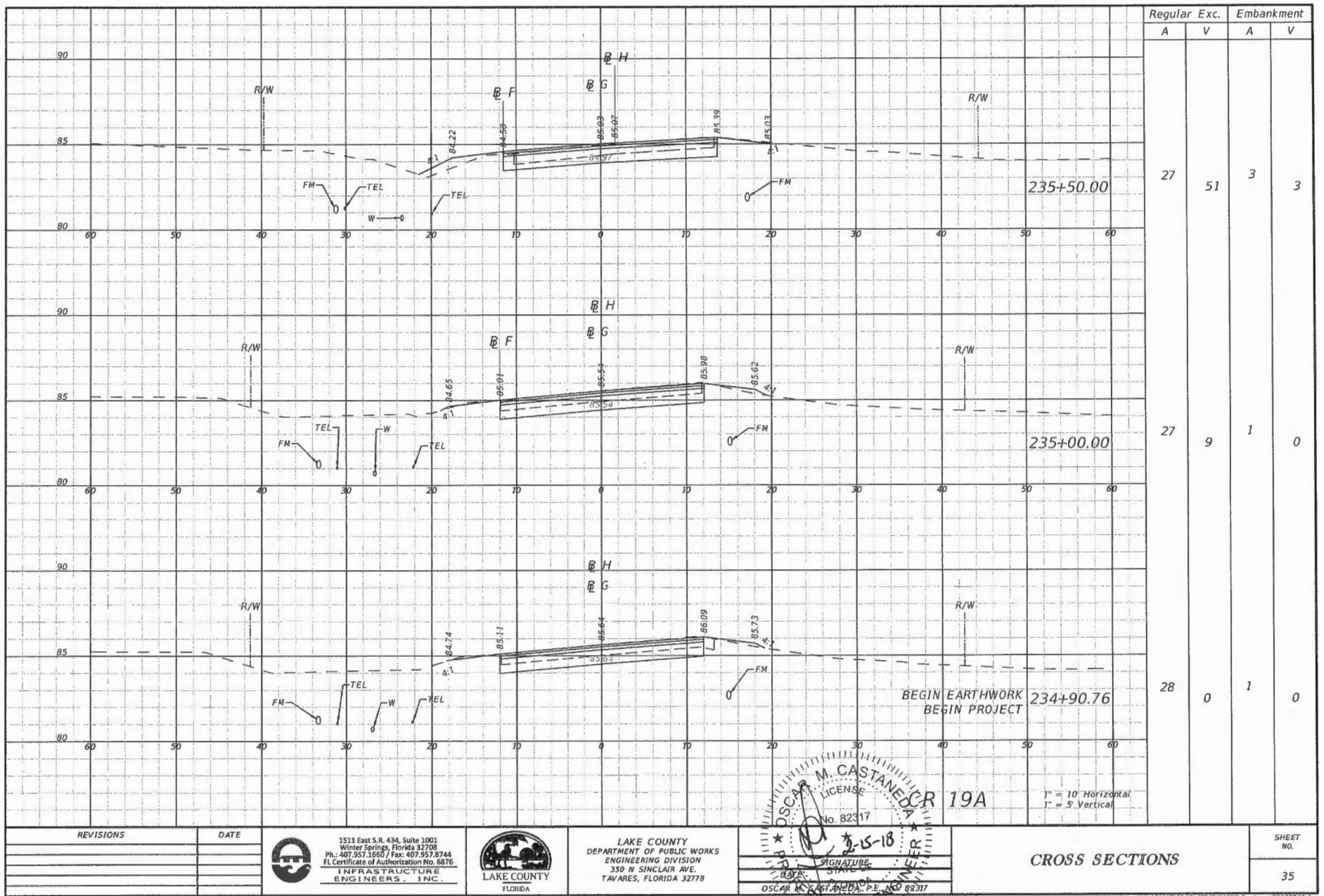


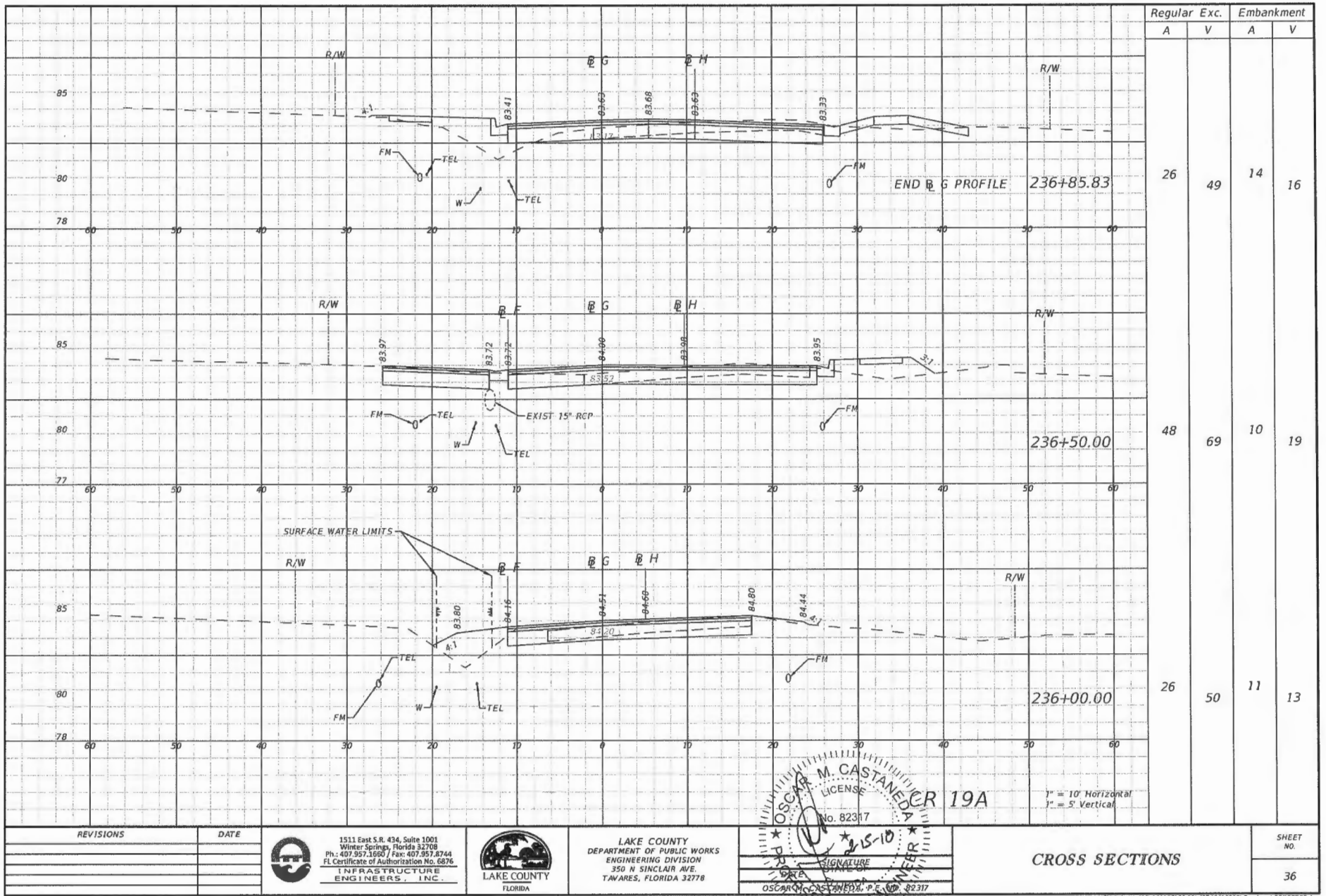
S-100 CONST. Curb Inlet Type 6 STA. 501+71.09 CLEUDORA OFFSET -18.00 FL ELEV. 83.90 INV. 79.39 (RT.) INV. 79.39 (AH.)	S-200 CONST. DBI TYPE D STA. 436+24.10 CL19A OFFSET -18.78 TOP ELEV. 82.27 INV. 77.27 (RT.)	S-300 CONST. Curb Inlet Type 6 STA. 147+97.78 CL441SW OFFSET -18.00 FL ELEV. 78.09 INV. 73.59 (RT.)	S-400 CONST. DBI TYPE D STA. 642+46.67 CL441E OFFSET -41.19 TOP ELEV. 80.03 INV. 73.40 (LT.) INV. 73.40 (RT.)					
S-101 CONST. Curb Inlet Type 6 STA. 501+71.09 CLEUDORA OFFSET 18.00 FL ELEV. 83.90 INV. 79.25 (LT.) INV. 79.25 (RT.)	S-201 CONST. DBI TYPE D STA. 436+35.00 CL19A OFFSET 34.00 TOP ELEV. 82.94 INV. 77.27 (LT.) INV. 77.04 (AH.)	S-301 CONST. Curb Inlet Type 6 STA. 147+97.78 CL441SW OFFSET 16.00 FL ELEV. 78.13 INV. 73.45 (LT.) INV. 73.45 (AH.)	S-401 CONST. MH TYPE J-8 STA. 642+56.09 CL441E OFFSET -16.81 TOP ELEV. 81.83 INV. 71.30 (AH.) INV. 71.30 (RT.) INV. 76.29 (BK.)					
S-102 CONST. DBI TYPE D STA. 501+92.97 CLEUDORA OFFSET 64.49 TOP ELEV. 82.94 INV. 78.90 (LT.) INV. 75.20 (BK.) INV. 75.20 (AH.)	S-202 CONST. Curb Inlet Type 5 STA. 437+97.00 CL19A OFFSET 20.50 FL ELEV. 82.09 INV. 76.41 (AH.) INV. 76.41 (BK.)	S-302 CONST. Curb Inlet Type 5 STA. 149+15.21 CL441SW OFFSET -18.00 FL ELEV. 79.14 INV. 74.64 (RT.)	S-402 CONST. Curb Inlet Type 5 STA. 642+72.50 CL441E OFFSET -18.00 FL ELEV. 81.42 INV. 76.54 (RT.) INV. 76.54 (BK.)					
S-103 CONST. Curb Inlet Type 5 STA. 502+86.00 CLEUDORA OFFSET -22.00 FL ELEV. 85.45 INV. 81.25 (RT.) INV. 80.78 (BK.)	S-203 CONST. Curb Inlet Type 6 STA. 439+13.42 CL19A OFFSET -20.50 FL ELEV. 81.03 INV. 76.53 (RT.) INV. 76.53 (AH.)	S-303 CONST. Curb Inlet Type 5 STA. 149+15.21 CL441SW OFFSET 17.31 FL ELEV. 79.12 INV. 72.96 (LT.) INV. 72.96 (AH.) INV. 72.96 (BK.)	S-403 CONST. Curb Inlet Type 5 STA. 642+86.89 CL441E OFFSET 22.00 FL ELEV. 81.25 INV. 76.75 (LT.)					
S-104 CONST. Curb Inlet Type 5 STA. 502+86.00 CLEUDORA OFFSET 22.00 FL ELEV. 85.45 INV. 81.65 (LT.)	S-204 CONST. Curb Inlet Type 6 STA. 439+13.42 CL19A OFFSET 16.50 FL ELEV. 81.11 INV. 76.32 (LT.) INV. 75.82 (AH.) INV. 75.82 (BK.)	S-304 CONST. 36" U-TYPE CONC. ENDWALL STA. 149+75.30 CL441SW OFFSET 190.45 TOP ELEV. 74.40 INV. 68.73 (AH.)	S-404 CONST. DBI TYPE C STA. 643+00.00 CL441E OFFSET -34.00 TOP ELEV. 79.22 INV. 76.53 (AH.)					
S-105 CONST. DBI TYPE H STA. 505+00.00 CLEUDORA OFFSET 27.00 TOP ELEV. 88.57 INV. 81.10 (BK.)	S-205 CONST. Curb Inlet Type 5 STA. 440+27.99 CL19A OFFSET -16.92 FL ELEV. 82.40 INV. 77.90 (RT.)	S-305 CONST. MH TYPE J-8 STA. 149+79.43 CL441SW OFFSET 177.76 TOP ELEV. 75.44 INV. 68.78 (AH.) INV. 68.78 (BK.)	S-405 CONST. Closed Flume-1 barrel-type I STA. 645+41.17 CL441E OFFSET -19.12 FL ELEV. 79.35					
	S-206 CONST. Curb Inlet Type 5 STA. 440+28.00 CL19A OFFSET 16.50 FL ELEV. 82.34 INV. 75.87 (LT.) INV. 75.24 (AH.) INV. 75.24 (BK.)	S-306 CONST. MH TYPE J-8 STA. 150+16.71 CL441SW OFFSET 63.49 TOP ELEV. 78.91 INV. 69.30 (BK.) INV. 71.92 (LT.) INV. 69.83 (AH.)						
	S-207 CONST. DBI TYPE C MODIFIED 5' SW STA. 439+50.00 CL19A OFFSET -31.00 TOP ELEV. 81.80 INV. 77.30 (BK.)	S-307 CONST. MH TYPE J-8 STA. 151+07.89 CL441SW OFFSET 1.05 TOP ELEV. 84.09 INV. 70.61 (BK.) INV. 70.61 (RT.) INV. 73.60 (LT.)						
REVISIONS	DATE	 1511 East S.R. 434, Suite 1001 Winter Springs, Florida 32708 Ph: 407.957.1660 / Fax: 407.957.8744 FL Certificate of Authorization No. 6876 INFRASTRUCTURE ENGINEERS, INC.		 LAKE COUNTY FLORIDA	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINCLAIR AVE. TAVARES, FLORIDA 32778	 DATE: 7/10/2018 SIGNATURE: DAVID A. BENNETT, P.E. ID: 54769	DRAINAGE STRUCTURE DATA SUMMARY	SHEET NO. 31

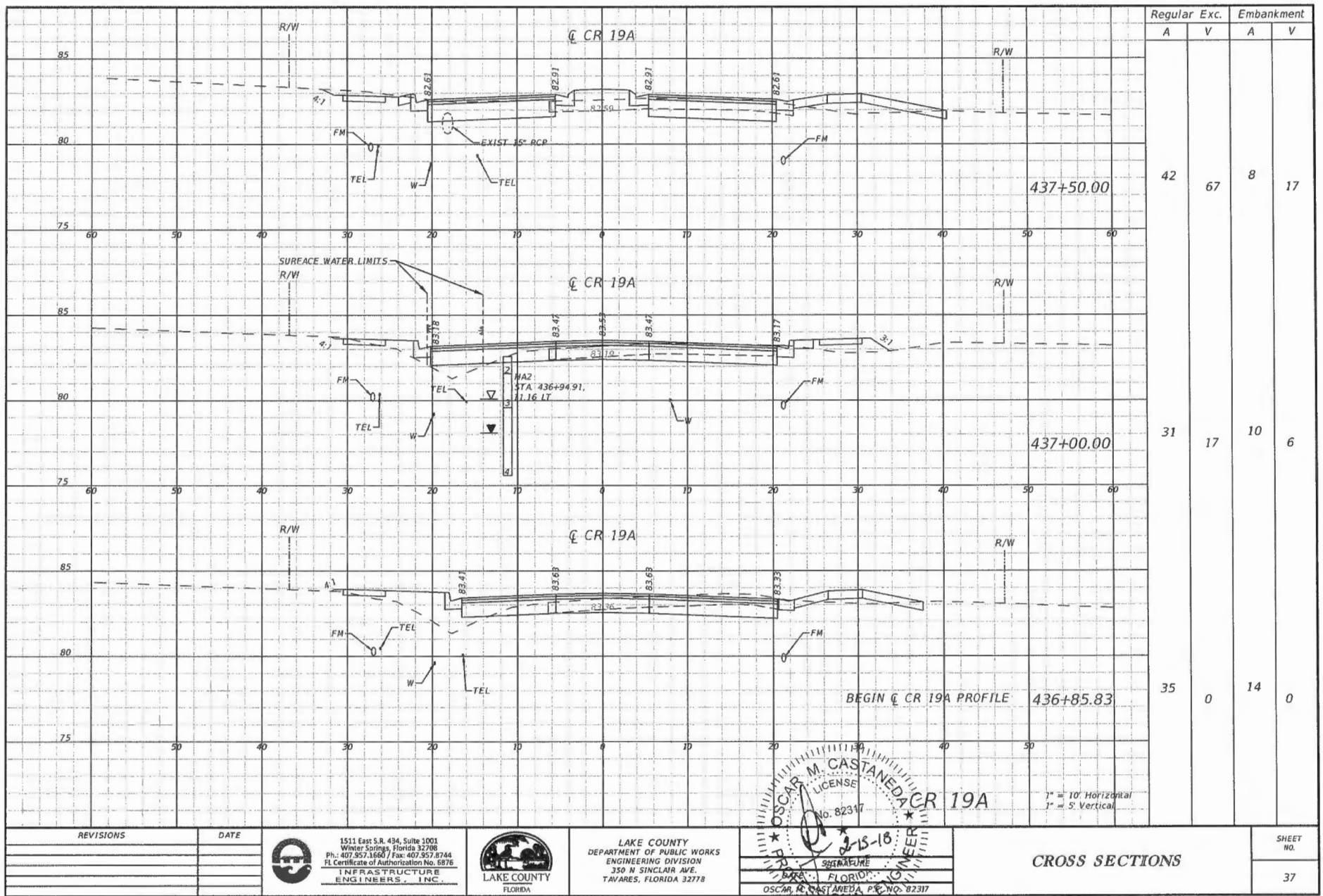


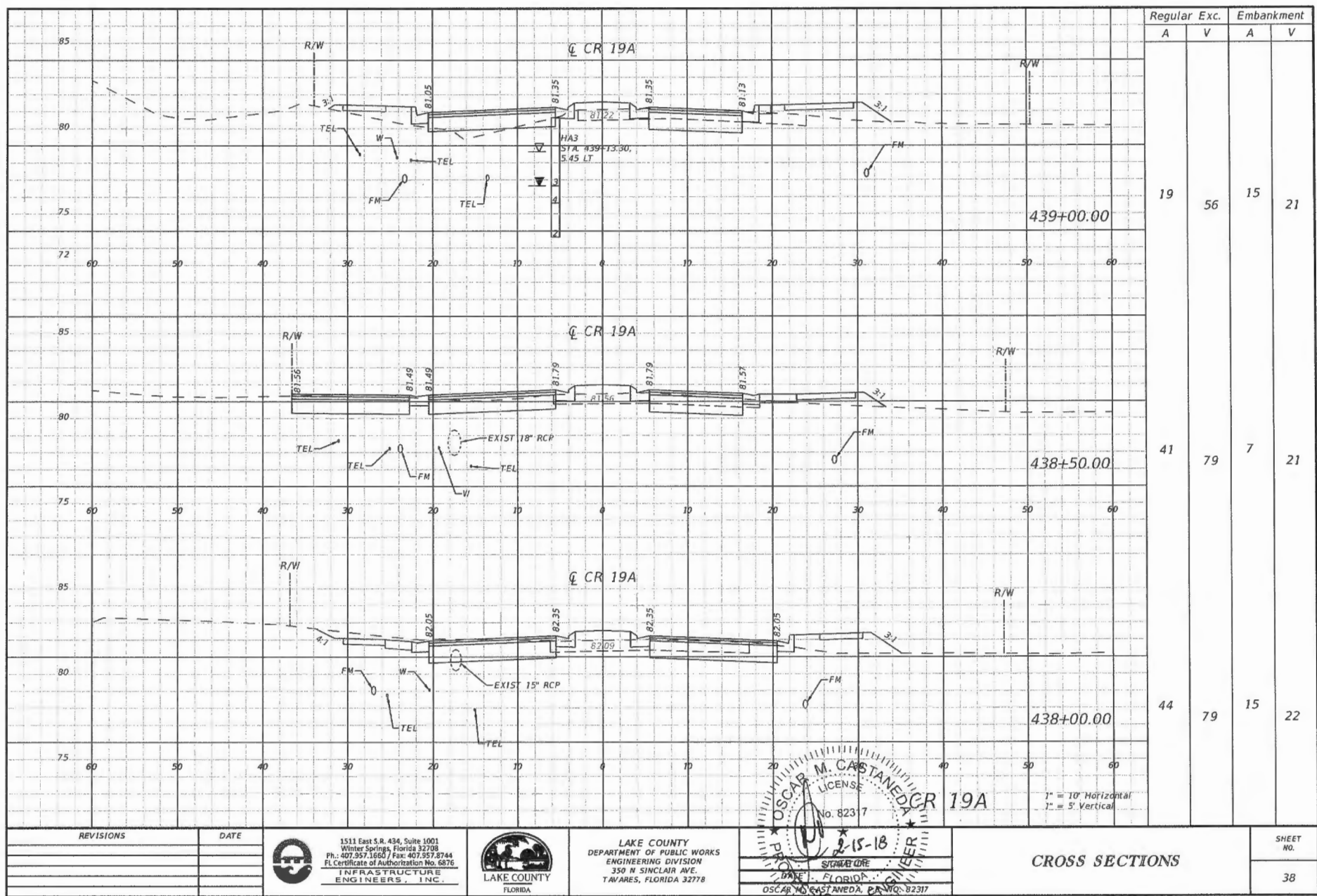


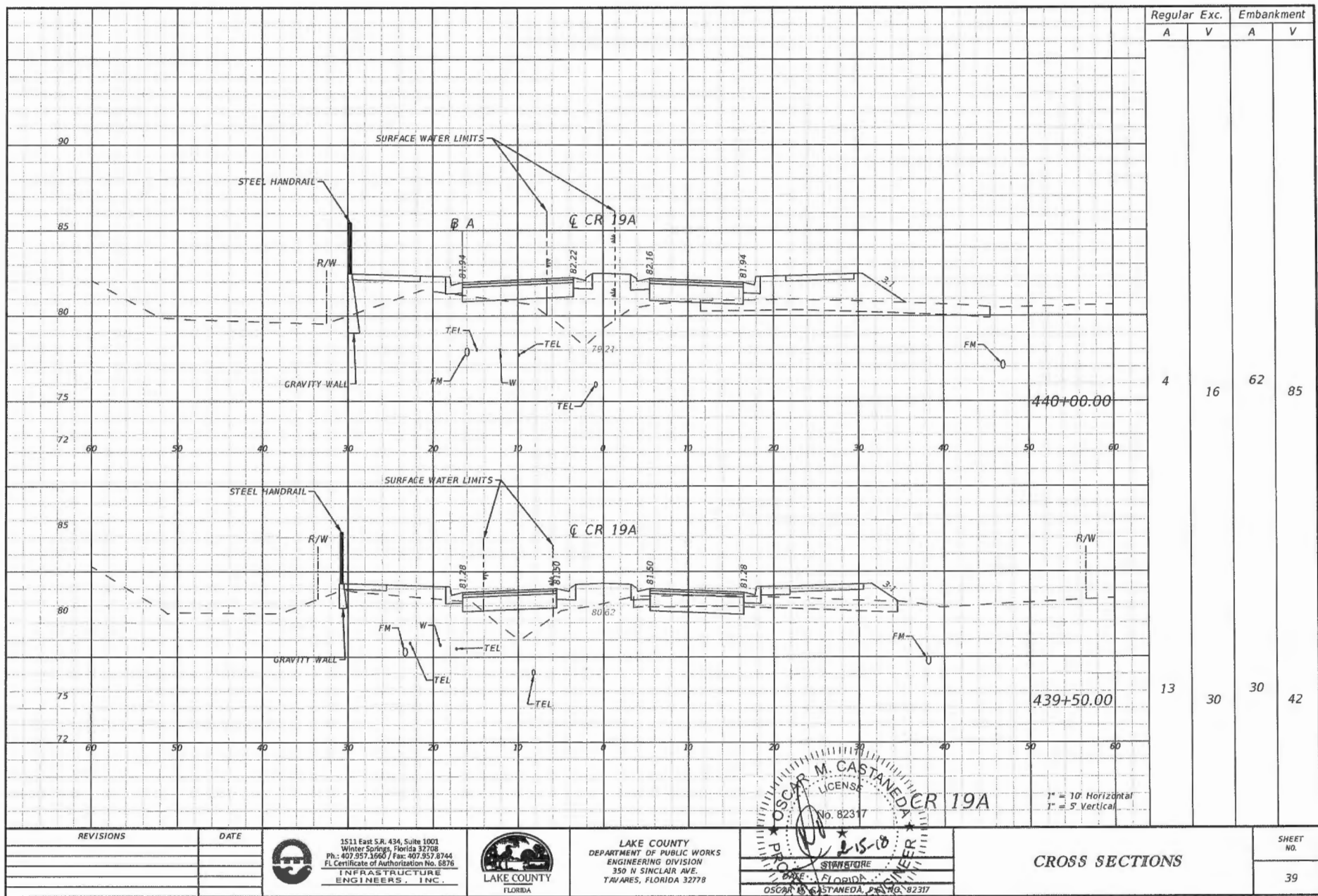


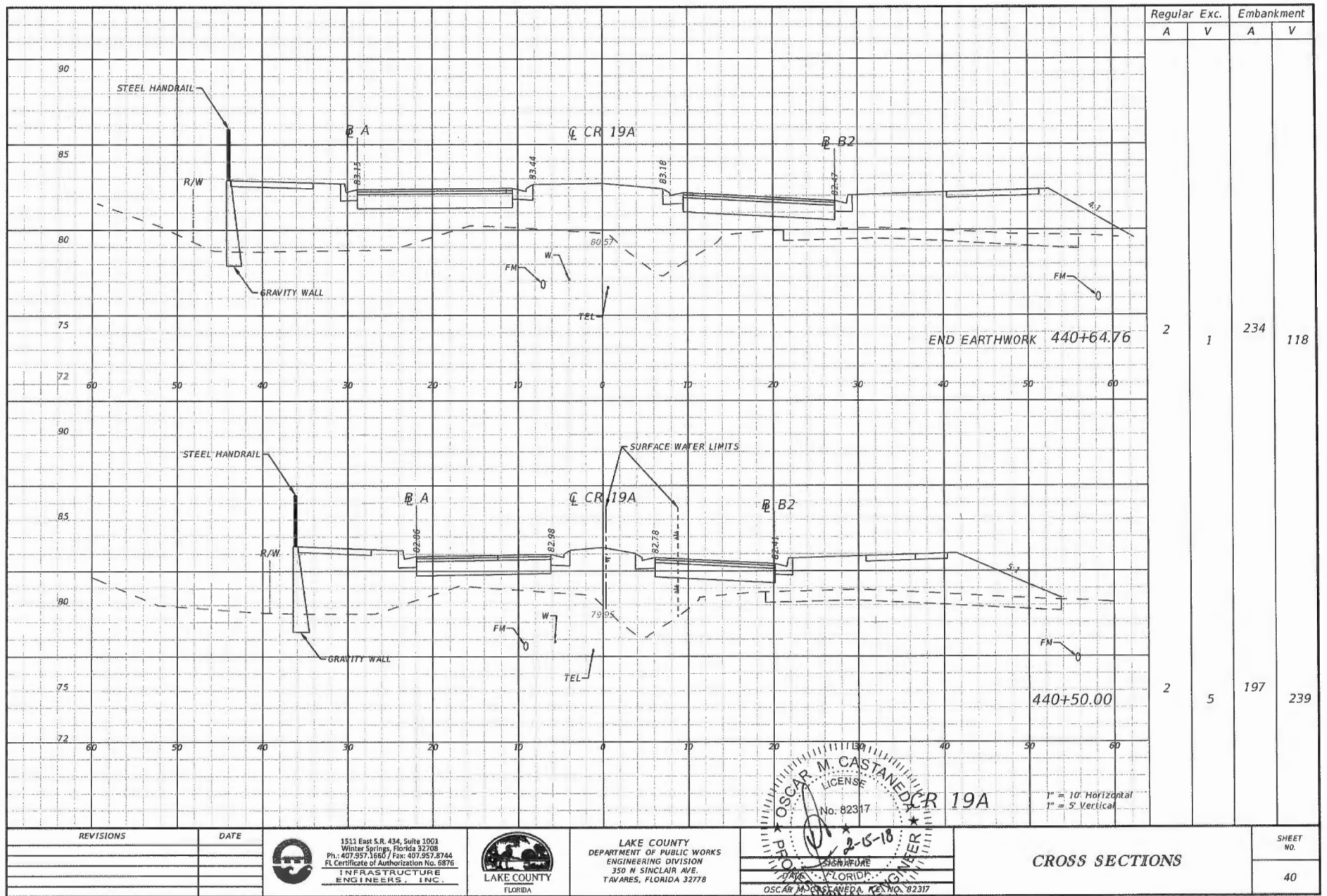


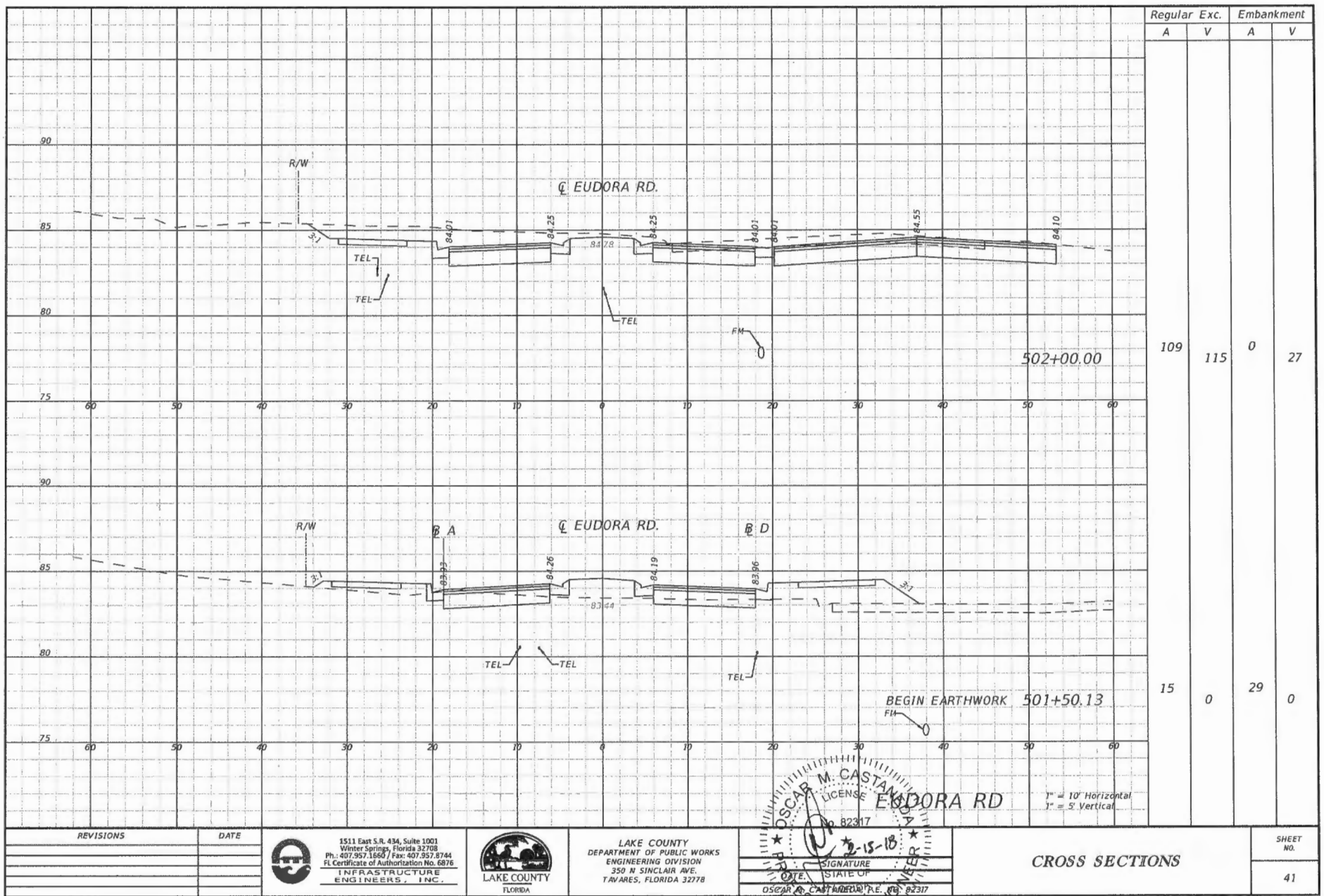


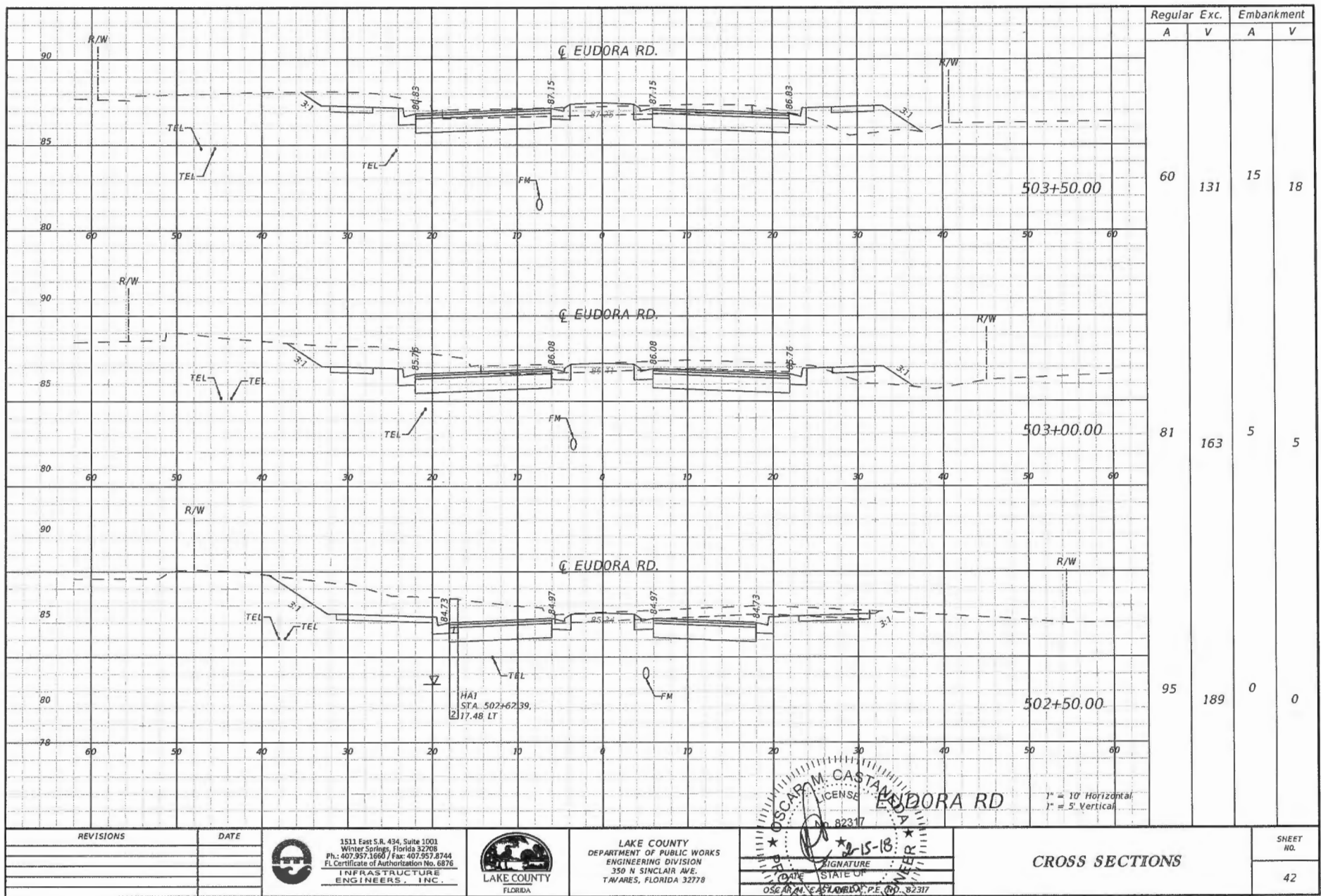


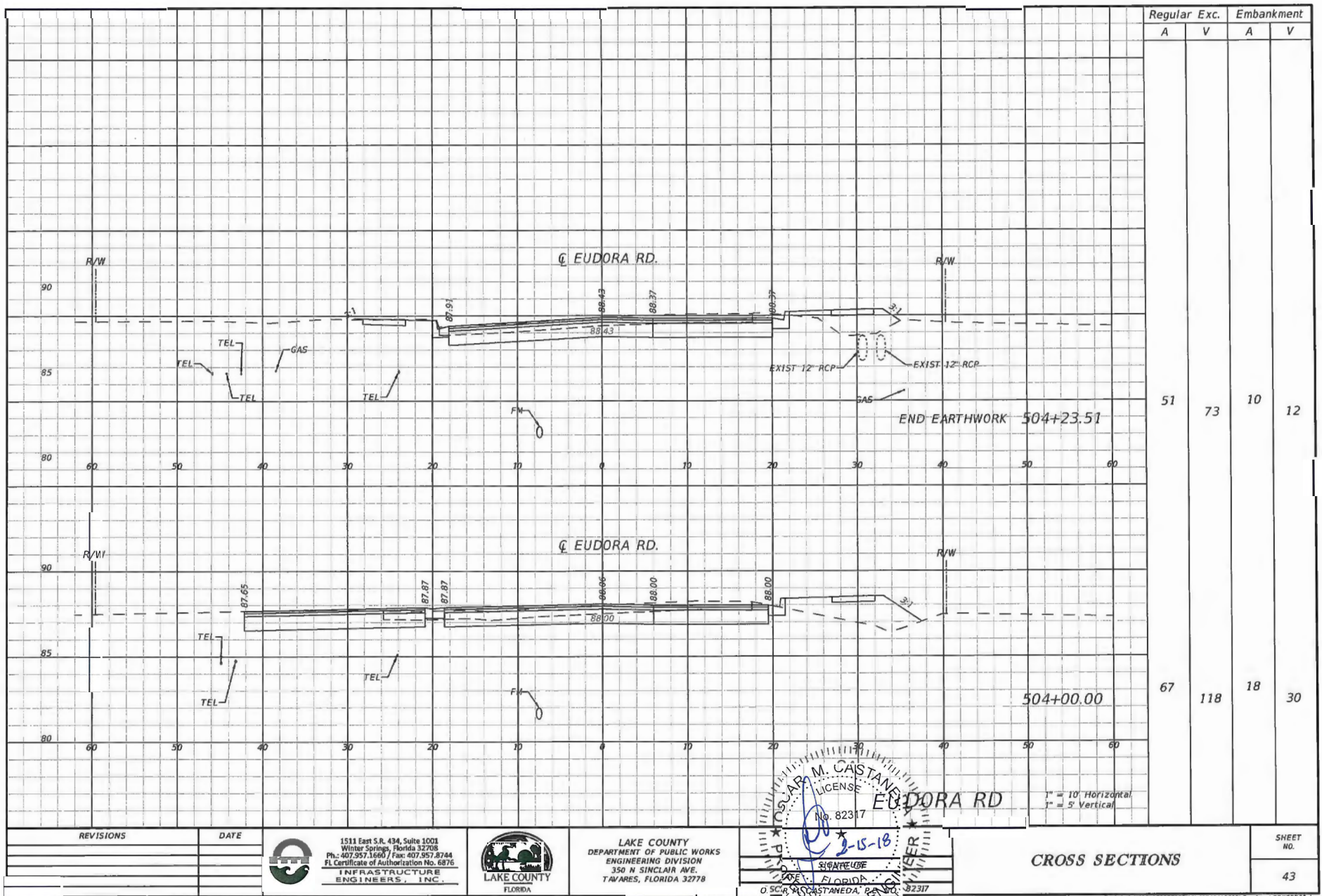


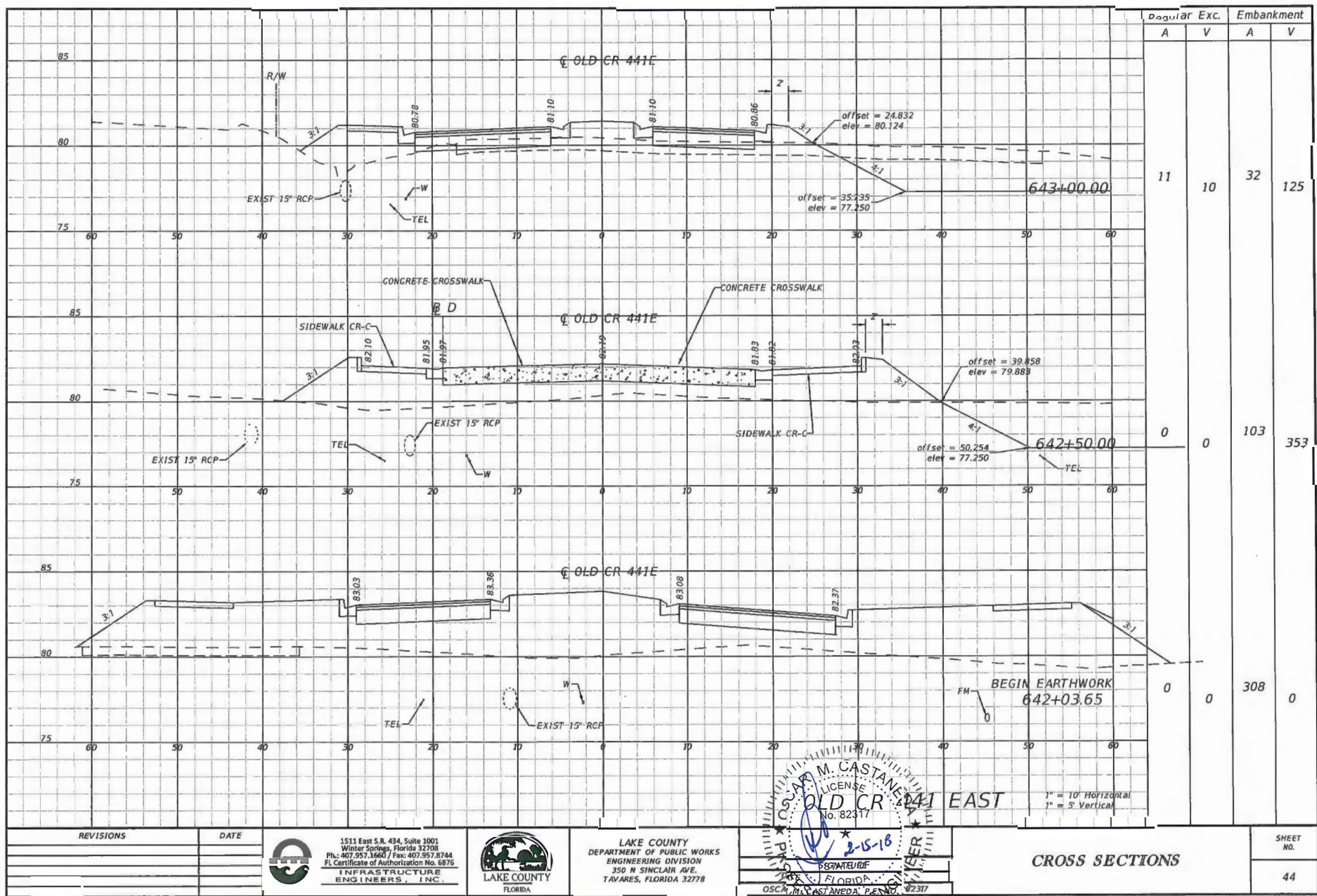


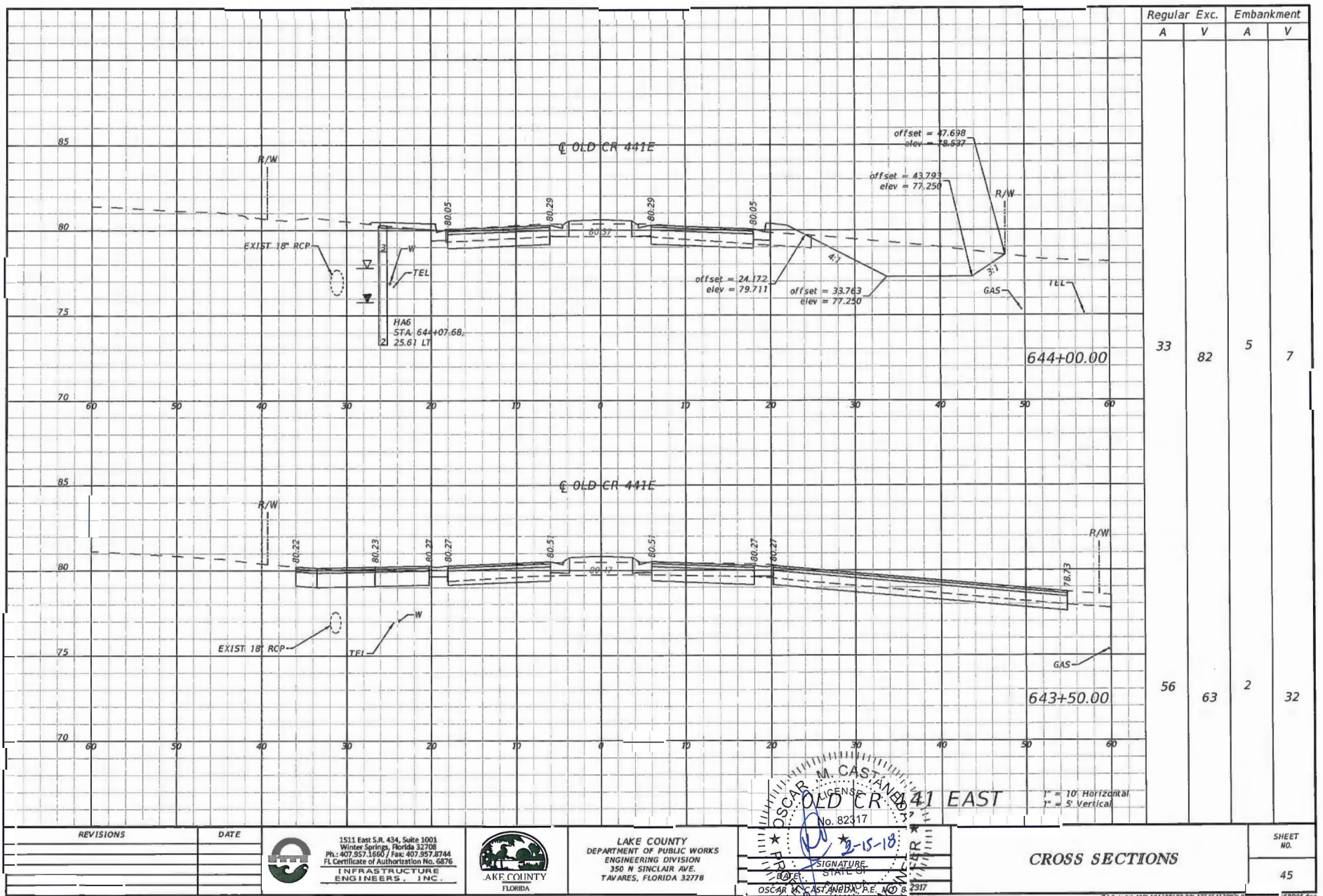


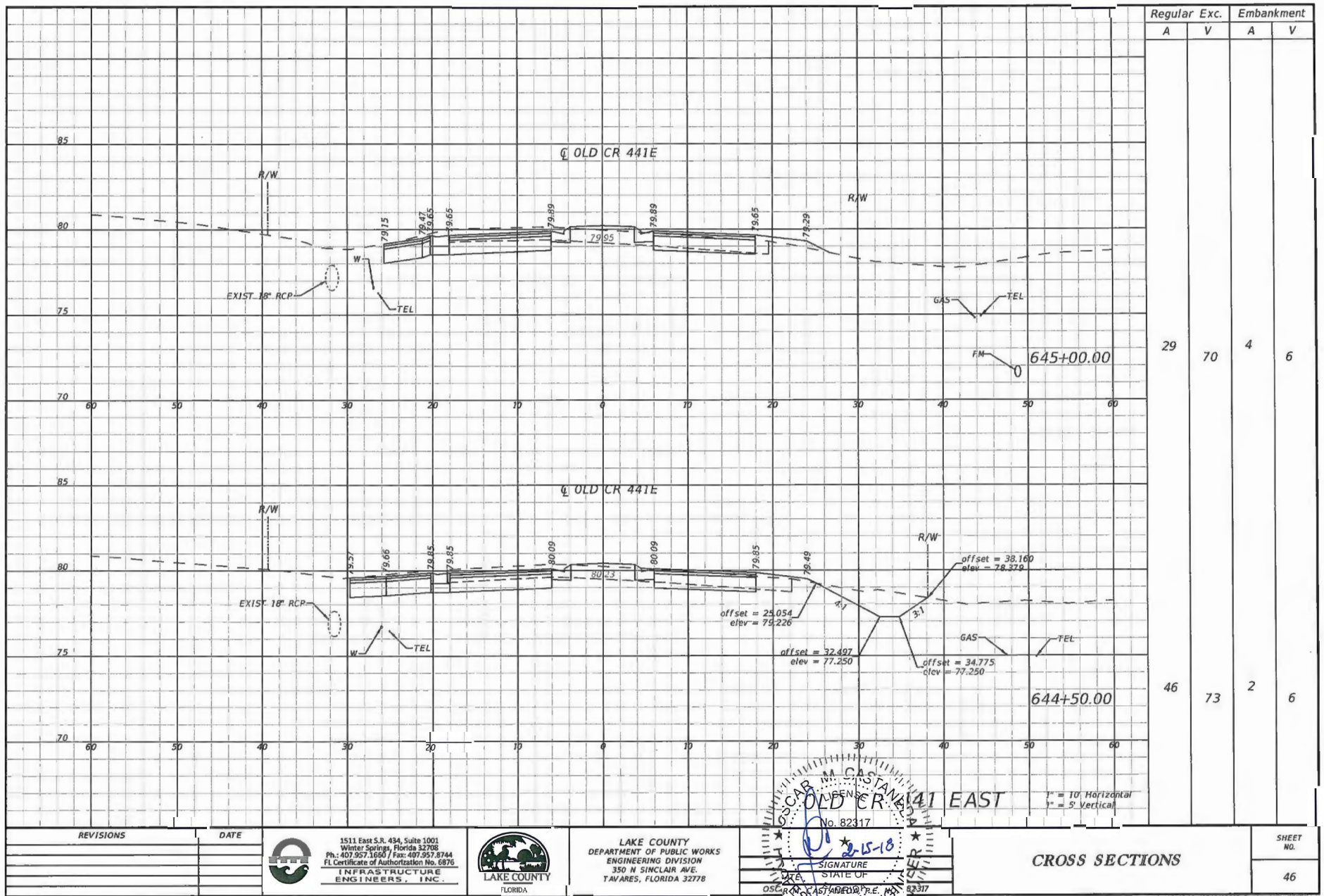


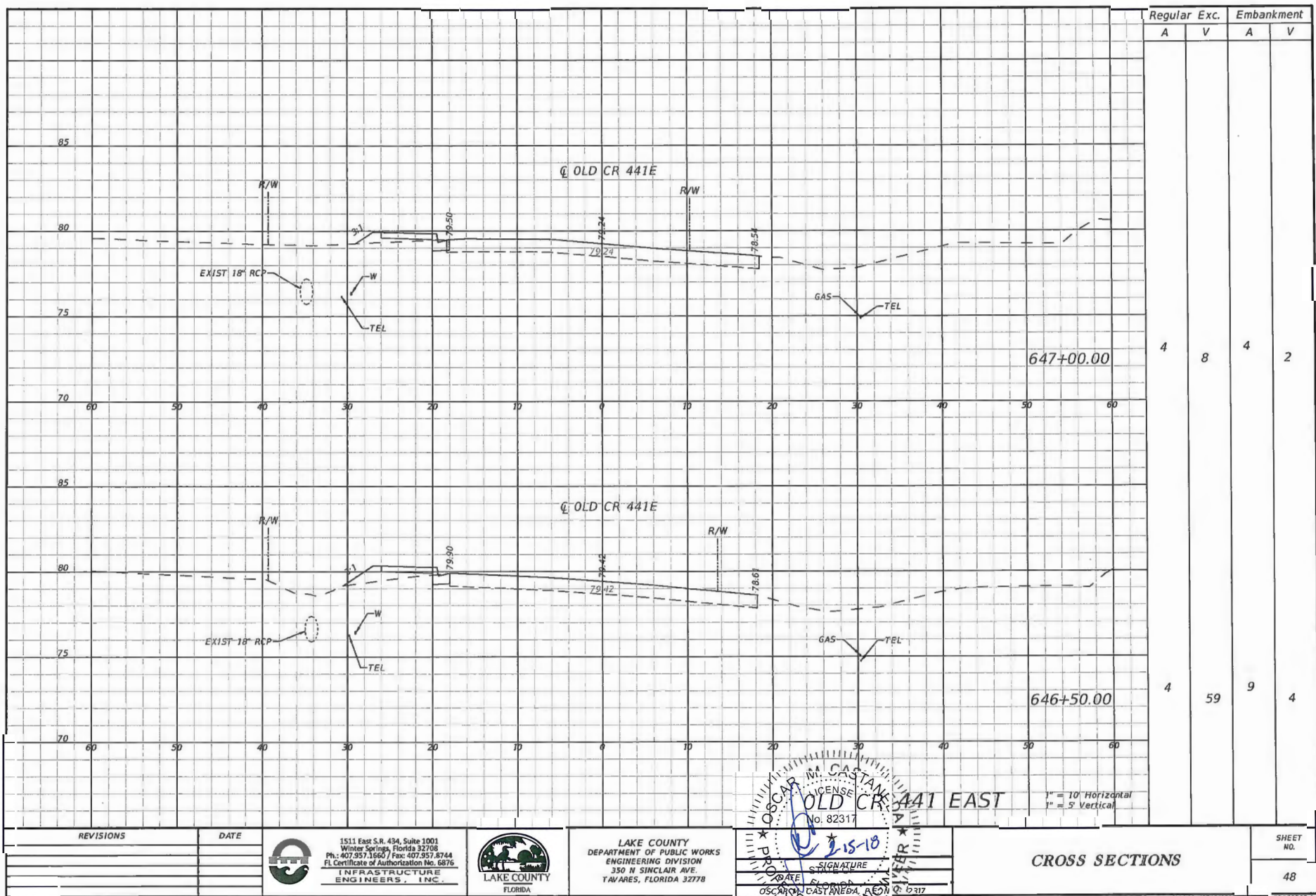


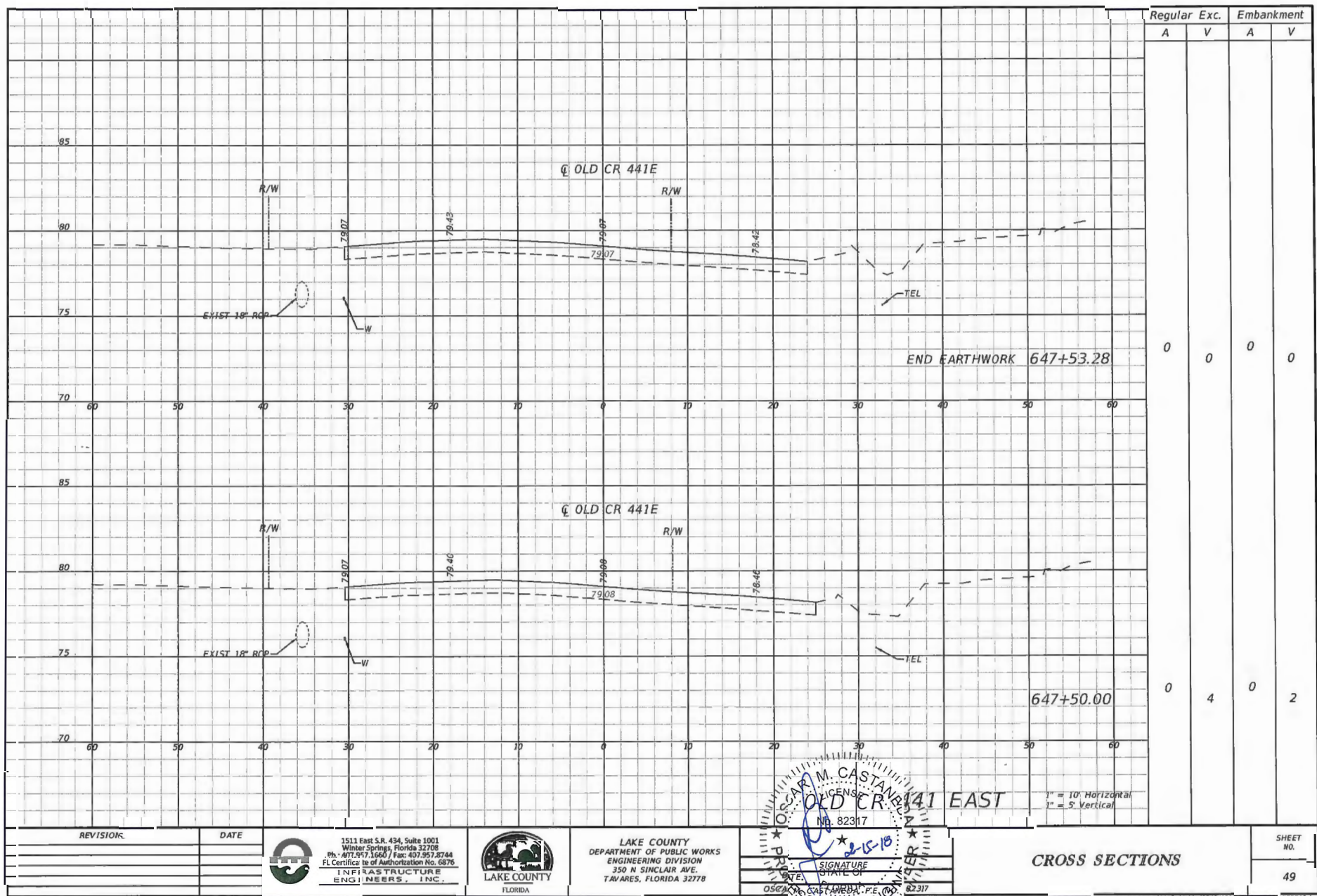


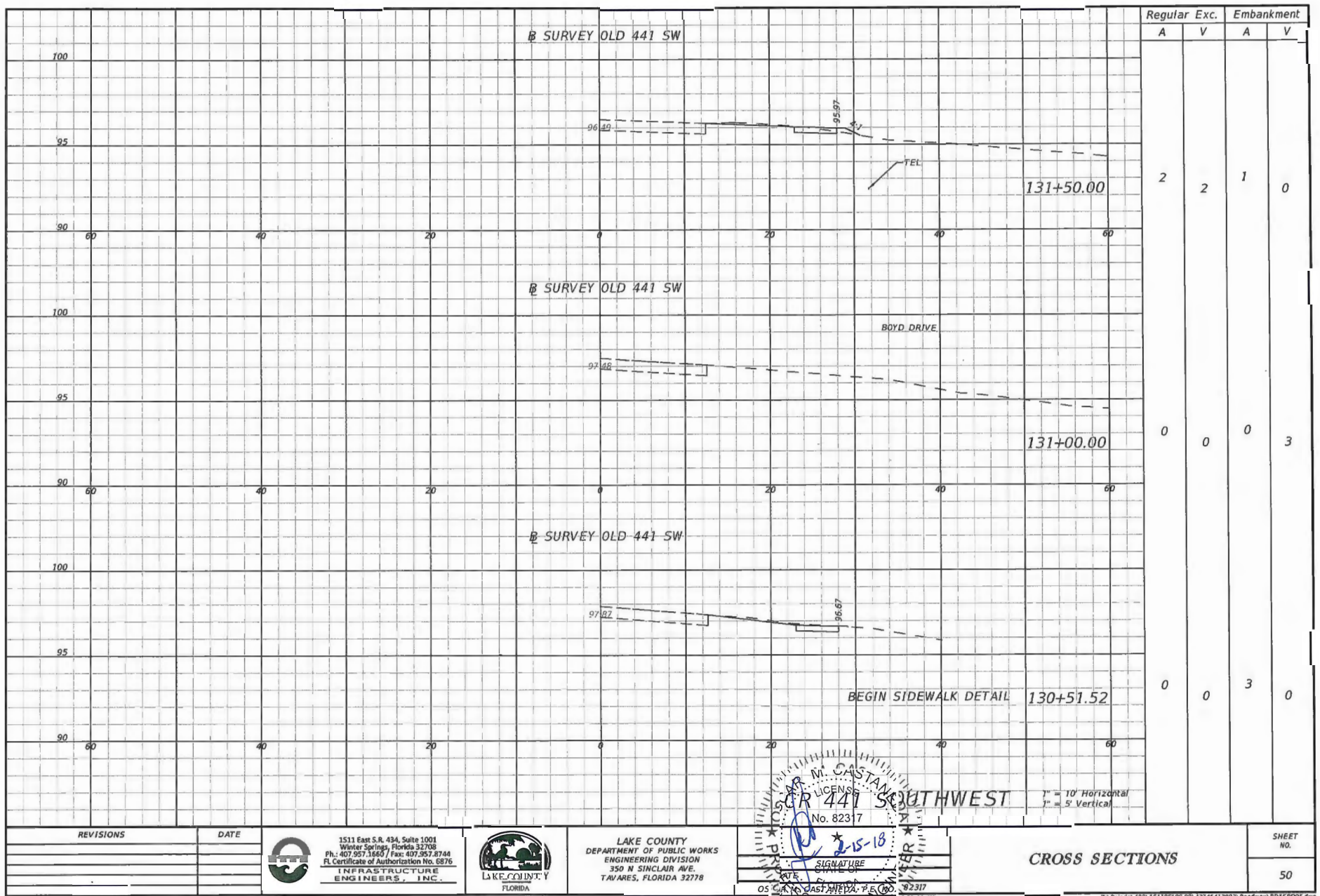


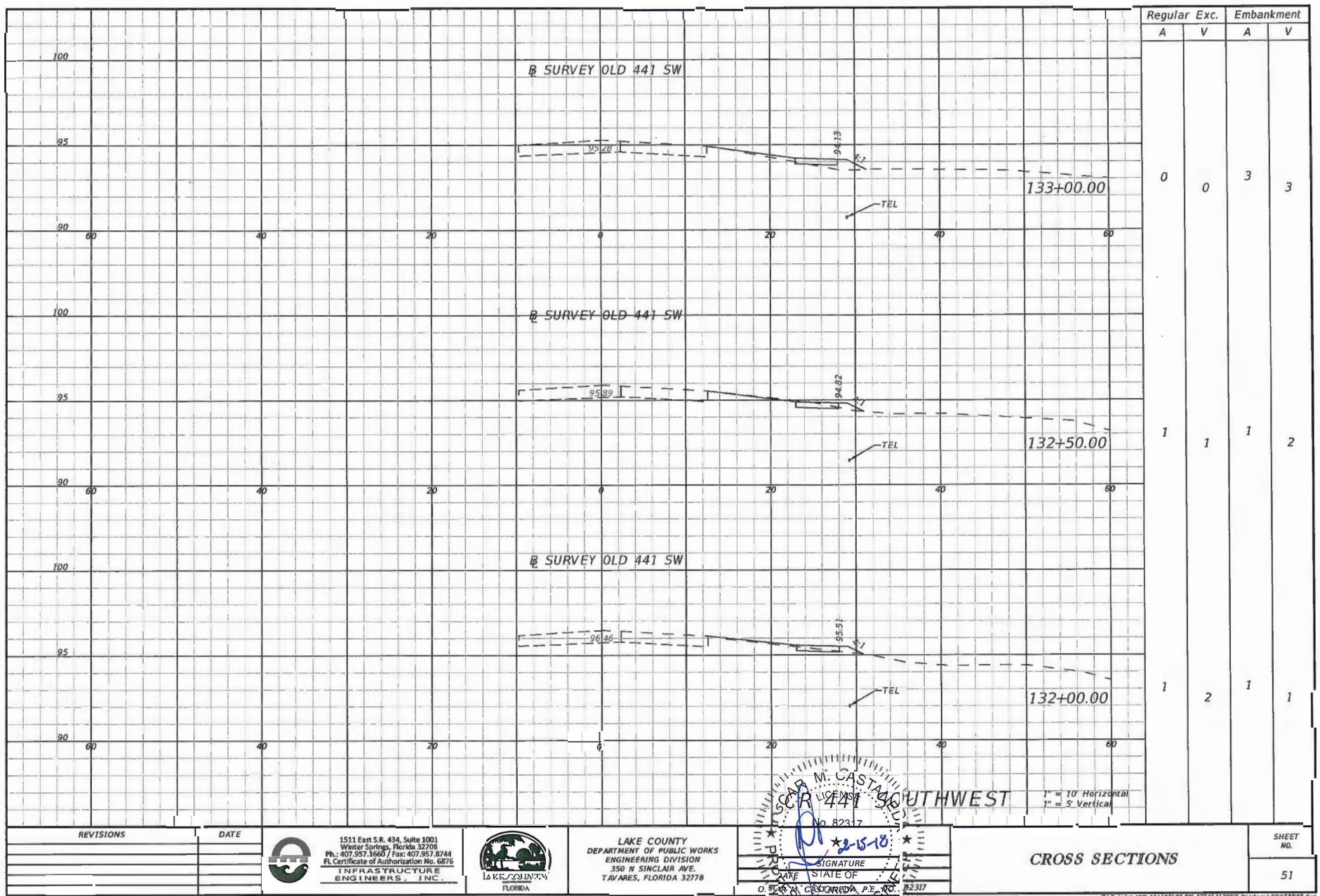


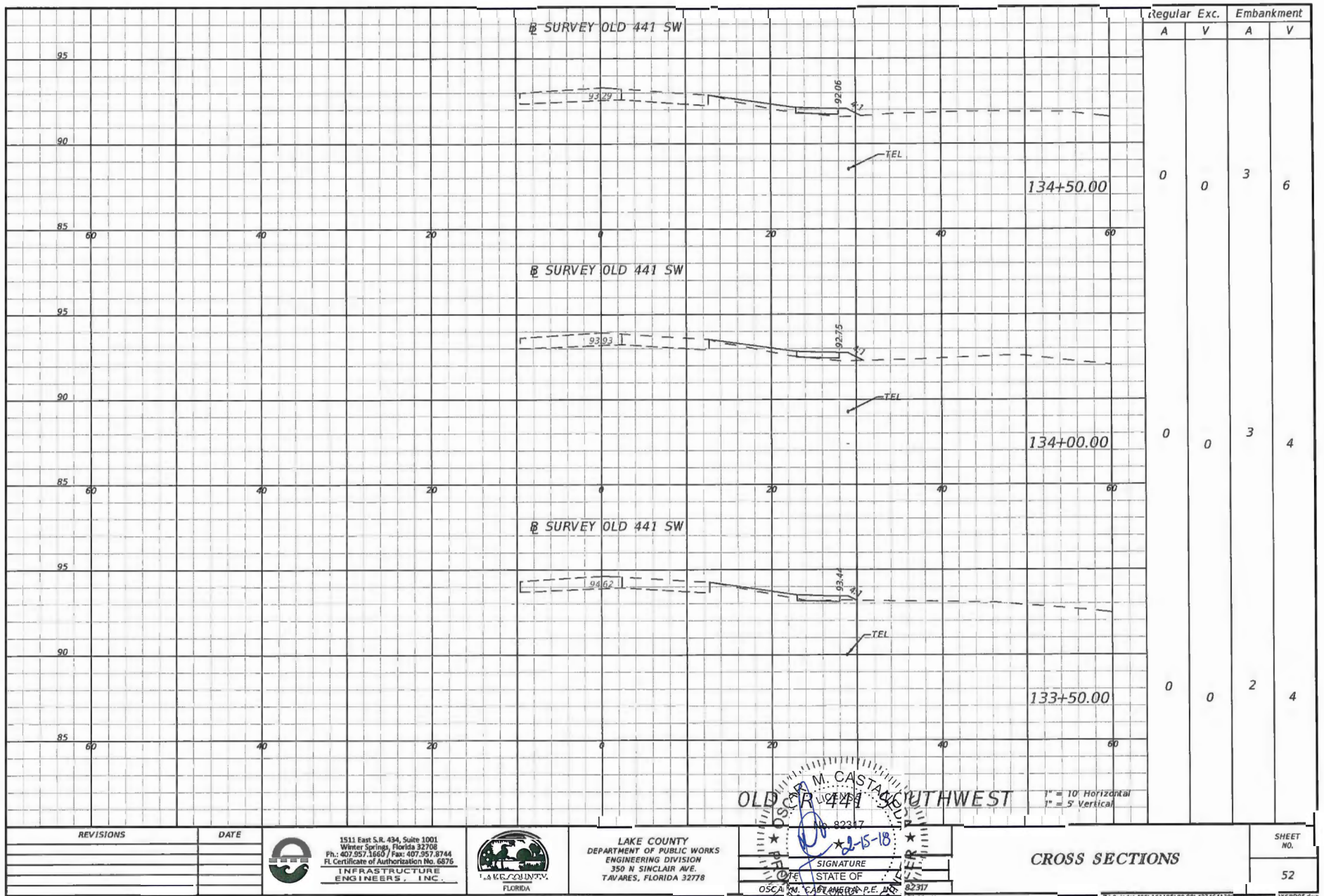


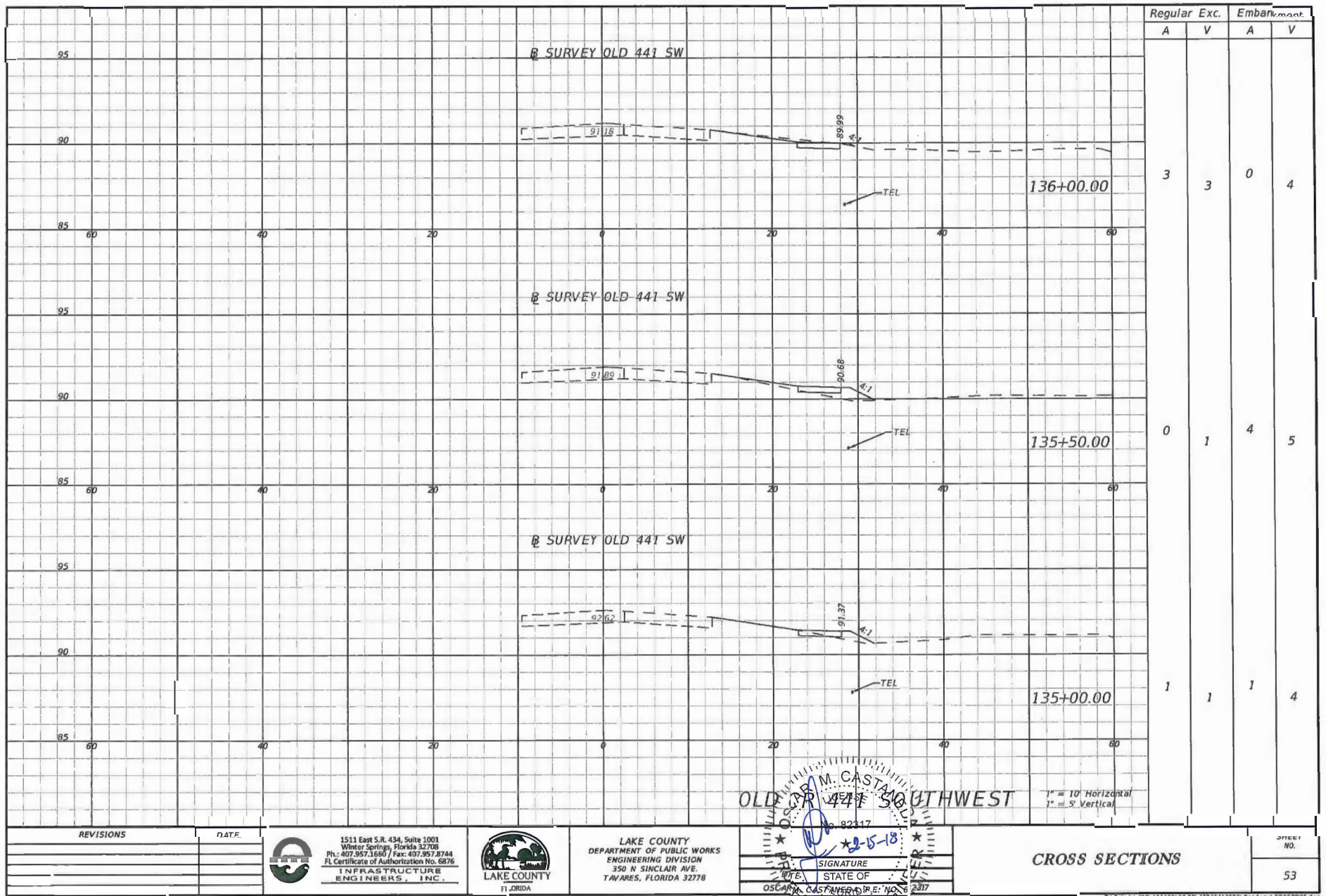


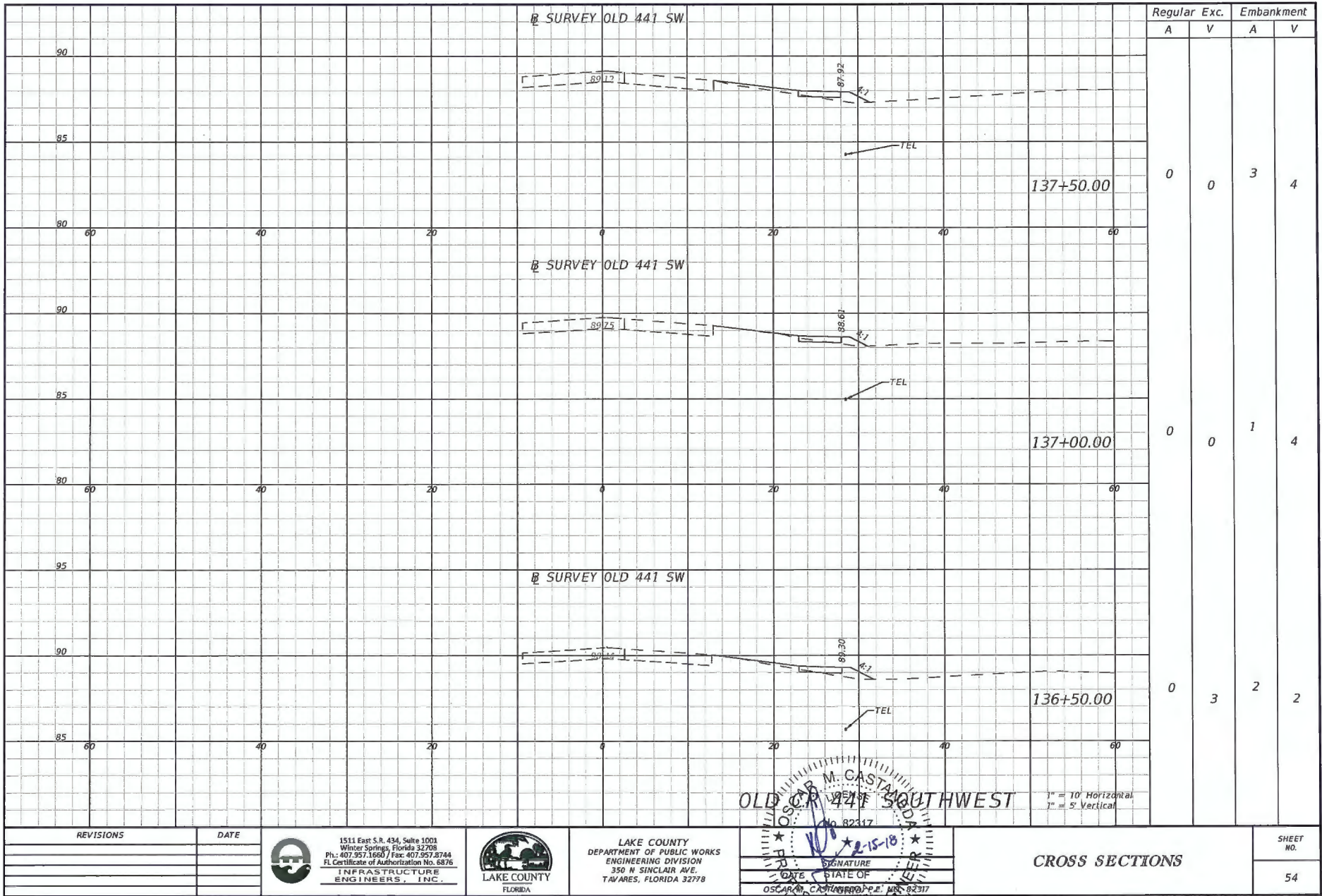


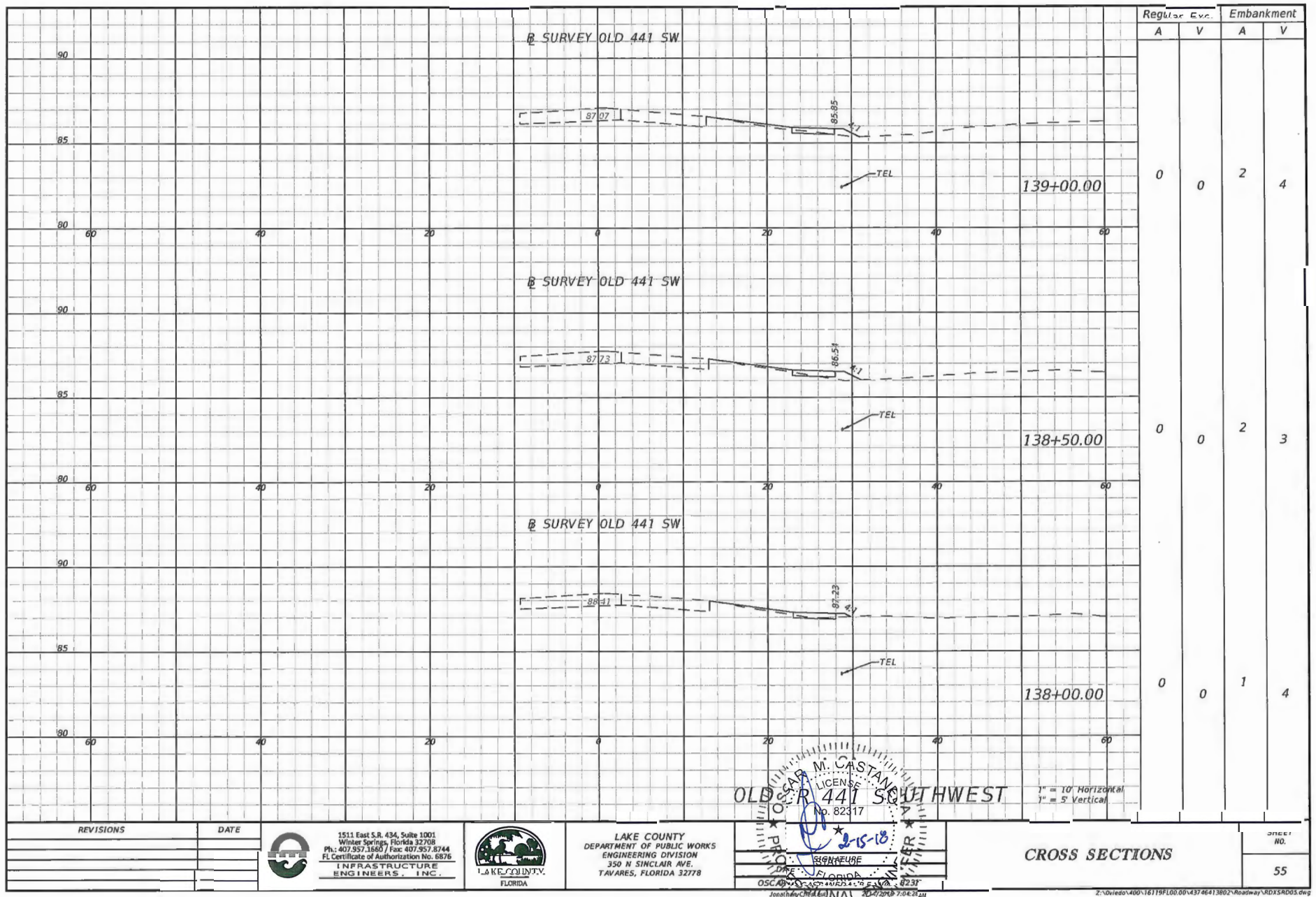


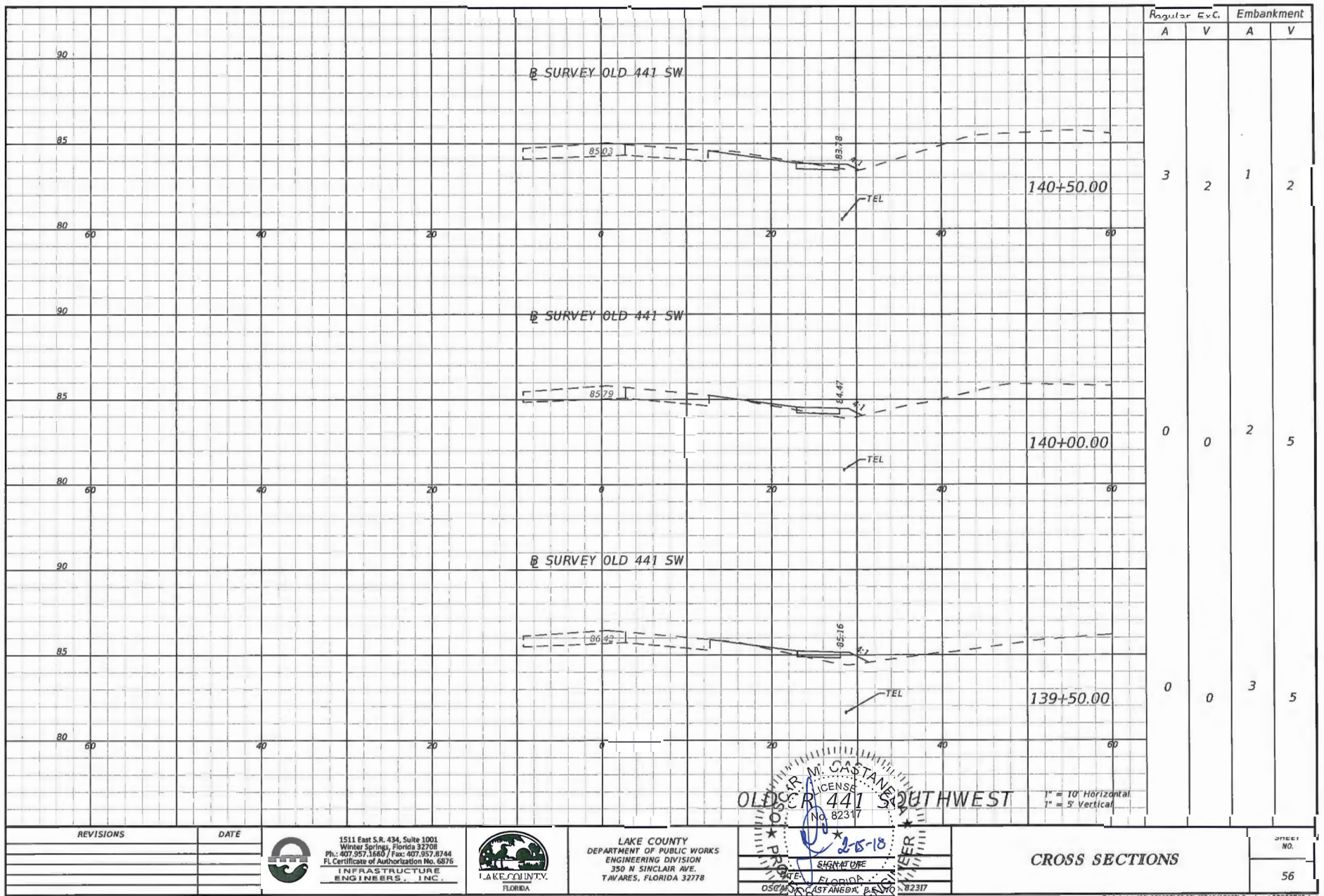


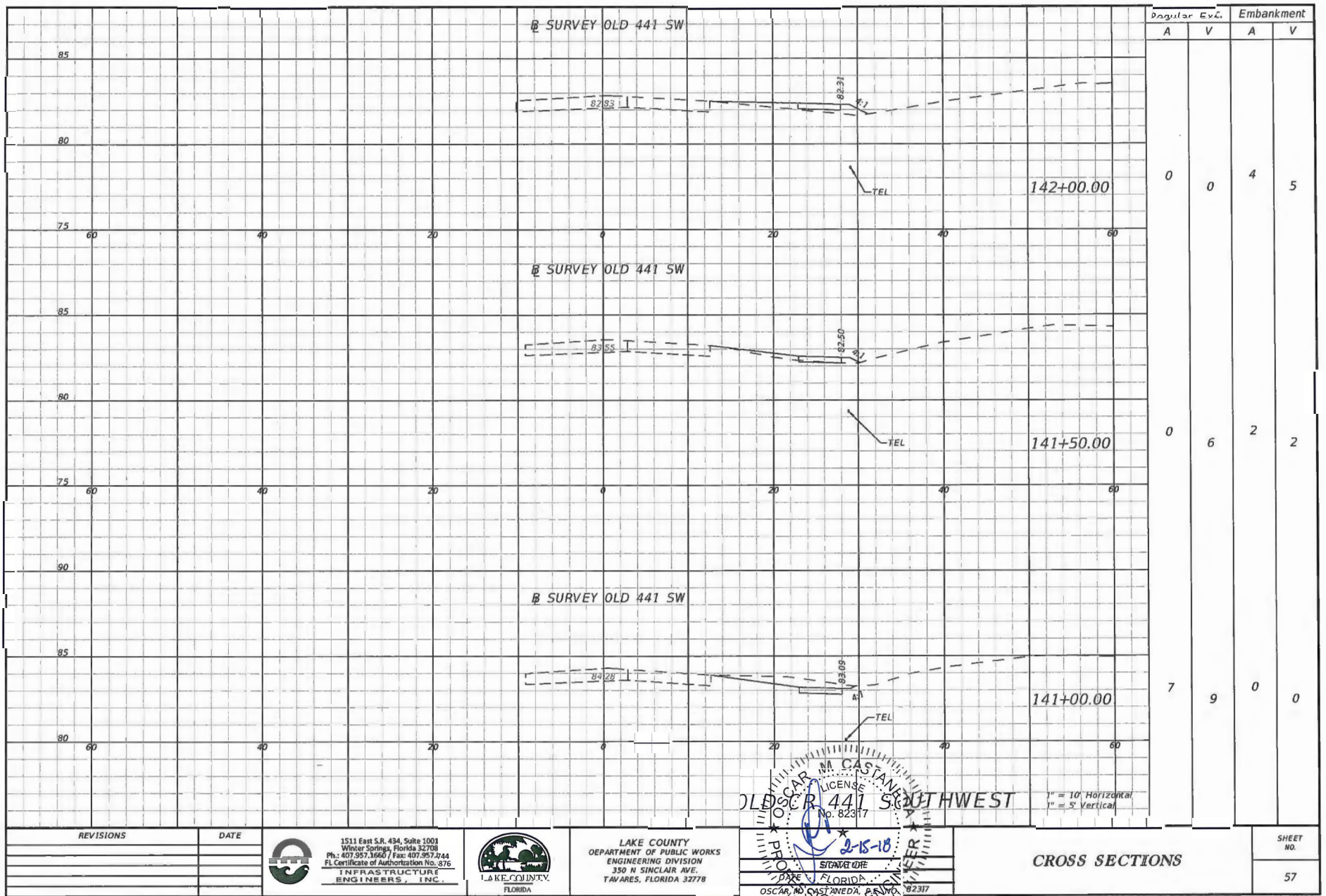


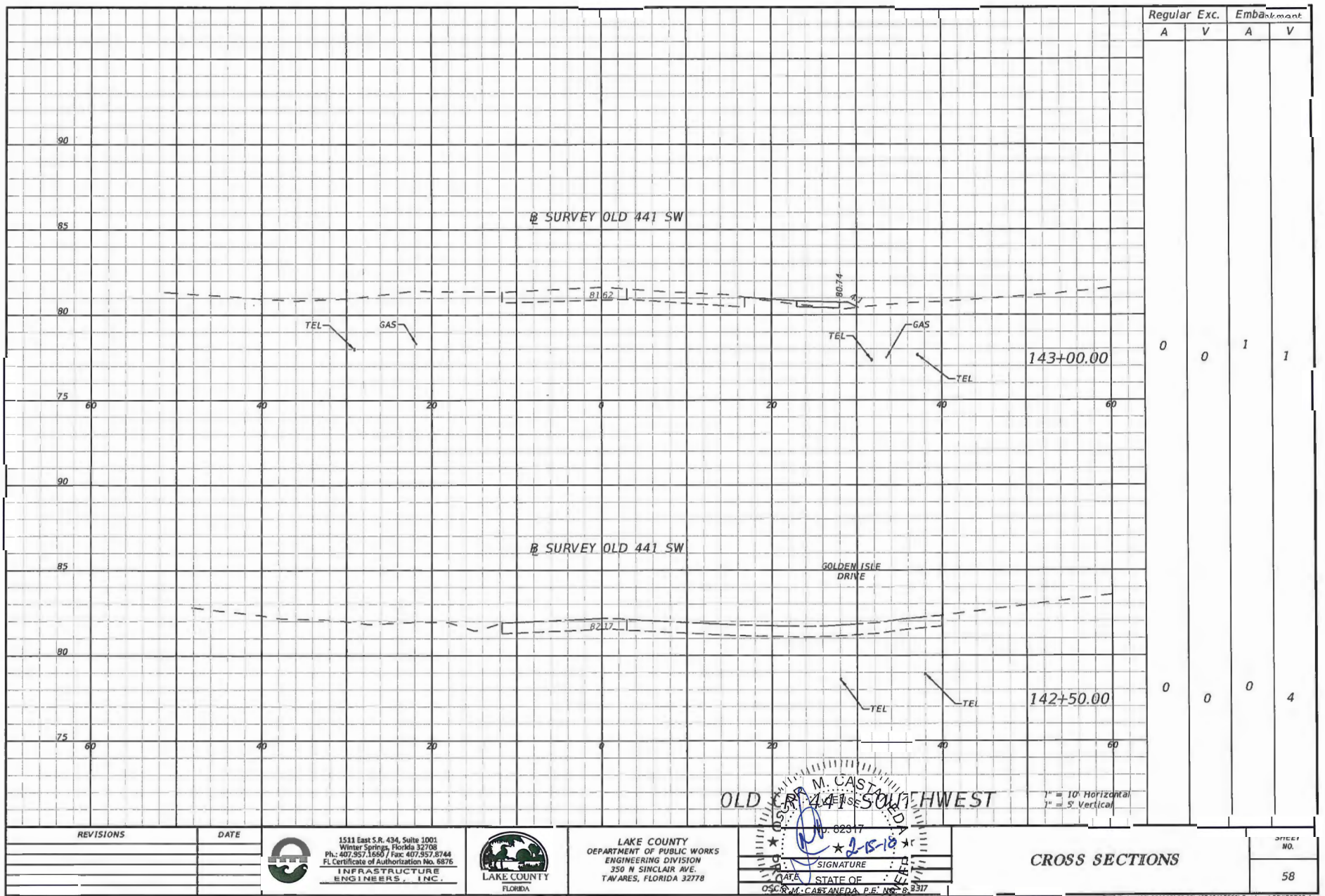


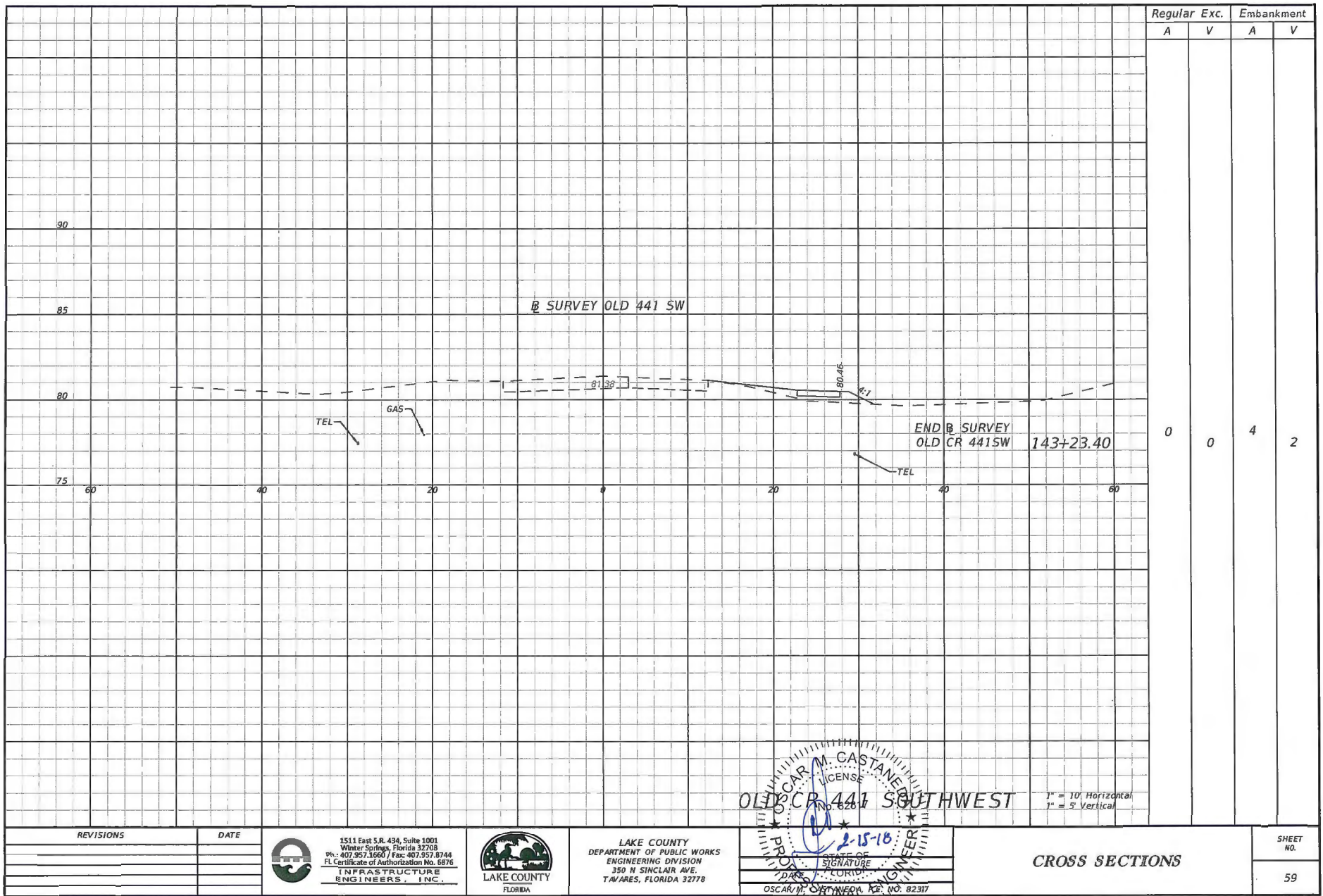


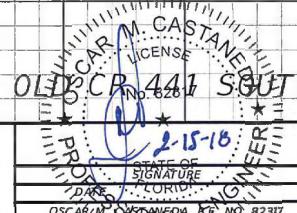


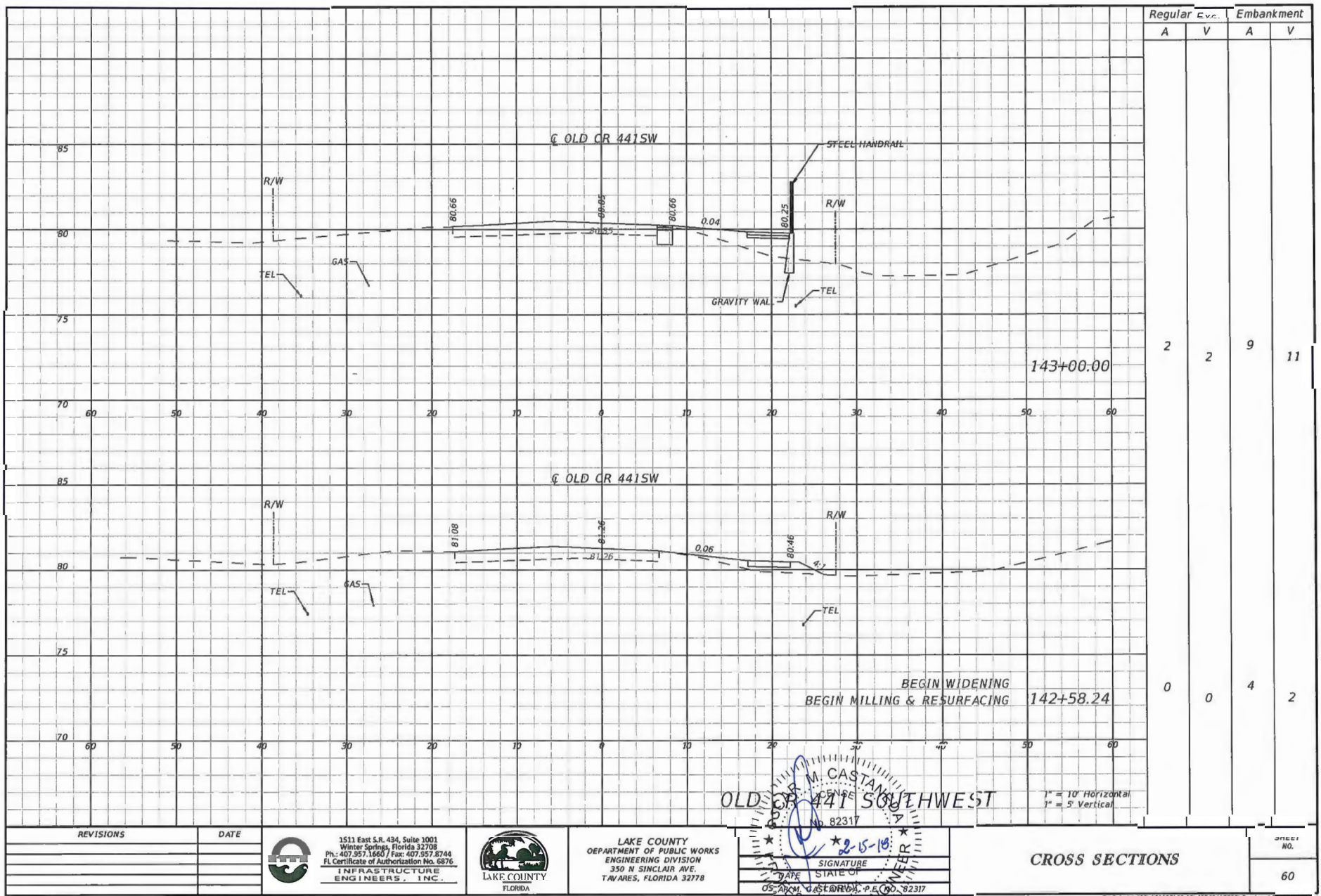


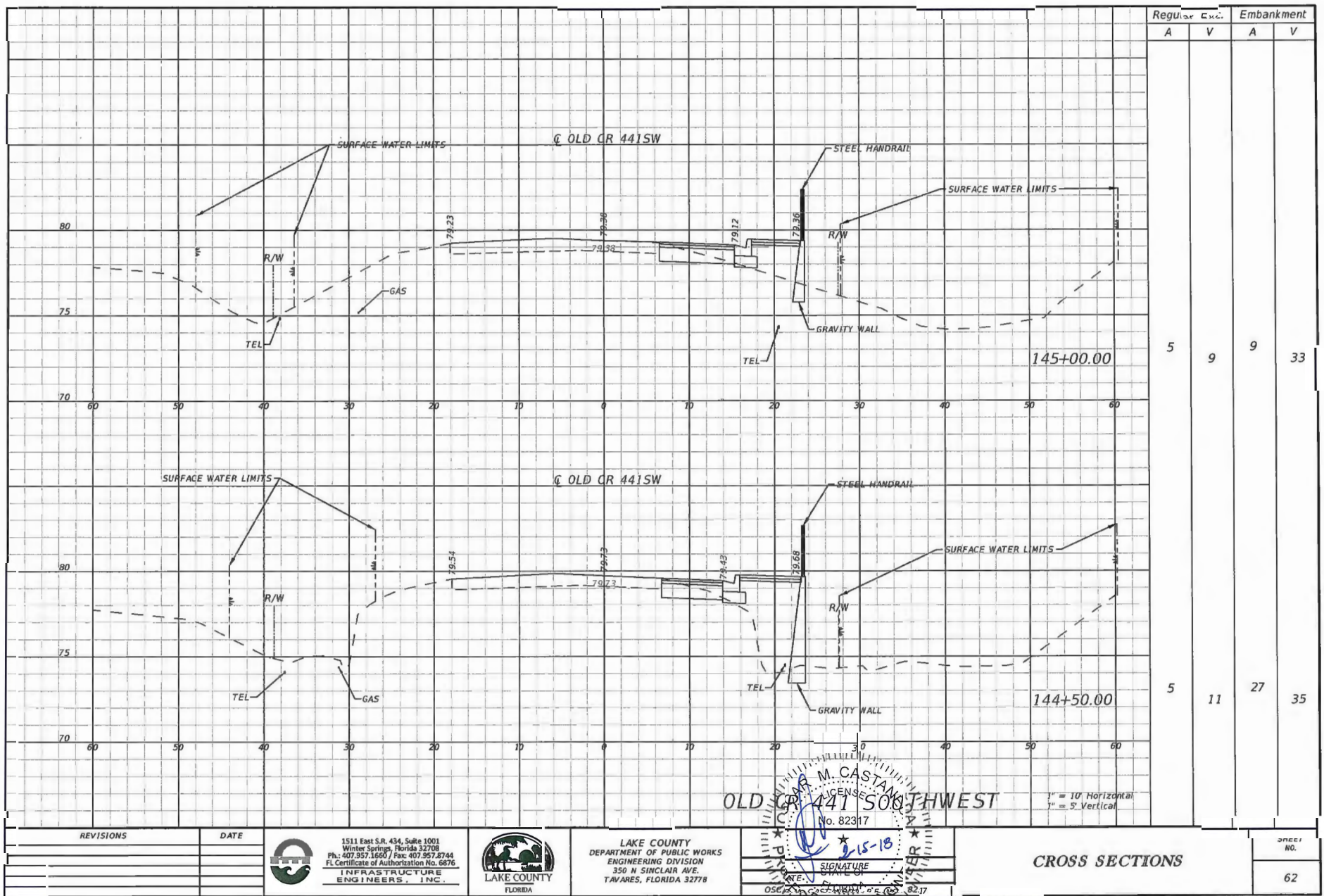


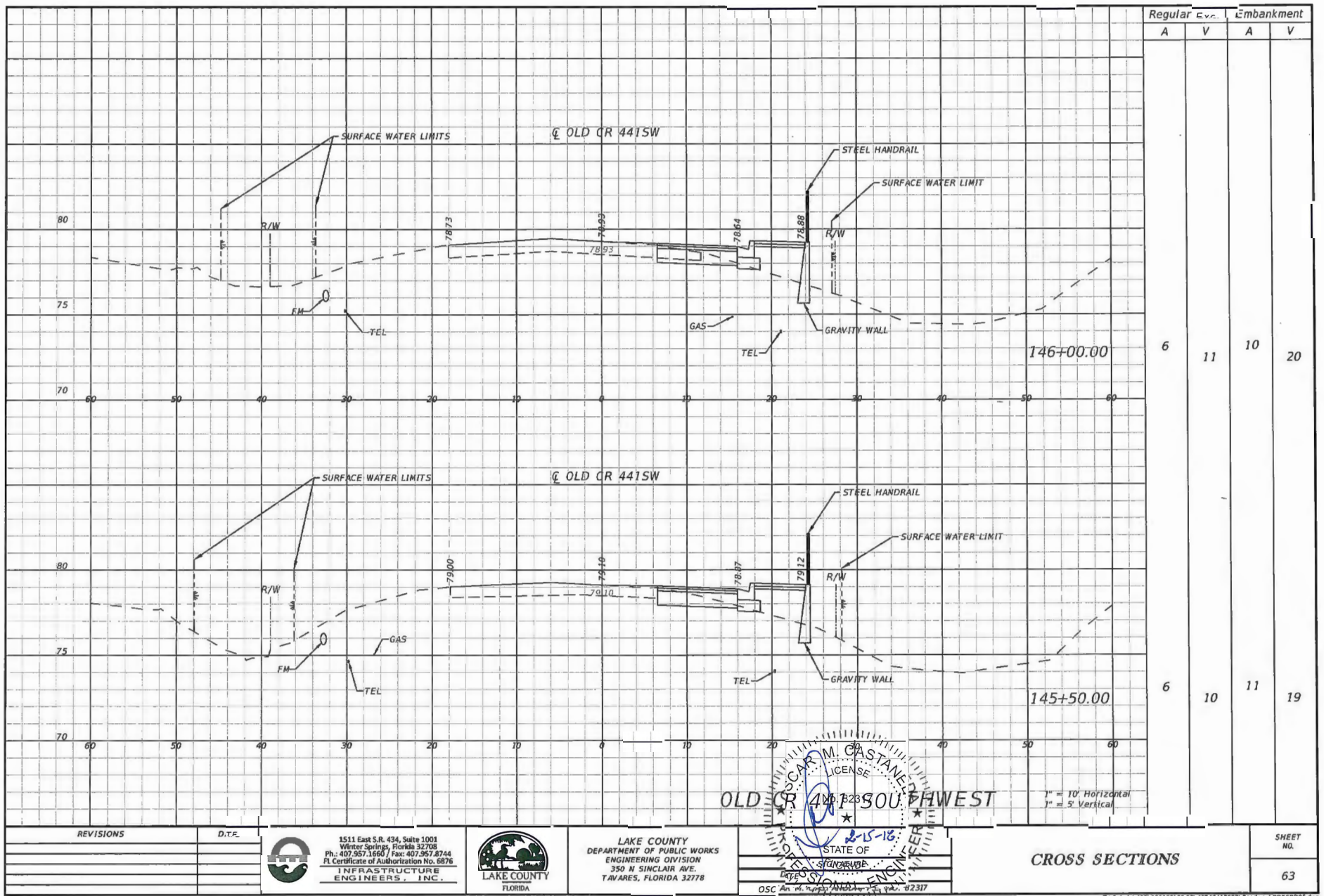


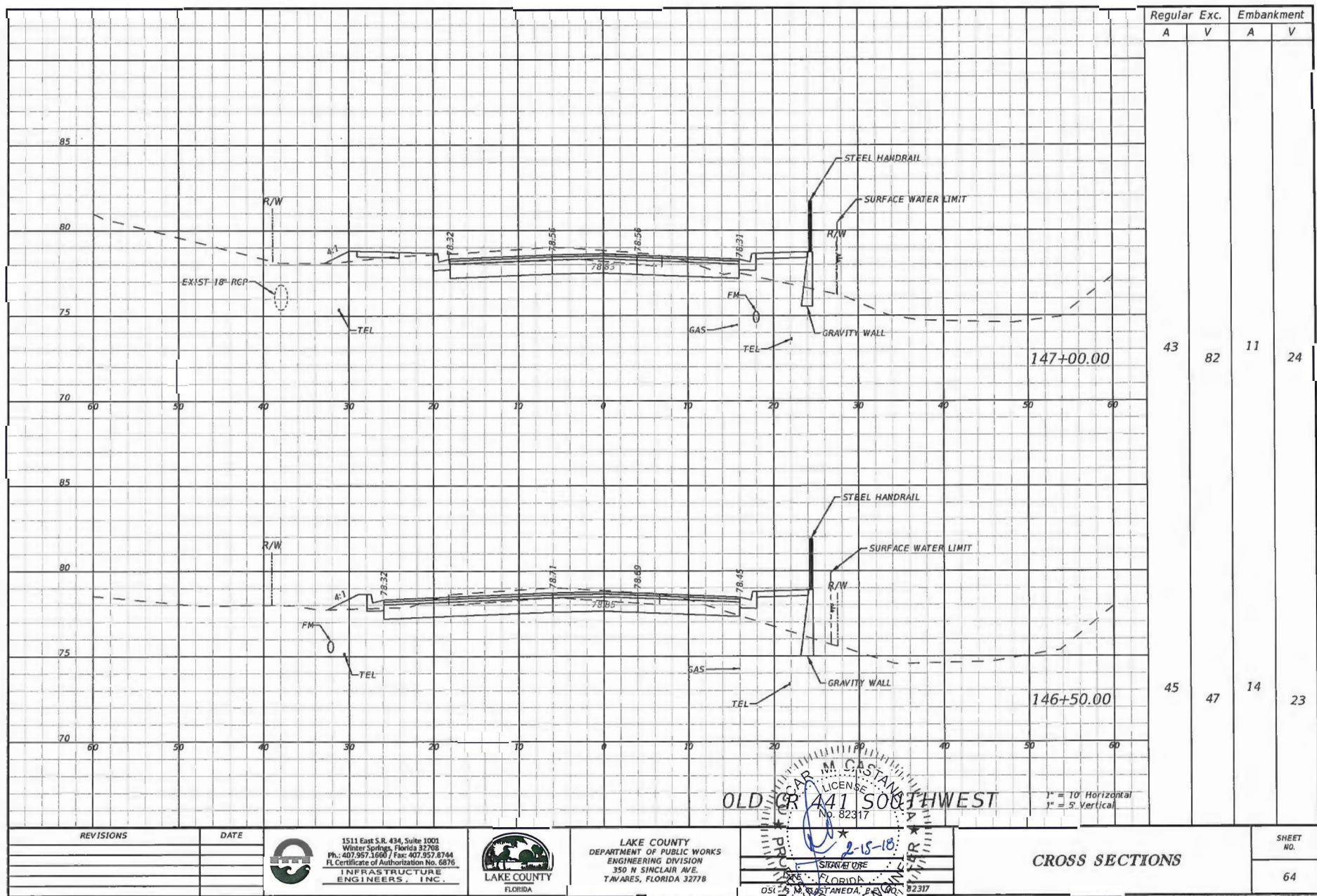


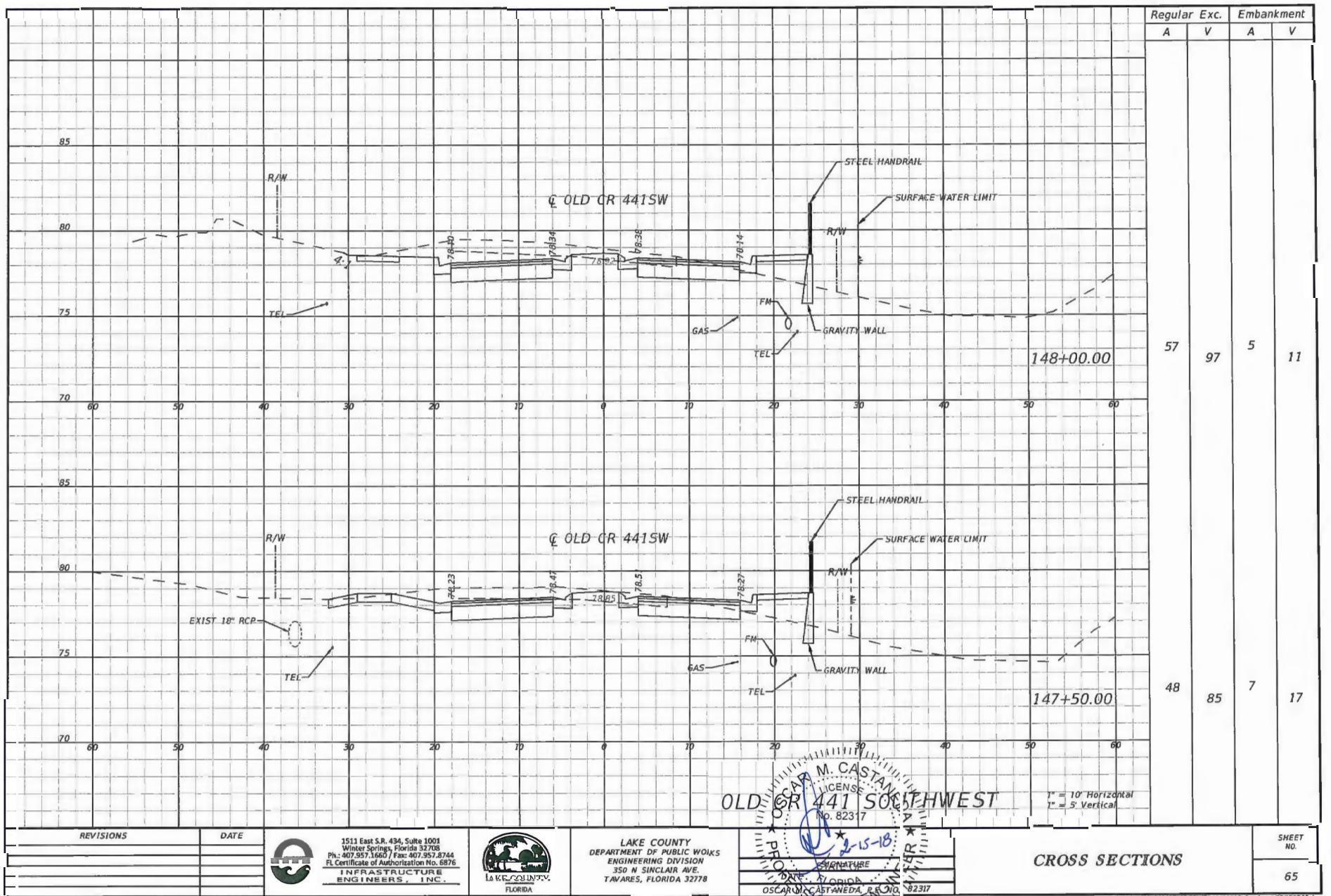
REVISIONS 	DATE 	 1511 East S.R. 434, Suite 1001 Winter Springs, Florida 32708 Ph.: 407.957.1660 / Fax: 407.957.8744 FL Certificate of Authorization No. 6876 INFRASTRUCTURE ENGINEERS, INC.	 LAKE COUNTY FLORIDA	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N. SINCLAIR AVE. TAVARES, FLORIDA 32778	 OSCAR M. CASTANEDA, P.E. NO. 62317 Jonathan D. [unclear]	CROSS SECTIONS	SHEET NO. 59
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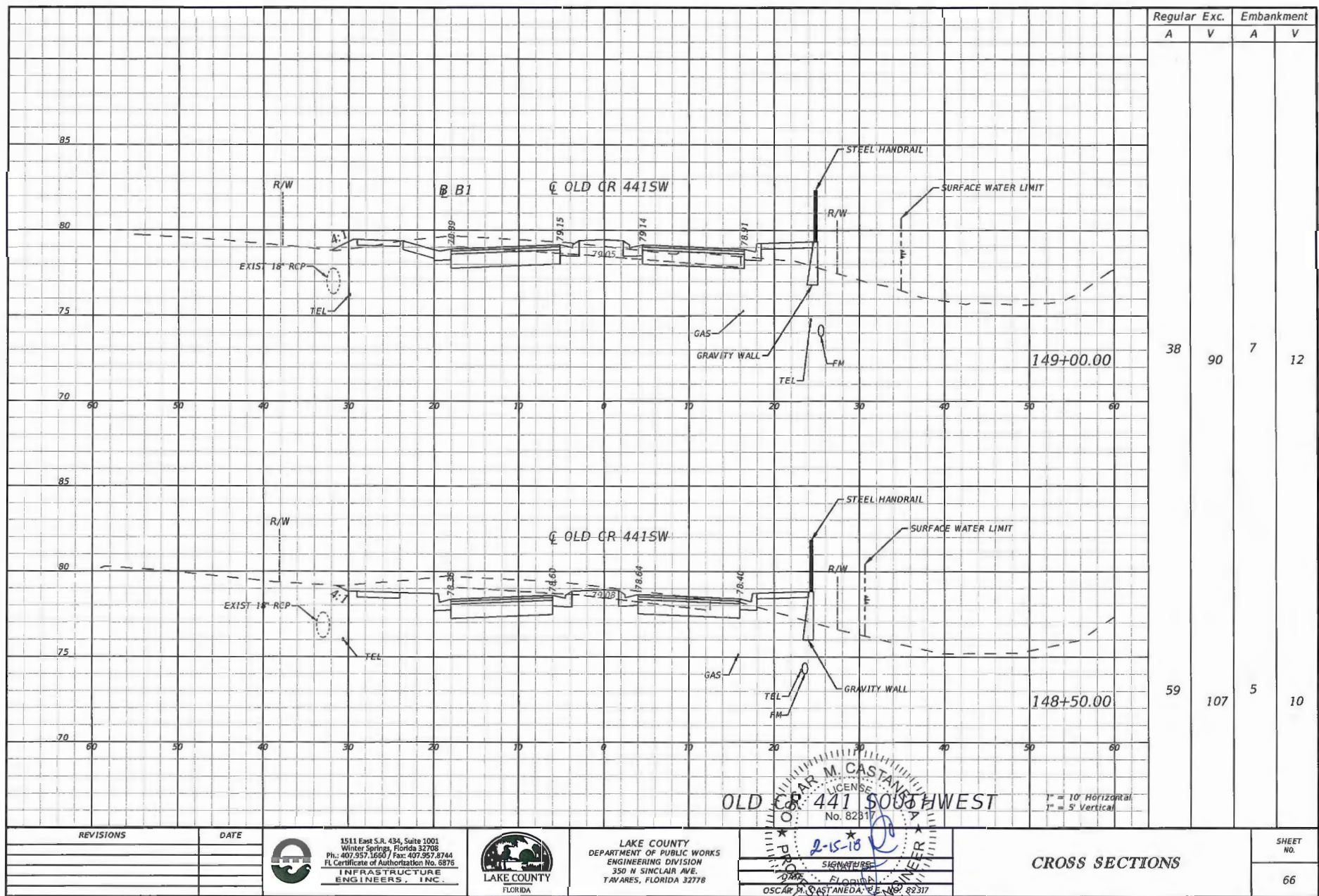


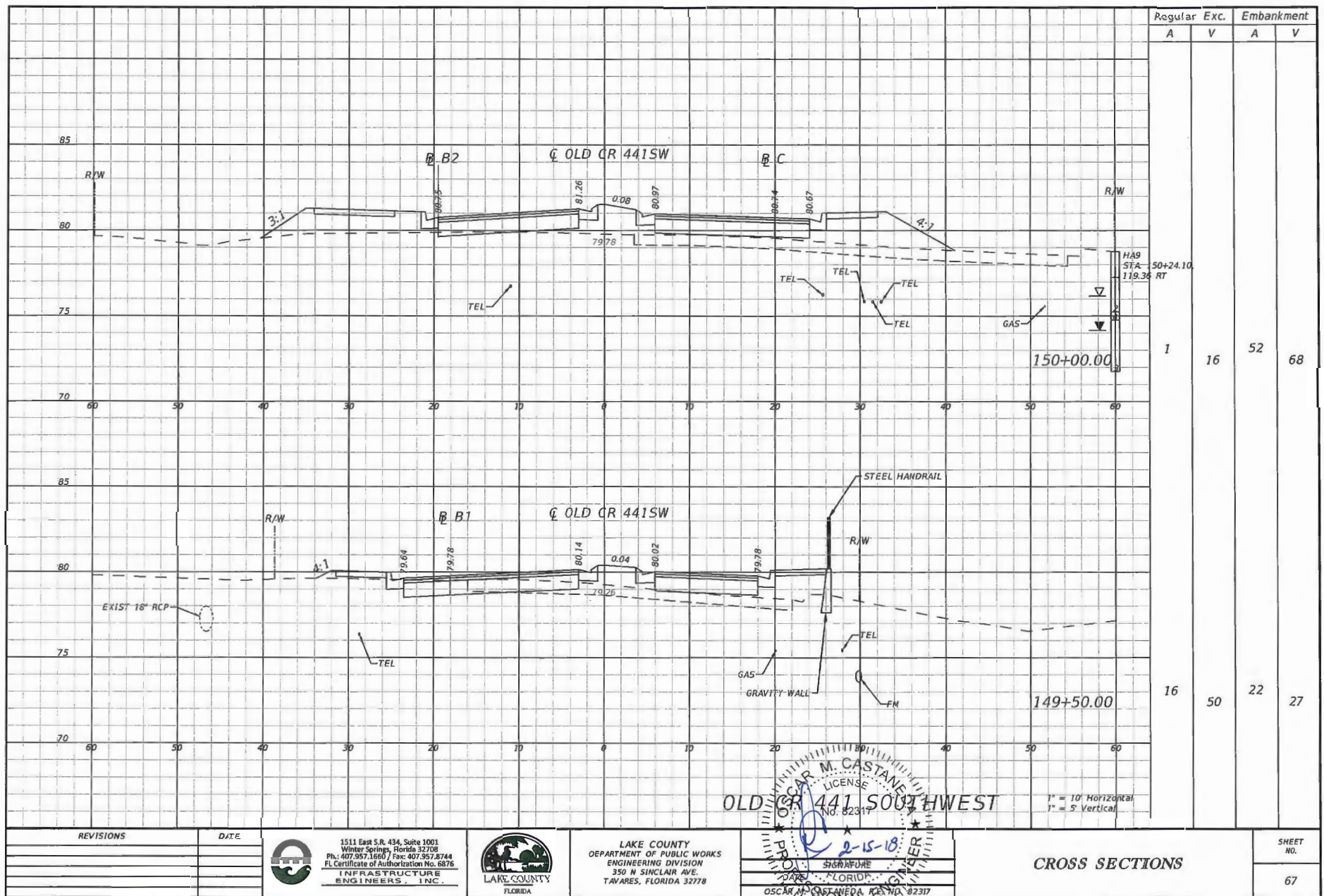


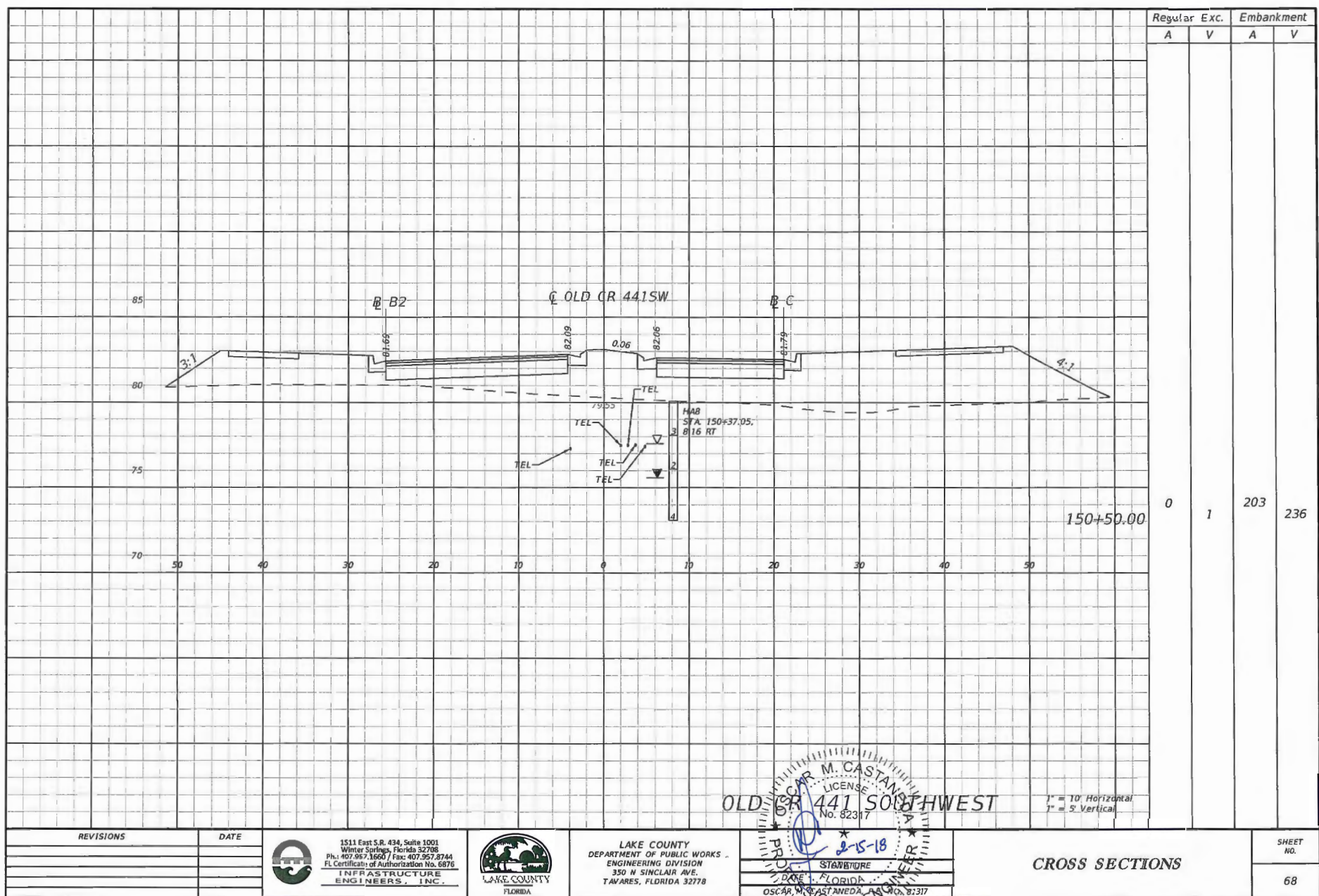


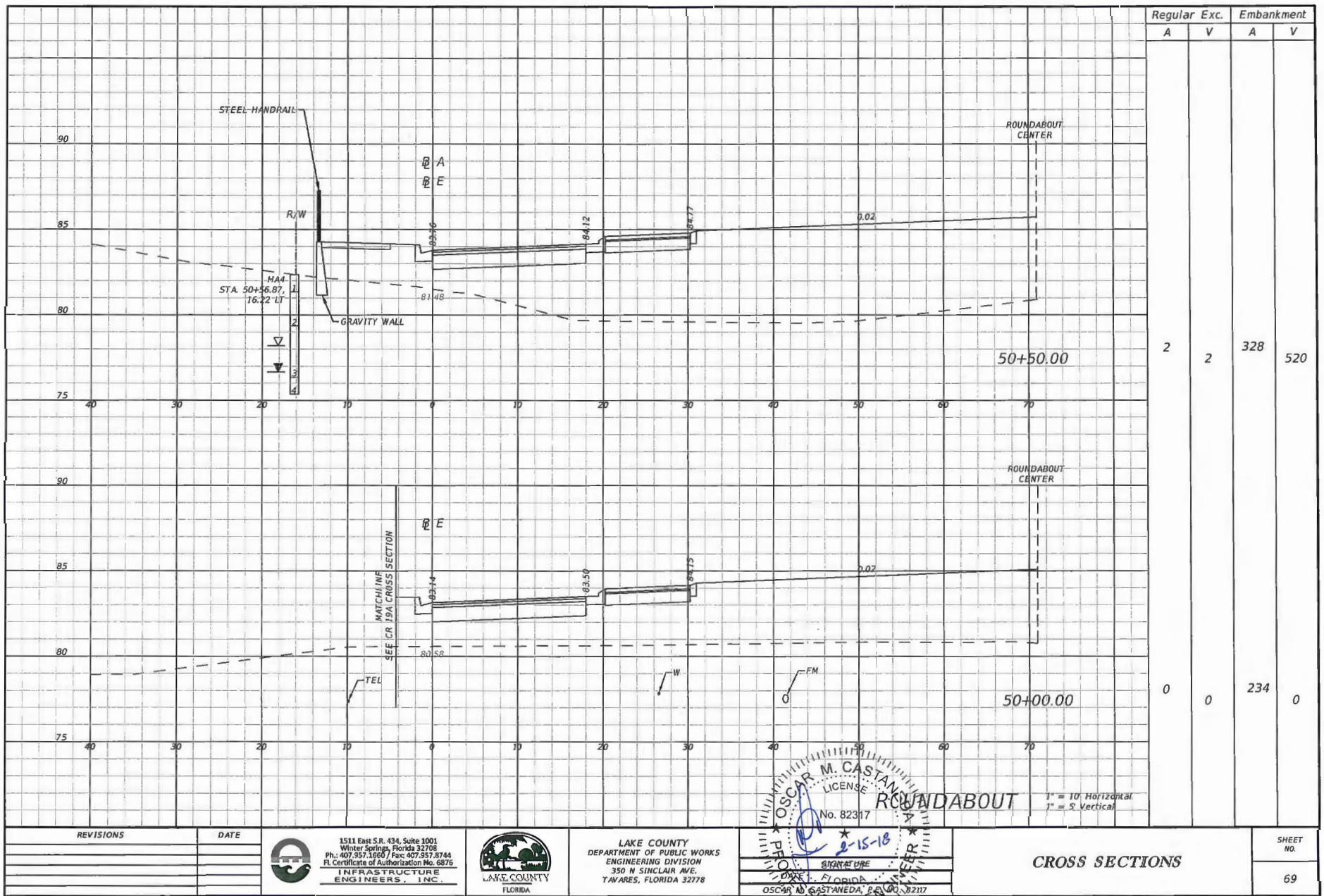


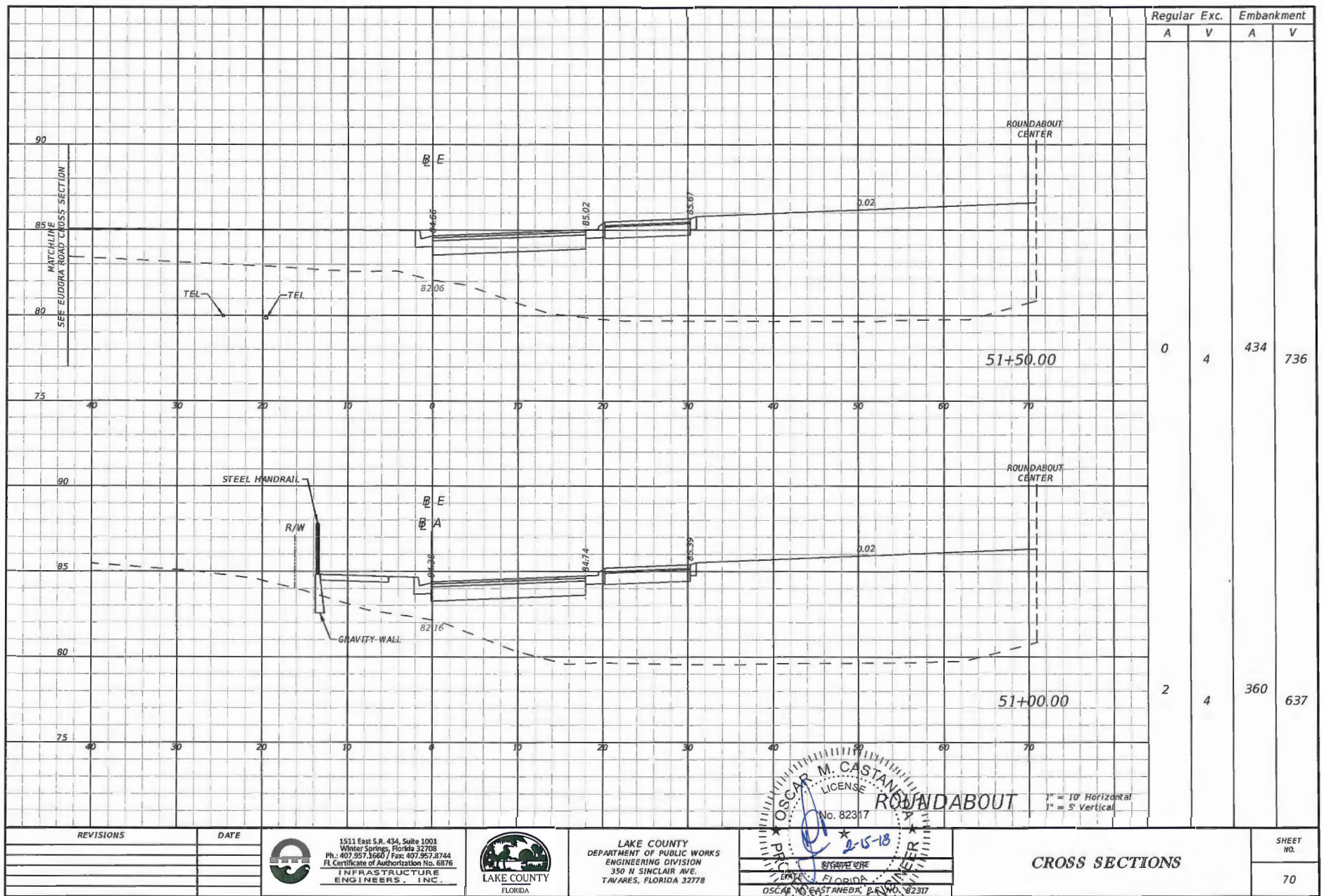


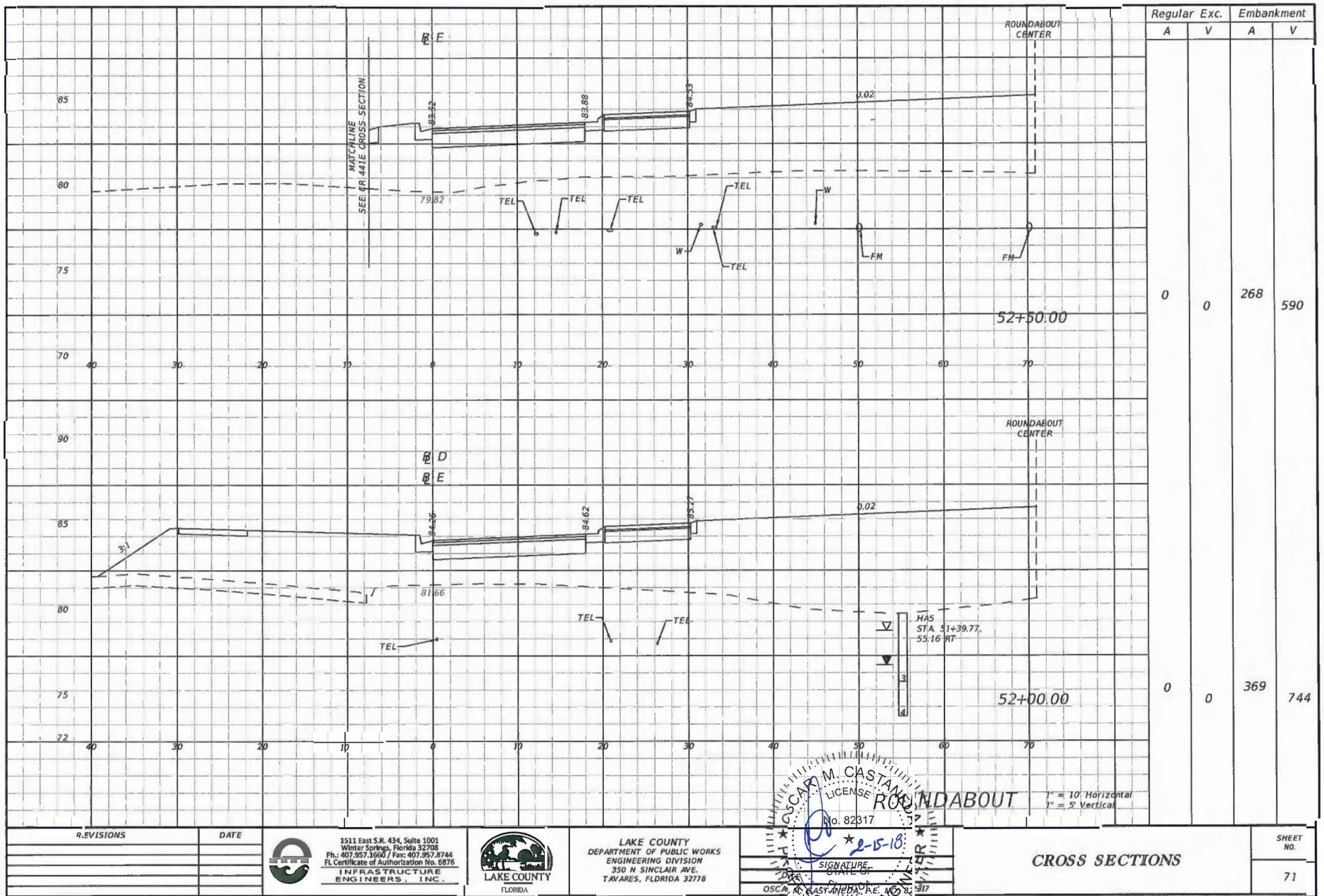


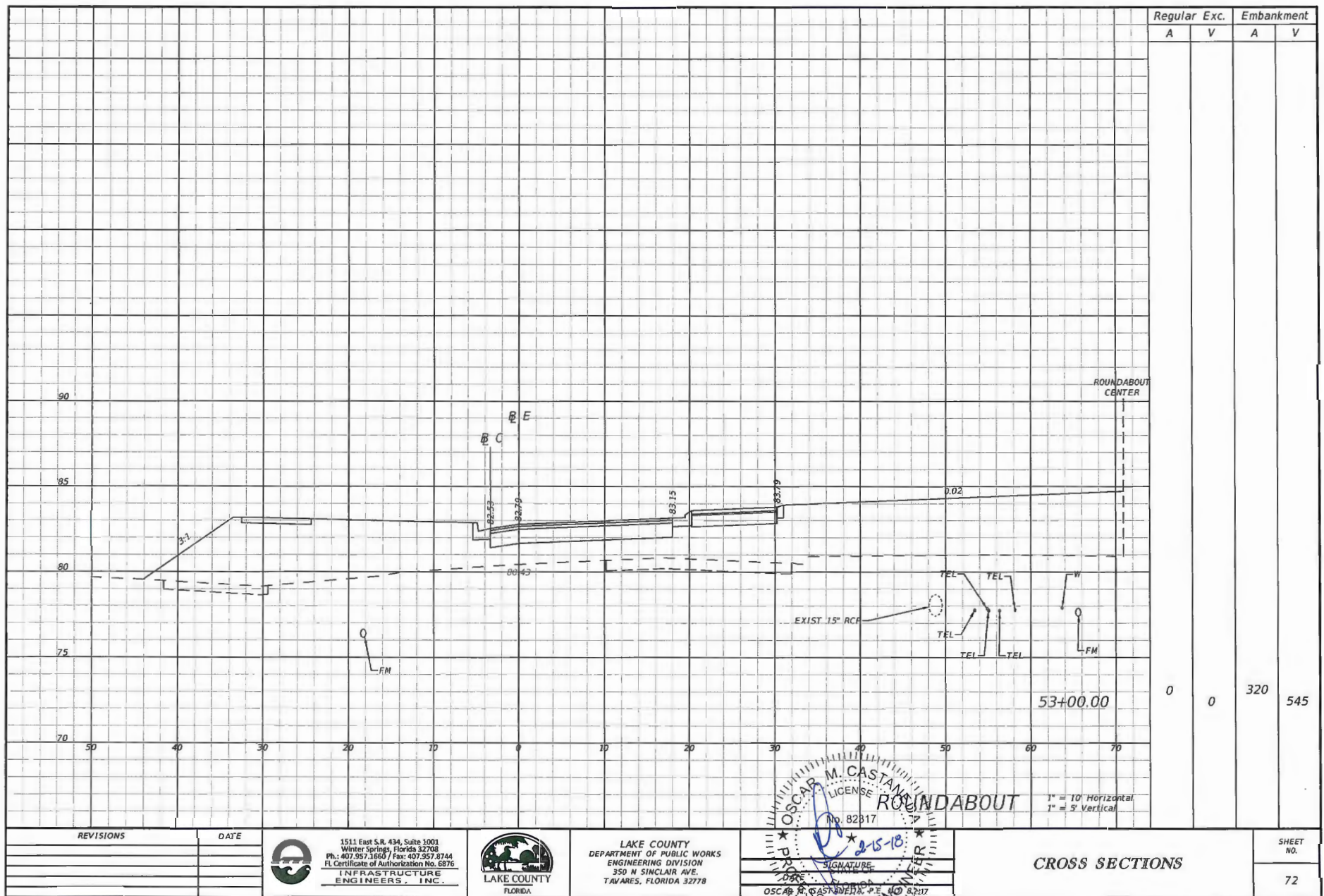


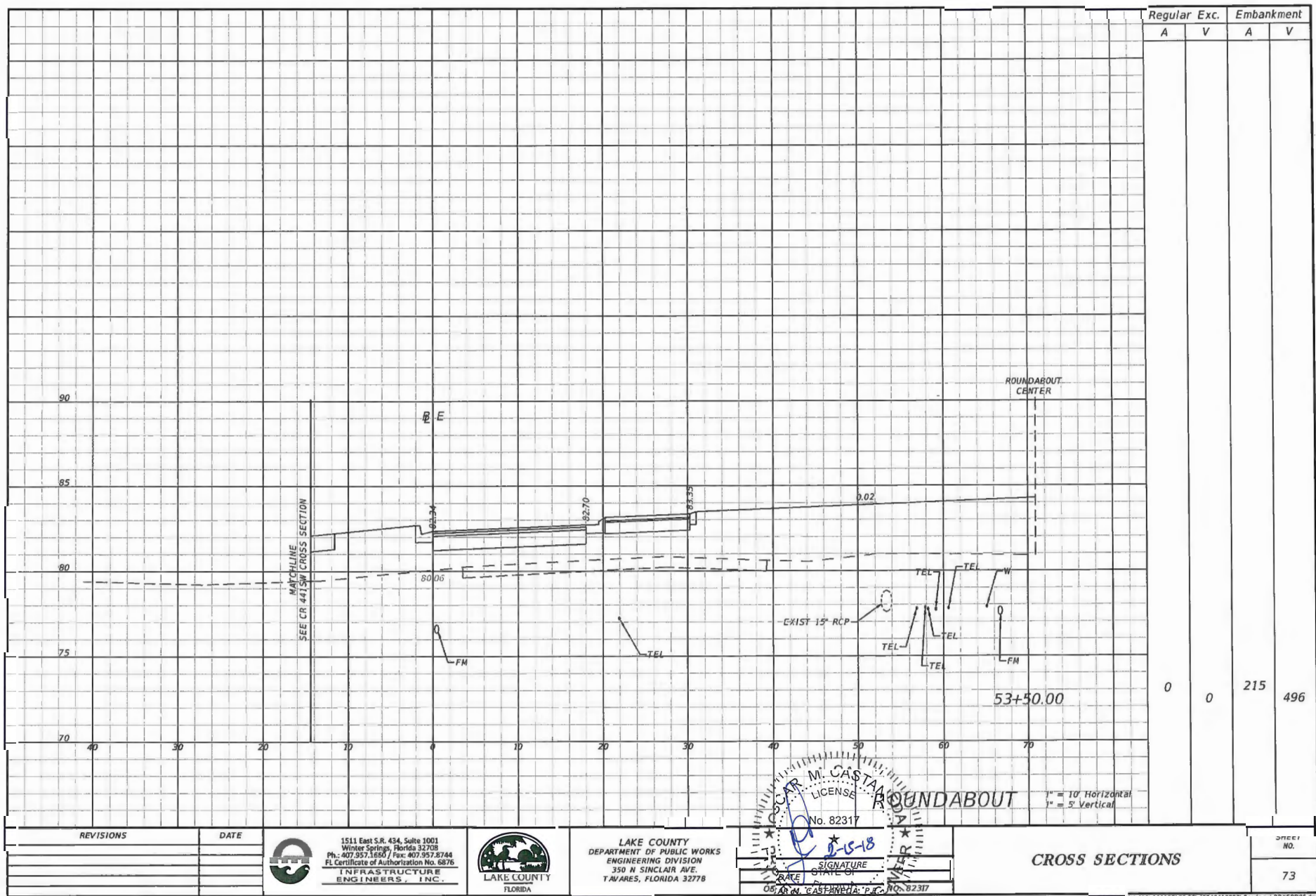


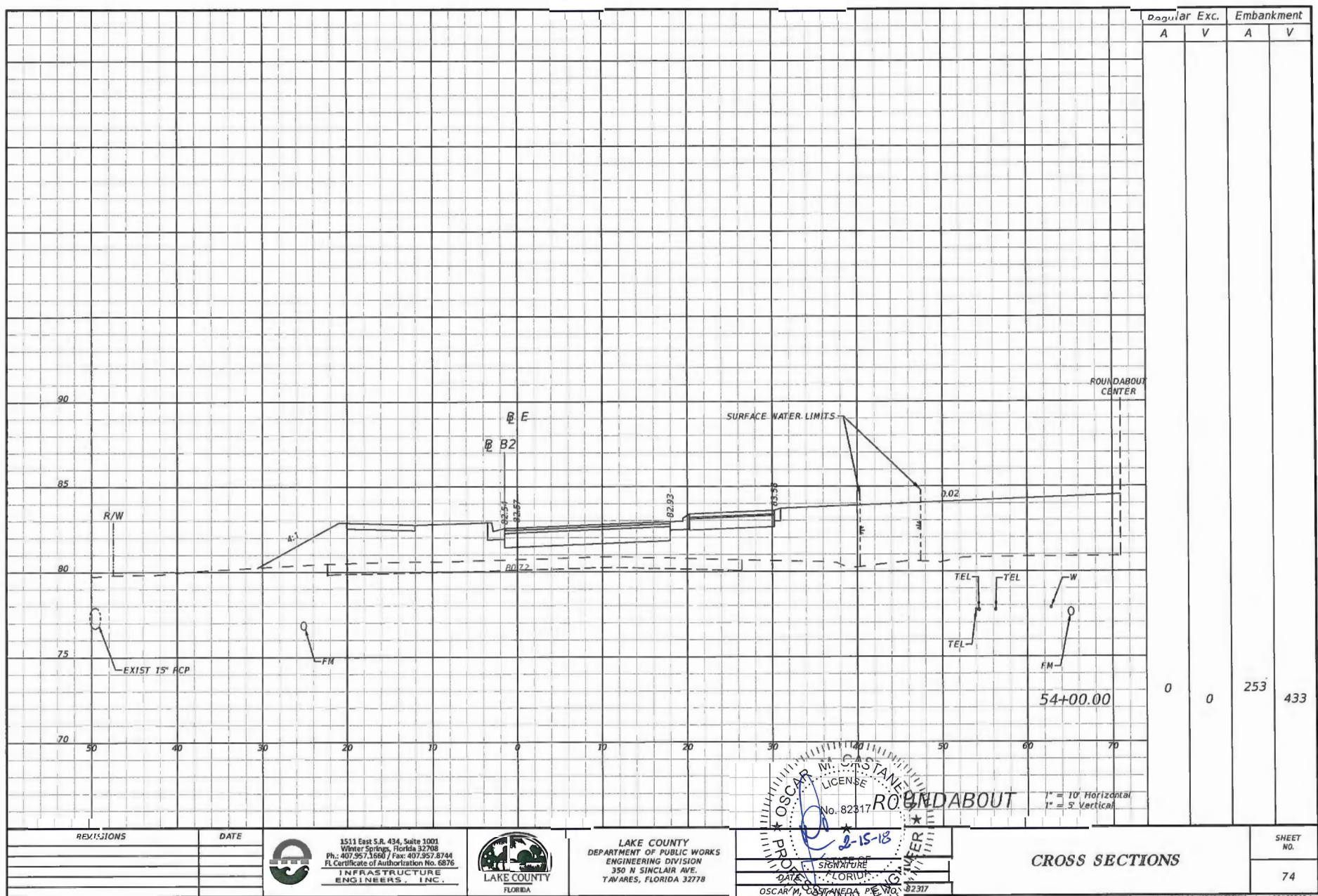


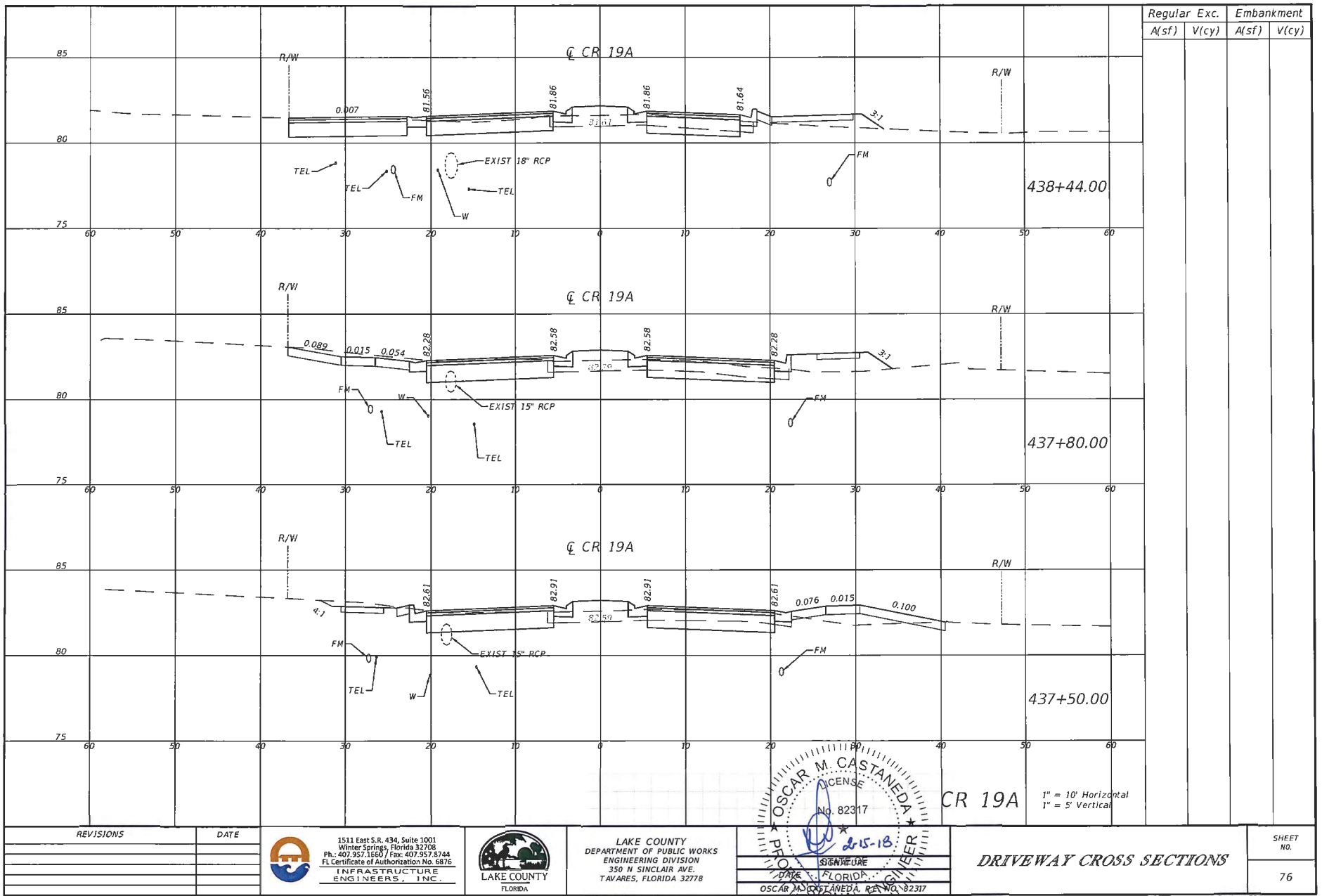


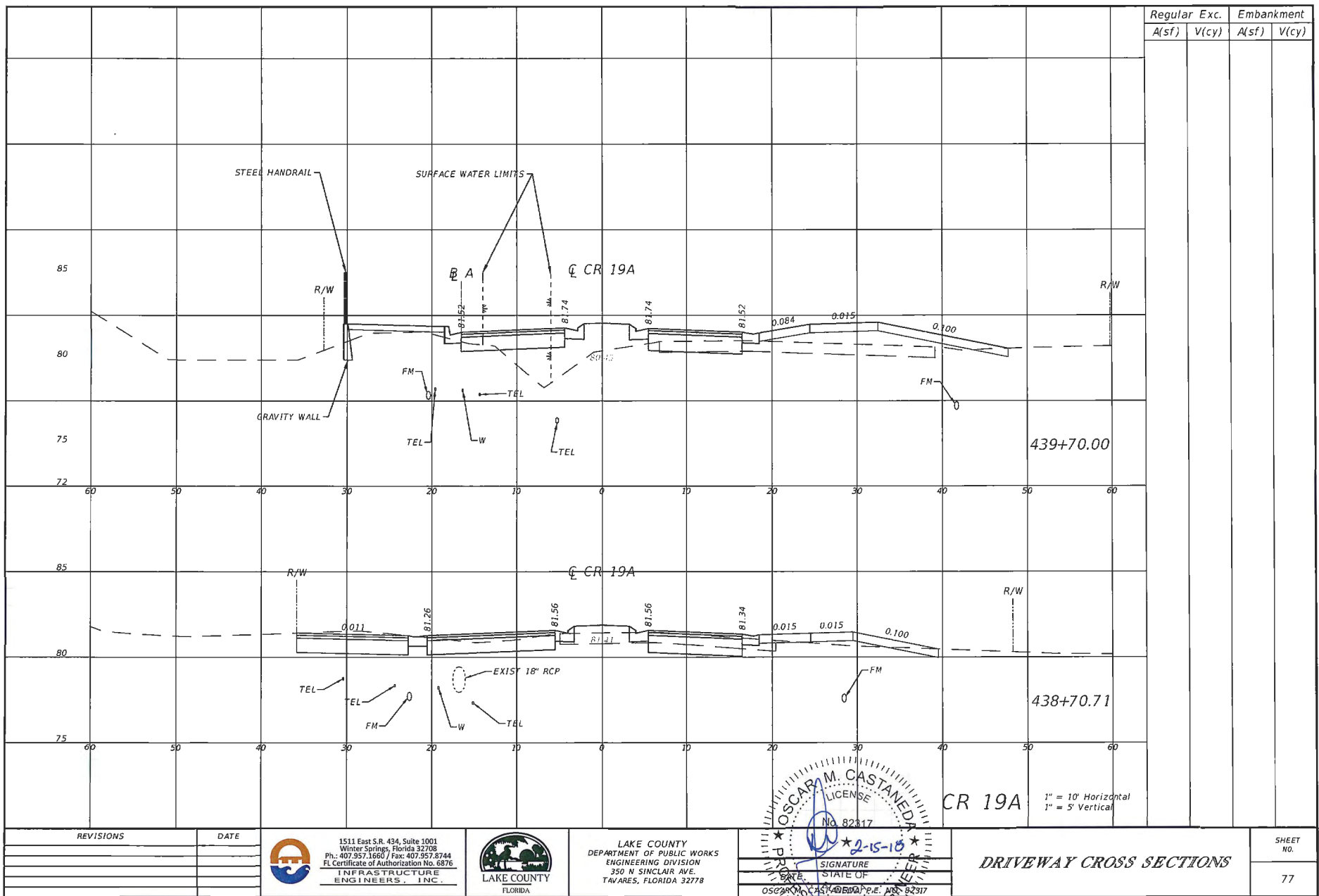


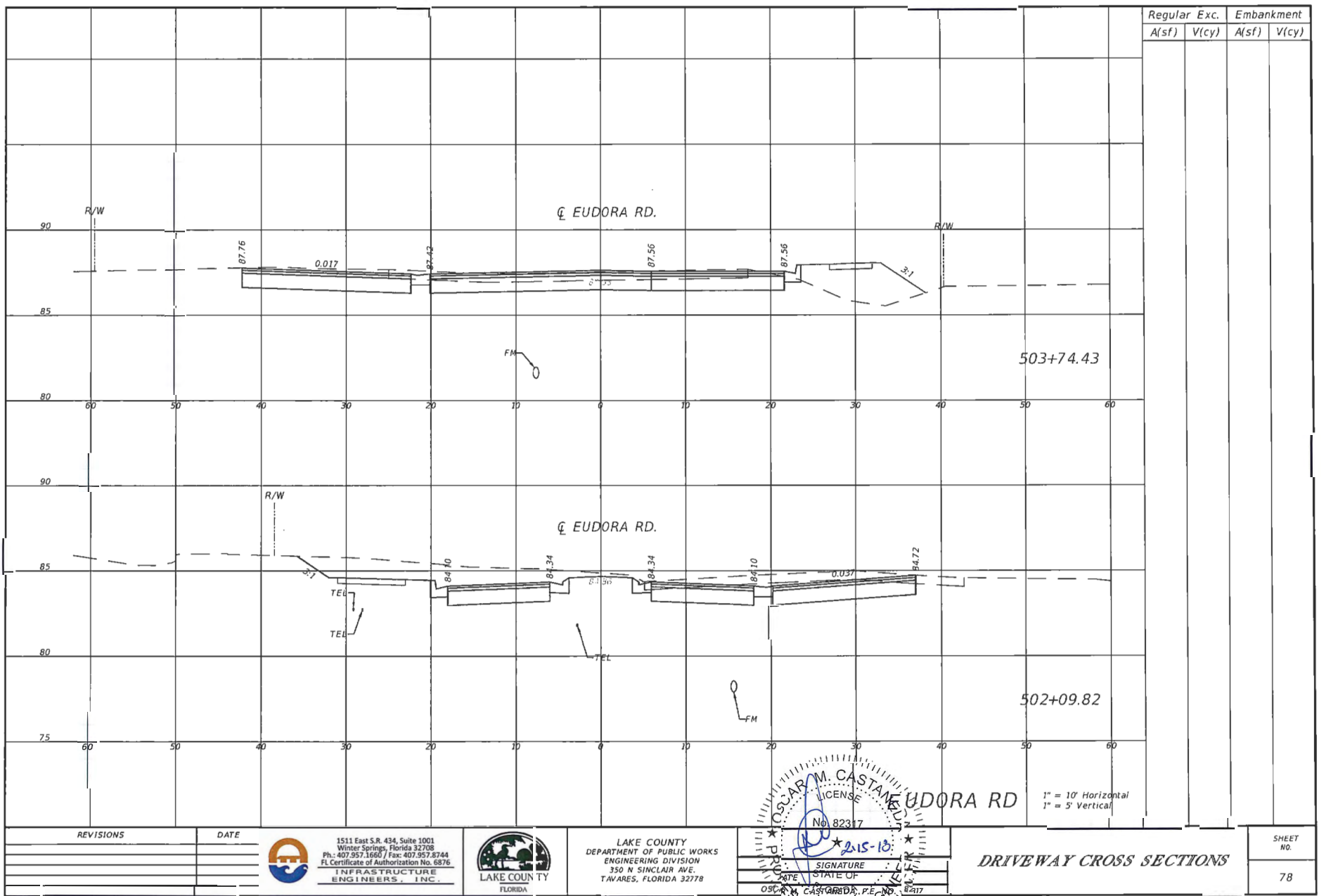


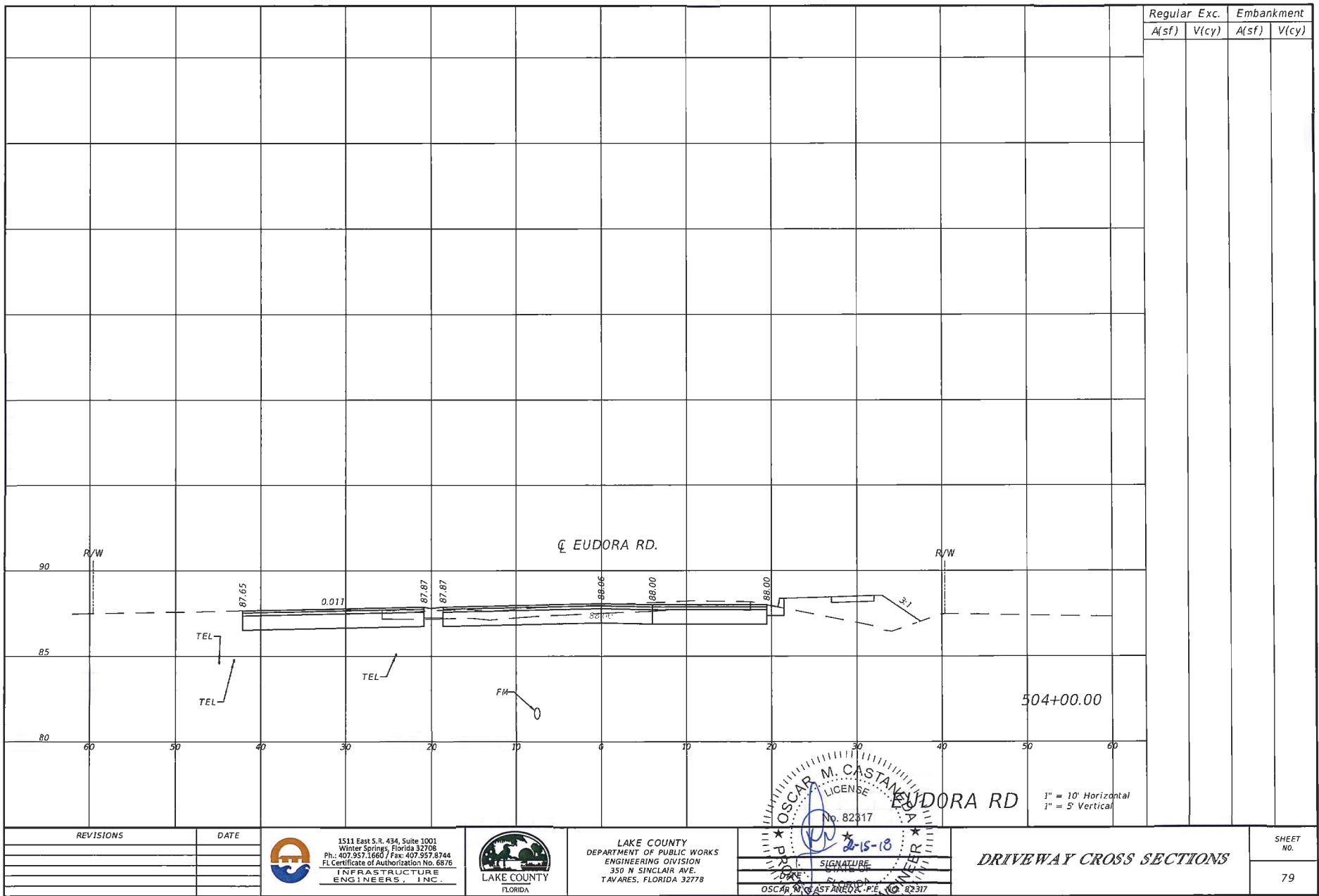


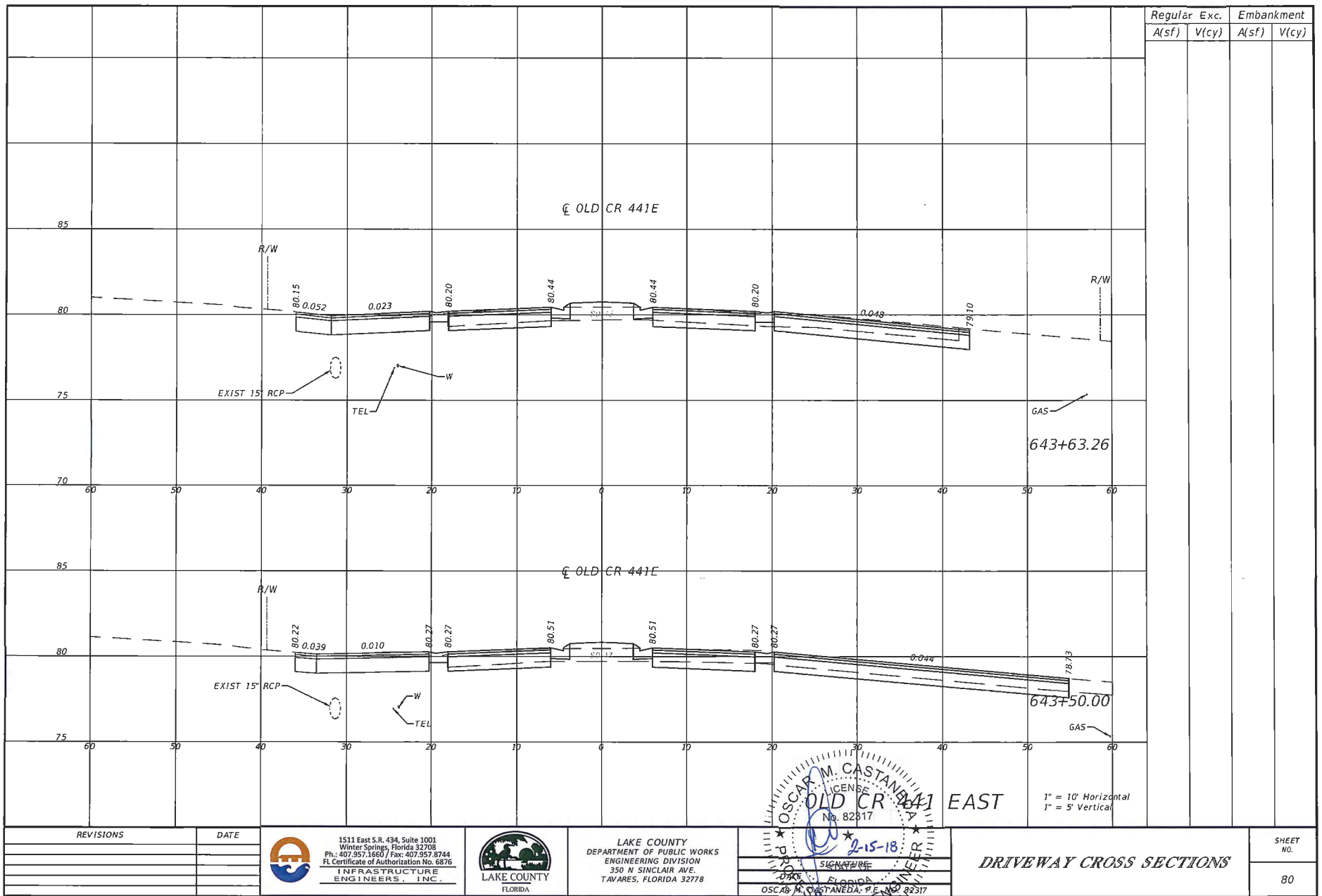


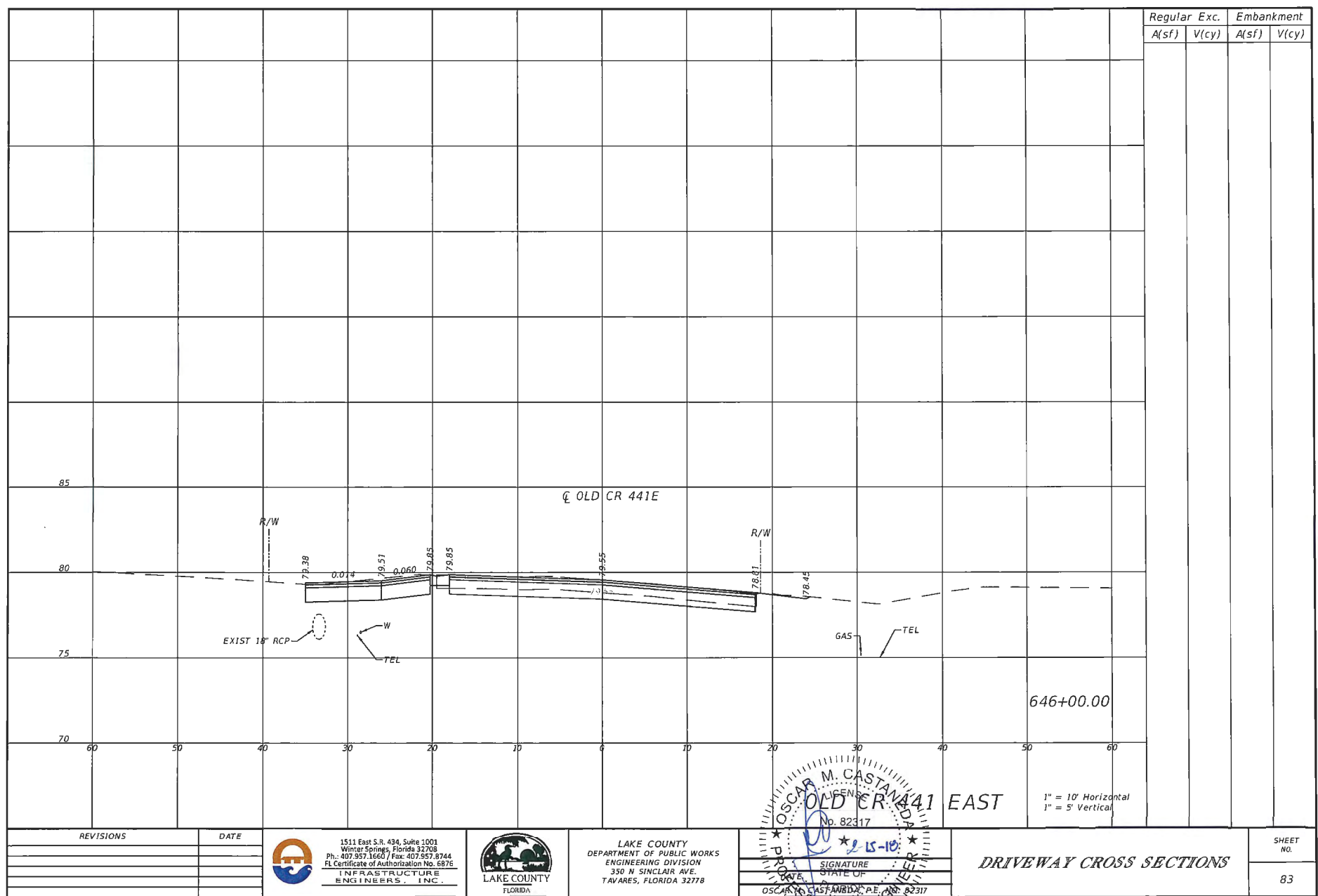


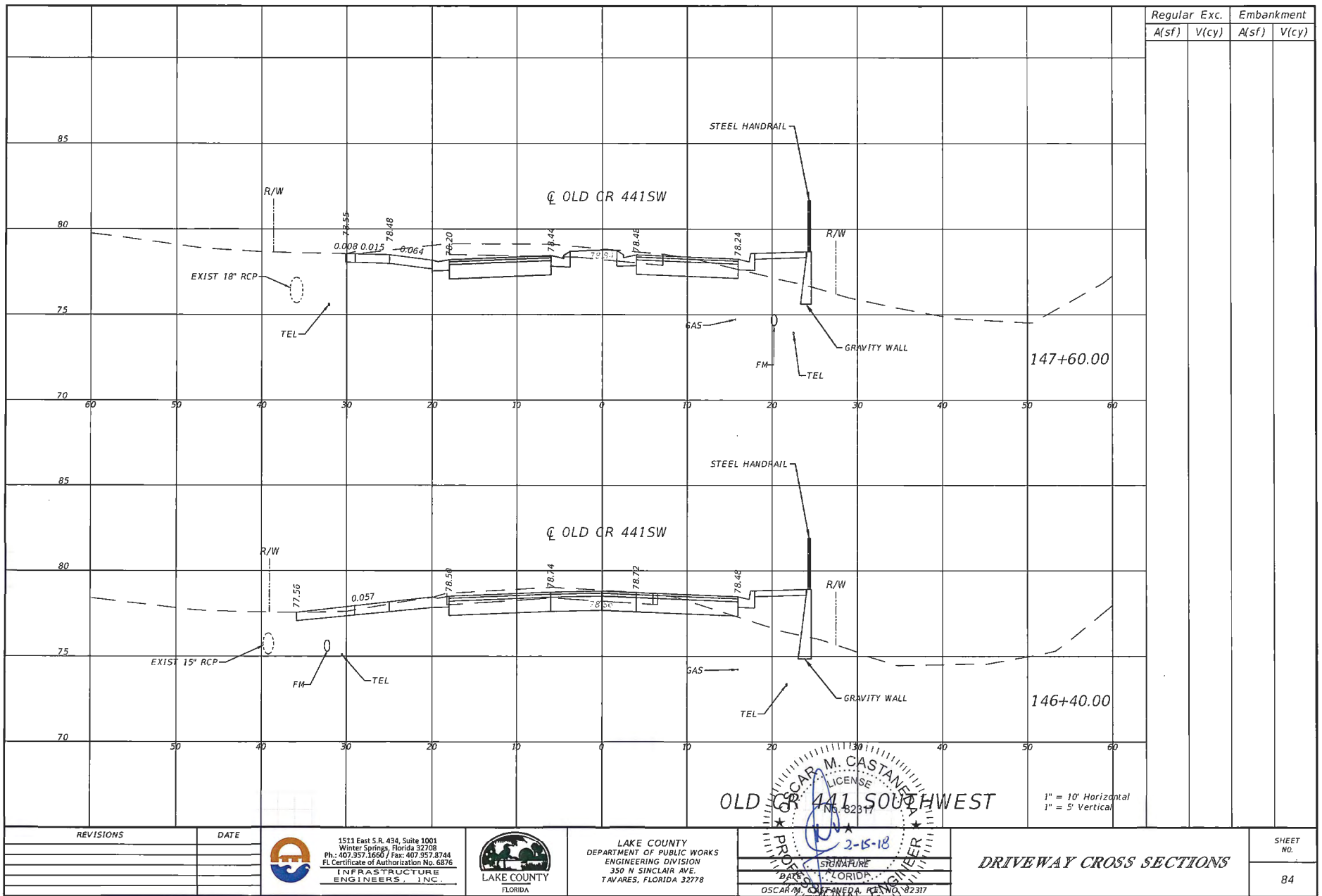












THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE DESIGN STANDARDS, AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONSTRUCTION PLANS (CALLED THE KEY SHEET) CONTAINS AN INDEX TO THE OTHER SHEETS. THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS: THIS NARRATIVE DESCRIPTION, THE DOCUMENTS REFERENCED IN THIS NARRATIVE, THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN REQUIRED BY SPECIFICATION SECTION 104, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION:

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE PROJECT IS THE CONSTRUCTION OF A ROUNDABOUT TO REPLACE THE INTERSECTION OF US 441, CR 19A AND EUDORA ROAD. THIS INVOLVES CONSTRUCTING ROADWAY SURFACE, CURB AND GUTTER, SIDEWALK, AND UNDERGROUND STORM DRAIN SYSTEMS.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW, UNLESS THE CONTRACTOR PROPOSES A DIFFERENT SEQUENCE THAT IS EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY THE ENGINEER.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

1. CLEARING AND GRUBBING, EARTHWORK, AND STORM DRAIN CONSTRUCTION.
2. CLEARING AND GRUBBING.
3. STORM DRAIN CONSTRUCTION. CONSTRUCT THE STORM DRAIN PIPE IN THE UPSTREAM DIRECTION.
4. EARTHWORK ASSOCIATED WITH THE CONSTRUCTION OF ROADWAY, CURB, SUBGRADE, BASE, PAVEMENT, AND SIDEWALK.
5. CONSTRUCT UNDERDRAIN IN POND BOTTOM.

1.C. AREA ESTIMATES:

TOTAL SITE AREA: 14.3 ACRES
TOTAL AREA TO BE DISTURBED: 14.3 ACRES

1.D. RUNOFF DATA:

RUNOFF COEFFICIENTS:

BEFORE: 0.62
DURING: VARIES FROM 0.62 TO 0.76
AFTER: 0.76

SOILS DATA: THE RESULTS OF THE SOIL BORINGS ALONG THE ROADWAY ARE SHOWN IN THE ROADWAY SOIL SURVEY SHEET(S). THE NUMBERS FOR THESE ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS. IN GENERAL, THE SOILS ARE SANDS.

OUTFALL INFORMATION:

THERE IS 1 OUTFALL

#1 DESCRIPTION: EXISTING WETLAND.

LOCATION: LATITUDE 28° 48' 26" N, LONGITUDE, 81° 40' 30" W.
EST. DRAINAGE AREA SIZE: 14.3 ACRES
RECEIVING WATER NAME: NOT APPLICABLE.

1.E. SITE MAP:

THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW. THE SHEET NUMBERS FOR THE PLAN SHEETS REFERENCED ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS.

* DRAINAGE PATTERNS: THE DRAINAGE BASIN DIVIDES AND FLOW DIRECTIONS ARE SHOWN ON THE DRAINAGE MAPS.

* APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN IN THE CROSS SECTION SHEETS AND THE PLAN-PROFILE SHEETS.

* AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE PLAN-PROFILE SHEETS, AND THE CROSS SECTION SHEETS. ANY AREAS WHERE PERMANENT FEATURES ARE SHOWN TO BE CONSTRUCTED ABOVE OR BELOW GROUND WILL BE DISTURBED.

* AREAS NOT TO BE DISTURBED: ESSENTIALLY THE WHOLE PROJECT WILL BE DISTURBED DURING CONSTRUCTION.

* LOCATIONS OF TEMPORARY CONTROLS: THESE ARE SHOWN ON THE EROSION CONTROL SHEETS.

* LOCATIONS OF PERMANENT CONTROLS: NA

* AREAS TO BE STABILIZED: TEMPORARY STABILIZATION PRACTICES ARE SHOWN IN THE SAME LOCATION AS THE TEMPORARY CONTROLS MENTIONED ABOVE. PERMANENT STABILIZATION IS SHOWN ON THE TYPICAL SECTION SHEETS, AND THE PLAN-PROFILE SHEETS.

* SURFACE WATERS: NA

* DISCHARGE POINTS TO SURFACE WATERS: NA

1.F. RECEIVING WATERS:

SEE ITEM 1.D. FOR THE DUTFALL LOCATIONS AND RECEIVING WATER NAMES. THERE ARE WETLAND AREAS ON THE PROJECT SITE.

2.0 CONTROLS:

2.A. EROSION AND SEDIMENT CONTROLS:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE CONTRACTOR'S PROPOSED TEMPORARY TRAFFIC CONTROL (TTC) PLAN. THE FOLLOWING RECOMMENDED GUIDELINES ARE BASED ON THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THE CONSTRUCTION PLANS. WHERE FOLLOWING THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THESE CONSTRUCTION PLANS, THE CONTRACTOR MAY CHOOSE TO ACCEPT THE FOLLOWING GUIDELINES OR MODIFY THEM IN THE SEDIMENT AND EROSION CONTROL PLAN, SUBJECT TO APPROVAL BY THE ENGINEER. AS WORK PROGRESSES, THE CONTRACTOR SHALL MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATION, CHANGES IN CONSTRUCTION ACTIVITIES, AND THE NEED FOR BETTER PRACTICES.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

2.A.1 STABILIZATION PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TEMPORARY:

- * ARTIFICIAL COVERINGS IN ACCORDANCE WITH SPECIFICATION SECTION 104.
- * TURF AND SOD IN ACCORDANCE WITH SPECIFICATION SECTION 104.

PERMANENT:

- * ASPHALT OR CONCRETE SURFACE.
- * SOD IN ACCORDANCE WITH SPECIFICATION SECTION 104.

2.A.2 STRUCTURAL PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TEMPORARY:

- * SEDIMENT BARRIERS IN ACCORDANCE WITH DESIGN STANDARD 102 AND SPECIFICATION SECTION 104.
- * INLET PROTECTION IN ACCORDANCE WITH DESIGN STANDARD 102 AND SPECIAL DETAILS SHOWN IN THE TTC PLAN.
- * SEDIMENT CONTAINMENT SYSTEM: THE PERMANENT STORMWATER PONDS WILL BE TEMPORARILY MODIFIED ACCORDING TO THE DETAILS IN THE TTC PLAN.

PERMANENT:

- * SOD.

2.B. STORMWATER MANAGEMENT:

NA

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									86

2.C OTHER CONTROLS:

2.C.1 WASTE DISPOSAL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIALS, TO WATERS OF THE UNITED STATES. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

- * PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT DURING CONSTRUCTION ACTIVITIES.
- * DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.
- * DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS, OR WETLANDS.

2.C.2 OFF-SITE VEHICLE TRACKING & DUST CONTROL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

- * COVERING LOADED HAUL TRUCKS WITH TARPULINS.
- * REMOVING EXCESS DIRT FROM ROADS DAILY.
- * STABILIZING CONSTRUCTION ENTRANCES ACCORDING TO DESIGN STANDARD 106.
- * USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION AND MILLING OPERATIONS.

2.C.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC TANK REGULATIONS:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, AND SANITARY SEWER OR SEPTIC SYSTEMS.

2.C.4 FERTILIZERS AND PESTICIDES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF SECTION 570 OF THE SPECIFICATIONS.

2.C.5 TOXIC SUBSTANCES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

2.D.4 APPROVED STATE AND LOCAL PLANS AND PERMITS:

SJRWM PERMIT EXEMPTION

3.0 MAINTENANCE:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING:

- * SILT FENCE: MAINTAIN PER SECTION 104. THE CONTRACTOR SHOULD ANTICIPATE REPLACING SILT FENCE ON 12 MONTH INTERVALS.

* SEDIMENT BARRIERS: REMOVE SEDIMENT AS PER MANUFACTURER'S RECOMMENDATIONS OR WHEN WATER PONDS IN UNACCEPTABLE AMOUNTS OR AREAS.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. TO COMPLY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

- * POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.
- * POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM DRAIN SYSTEMS.
- * DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.
- * AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.
- * STRUCTURAL CONTRDLS.
- * STORMWATER MANAGEMENT SYSTEMS.
- * LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.

THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5.0 NON-STORMWATER DISCHARGES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES. IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT DISTRICT HAZARDOUS MATERIALS COORDINATOR.

REVISIONS	DATE	 1511 East S.R. 434, Suite 1001 Winter Springs, Florida 32708 Ph.: 407.957.1660 / Fax: 407.957.8744 FL Certificate of Authorization No. 6876 INFRASTRUCTURE ENGINEERS, INC.	 LAKE COUNTY FLORIDA	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINCLAIR AVE. TAVARES, FLORIDA 32778	 SIGNATURE DATE 2/14/2018 DAVID A. BENNETT, P.E. NO. 54769	STORMWATER POLLUTION PREVENTION PLAN	SHEET NO.
							87

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GENERAL NOTES:

1. NO LANE CLOSURE RESTRICTIONS EXCEPT FOR EUDORA ROAD BETWEEN 6:00 AM TO 6:00 PM MONDAY THROUGH FRIDAY AND DURING ANY SCHOOL EVENT.
2. REGULATORY SPEED IN AN ACTIVE WORK ZONE SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN IN THE PLANS
3. PROJECT INFORMATION SIGNS WILL BE DETERMINED AT THE PRECONSTRUCTION MEETING.
4. SEE GENERAL NOTES FOR ADDITIONAL TRAFFIC CONTROL NOTES.

PHASING NOTES:

PHASE I

THE INTENT OF PHASE I IS TO CREATE A WORK ZONE ON THE NORTH SIDE OF CR 19A AND CR 441 BY SHIFTING TRAFFIC TO THE SOUTH. THE OUTSIDE CURB, DRIVEWAYS, SIDEWALKS, AND OUTSIDE LANES WILL BE CONSTRUCTED WITHIN THIS WORK ZONE. THE NORTH HALF OF THE TRAFFIC CIRCLE WILL ALSO BE CONSTRUCTED WITH THE EXCEPTION OF THE SEPARATOR ISLAND. EUDORA ROAD WILL BE CLOSED TO THROUGH TRAFFIC IN ORDER TO CONSTRUCT THE TRAFFIC CIRCLE AND THE ENTIRE CONNECTOR ROAD.

1. INSTALL ADVANCED WARNING SIGNS AS SHOWN IN THE TEMPORARY TRAFFIC CONTROL (TTC) PLAN.
2. SHUT DOWN EUDORA RD. TO TRAFFIC AS SHOWN IN THE TTC PLAN AND IMPLEMENT TEMPORARY OFFSITE EIDPRA RD. DETOUR BEFORE THE SHUT DOWN.
3. INSTALL ALL STORMWATER POLLUTION PREVENTION DEVICES WITHIN THE WORK ZONE.
4. USE STANDARD PLANS 102-603 TO MAINTAIN TRAFFIC WHILE PERFORMING THE FOLLOWING OPERATIONS:
 - A. CONSTRUCT TEMPORARY PAVEMENT ON THE SOUTH SIDE OF CR 19A REQUIRED FOR THE PHASE I DIVERSION.
 - B. PLACE TEMPORARY BARRIER WALLS ON THE NORTH SIDE OF CR 19A AND CR 441 AS SHOWN TTC PLAN.
 - C. REMOVE CONFLICTING STRIPING AND PLACE TEMPORARY STRIPING.
 - D. INSTALL TEMPORARY SIGNALS AND DETECTION.
 - E. REMOVE EXISTING SIGNALS, STRAIN POLES, AND EQUIPMENT
5. SHIFT TRAFFIC TO THE SOUTH AROUND THE WORK ZONE DEPICTED IN THE TTC PLAN.
6. CONSTRUCT THE FOLLOWING PROPOSED ROADWAY ELEMENTS:
 - A. CR 19A AND CR 441:
 - I. ALL DRIVEWAYS AND SIDEWALKS ON THE NORTH SIDE OF EACH ROADWAY.
 - II. CONSTRUCT THE CURB AND GUTTER ON THE NORTH SIDE OF EACH ROADWAY.
 - III. CONSTRUCT AS MUCH OF THE PROPOSED ROADWAY AS POSSIBLE.
 - IV. CONSTRUCT DRAINAGE TRUNKLINE AND OUTFALL AS SHOWN IN THE TTC PLAN.
 - V. CONSTRUCT TEMPORARY PAVEMENT WHERE THE FUTURE SPLITTER ISLANDS WILL BE LOCATED.
 - B. ROUNDABOUT:
 - I. CONSTRUCT ALL CURB AND GUTTER ON THE OUTSIDE OF THE CIRCULATORY ROADWAY AS SHOWN IN THE TTC PLAN.
 - II. CONSTRUCT THE PORTION OF THE CIRCULATORY ROADWAY AS SHOWN IN THE TTC PLAN.
 - III. CONSTRUCT DRAINAGE TRUNKLINE AS SHOWN IN THE TTC PLAN.
 - IV. CONSTRUCT TEMPORARY PAVEMENT WHERE THE FUTURE CENTRAL ISLAND WILL BE LOCATED.
 - C. EUDORA RD.
 - I. CONSTRUCT ALL OF EUDORA RD. WITH THE EXCEPTION OF THE SPLITTER ISLAND AS SHOWN IN THE TTC PLAN.
 - II. CONSTRUCT ALL DRAINAGE STRUCTURES AND PIPES.
 - III. CONSTRUCT TEMPORARY PAVEMENT WHERE THE FUTURE SPLITTER ISLAND WILL BE LOCATED.

PHASE II

THE INTENT OF PHASE II IS TO CREATE A WORK ZONE ON THE SOUTH SIDE OF CR 19A AND CR 441 BY SHIFTING TRAFFIC TO THE NORTH ONTO THE NEWLY CONSTRUCTED LANES. THE OUTSIDE CURB, DRIVEWAYS, SIDEWALKS, AND OUTSIDE LANES WILL BE CONSTRUCTED WITHIN THIS WORK ZONE. THE SOUTH HALF OF THE TRAFFIC CIRCLE WILL ALSO BE CONSTRUCTED WITH THE EXCEPTION OF THE SEPARATOR ISLAND. CR 441 (TAVARES ROAD) WILL BE CLOSED TO THROUGH TRAFFIC IN ORDER TO CONSTRUCT THE TRAFFIC CIRCLE AND THE ENTIRE CONNECTOR ROAD.

1. SHUT DOWN CR 441 (TAVARES RD.) TO TRAFFIC AS SHOWN IN THE TTC PLAN AND IMPLEMENT CR 441 TEMPORARY OFFSITE DETOUR PRIOR TO THE SHUT DOWN.
2. INSTALL ALL STORMWATER POLLUTION PREVENTION DEVICES WITHIN THE WORK ZONE.
3. USE INDEX 102-602 TO MAINTAIN TRAFFIC WHILE PERFORMING THE FOLLOWING OPERATIONS:
 - A. PLACE TEMPORARY BARRIER WALLS ON THE SOUTH SIDE OF CR 19A AND CR 441 AS SHOWN TTC PLAN.
 - B. REMOVE CONFLICTING STRIPING AND PLACE TEMPORARY STRIPING.
 - C. RELOCATE TEMPORARY SIGNALS AND INSTALL DETECTION.
4. SHIFT TRAFFIC TO THE NORTH AROUND THE WORK ZONE DEPICTED IN THE TTC PLAN.
5. CONSTRUCT THE FOLLOWING PROPOSED ROADWAY ELEMENTS:
 - A. CR 19A AND CR 441:
 - I. ALL DRIVEWAYS AND SIDEWALKS ON THE SOUTH SIDE OF EACH ROADWAY.
 - II. CONSTRUCT THE CURB AND GUTTER ON THE SOUTH SIDE OF EACH ROADWAY.
 - III. CONSTRUCT AS MUCH OF THE PROPOSED ROADWAY AS POSSIBLE.
 - IV. CONSTRUCT REMAINING DRAINAGE STRUCTURES AND PIPES.
 - V. CONSTRUCT FLOODPLAIN COMPENSATION PONDS 1&2.

B. ROUNDABOUT:

- I. CONSTRUCT ALL CURB AND GUTTER ON THE OUTSIDE OF THE CIRCULATORY ROADWAY AS SHOWN IN THE TTC PLAN.
- II. CONSTRUCT THE PORTION OF THE CIRCULATORY ROADWAY AS SHOWN IN THE TTC PLAN.

C. CR 441 (OLD US HWY 441)

- I. CONSTRUCT ALL OF CR 441 (OLD US HWY 441) WITH THE EXCEPTION OF THE SPLITTER ISLAND AS SHOWN IN THE TTC PLAN.
- II. CONSTRUCT ALL DRAINAGE STRUCTURES AND PIPES.

PHASE III

THE INTENT OF PHASE III IS TO CREATE A WORK ZONE WITHIN THE MEDIAN OF CR 19A AND CR 441 BY SHIFTING TRAFFIC TO THE OUTSIDE ONTO THE NEWLY CONSTRUCTED LANES. PHASE III WILL HAVE TWO PARTS. PART A: CREATE A WORK ZONE FOR THE CENTRAL ISLAND OF THE TRAFFIC CIRCLE AND CONSTRUCT THE CENTRAL ISLAND. USE THE NEWLY CONSTRUCTED LANES AND EXISTING TEMPORARY PAVEMENT TO LAY OUT TEMPORARY STRIPING AROUND THE PROPOSED MEDIAN LIMITS. THE TEMPORARY PAVEMENT WILL ALLOW TRUCKS TO NAVIGATE SAFELY THROUGH THE ROUNDABOUT WORK ZONE. PART B: CREATE A WORK ZONE AROUND THE MEDIAN CURB, REMAINING SPLITTER ISLANDS, AND ANY ADDITIONAL PAVEMENT. CONSTRUCT THESE FEATURES WITHIN THIS WORK ZONE AFTER THE CENTRAL ISLAND HAS BEEN CONSTRUCTED. THIS WILL ALLOW TRUCKS TO USE THE TRUCK APRON AND SAFELY NAVIGATE THROUGH THE ROUNDABOUT.

1. USE STANDARD PLANS 102-603 AND 102-604 TO MAINTAIN TRAFFIC WHILE PERFORMING THE FOLLOWING OPERATIONS:

- A. REMOVE CONFLICTING STRIPING AND PLACE TEMPORARY STRIPING
- B. PLACE CHANNELIZING DEVICES TO CREATE WORK ZONES FOR THE SPLITTER ISLANDS AND THE CENTRAL ISLAND FOR THE TRAFFIC CIRCLE

2. SHIFT TRAFFIC TO THE OUTSIDE AROUND THE WORK ZONES DEPICTED IN THE TTC PLAN.

3. CONSTRUCT THE FOLLOWING PROPOSED ROADWAY ELEMENTS:

- A. ROUNDABOUT:
 - I. CONSTRUCT CENTRAL ISLAND.
- B. CR 19A AND CR 441:
 - I. CONSTRUCT ALL REMAINING MEDIANS AND SPLITTER ISLANDS.

PHASE IV

THE INTENT OF PHASE IV IS TO CREATE A WORK ZONE TO FINALIZE CONSTRUCTION.

1. USE STANDARD PLANS 102-603 AND 102-604 TO MAINTAIN TRAFFIC WHILE PERFORMING THE FOLLOWING OPERATIONS:

- A. MILL AND RESURFACE.
- B. PLACE FINAL FRICTION COURSE, STRIPING, AND SIGNS.
- C. PLACE FINAL SOD AND LANDSCAPING.

DRAINAGE TRAFFIC CONTROL

THE INTENT OF THE DRAINAGE TRAFFIC CONTROL PHASE IS TO ESTABLISH THE OUTFALL FOR THE PROJECT SO SUBSEQUENT CONSTRUCTION PHASES WILL HAVE ADEQUATE DRAINAGE.

1. THIS PHASE MUST BEGIN WITH THE JACK AND BORE OF THE 36" DRAINAGE PIPE UNDER THE RAILROAD TRACKS. TRAFFIC CONTROL FOR THE JACK AND BORE ACROSS THE RAILROAD TRACKS WILL REQUIRE A TEMPORARY ROAD DETOUR OF CR 441. THE DETOUR OF THE CR 441 TRAFFIC WILL UTILIZE THE DETOUR PLAN FOR PHASE II CONSTRUCTION. THE OUTFALL PIPE CONSTRUCTION CAN BE COMPLETED TO CR 19A DURING THE TEMPORARY ROAD DETOUR OF CR 441. ONCE THIS IS COMPLETE THE TWO REMAINING DRAINAGE PIPE CROSSINGS OF CR 19A CAN BE CONSTRUCTED USING FOOT STANDARD PLANS 102-603, SHIFTING TRAFFIC OVER AND CLOSING OFF ONE LANE OF TRAFFIC AT A TIME IN EACH DIRECTION WITH FLAGGERS.

PORTABLE CHANGEABLE MESSAGE SIGNS:

PHASE I

SIGN A AND SIGN B

N-BND
EUDORA
CLOSED

USE
DETOUR
ROUTE

MESSAGE 1

MESSAGE 2

SIGN C

N-BND
EUDORA
CLOSED

CAUTION
AHEAD

MESSAGE 1

MESSAGE 2

PHASE II

SIGN A AND SIGN B

S-BND
OLD 441
CLOSED

USE
DETOUR
ROUTE

MESSAGE 1

MESSAGE 2

SIGN C

S-BND
EUDORA
CLOSED

CAUTION
AHEAD

MESSAGE 1

MESSAGE 2

PHASE III

SIGN A

CREWS
WORKING
IN ROAD

MESSAGE 1



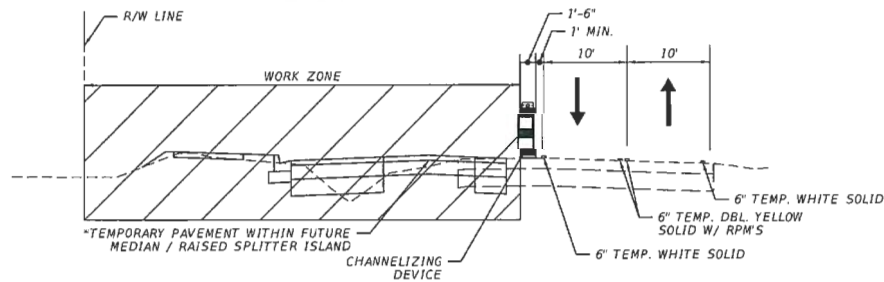
PHASING NOTES

TEMPORARY TRAFFIC CONTROL PLAN

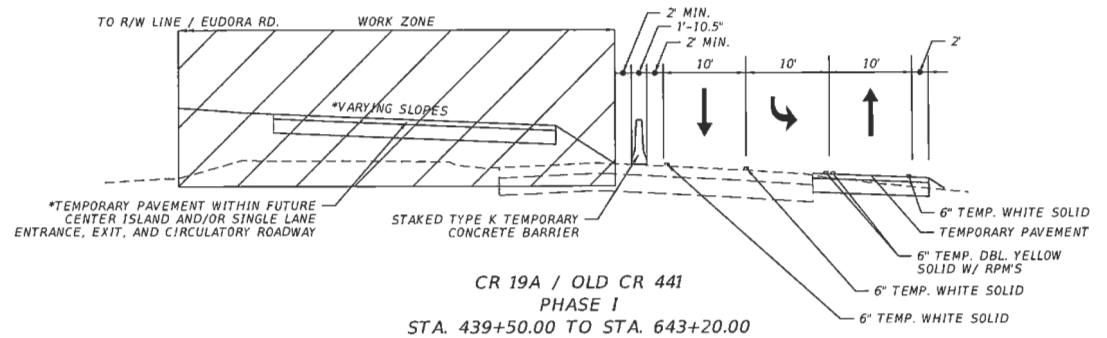
SHEET
NO.

TTC-1

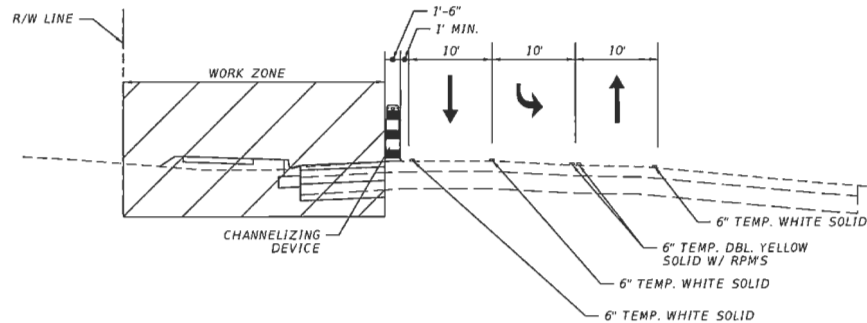
REVISIONS	DATE	1511 East S.R. 434, Suite 3001 Winter Springs, Florida 32708 Ph.: 407.957.1660 / Fax: 407.957.8744 FL Certificate of Authorization No. 6876 INFRASTRUCTURE ENGINEERS, INC.	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINCLAIR AVE. TAVARES, FLORIDA 32778	OSCAR M. CASTANEDA Professional Engineer No. 82317 12-15-18 12/20/18	2/15/2018	11:37:04 AM	Z:\divedra\400\18119\LD00\43746\13802-Roadway\TTC\TTCGRD01.DGN
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CR 19A / OLD CR 441
PHASE I
STA. 37+57.95 TO STA. 439+50.00



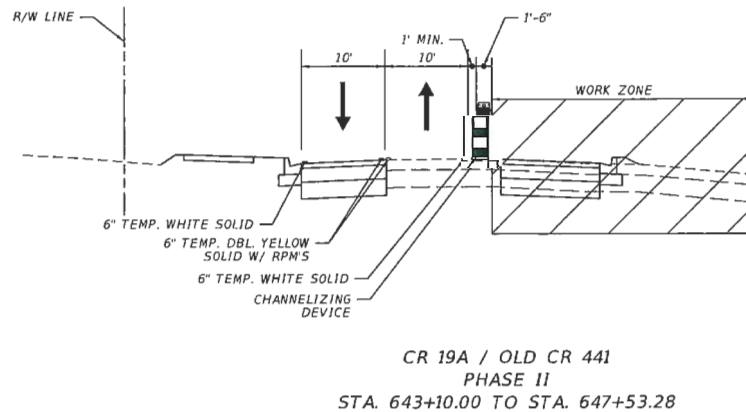
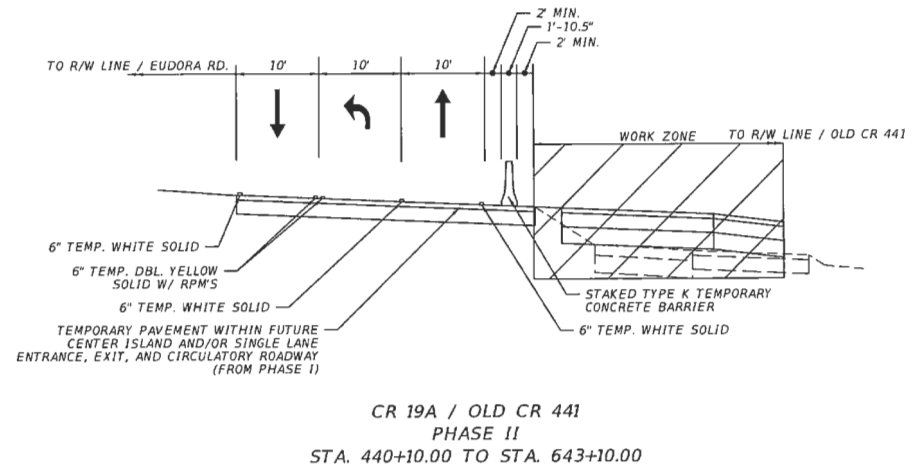
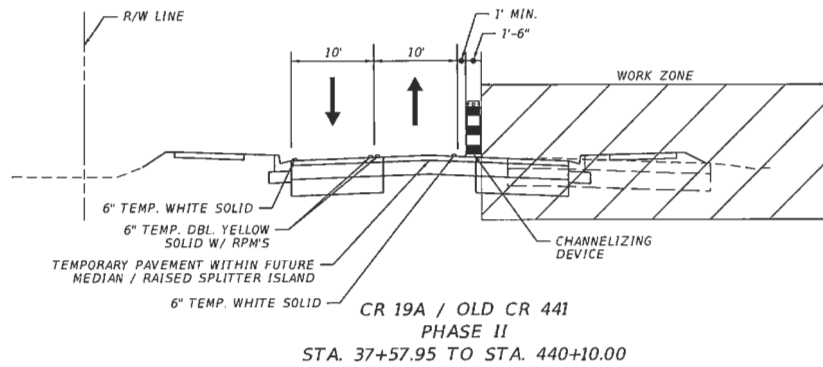
CR 19A / OLD CR 441
PHASE I
STA. 439+50.00 TO STA. 643+20.00



CR 19A / OLD CR 441
PHASE I
STA. 643+20.00 TO STA. 647+53.28

*TEMPORARY PAVEMENT SLOPES VARY - THE INTERIOR ISLAND OF THE ROUNDABOUT CANNOT BE CONSTRUCTED UNTIL THE FINAL PHASE, SO THE RESULTING TEMPORARY PAVEMENT WITHIN THE ISLANDS SHOULD MATCH THE INSIDE EDGE OF PAVEMENT ELEVATIONS AND THEN BE GRADED TO DRAIN.

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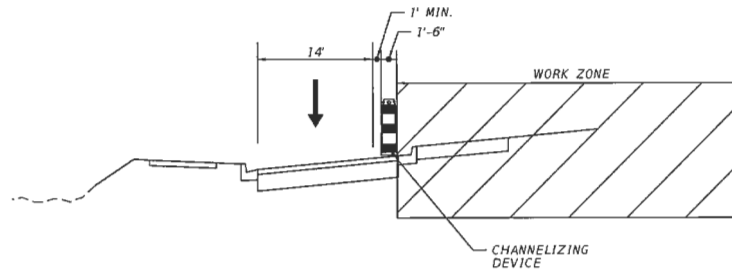


TYPICAL SECTIONS, PHASE II

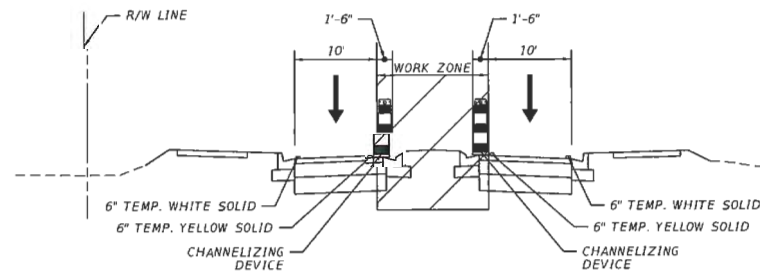
TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO.
TTC-3

REVISIONS	DATE	 1511 East S.R. 434, Suite 1001 Winter Springs, Florida 32708 Ph.: 407.957.1560 / Fax: 407.957.8744 FL Certificate of Authorization No. 6876 INFRASTRUCTURE ENGINEERS, INC.	 LAKE COUNTY FLORIDA	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N. SINCLAIR AVE. TAVARES, FLORIDA 32778		2/15/2018 11:37:12 AM Z:\Ovidov\400\16119\100.00\43746\13802-Roadway\TTC\TTCYRD01.DGN
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ROUNDBOUT
PHASE III-A



CR 19A / OLD CR 441
PHASE III-B
STA. 37+57.95 TO ROUNDBOUT &
ROUNDBOUT TO STA. 647+53.28

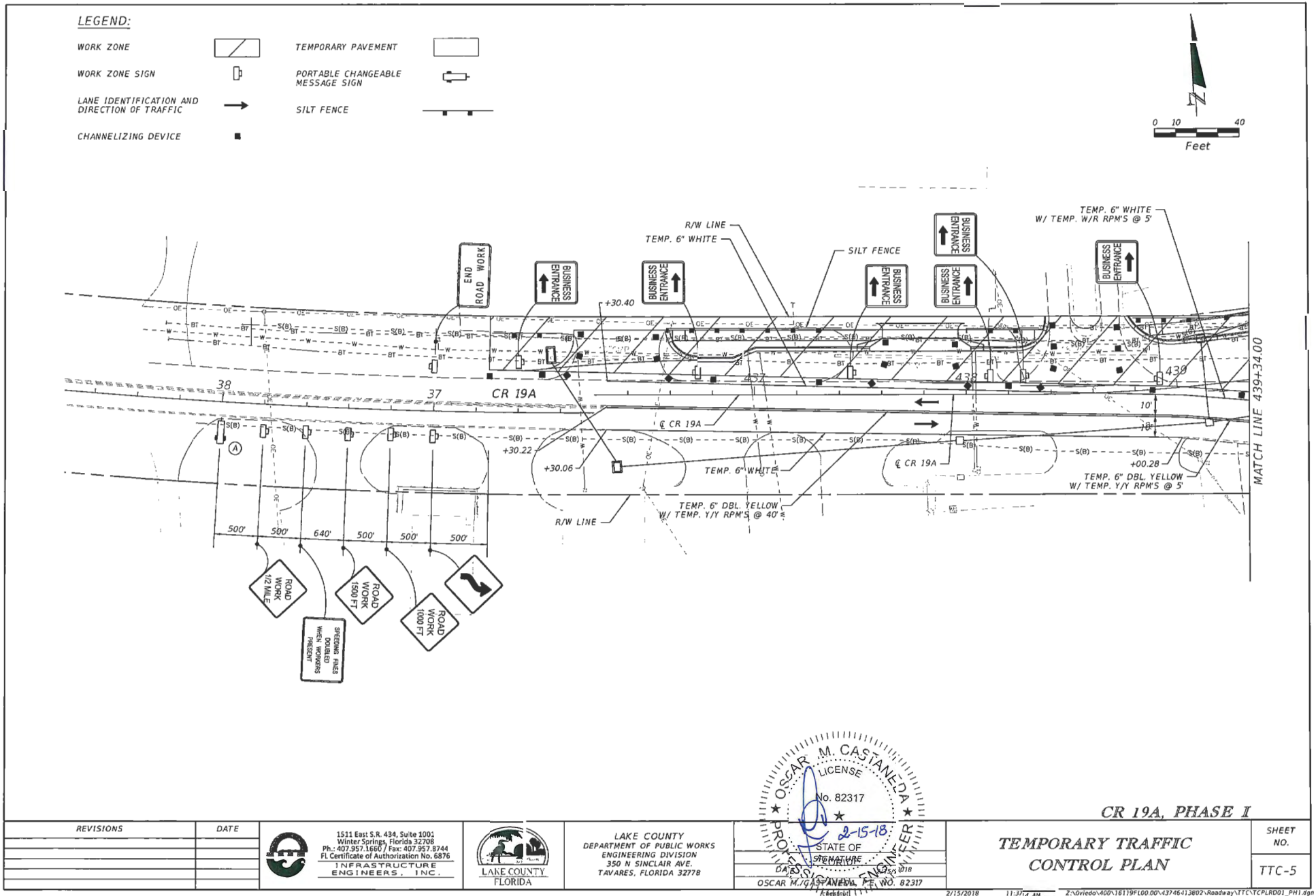


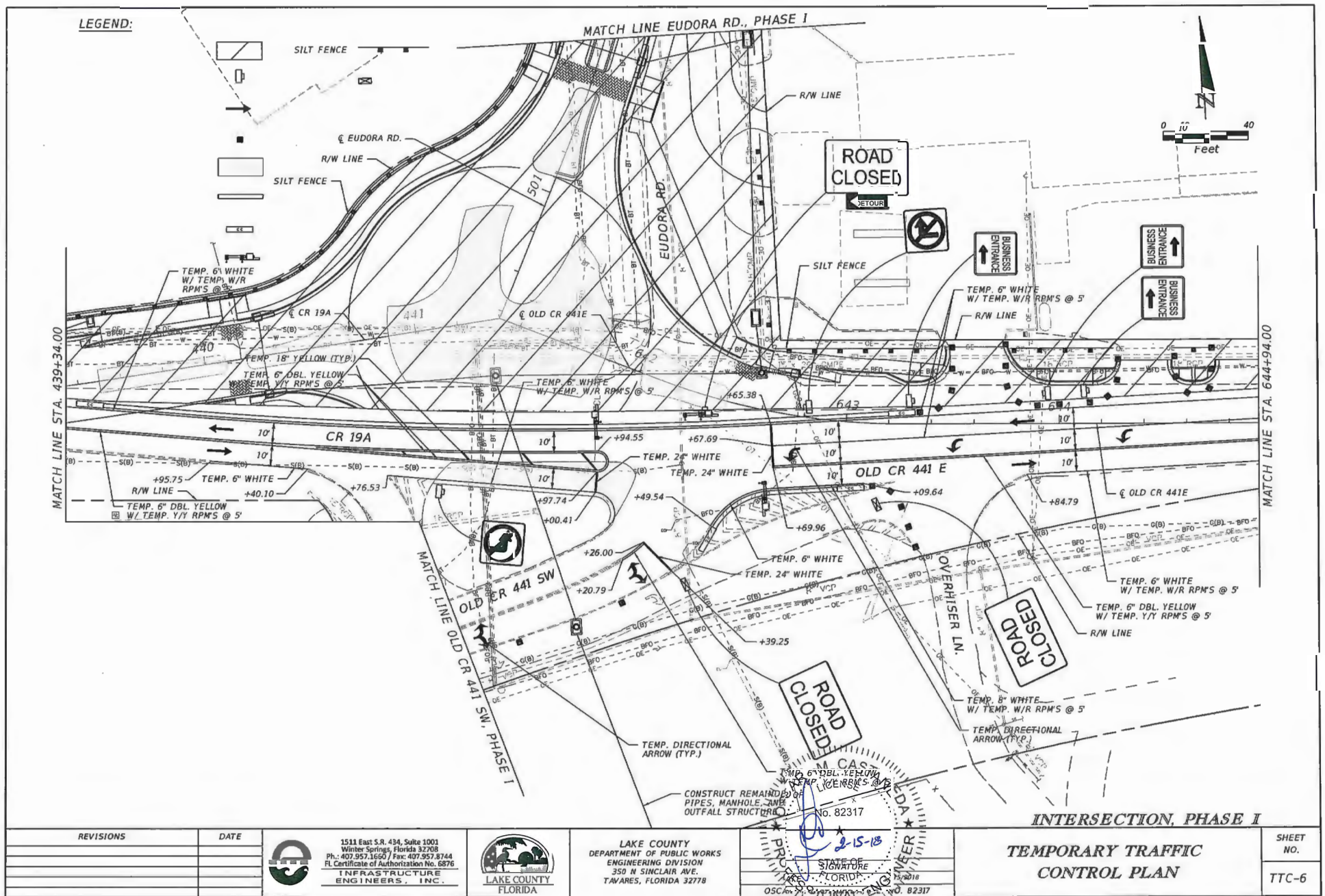
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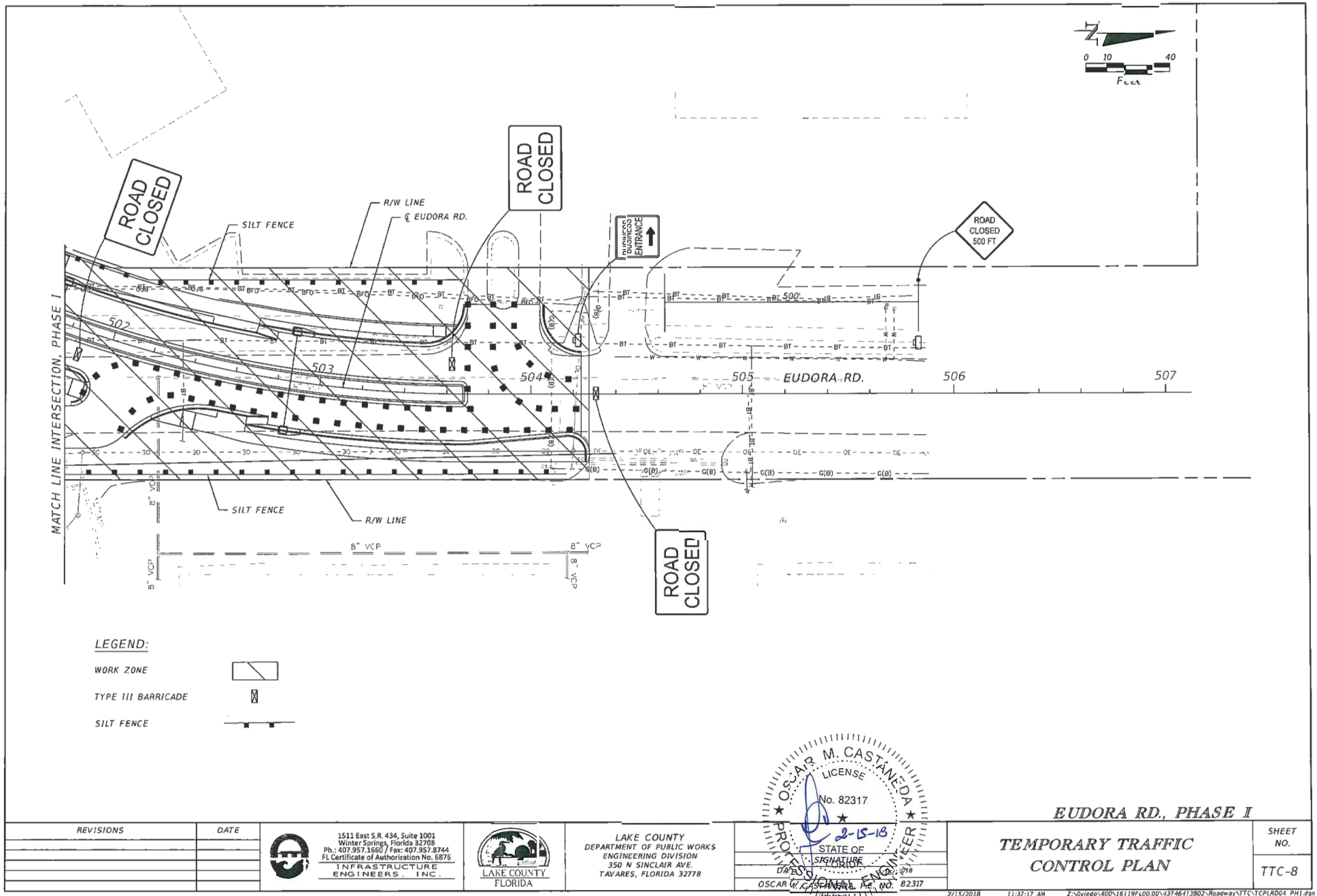
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CONTROL PLAN

SHEET
NO.
TTC-4

REVISIONS	DATE	1511 East S.R. 434, Suite 1001 Winter Springs, Florida 32708 Ph.: 407.957.1860 / Fax: 407.957.8744 FL Certificate of Authorization No. 6876 INFRASTRUCTURE ENGINEERS, INC.	LAKE COUNTY FLORIDA	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINCLAIR AVE. TAVARES, FLORIDA 32778	OSCAR M. CASTANEDA LICENSE No. 82317 2-15-18 STATE OF FLORIDA DAVID OSCAR M. CASTANEDA FL NO. 82317	2/15/2018 11:37:12 AM Z:\david\400\18119\LD00\00\43746413802-Roadway\TTC\TCTYRD01.DGN
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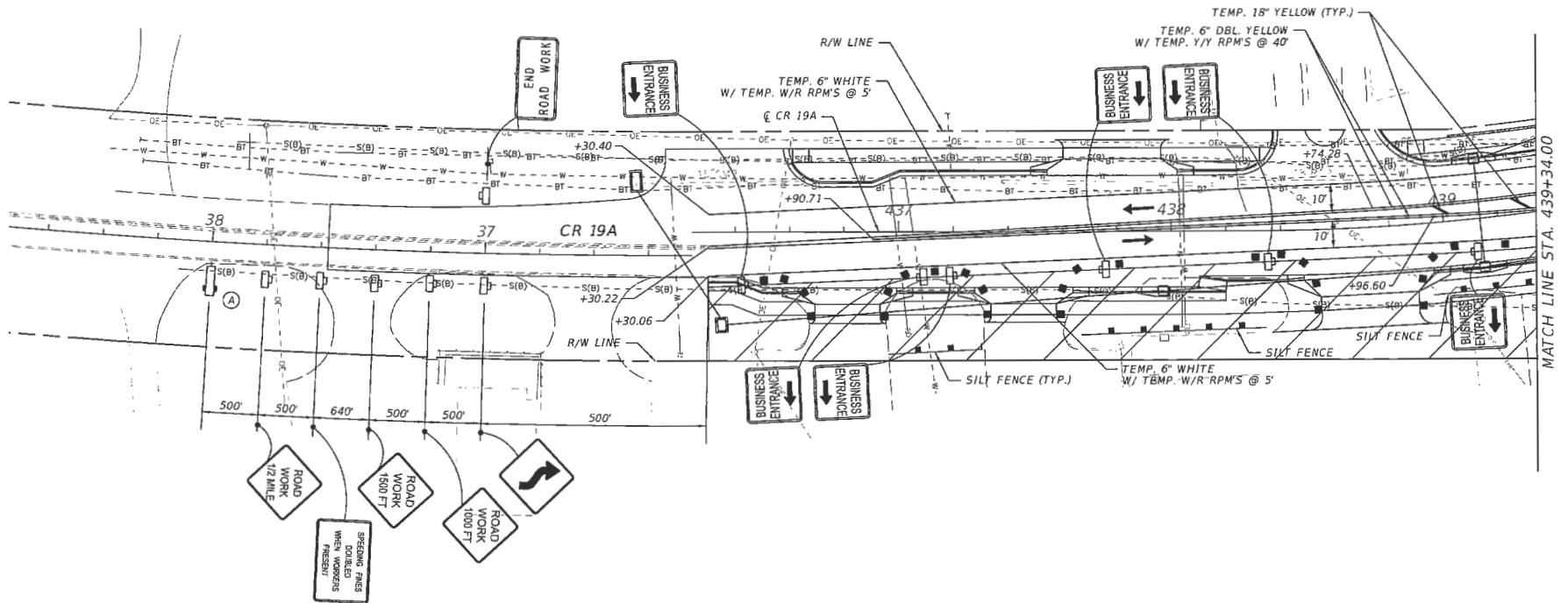
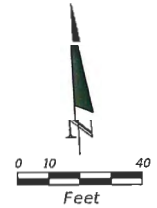




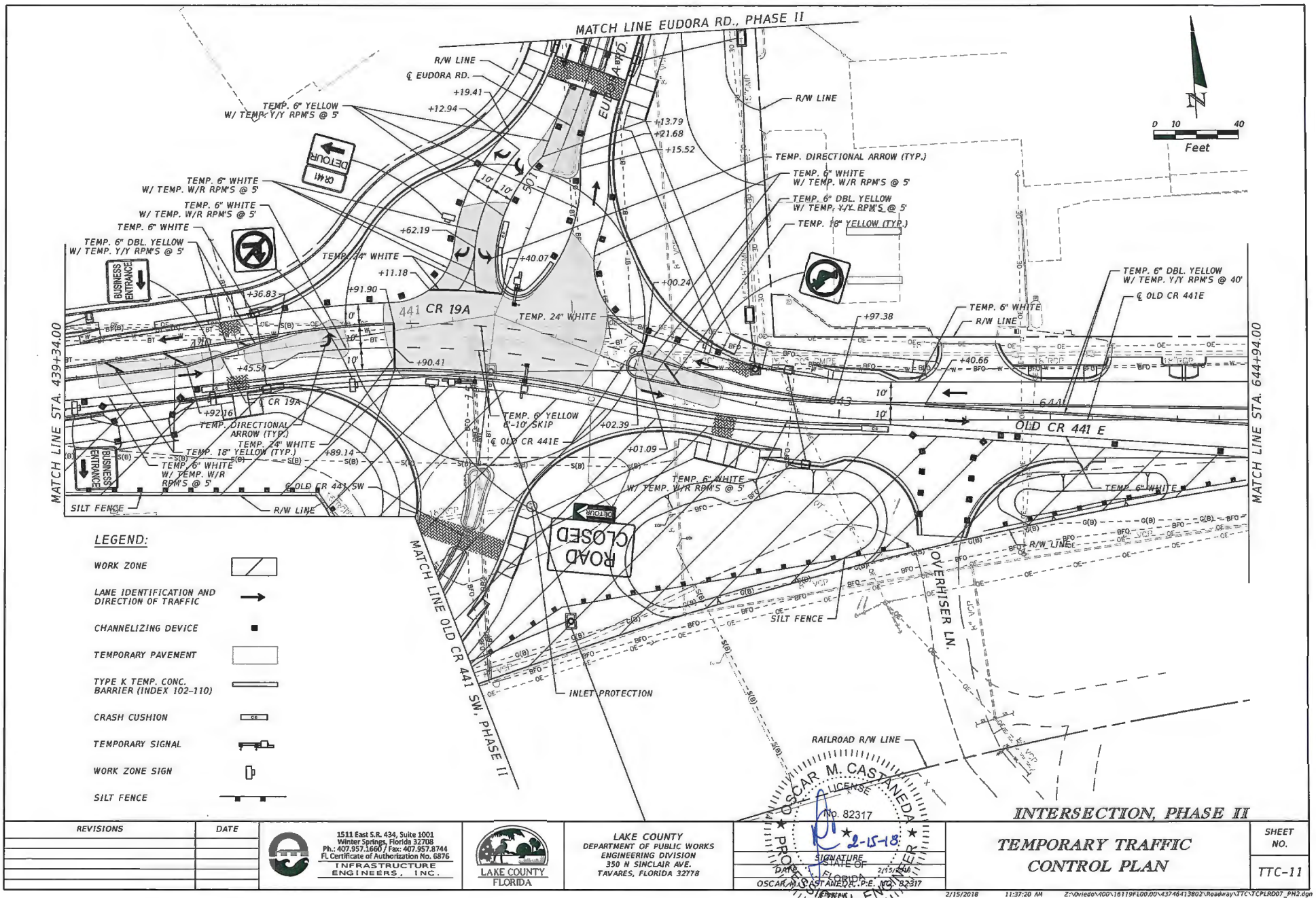


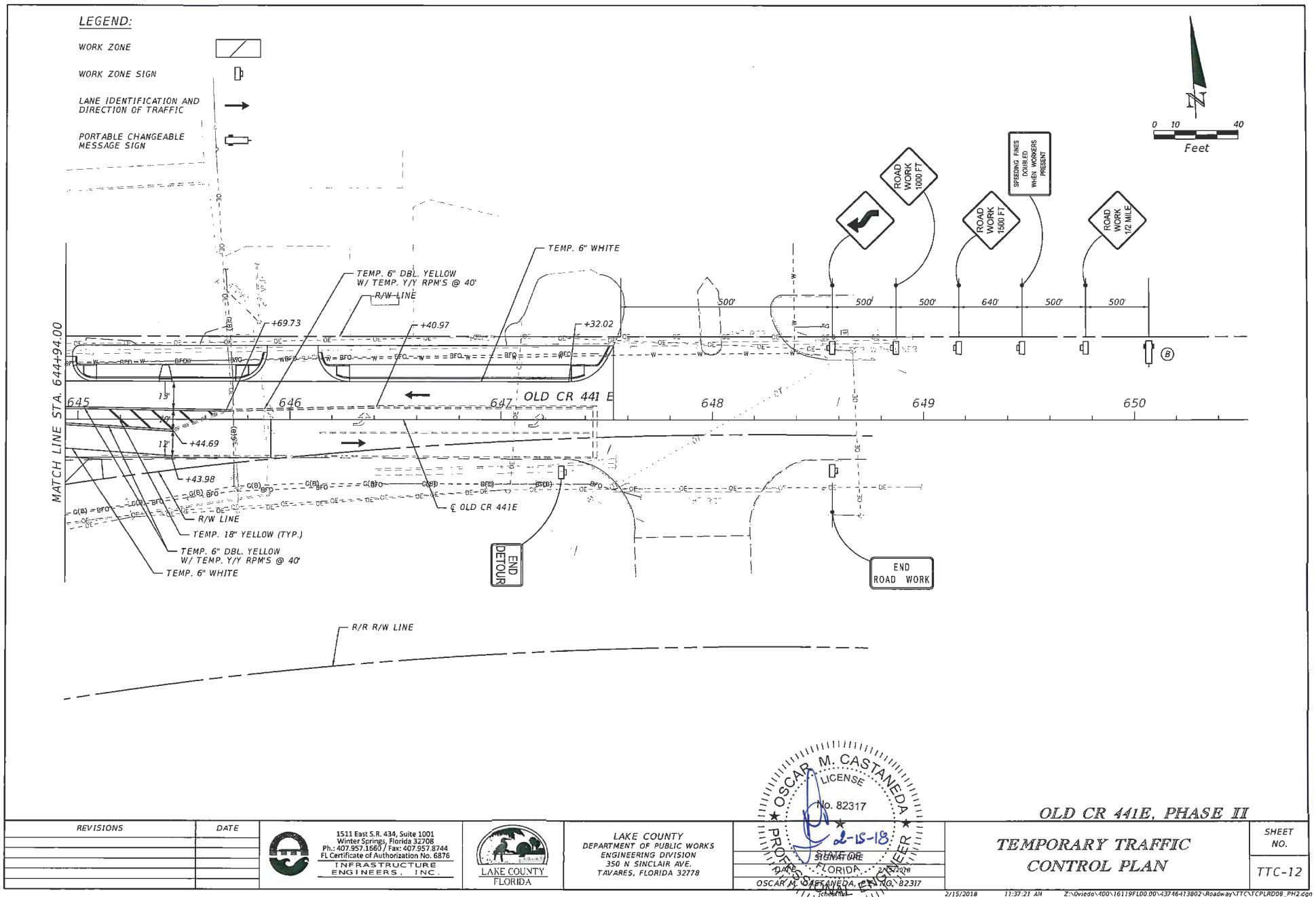
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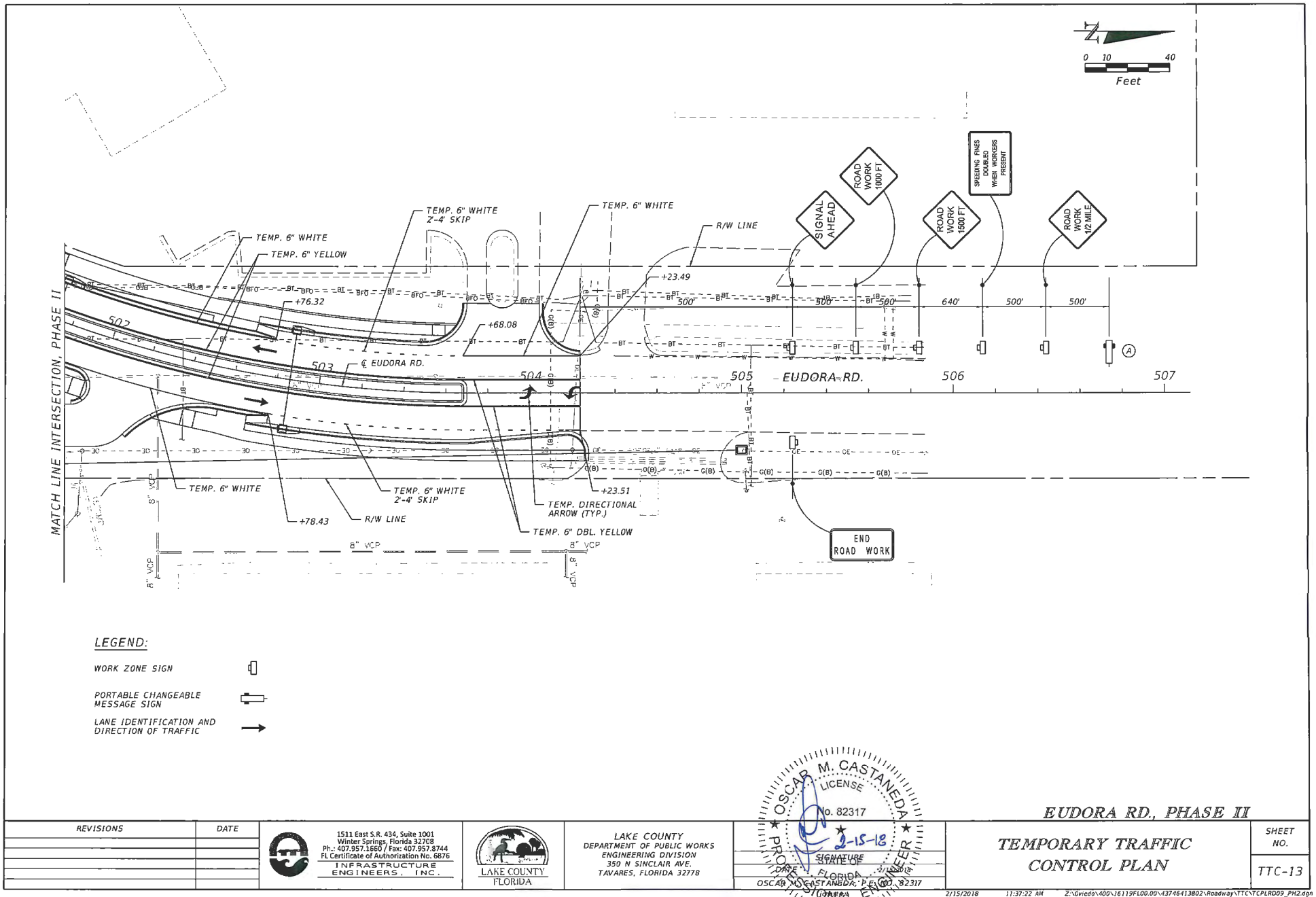
WORK ZONE		TEMPORARY PAVEMENT	
WORK ZONE SIGN		PORTABLE CHANGEABLE MESSAGE SIGN	
LANE IDENTIFICATION AND DIRECTION OF TRAFFIC		SILT FENCE	
CHANNELIZING DEVICE			

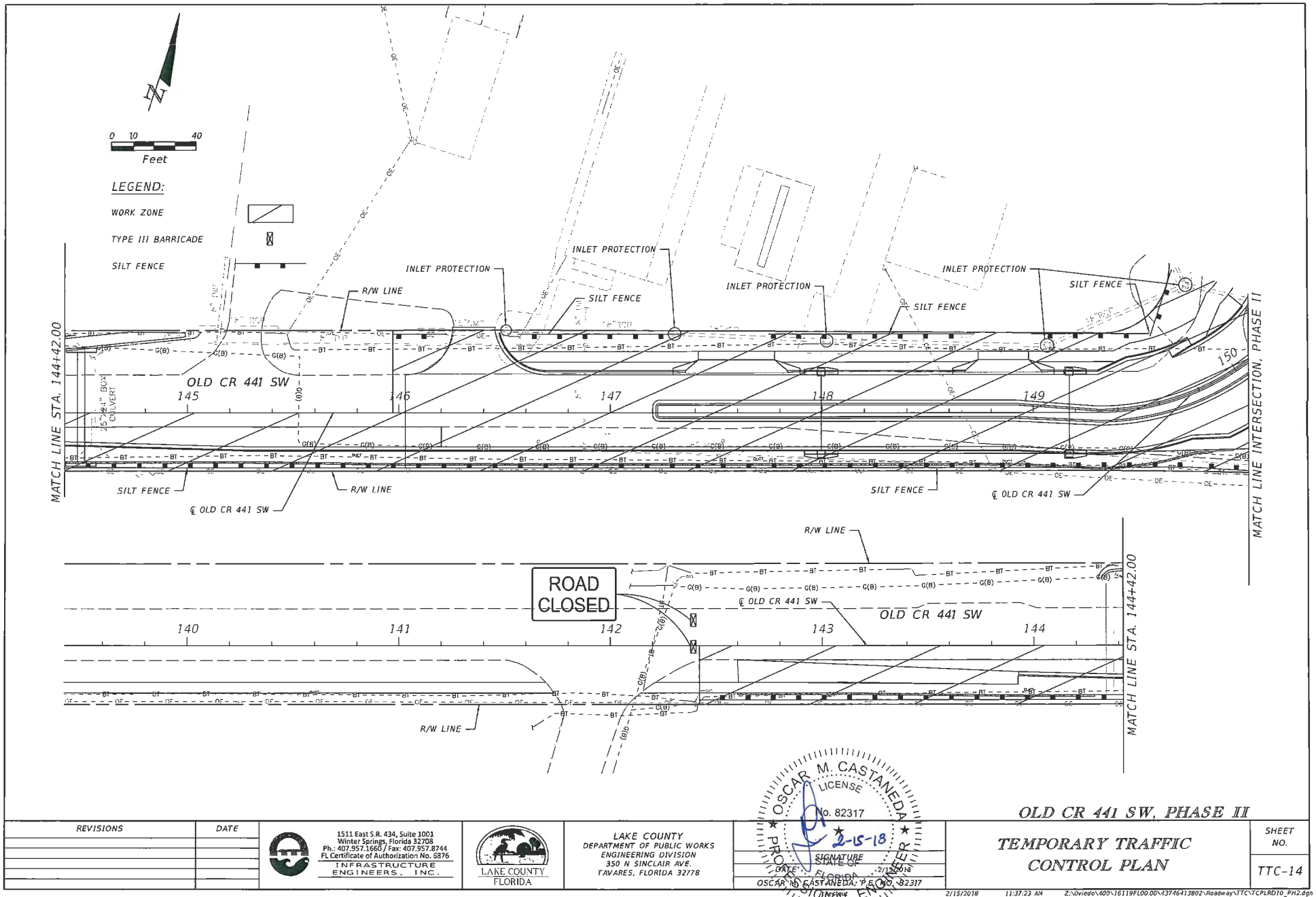


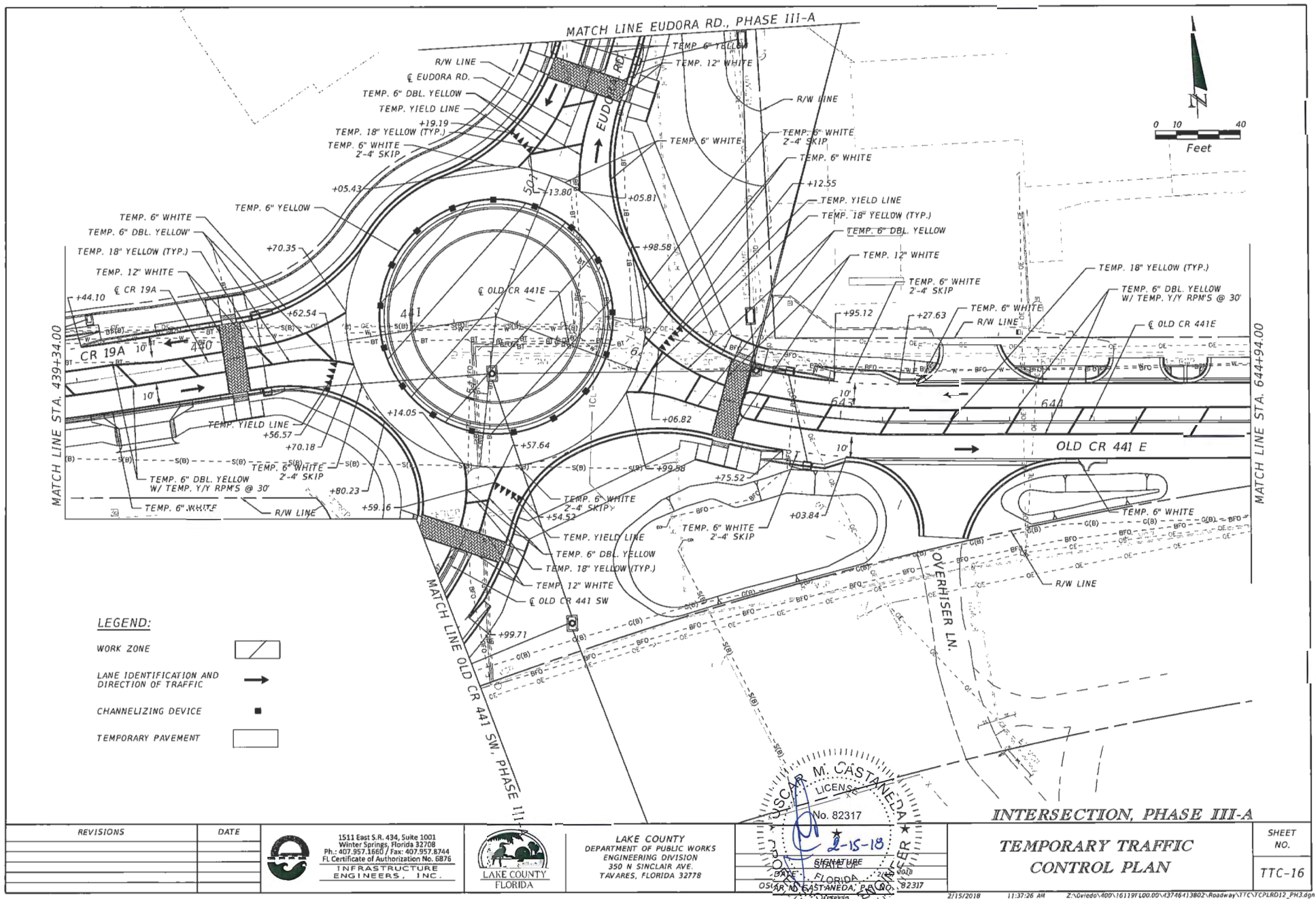
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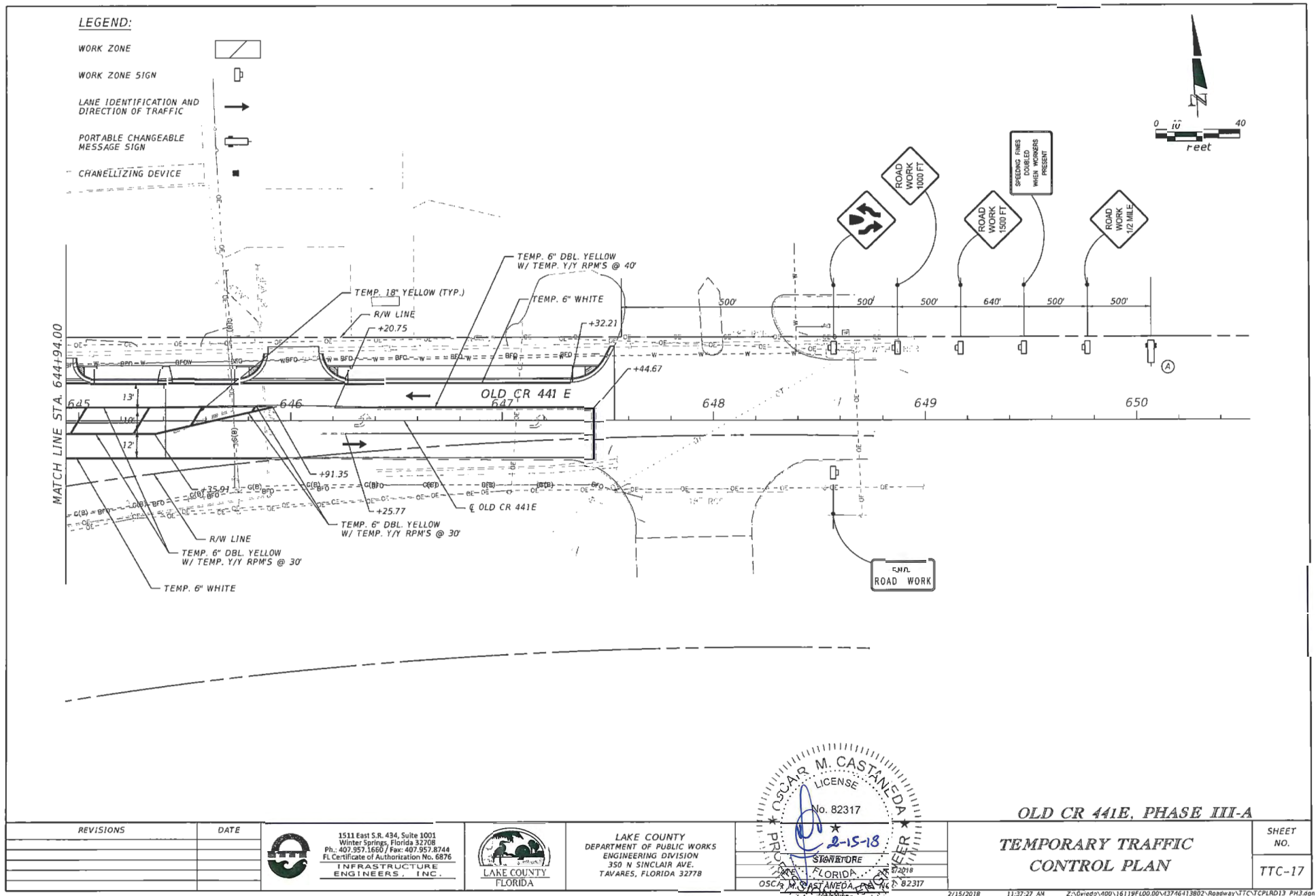


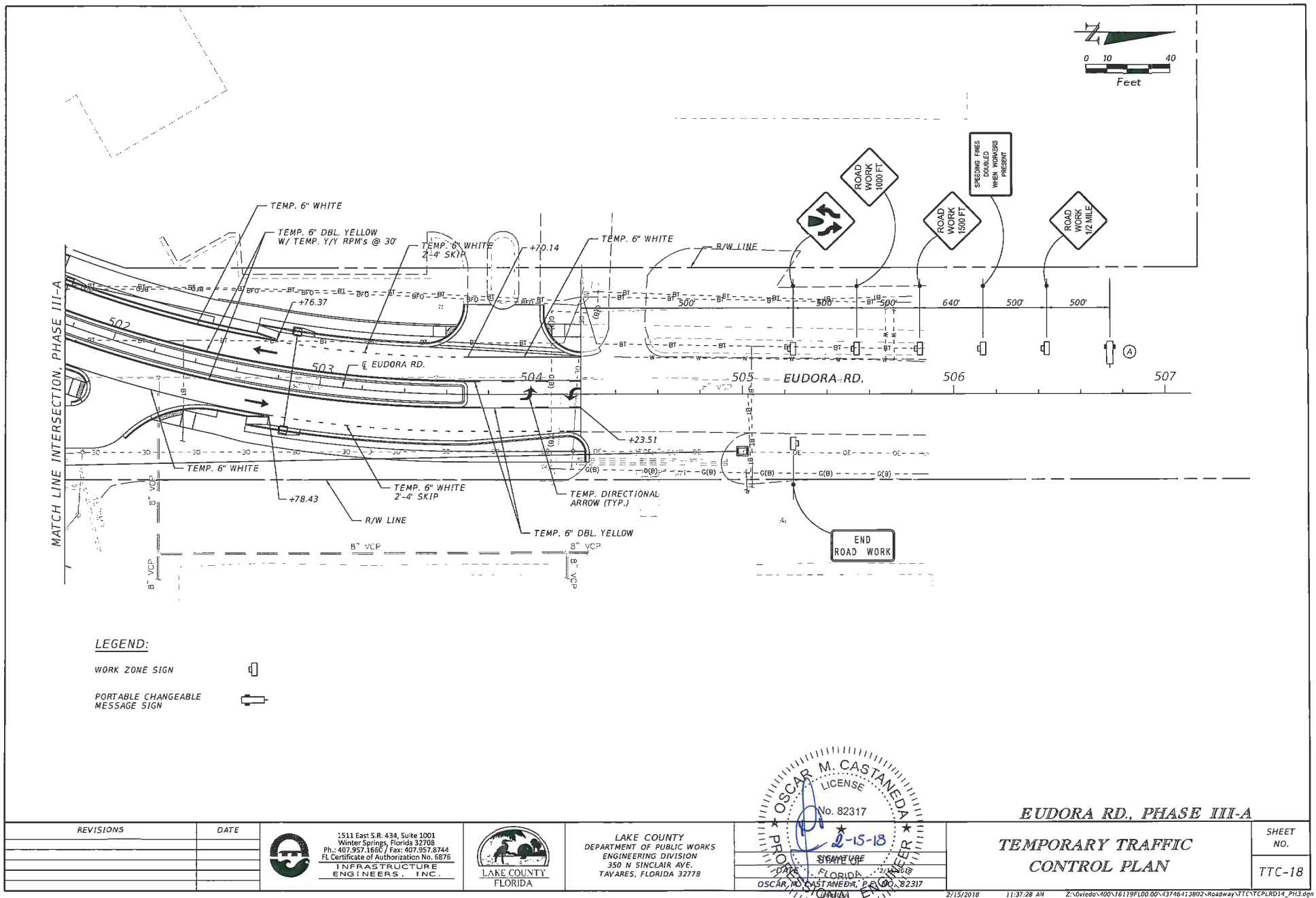


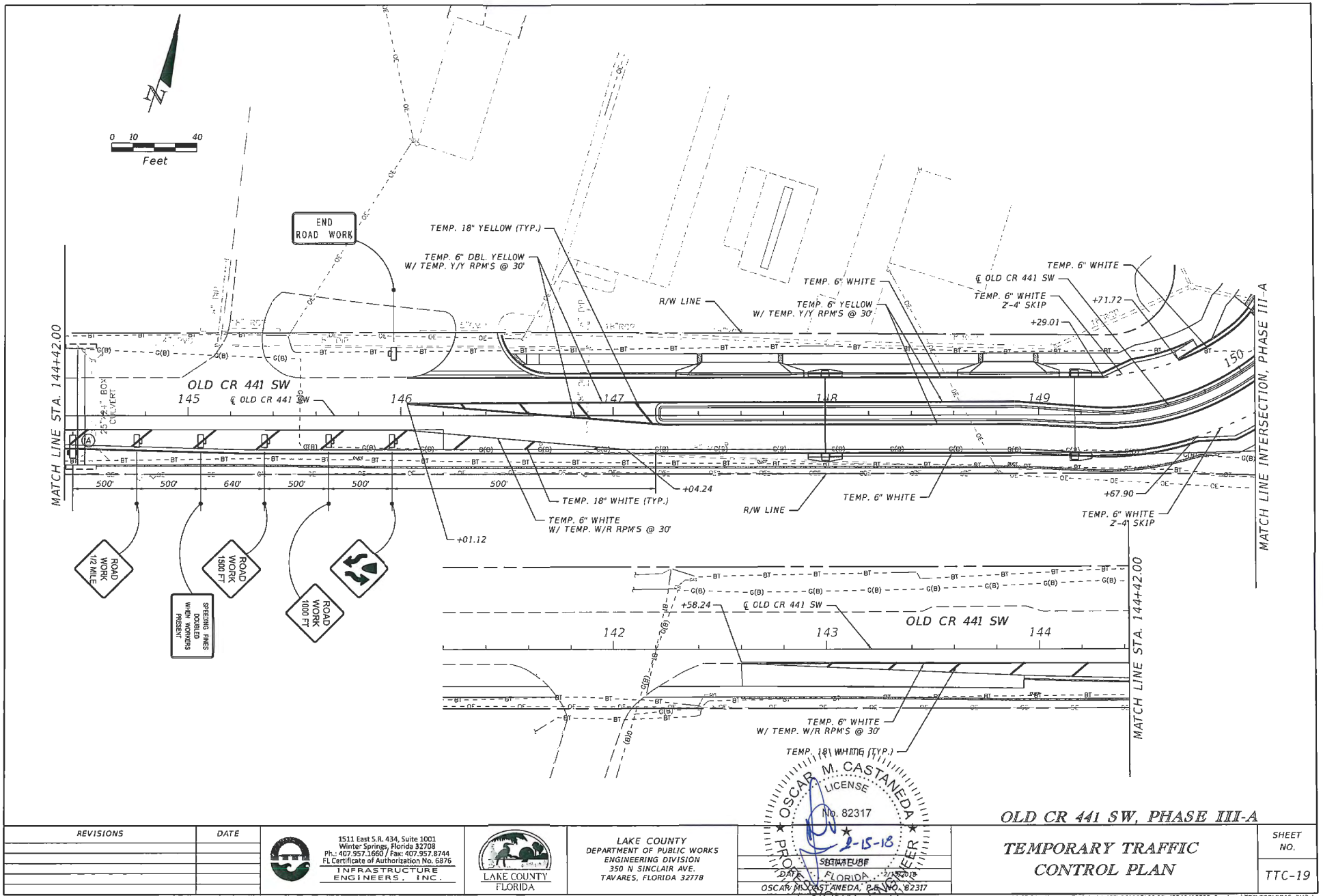






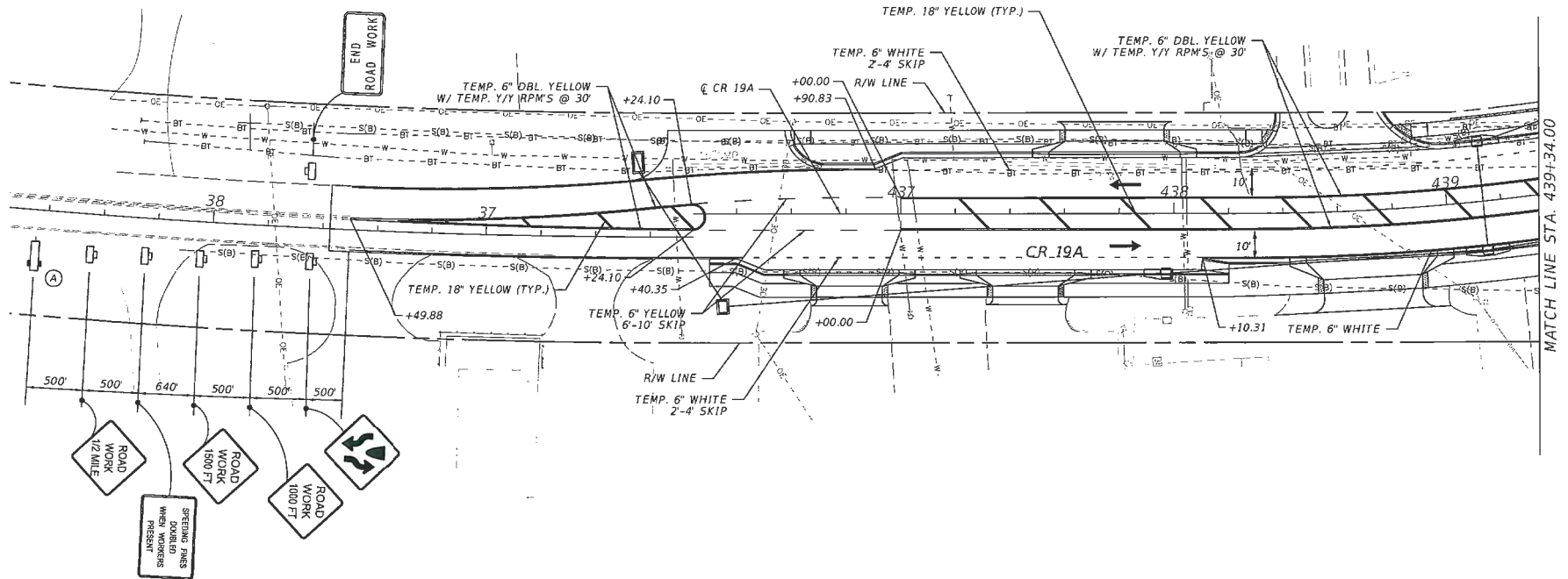
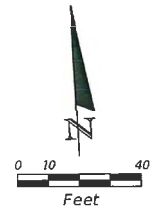




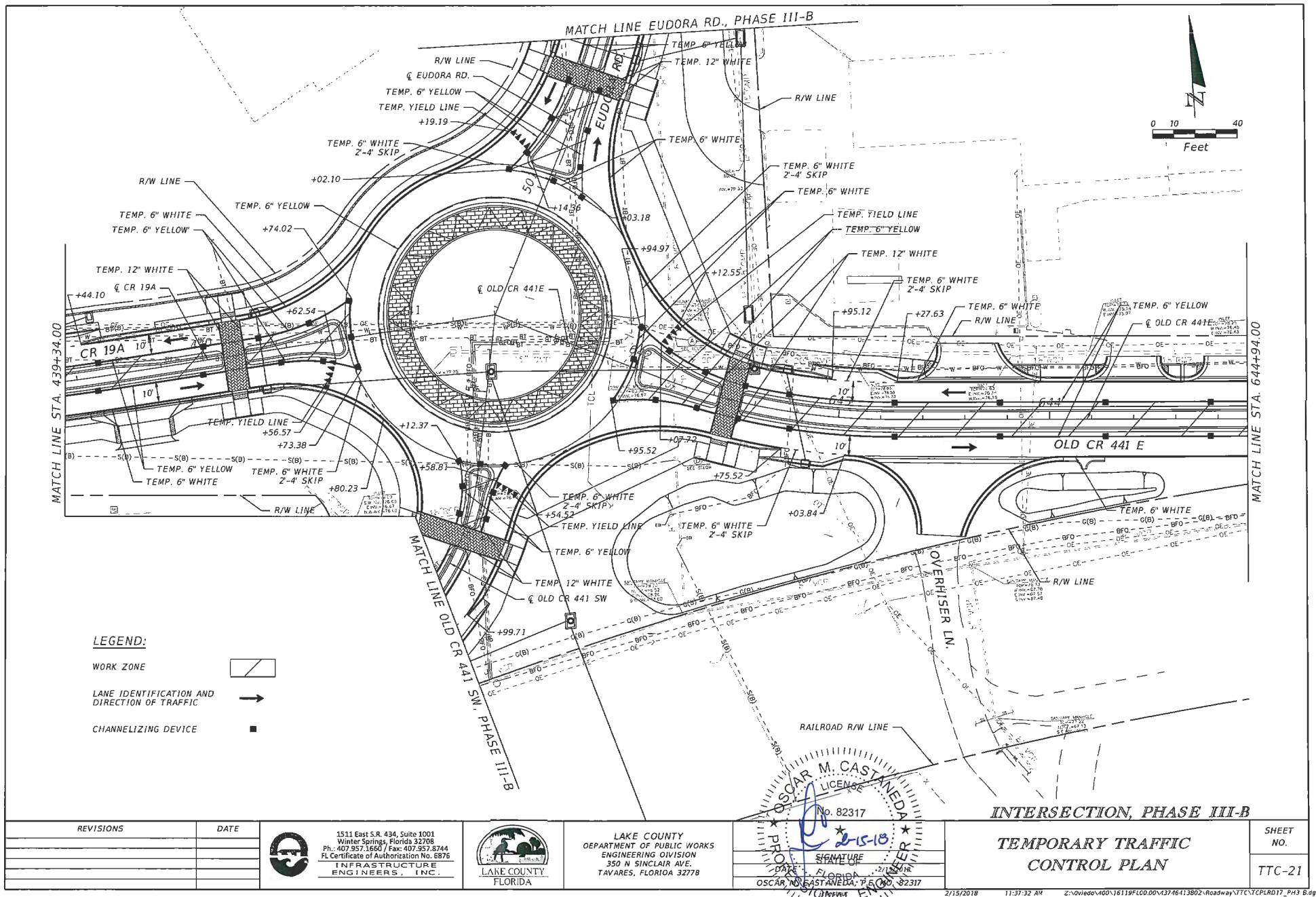


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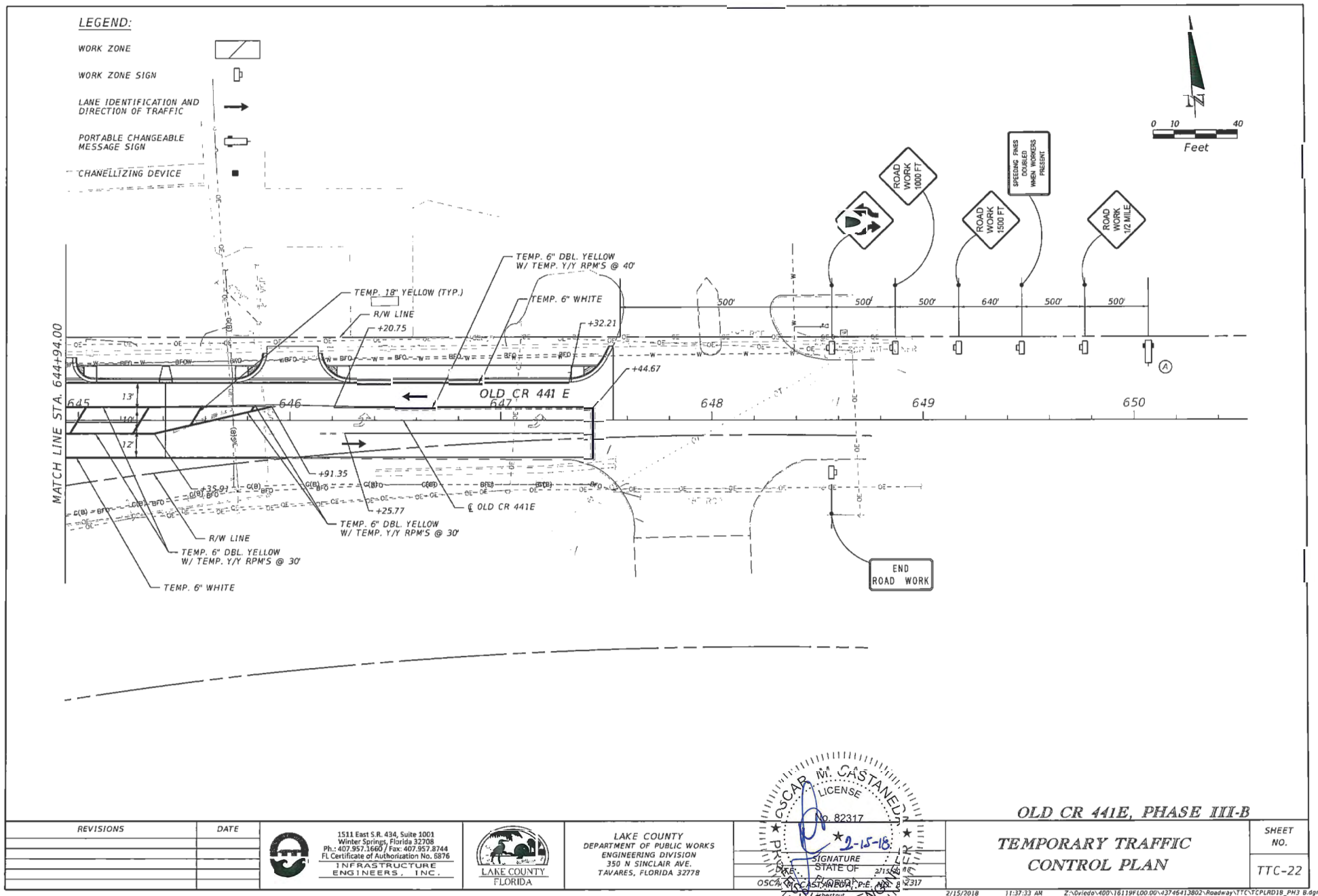
- WORK ZONE 
- WORK ZONE SIGN 
- LANE IDENTIFICATION AND DIRECTION OF TRAFFIC 
- CHANNELIZING DEVICE 
- PORTABLE CHANGEABLE MESSAGE SIGN 

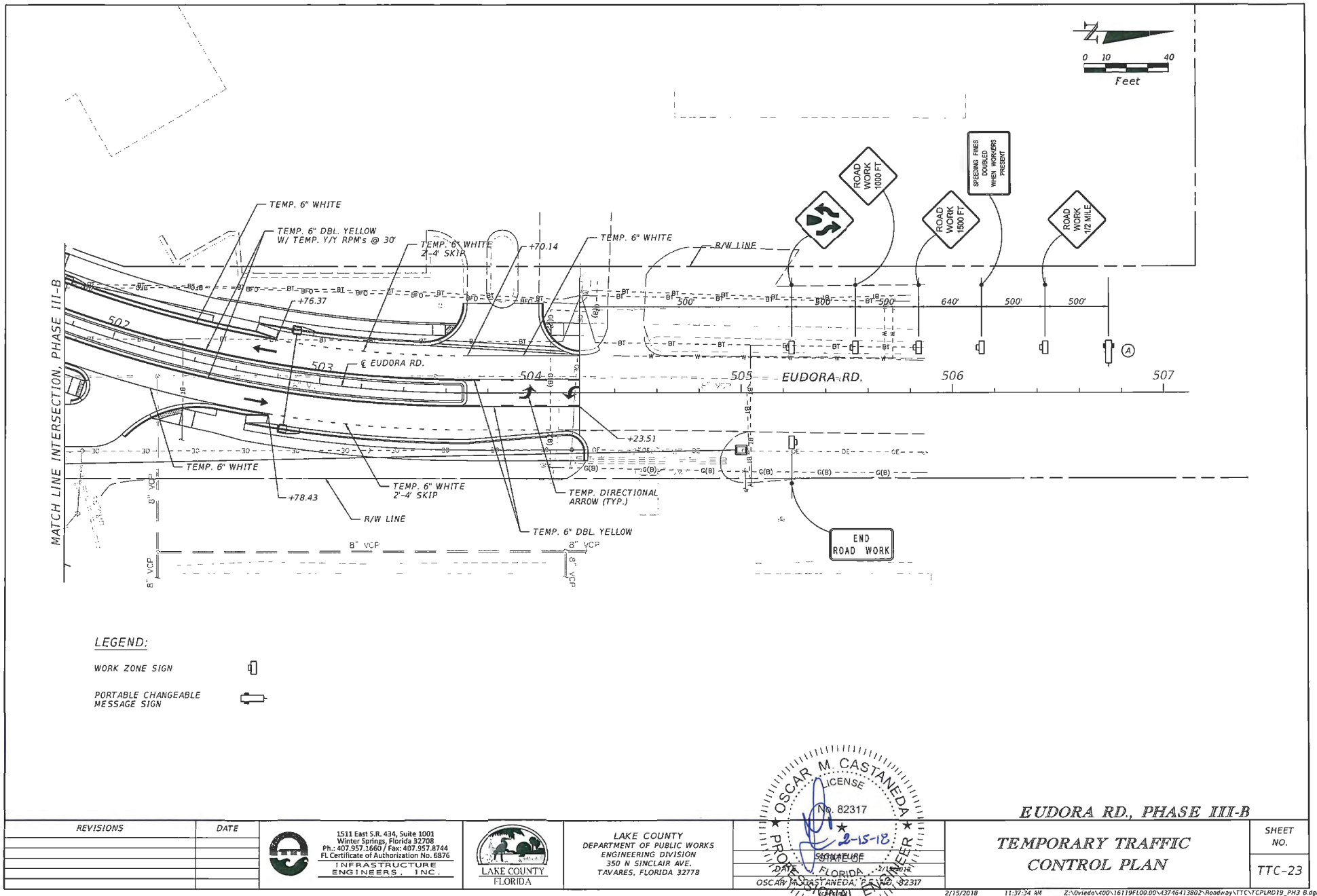


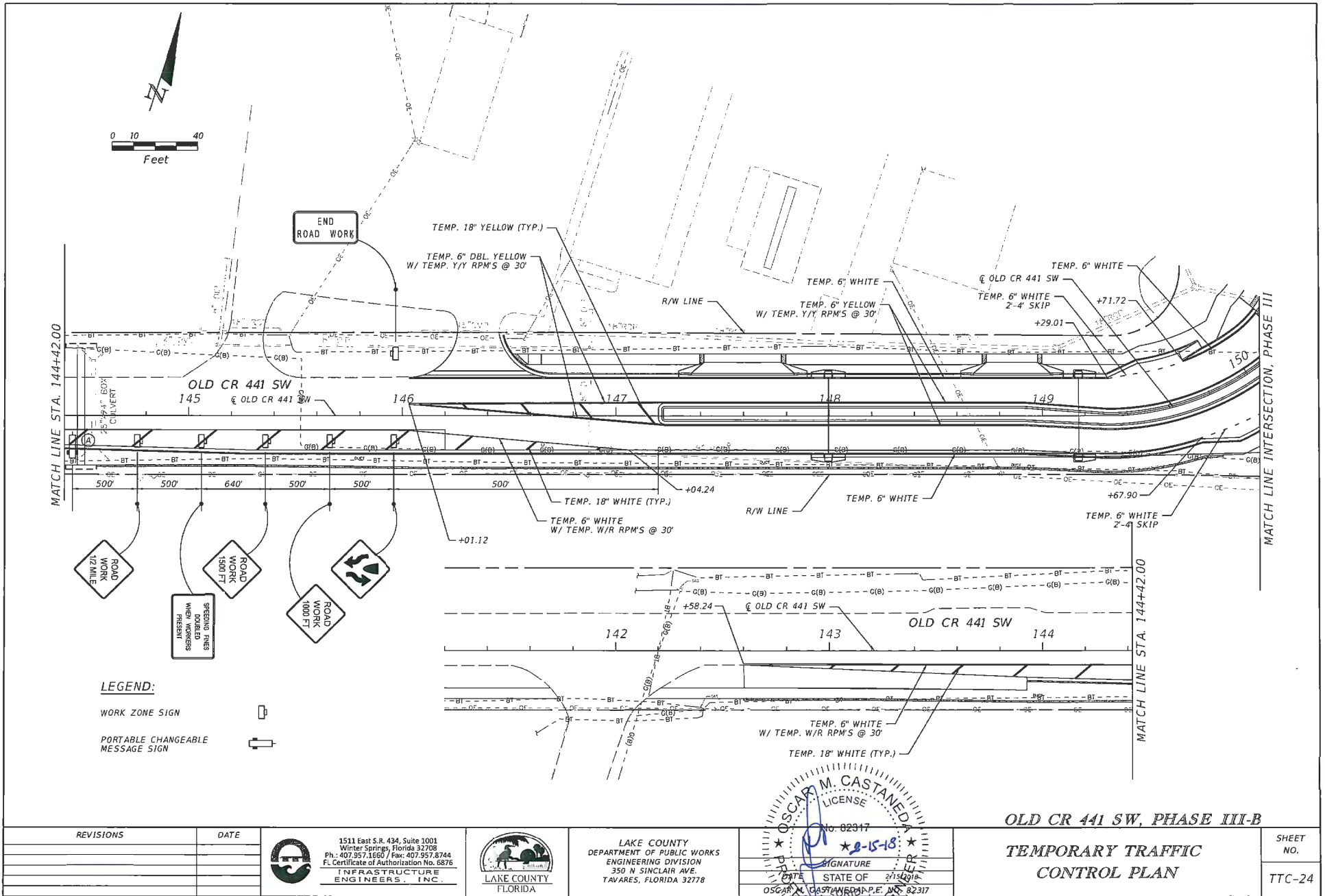
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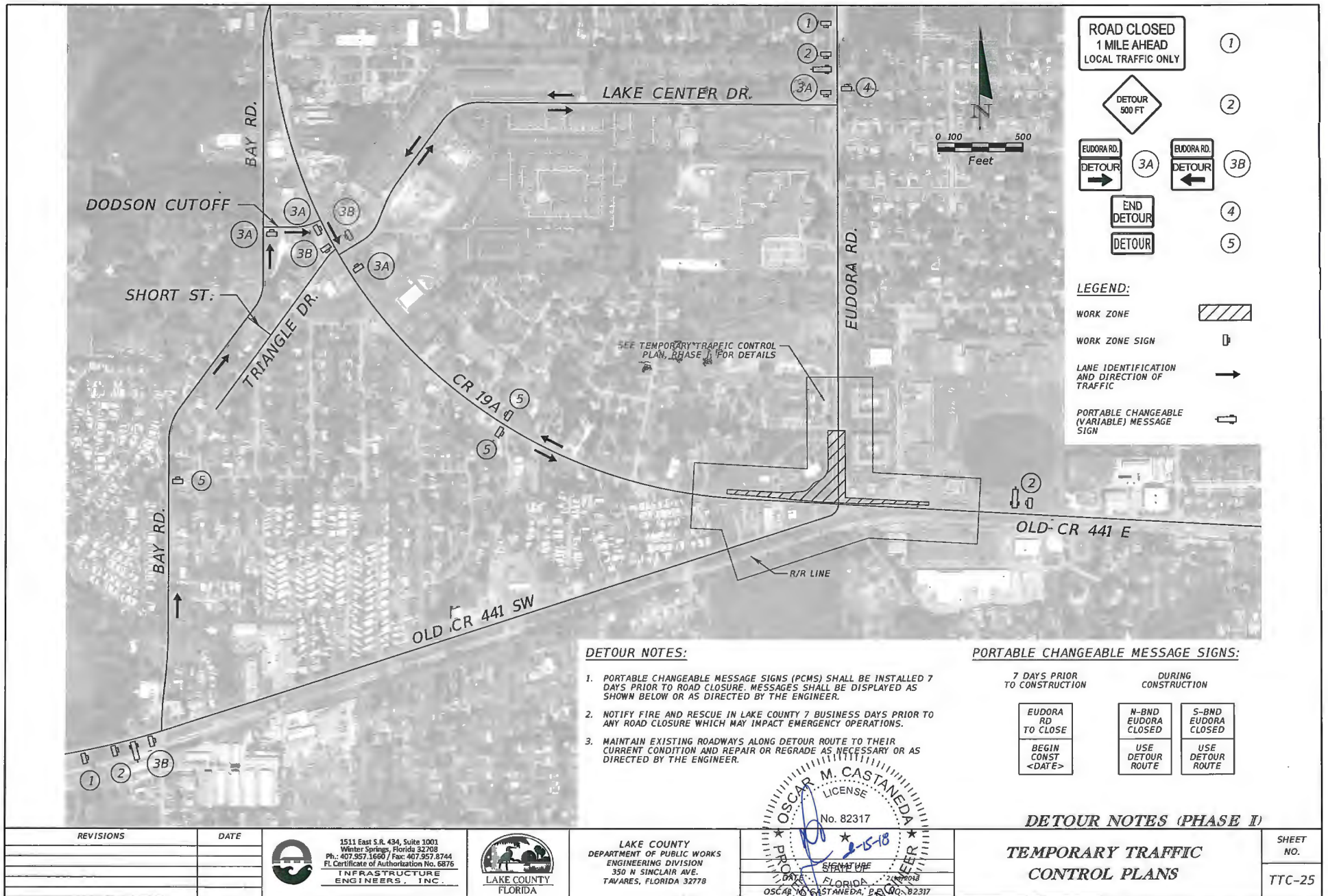


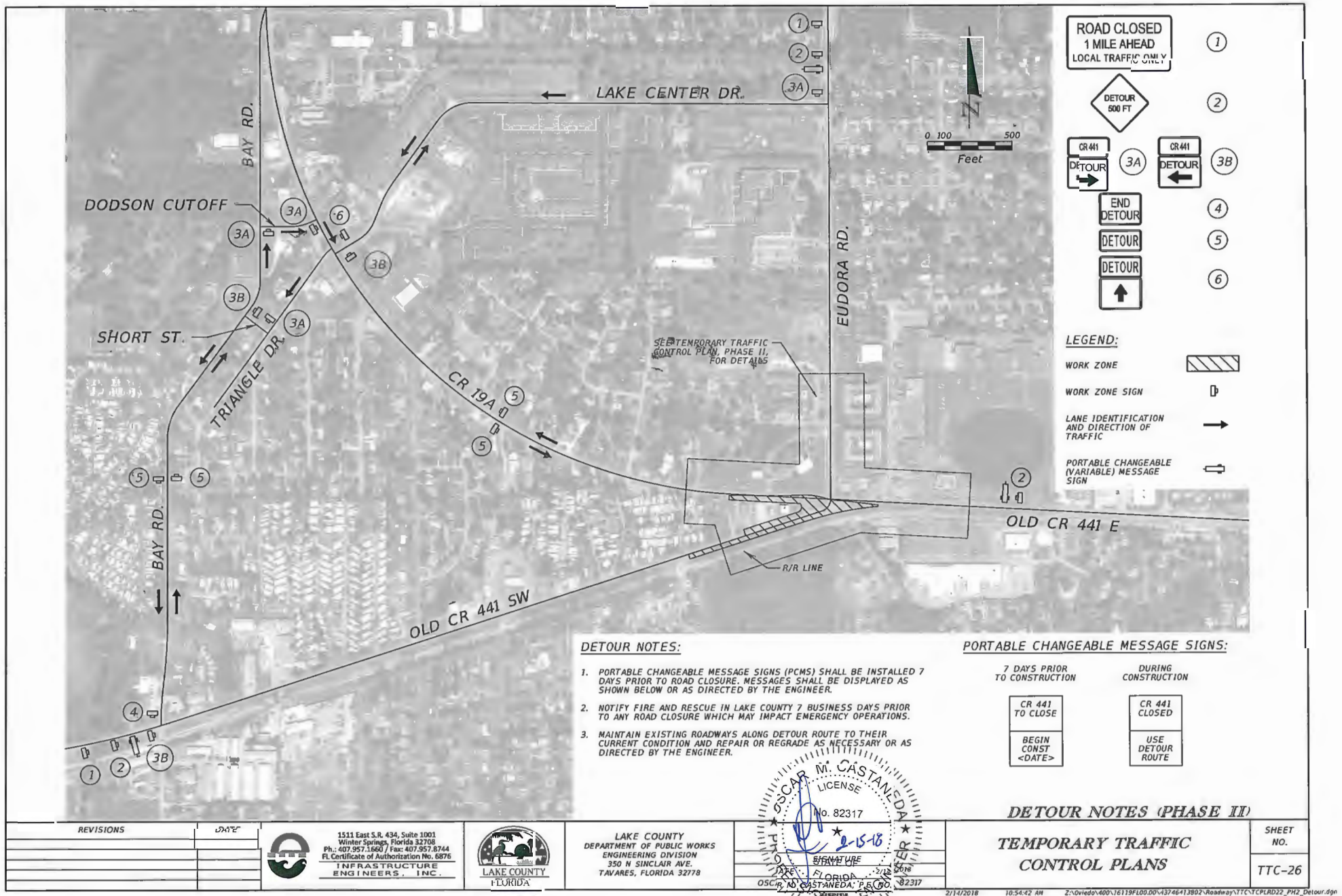
REVISIONS	DATE	 1511 East S.R. 434, Suite 1001 Winter Springs, Florida 32708 Ph: 407.557.1656 / Fax: 407.557.8744 FL Certificate of Authorization No. 6876 INFRASTRUCTURE ENGINEERS, INC.	 LAKE COUNTY FLORIDA	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINCLAIR AVE. TAVARES, FLORIDA 32778	 OSCAR M. CASTANEDA LICENSE No. 82317 STATE OF FLORIDA DATE 2-15-18 SIGNATURE OF OSCAR M. CASTANEDA, P.E., No. 82317	INTERSECTION, PHASE III-B TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. TTC-21
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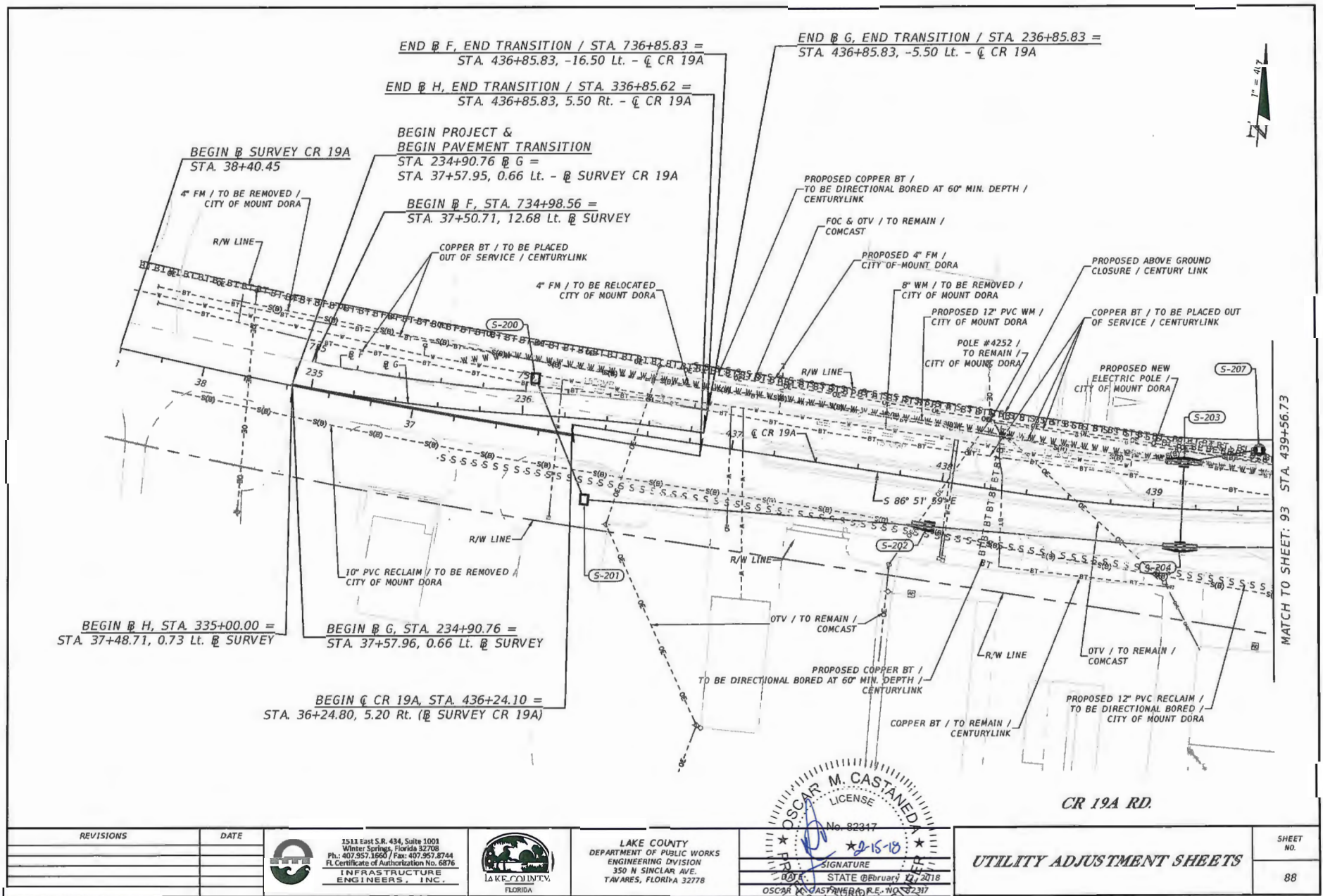


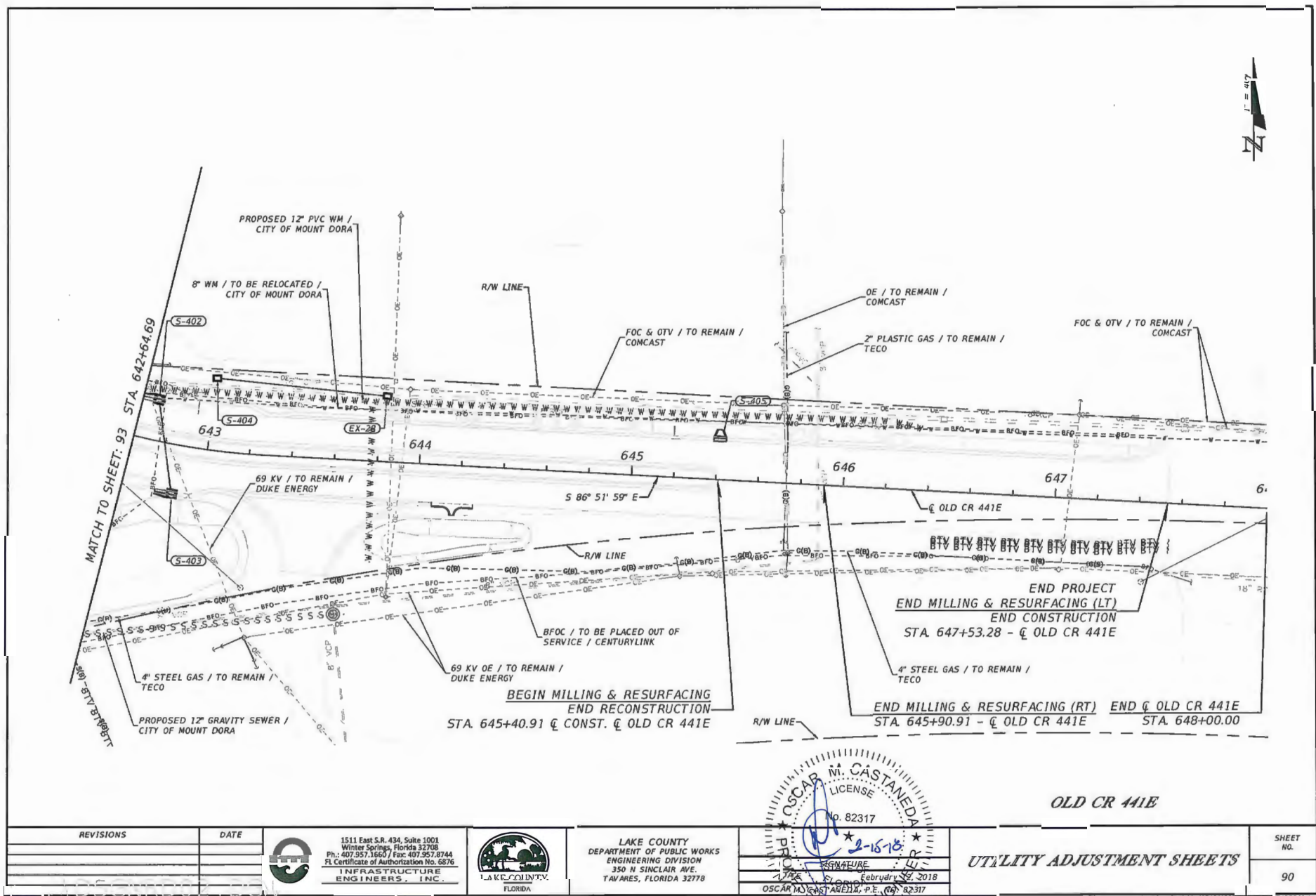


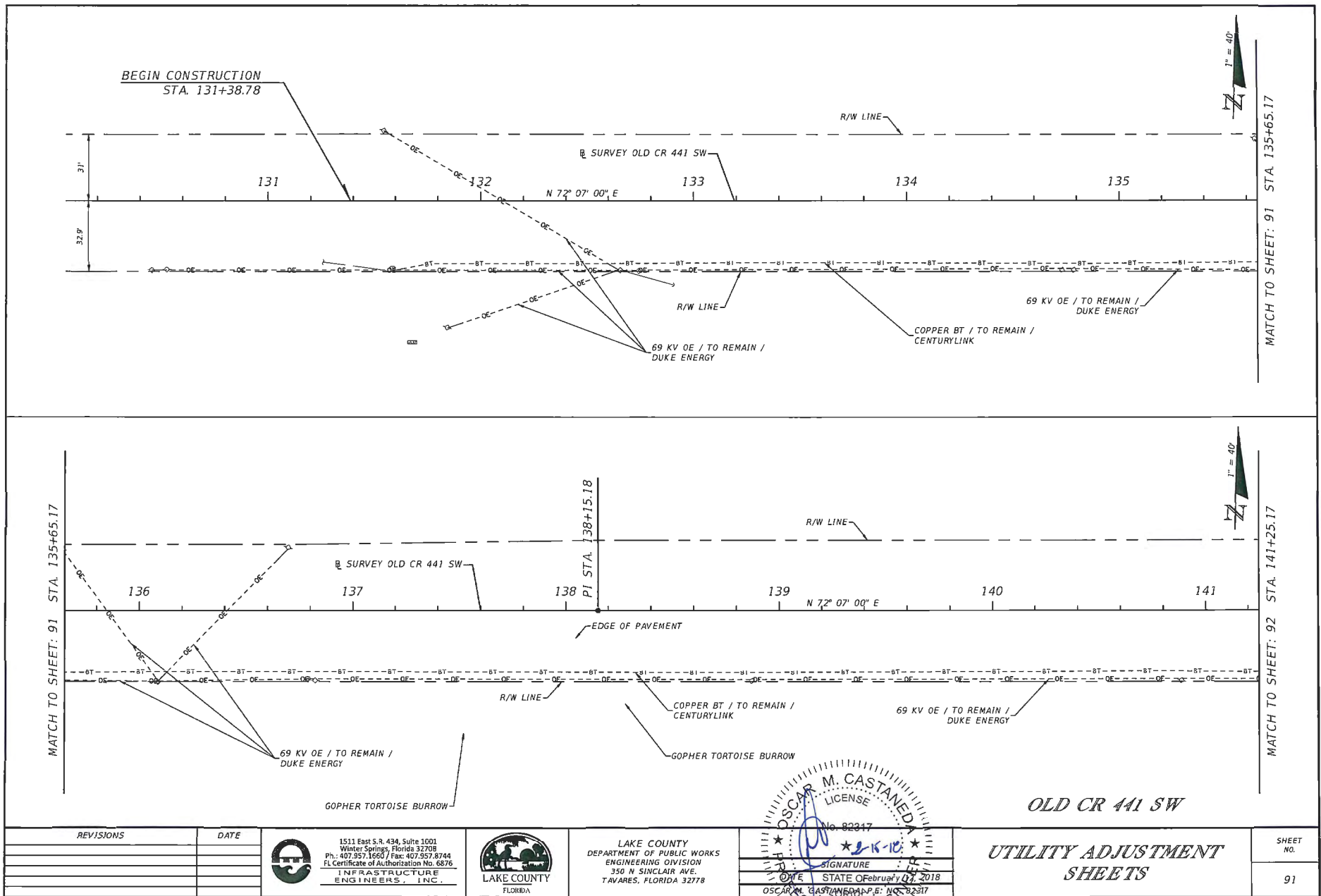


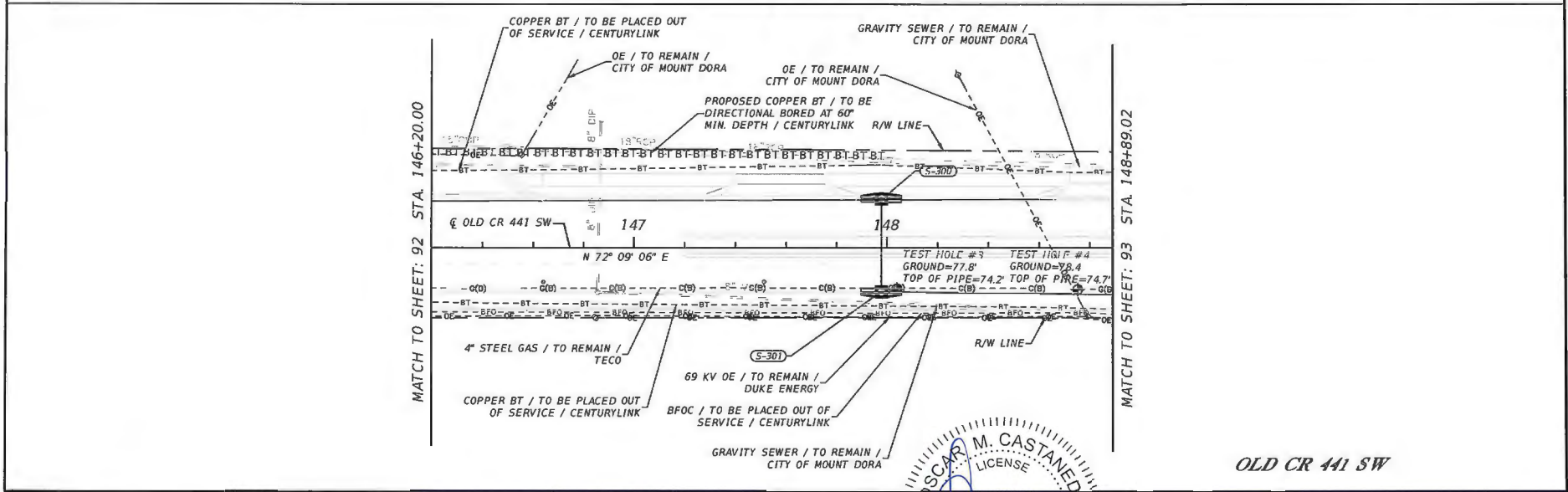
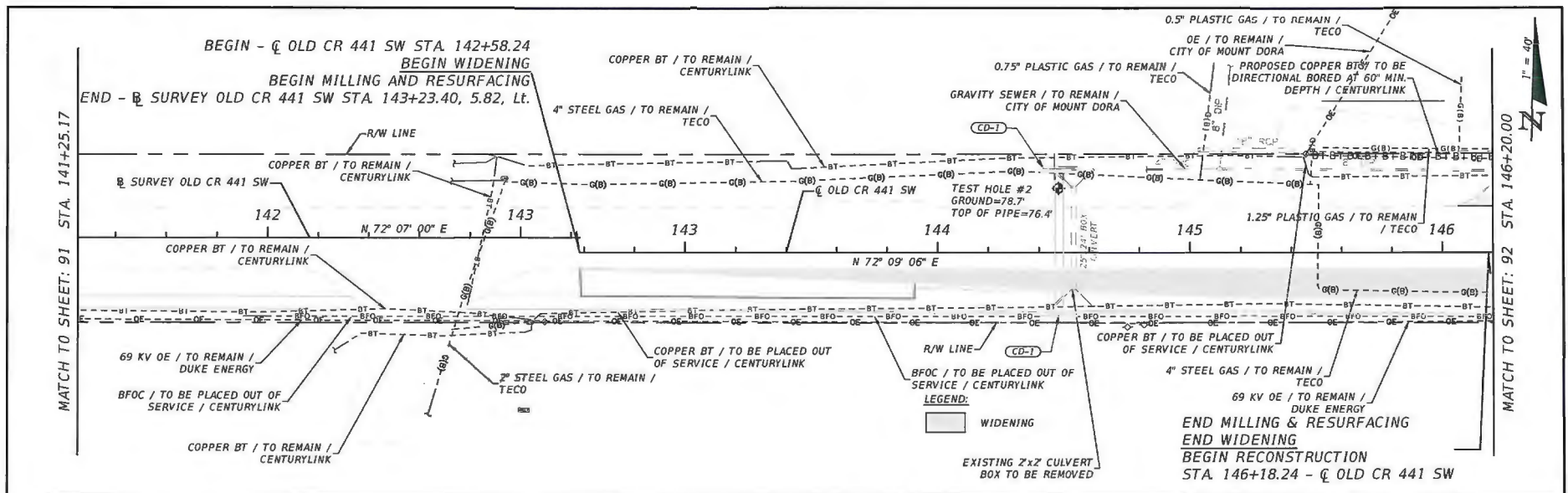




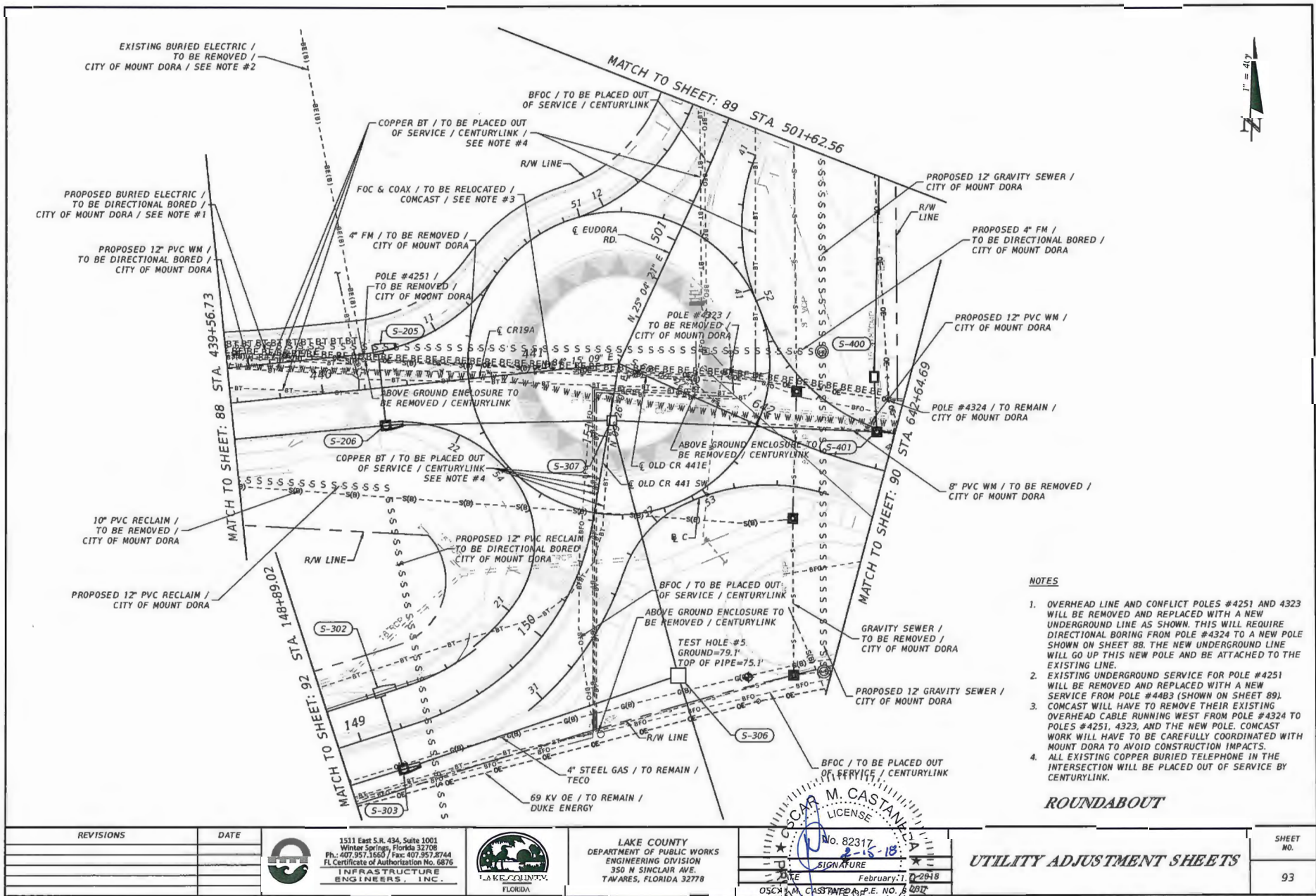


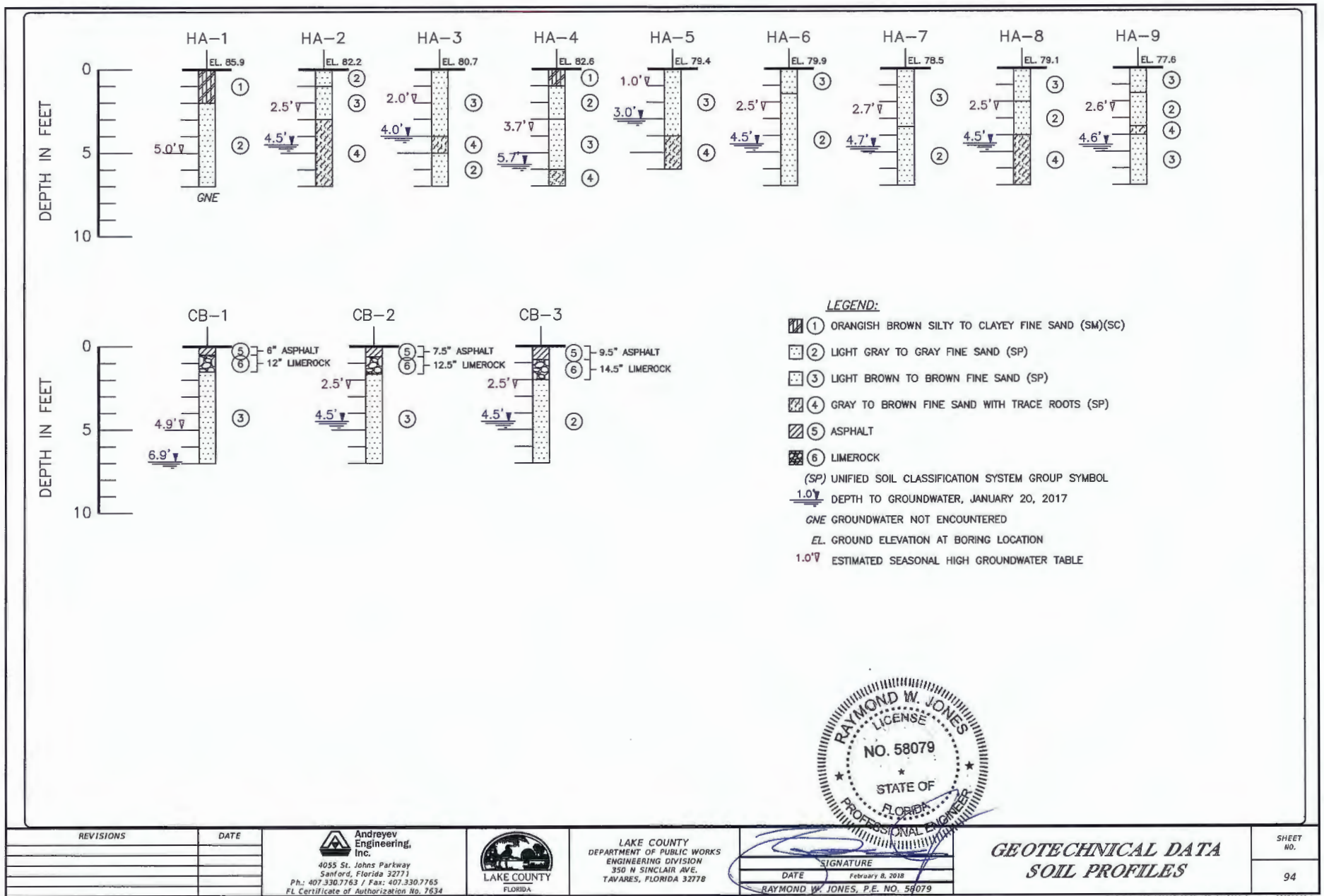






REVISIONS		DATE		1511 East S.R. 434, Suite 1001 Winter Springs, Florida 32708 Ph.: 407.957.1660 / Fax: 407.957.8744 FL Certificate of Authorization No. 6876 INFRASTRUCTURE ENGINEERS, INC.		LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINCLAIR AVE. TAVARES, FLORIDA 32778	NO. 82317 ★ 2-15-18 ★ SIGNATURE DATE February 14, 2018 STATE OF FLORIDA OSCAR M. CASTANEDA, P.E., NO. 82317	UTILITY ADJUSTMENT SHEETS	SHEET NO.





ROUNDAABOUT AT CR 19A AND EUDORA ROAD / OLD 441

LAKE COUNTY, FLORIDA

LOCAL AGENCY PROGRAM (LAP) PROJECT
FINANCIAL PROJECT ID 437464-1-58-01
FAN No. 8886-903-A



SHEET INDEX

S-1	KEY SHEET
S-2	TABULATION OF QUANTITIES
S-3	GENERAL NOTES
S-4 TO S-11	SIGNING AND PAVEMENT MARKING PLAN
S-12 TO S-13	GUIDE SIGN WORK SHEET

SIGNING AND PAVEMENT MARKING PLANS

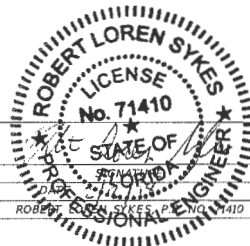
LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

350 N SINCLAIR AVENUE
TAVARES, FLORIDA 32778
PHONE: (352) 253-6000

SIGNING AND PAVEMENT MARKING PLANS ENGINEER OF RECORD:

ROBERT LOREN SYKES, P.E. NO.: 71410
COMPREHENSIVE ENGINEERING SERVICES, INC.
201 S. ORNAGE AVENUE, SUITE 1300
ORLANDO, FLORIDA 32801-3442
(407) 423-1600, EXT. 246
EMAIL: rsykes@cescivil.com
CONTRACT NO.: G0D13
VENDOR NO.: F593472222001
CERTIFICATE OF AUTHORIZATION NO.: 7862

THE ENGINEER OF RECORD CERTIFIES THAT THIS DESIGN IS IN SUBSTANTIAL CONFORMANCE WITH THE STANDARDS ESTABLISHED PURSUANT TO THE FLORIDA DEPARTMENT OF TRANSPORTATION "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS" COMMONLY KNOWN AS THE "FLORIDA GREENBOOK".



REVISIONS	DATE					SHEET NO.
						S-1



201 S Orange Ave, Suite 1300 Orlando, FL 32801-3442
Certificate of Authorization Number No. 7862
Robert Loren Sykes, P.E., License No. 71410

KEY SHEET

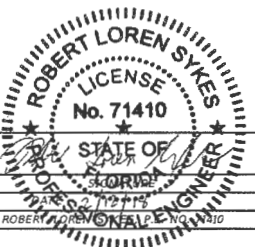
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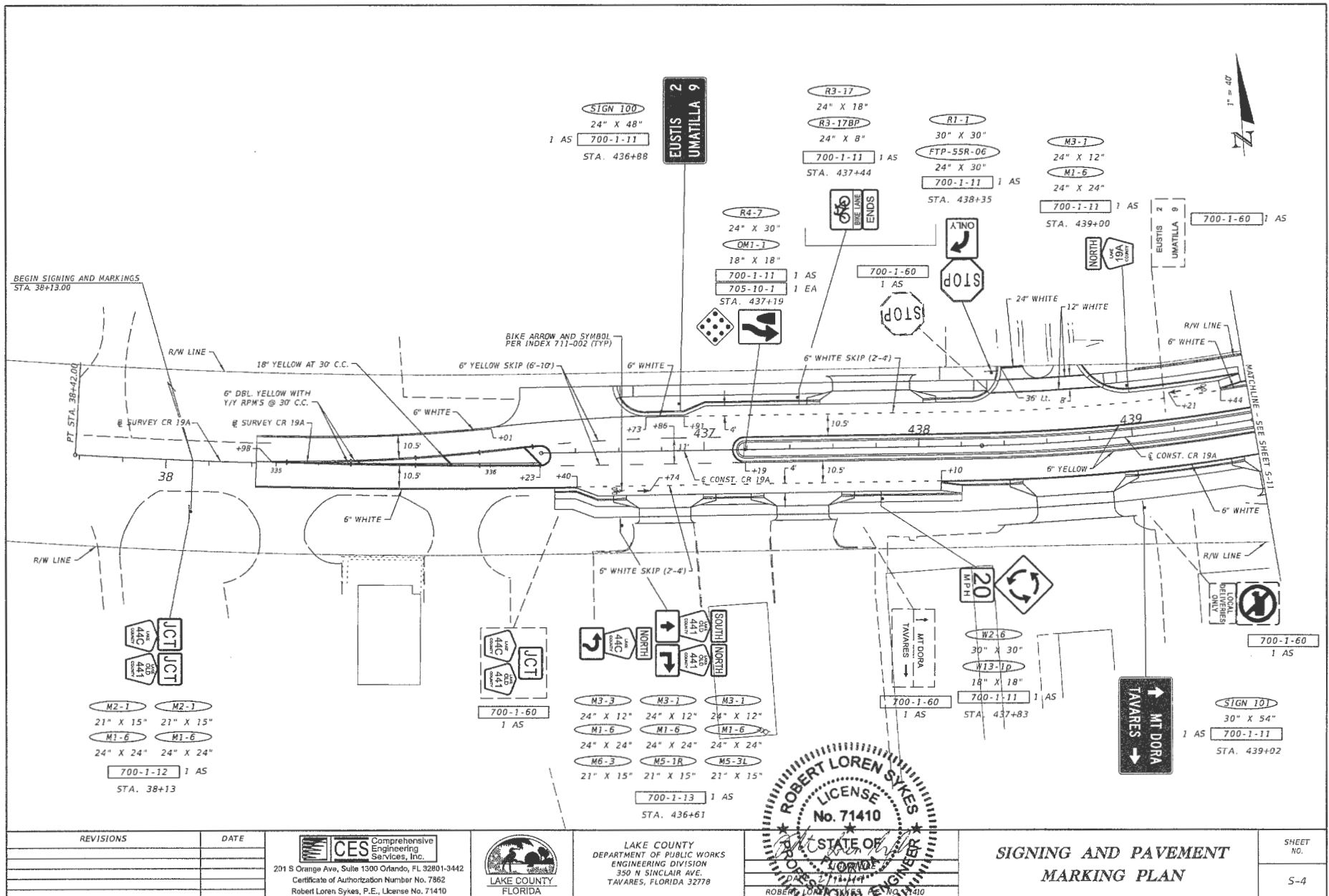
1. ALL EXISTING SIGNS ARE TO REMAIN UNLESS OTHERWISE NOTED ON THE PLANS.
2. THE LANE WIDTH DIMENSIONS SHOWN IN THE SIGNING AND PAVEMENT MARKING PLANS REFLECT THE NOMINAL LANE WIDTHS, NOT THE DISTANCE BETWEEN THE STRIPES. SEE INDEX 711-001 FOR PLACEMENT OF LANE LINES.
3. ALL PAVEMENT MARKING SHALL CONFORM TO THE LATEST EDITION OF FDOT STANDARDS, THE MUTCD, 2009 R1&R2, AND LAKE COUNTY SPECIFICATIONS. WHERE THE SPECIFICATIONS CONFLICT, THE MAXIMUM REQUIREMENTS SHALL APPLY UNLESS OTHERWISE DIRECTED BY THE ENGINEER OF RECORD.
4. ALL TRAFFIC CONTROL SIGNS THAT ARE DISTURBED SHALL BE REPLACED.
5. ALL STRIPING, SIGNING AND SIGNAL WORK SHALL BE COORDINATED WITH LAKE COUNTY TRAFFIC OPERATIONS. CONTRACTOR SHALL NOTIFY LAKE COUNTY TRAFFIC OPERATIONS (352) 742-1766 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY STRIPING, SIGNING AND SIGNAL WORK.
6. ALL SIGNS AND SIGNAL EQUIPMENT TO BE REMOVED ARE THE PROPERTY OF LAKE COUNTY. THESE ITEMS SHALL BE RETURNED TO LAKE COUNTY TRAFFIC OPERATIONS OR DISPOSED OF BY THE CONTRACTOR AT LAKE COUNTY TRAFFIC OPERATIONS DIRECTION.
7. ALL MATERIALS AND HARDWARE SHALL BE FDOT APPROVED AND PRE-APPROVED BY LAKE COUNTY TRAFFIC OPERATIONS PRIOR TO INSTALLATION.

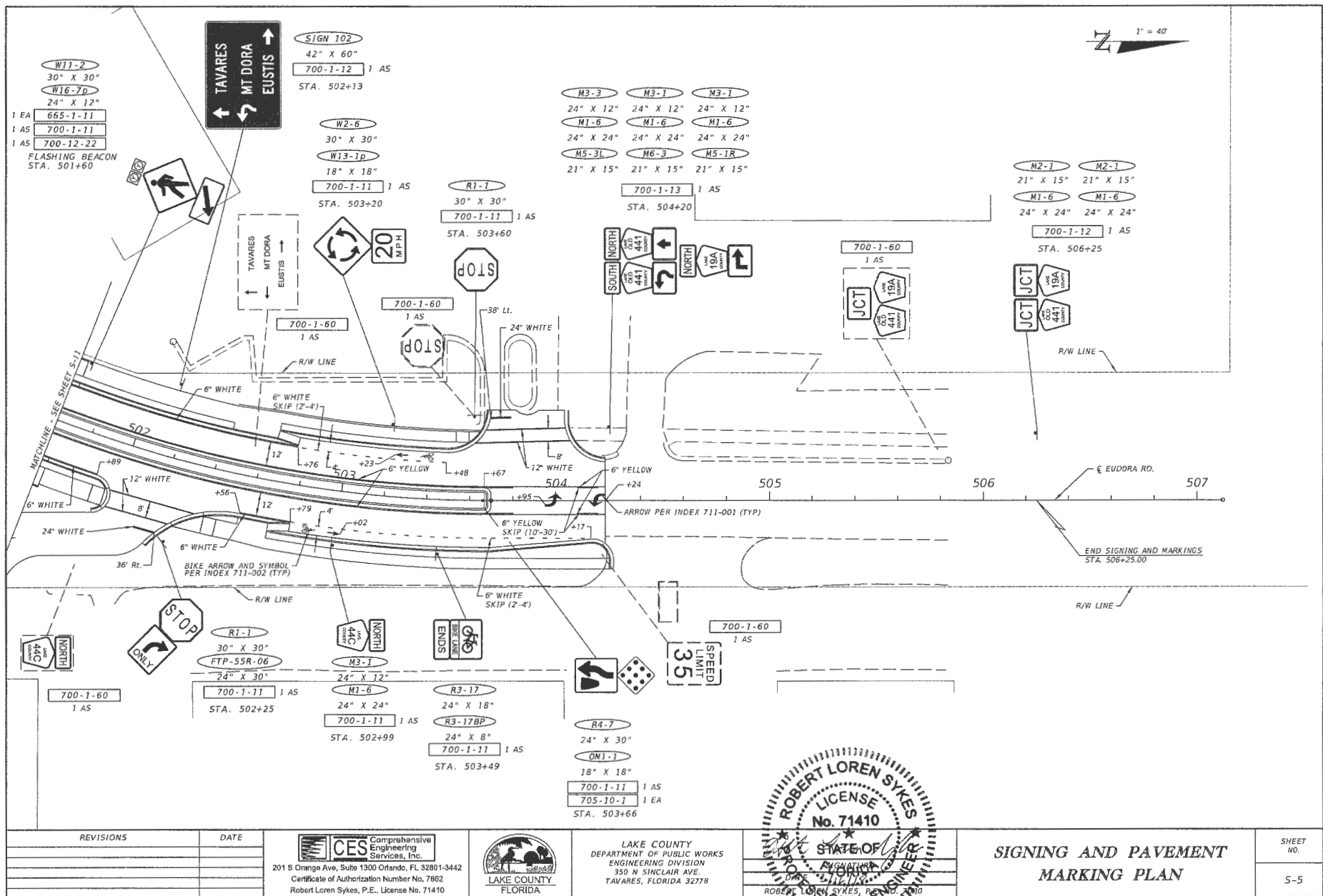
PAY ITEM NOTES:

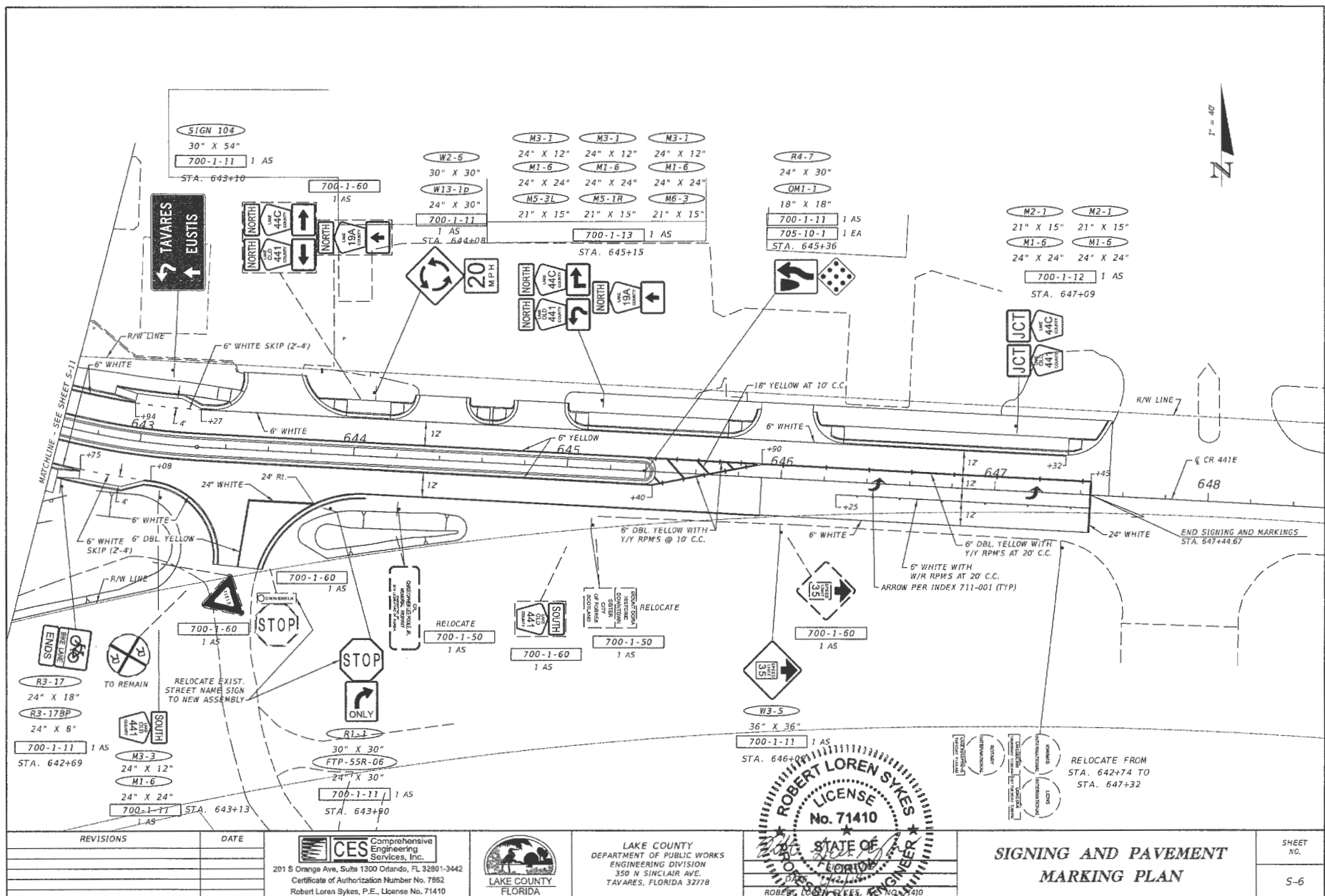
1. PAY ITEM NUMBERS 700-1-11 AND 700-1-12 ARE TO INCLUDE RELOCATING THE STREET NAME SIGNS TO THE PROPOSED STOP SIGN ASSEMBLY USING A POST TOP SLIP FITTER. ALL ADDITIONAL COSTS FOR MOUNTING THE STREET NAME SIGNS, INCLUDING REDRILLING OF THE SIGNS, SHALL BE INCLUDED IN THE PAY ITEM.
2. PAY ITEM NUMBER 700-1-50 SHALL INCLUDE THE COST OF NEW SIGN POST IF NEEDED.
3. PAY ITEM NUMBER 700-12-22 SHALL INCLUDE SOLAR PANEL. THE WARNING BEACON SHALL FLASH WITH AN ALTERNATING FLASH PATTERN.

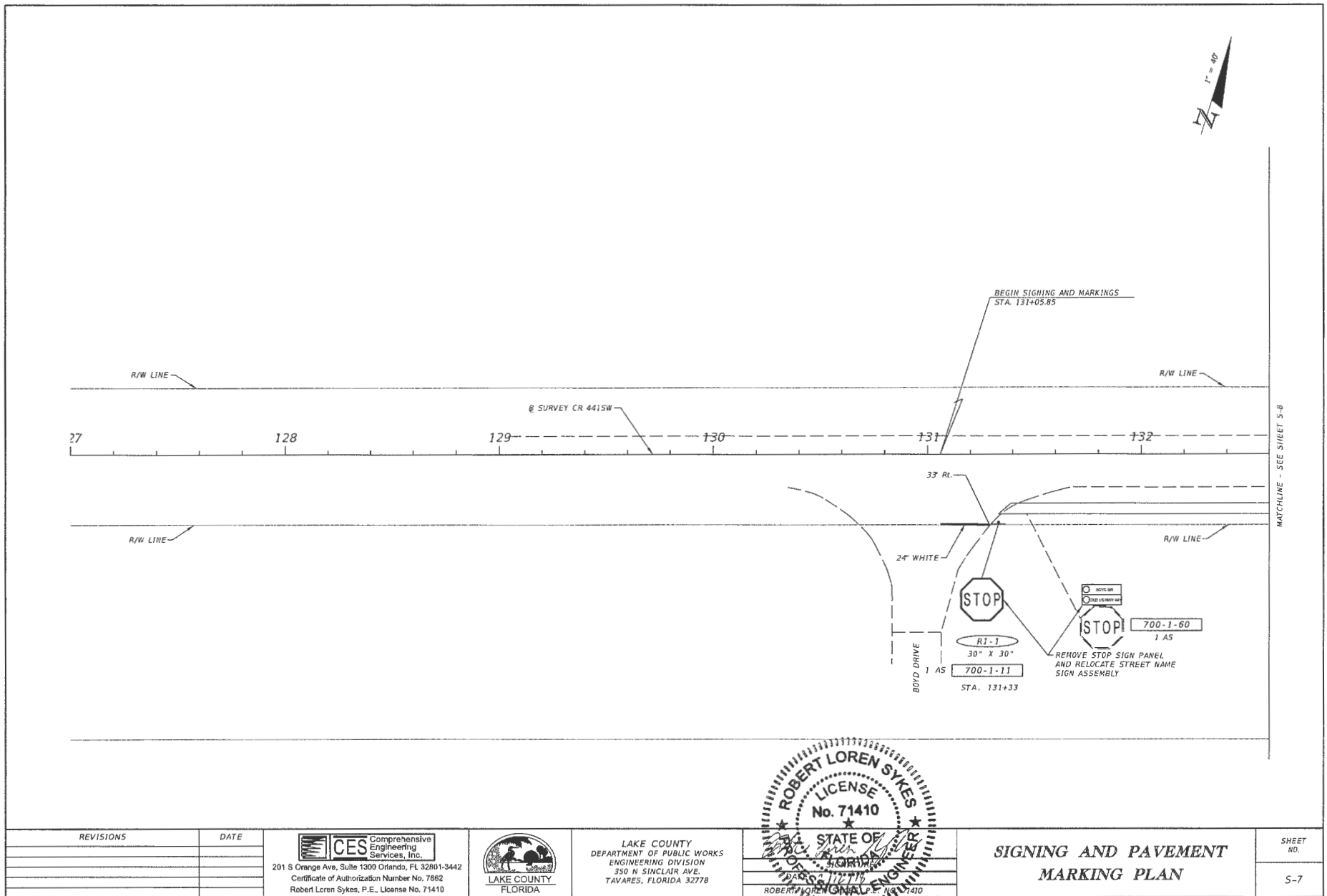
RPM ABBREVIATIONS	
W/R	BI-DIRECTIONAL WHITE/RED
Y/Y	BI-DIRECTIONAL YELLOW/YELLOW

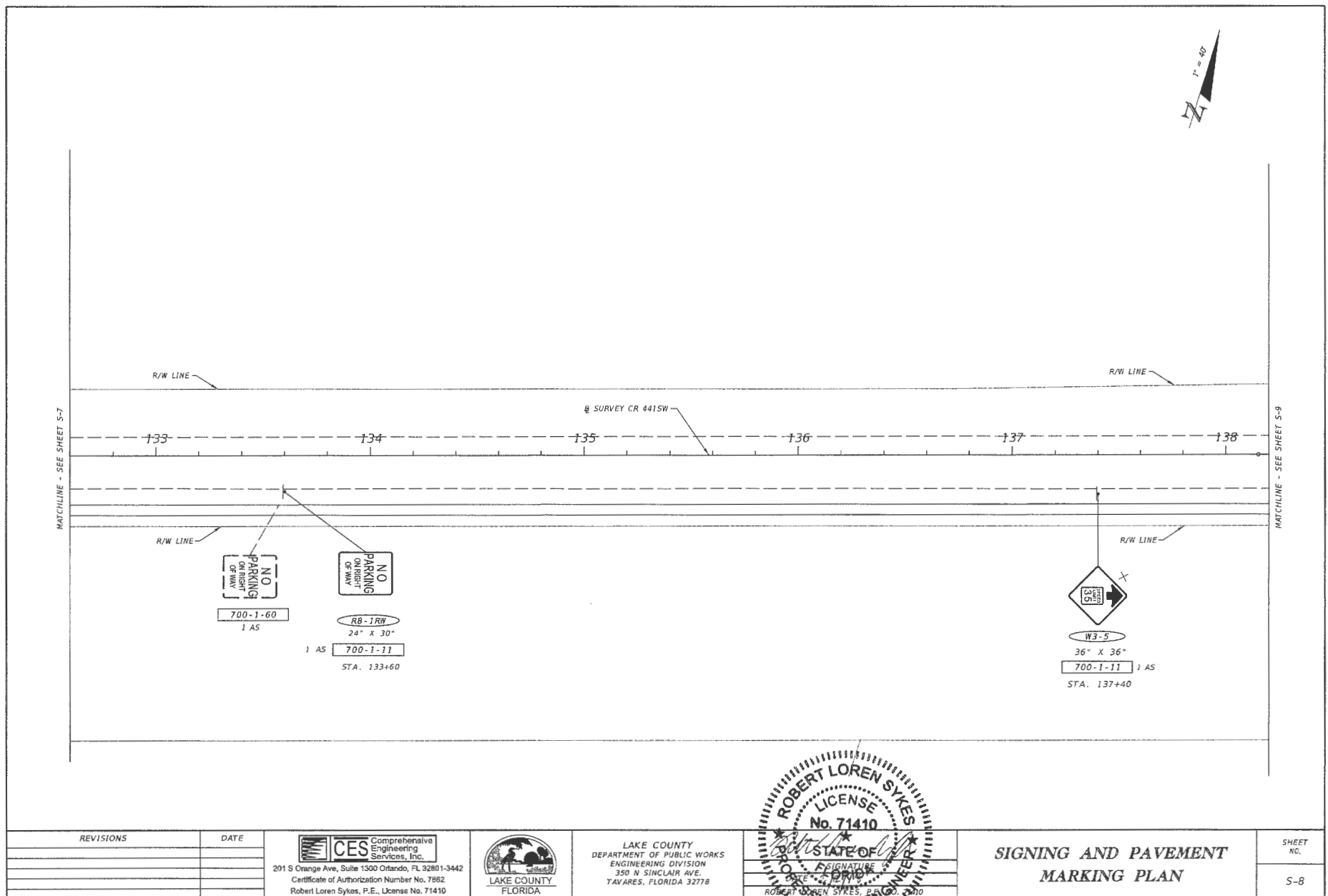
REVISIONS	DATE	 201 S Orange Ave, Suite 1300 Orlando, FL 32801-3442 Certificate of Authorization Number No. 7862 Robert Loren Sykes, P.E., License No. 71410	 LAKE COUNTY FLORIDA	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 W SINCLAIR AVE. TAVARES, FLORIDA 32778	 ROBERT LOREN SYKES LICENSE No. 71410 STATE OF FLORIDA PROFESSIONAL ENGINEER	GENERAL NOTES	SHEET NO.
							S-3

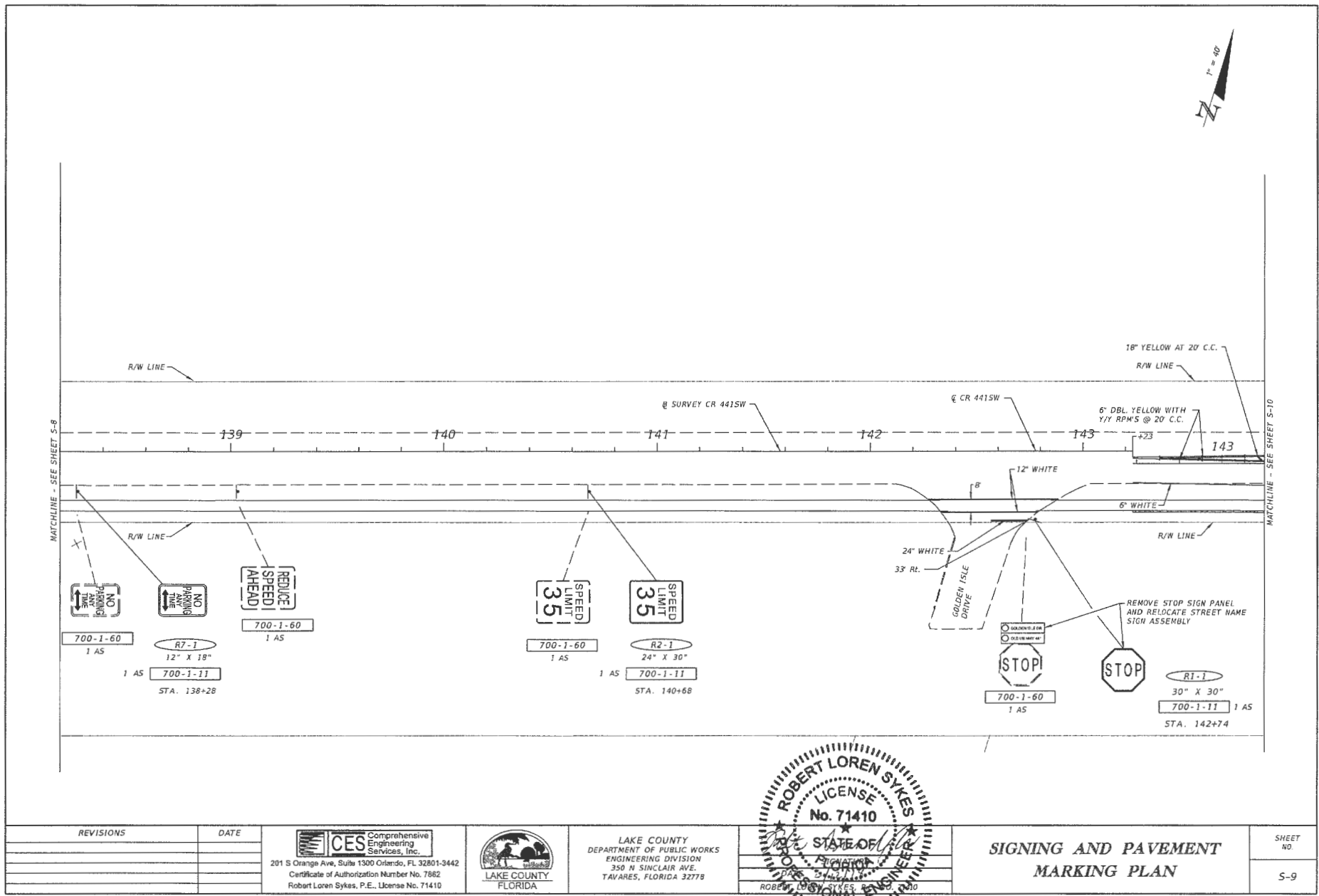


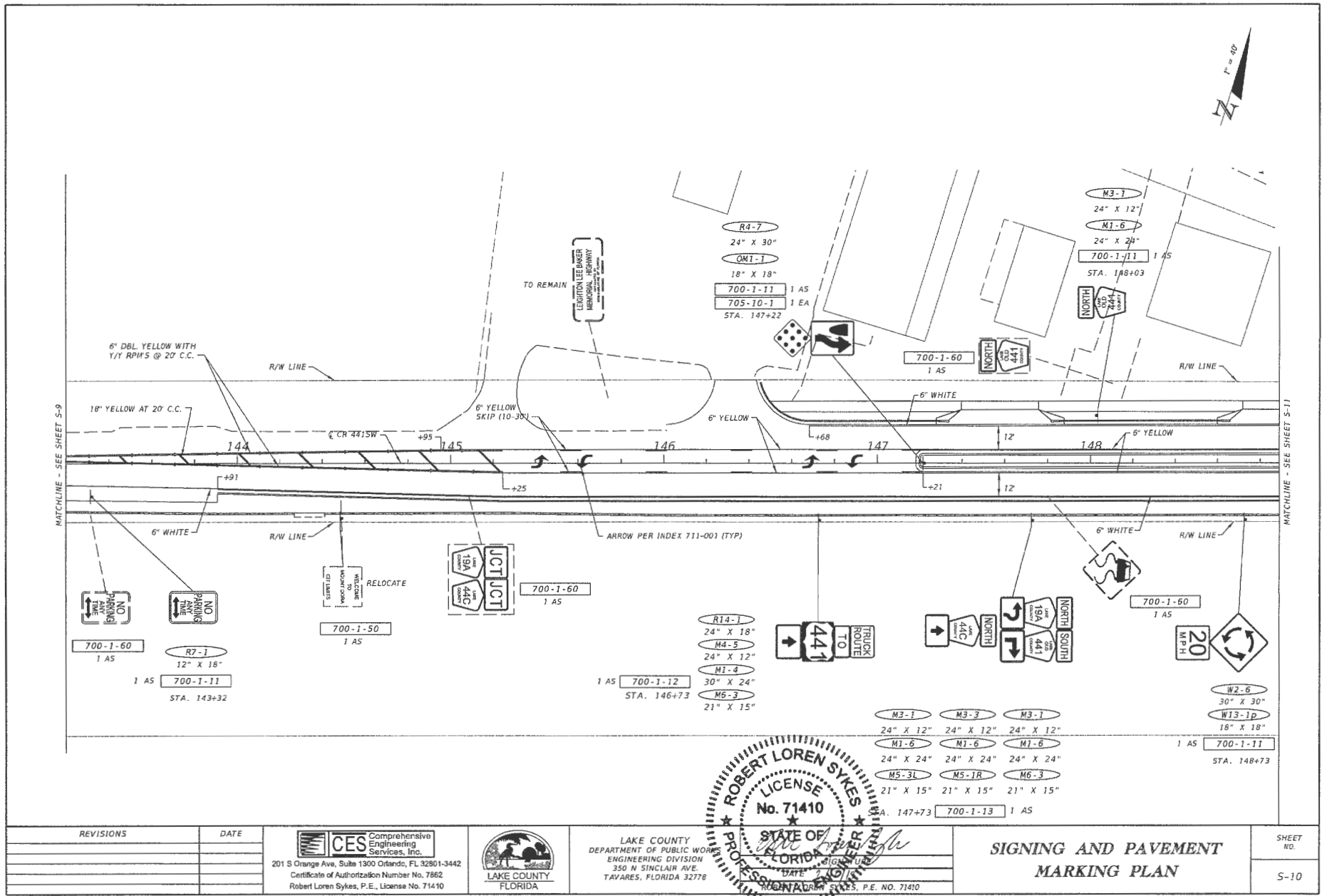


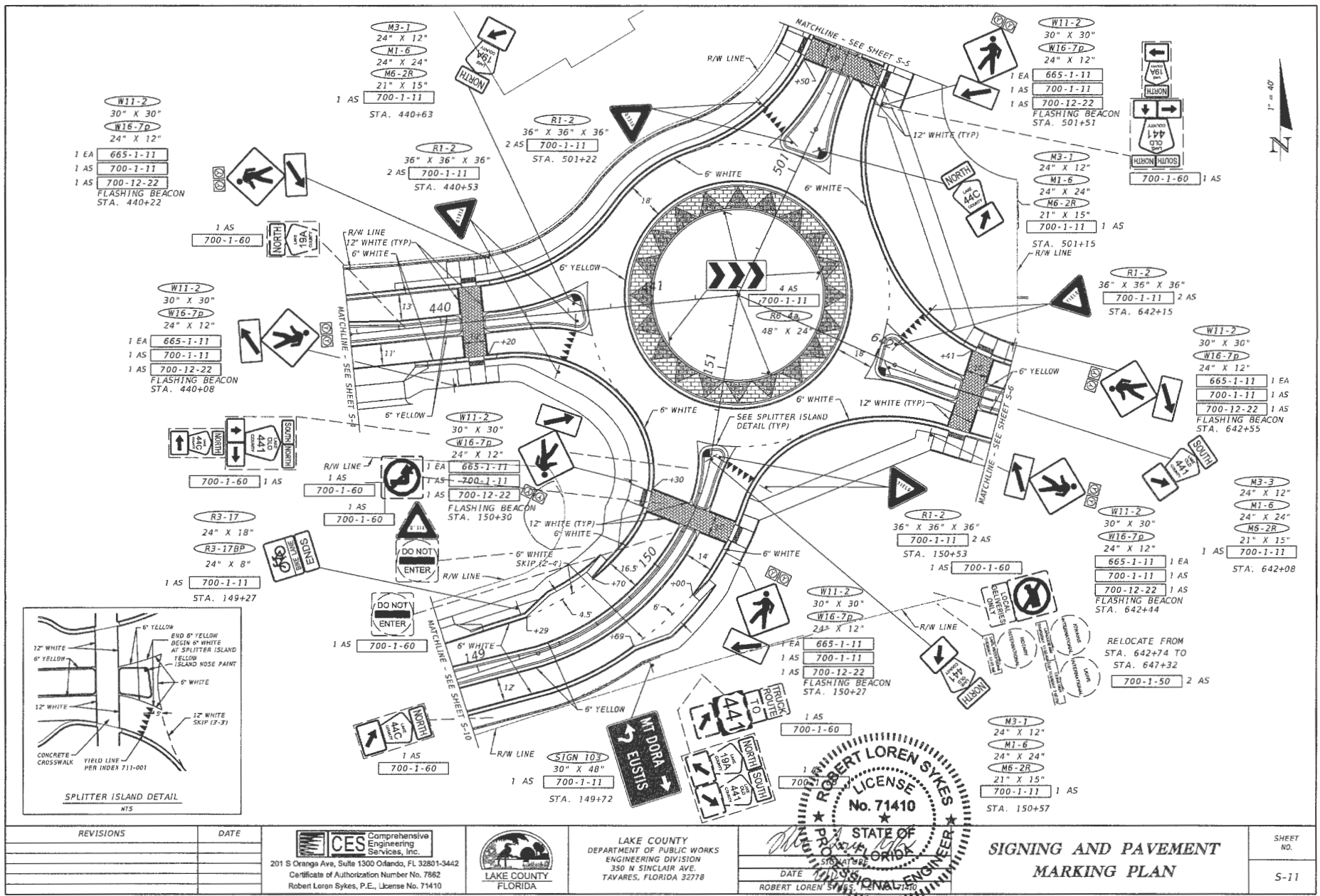












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ROBERT LOREN SYKES
LICENSE
No. 71410
STATE OF FLORIDA
SIGNATURE
DATE 12/1/80
PROFESSIONAL ENGINEER

ROUNDABOUT AT CR 19A AND EUDORA ROAD / OLD 441

LAKE COUNTY, FLORIDA



SHEET INDEX

L-1	KEY SHEET
L-2	TABULATION OF QUANTITIES
L-3	GENERAL NOTES
L-4	POLE DATA AND LEGEND
L-5 TO L-7	LIGHTING PLAN
L-8	LANDSCAPE LIGHTING PLAN

LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

THE ENGINEER OF RECORD CERTIFIES THAT THIS DESIGN IS IN SUBSTANTIAL CONFORMANCE WITH THE STANDARDS ESTABLISHED PURSUANT TO THE FLORIDA DEPARTMENT OF TRANSPORTATION "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS" COMMONLY KNOWN AS THE "FLORIDA GREENBOOK".



CES Comprehensive Engineering Services, Inc.
201 S Orange Ave, Suite 1300 Orlando, FL 32801-342
Certificate of Authorization Number No. 7862
Michael Saldares Manzano, P.E., License No. 64704

KEY SHEET

SHEET
NO.

L-1

ROUNDABOUT AT CR 19A AND EUDORA ROAD / OLD 441

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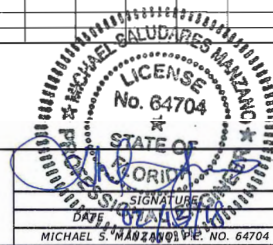
REVISIONS	DATE	 201 S Orange Ave, Suite 1300 Orlando, FL 32801-342 Certificate of Authorization Number No. 7862 Michael Saldares Manzano, P.E., License No. 64704	KEY SHEET	SHEET NO.
				L-1

TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS																TOTAL THIS SHEET		GRAND TOTAL	
			L-5		L-6		L-7		L-8													
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL		
0630 2 11	CONDUIT, F&I, OPEN TRENCH	LF	175		910		150		75									1310				
0630 2 12	CONDUIT, F&I, DIRECTIONAL BORE	LF	585		530		100		398									1613				
0635 2 11	PULL & SPLICE BOX, F&I, 13" X 24"	EA	8		18		2		6									34				
0639 1122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS			1													1				
0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-11 SERVICE POLE	EA			1													1				
0715 1 12	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8-6	LF	2760		5486		846		2689									11781				
0715 1 13	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 4-2	LF			228													228				
0715 4 13	LIGHT POLE COMPLETE, F&I STANDARD POLE, STANDARD FOUNDATION, 40'	EA	7		9		2											18				
0715 7 11	LOAD CENTER, F&I, SECONDARY VOLTAGE	EA			1													1				
0715 11 115	LUMINAIRE (RETROFITS OR INSTALLATIONS WITHOUT ARM OR POLE), F&I, ROADWAY, WALL MOUNT	EA							18									18				
0715 516 115	LIGHT POLE COMPLETE-SPECIAL DESIGN, F&I, POLE TOP MOUNT, ALUMINUM, 15'	EA							3									3				
0715500 1	POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	EA	7		9		2		3									21				

PAY ITEM NOTES

- ITEM 639-1-122: INCLUDES DISCONNECT ON LINE SIDE OF METER IF REQUIRED BY POWER COMPANY.
- ITEM 715-11-115: INCLUDES ALL REQUIRED ATTACHMENTS FOR INSTALLATION OF LANDSCAPING FIXTURES.



REVISIONS	DATE			LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINCLAIR AVE. TAVARES, FLORIDA 32778	TABULATION OF QUANTITIES DATE: 07/18/2023 MICHAEL S. MANZANO, P.E. NO. 64704	SHEET NO. L-2
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LIGHTING NOTES

1. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS INCLUDING THOSE DESIGNATED Vv, VH AND V+h, ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATION/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
2. IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, IDENTIFY ALL CIRCUITS AND EQUIPMENT WITH "LAMACOID TAGS". INSTALL SIMILAR TAGS OF STAINLESS STEEL IDENTIFYING THE CIRCUIT FOR EACH LUMINAIRE AT ACCESS HANDHOLE FOR EACH POLE.
3. NOTIFY DUKE ENERGY AT LEAST 48 HOURS PRIOR TO ANY INSTALLATION THAT IS WITHIN 10 FEET OF ENERGIZED ELECTRICAL CONDUCTORS. EXTREME CAUTION SHALL BE EXERCISED AT ALL TIMES IN PERFORMANCE OF WORK AROUND PRIMARY HIGH VOLTAGE COMPONENTS. CONTRACTOR SHALL BID TO INCLUDE ALL COST ASSOCIATED WITH THE POWER COMPANY ADDING SWITCHES OF OTHER OPTIONS, TO ALLOW INSTALLATION EQUIPMENT WITHIN THE PRESCRIBED SAFE ZONE.
4. FURNISH AND INSTALL AN ALUMINUM IDENTIFICATION TAG ON EACH ROADWAY LIGHTING STANDARD. TAGS SHALL BE 2" X 8" IN SIZE WITH BLACK LETTERS ON YELLOW BACKGROUND, ATTACHED WITH RIVETS (NO SCREWS). TAG SHALL BE AS SHOWN ON SHEET L-4. TAG SHALL BE PLACED FIVE (5) FEET ABOVE GRADE.
5. CONTACT THE MAINTAINING AGENCY (CITY OF MOUNT DORA 352-735-7151) REGARDING POLE SEQUENCING NAME AND NUMBER.
6. MOUNTING HEIGHTS ARE DETERMINED FROM THE BOTTOM OF THE LUMINAIRE VERTICALLY TO PAVEMENT GRADE.
7. THE LIGHTING CONTROL CENTER SHALL BEAR A UL LABEL THAT INDICATES THE PANEL'S SHORT CIRCUIT RATING.
8. PULL BOXES AND LOAD CENTER GROUND CABINETS SHALL NOT BE INSTALLED WITHIN ANY DITCHES OR AREAS THAT MAY CAUSE WATER INTRUSION.
9. CONTRACTOR WILL BE RESPONSIBLE FOR CONTACTING THE POWER COMPANY PROVIDING POWER TO DETERMINE IF ANY ADDITIONAL FEES ARE REQUIRED TO CONNECT POWER. ALL FEES SHALL BE INCLUDED AS PART OF THE BID ITEM FOR THE ELECTRICAL SERVICE ASSEMBLY.
10. CONTRACTOR WILL BE RESPONSIBLE FOR ACQUIRING ALL NECESSARY PERMITS, INCLUDING BUT NOT LIMITED TO THE ELECTRIC PERMIT. APPLICATION FOR POWER SHOULD BE COORDINATED WITH THE CITY OF MOUNT DORA AS THE STREET LIGHTING IS WITHIN THE CITY AND THEY WILL BE RESPONSIBLE FOR THE ELECTRIC BILL.

REVISIONS	DATE	 201 S Orange Ave, Suite 1300 Orlando, FL 32801-3442 Certificate of Authorization Number No. 7862 Michael Saldares Manzano, P.E., License No. 64704	 LAKE COUNTY FLORIDA	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINCLAIR AVE. TAVARES, FLORIDA 32778	 SIGNATURE DATE: 08/04/2023 MICHAEL S. MANZANO, P.E. NO. 64704	GENERAL NOTES	SHEET NO. L-3

LEGEND:

- Proposed 210 watt light-emitting diode (LED) luminaire. Designed for medium, Type II distribution and 4000K CCT. Driver wired for 240V operation. Aluminum pole with 0° tilt, and 40' mounting height. Use Holophane, Model: MGLED 5 or equal, Photometric Curve: LT24772P21.
715-4-13 715-500-1
- 2' open trench conduit with conductors as shown in plans.
630-2-11 715-1-12 715-1-13
- 2' directional bore conduit with conductors as shown in plans.
630-2-12 715-1-12
- Roadside pull box. Includes concrete slab per Index 17500.
635-2-11
- Proposed load center. See sheet L-6.
639-1-122 641-2-12 715-7-11
- Proposed 637 watt light-emitting diode (LED) pedestrian scale luminaire with banner arm. Designed for medium, Type III distribution and 4500K CCT. Driver wired for 120V operation. Aluminum pole with 0° tilt, and 12 mounting height. Use Sternberg Lighting, Model: A850SRLED or equal, Photometric Curve: 512536. See landscaping plans for details.
715-516-115
- Proposed 14 watt light-emitting diode (LED) landscaping luminaire. Designed for very short, Type I distribution and 30K CCT. Driver wired for 120V operation. Use Insight Lighting, Model: MVW11 or equal, Photometric Curve: 11448982.02
715-11-115
- Existing luminaire to be removed by others.
- Existing utility pole.

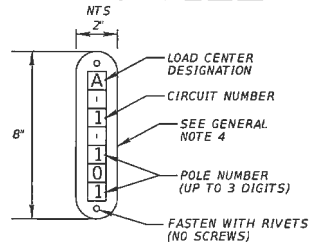
CONVENTIONAL LIGHTING DESIGN CRITERIA:

Average Initial Intensity 1.5 Foot Candles (Min.) Approaches
3.0 Foot Candles (Horizontal) Roundabout
2.3 Foot Candles* (Vertical)
Uniformity Ratio Avg./Min. 4:1 or Less
Max./Min. 10:1 or Less
Veiling Luminance ratio 0.3:1 or Less
Design Wind Speed 140 MPH (Lake County)

NOTE: SINCE THE SIDEWALK IS WITHIN THE RANGE OF PROPOSED LIGHT POLES, FDOT CRITERIA USED IS THE SAME.

* VERTICAL ILLUMINATION VALUE IS ONLY VALID FOR NEW PROJECTS OR WHERE THE INTERSECTION IS BEING RECONSTRUCTED. THE VERTICAL ILLUMINATION IS A TARGET VALUE AND MAY NOT BE ACHIEVABLE FOR ALL TRAFFIC MOVEMENTS.

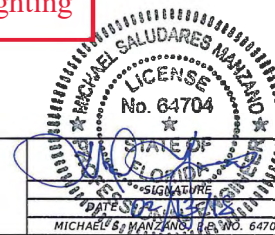
POLE IDENTIFICATION TAG DETAIL



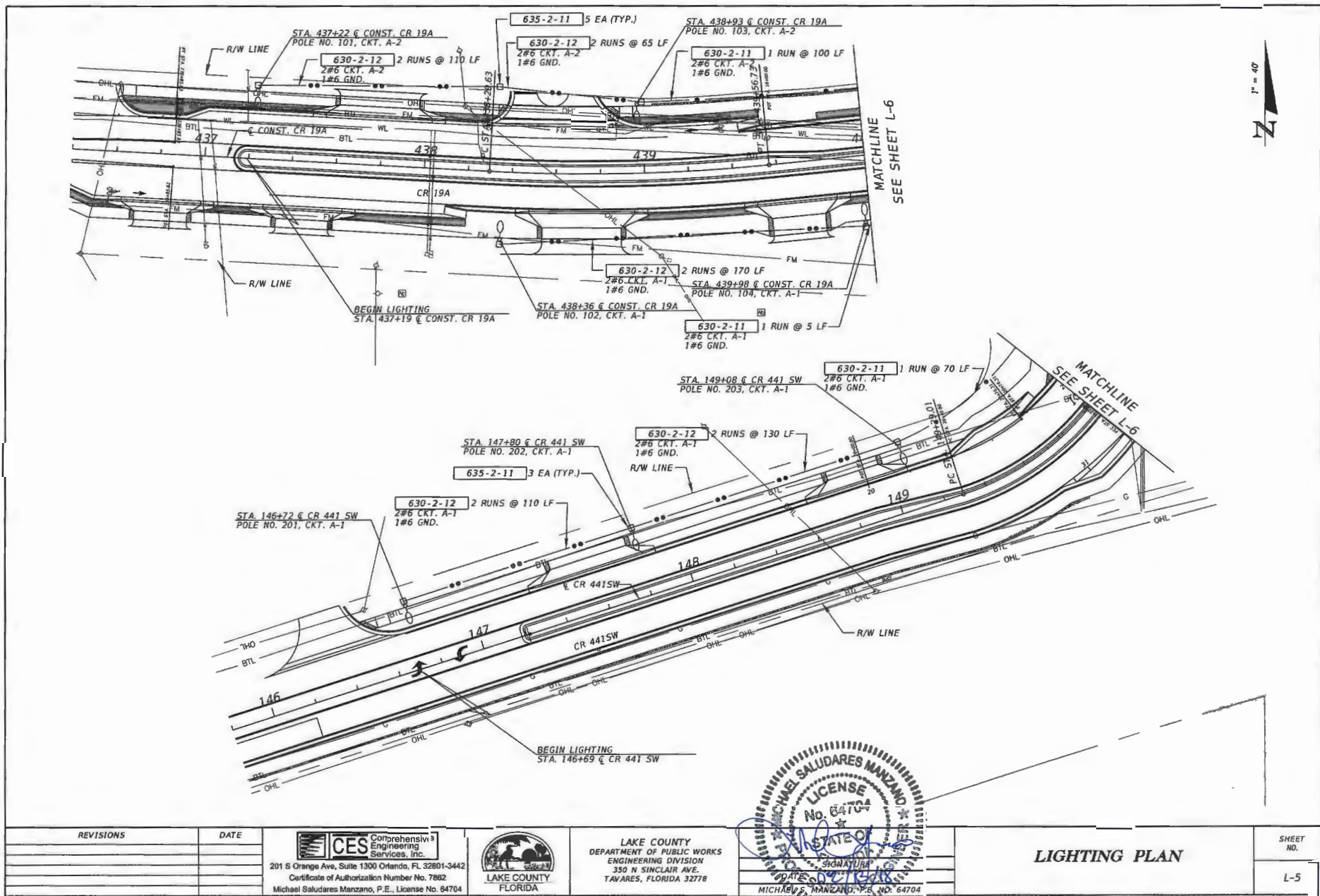
POLE DATA

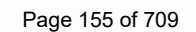
POLE NO.	CIRCUIT	STATION	POLE OFFSET	MOUNTING HEIGHT	POLE TYPE	ARM LENGTH	ARM CONFIGURATION
101	A-2	STA. 437+22 @ CR 19A	BACK OF SIDEWALK	40'	GROUND	-	TOP MOUNT
102	A-1	STA. 438+36 @ CR 19A	BACK OF SIDEWALK	40'	GROUND	-	TOP MOUNT
103	A-2	STA. 438+93 @ CR 19A	6' FROM BACK OF SIDEWALK	40'	GROUND	-	TOP MOUNT
104	A-1	STA. 439+98 @ CR 19A	BACK OF SIDEWALK	40'	GROUND	-	TOP MOUNT
105	A-2	STA. 642+67 @ CR 441 E	2' FROM BACK OF SIDEWALK	40'	GROUND	-	TOP MOUNT
106	A-1	STA. 644+15 @ CR 441 E	24' FROM FACE OF CURB	40'	GROUND	-	TOP MOUNT
107	A-1	STA. 644+67 @ CR 441 E	20' FROM EDGE OF TRAVEL	40'	GROUND	-	TOP MOUNT
201	A-1	STA. 146+72 @ CR 441 SW	BACK OF SIDEWALK	40'	GROUND	-	TOP MOUNT
202	A-1	STA. 147+80 @ CR 441 SW	BACK OF SIDEWALK	40'	GROUND	-	TOP MOUNT
203	A-1	STA. 149+08 @ CR 441 SW	BACK OF SIDEWALK	40'	GROUND	-	TOP MOUNT
204	A-1	STA. 150+09 @ CR 441 SW	BACK OF SIDEWALK	40'	GROUND	-	TOP MOUNT
205	A-2	STA. 501+73 @ EUDORA RD	BACK OF SIDEWALK	40'	GROUND	-	TOP MOUNT
206	A-2	STA. 502+94 @ EUDORA RD	BACK OF SIDEWALK	40'	GROUND	-	TOP MOUNT
207	A-2	STA. 503+56 @ EUDORA RD	BACK OF SIDEWALK	40'	GROUND	-	TOP MOUNT
301	A-1	STA. 440+62 @ CR 19A	BACK OF SIDEWALK	40'	GROUND	-	TOP MOUNT
302	A-2	STA. 440+89 @ CR 19A	BACK OF GRAVITY WALL	40'	GROUND	-	TOP MOUNT
303	A-1	STA. 150+57 @ CR 441 SW	BACK OF SIDEWALK	40'	GROUND	-	TOP MOUNT
304	A-2	STA. 642+05 @ CR 441 E	BACK OF SIDEWALK	40'	GROUND	-	TOP MOUNT
401	A-3	STA. 440+75 @ CR 19A	7' FROM FACE OF CURB	12'	GROUND	-	TOP MOUNT
402	A-3	STA. 440+85 @ CR 19A	BACK OF GRAVITY WALL	15'	GROUND	-	TOP MOUNT
403	A-3	STA. 150+57 @ CR 441 SW	BACK OF SIDEWALK	12'	GROUND	-	TOP MOUNT
501	A-1	STA. 441+25 @ CR 19A	38' FROM FACE OF CURB	GROUND	N/A	-	N/A
502	-	-	40' FROM FACE OF CURB	GROUND	N/A	-	N/A
503	-	-	40' FROM FACE OF CURB	GROUND	N/A	-	N/A
504	-	-	40' FROM FACE OF CURB	GROUND	N/A	-	N/A
505	-	-	40' FROM FACE OF CURB	GROUND	N/A	-	N/A
506	-	-	40' FROM FACE OF CURB	GROUND	N/A	-	N/A
507	A-1	STA. 441+25 @ CR 19A	39' FROM FACE OF CURB	GROUND	N/A	-	N/A
508	A-4	-	40' FROM FACE OF CURB	GROUND	N/A	-	N/A
509	A-4	-	41' FROM FACE OF CURB	GROUND	N/A	-	N/A
510	A-4	-	41' FROM FACE OF CURB	GROUND	N/A	-	N/A
511	A-4	-	42' FROM FACE OF CURB	GROUND	N/A	-	N/A
512	A-4	-	40' FROM FACE OF CURB	GROUND	N/A	-	N/A
513	A-4	-	39' FROM FACE OF CURB	GROUND	N/A	-	N/A
514	A-4	-	40' FROM FACE OF CURB	GROUND	N/A	-	N/A
515	A-4	-	41' FROM FACE OF CURB	GROUND	N/A	-	N/A
516	A-4	-	41' FROM FACE OF CURB	GROUND	N/A	-	N/A
517	A-4	-	39' FROM FACE OF CURB	GROUND	N/A	-	N/A
518	A-4	STA. 441+29 @ CR 19A	37' FROM FACE OF CURB	GROUND	N/A	-	N/A

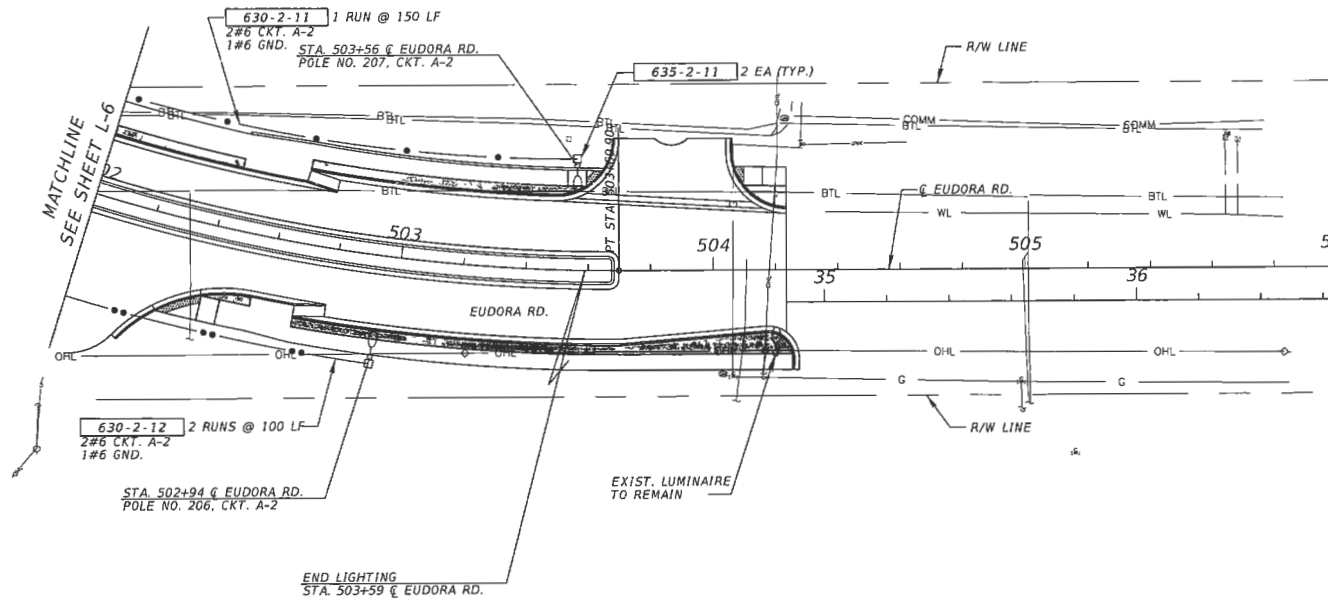
Delete wall lighting



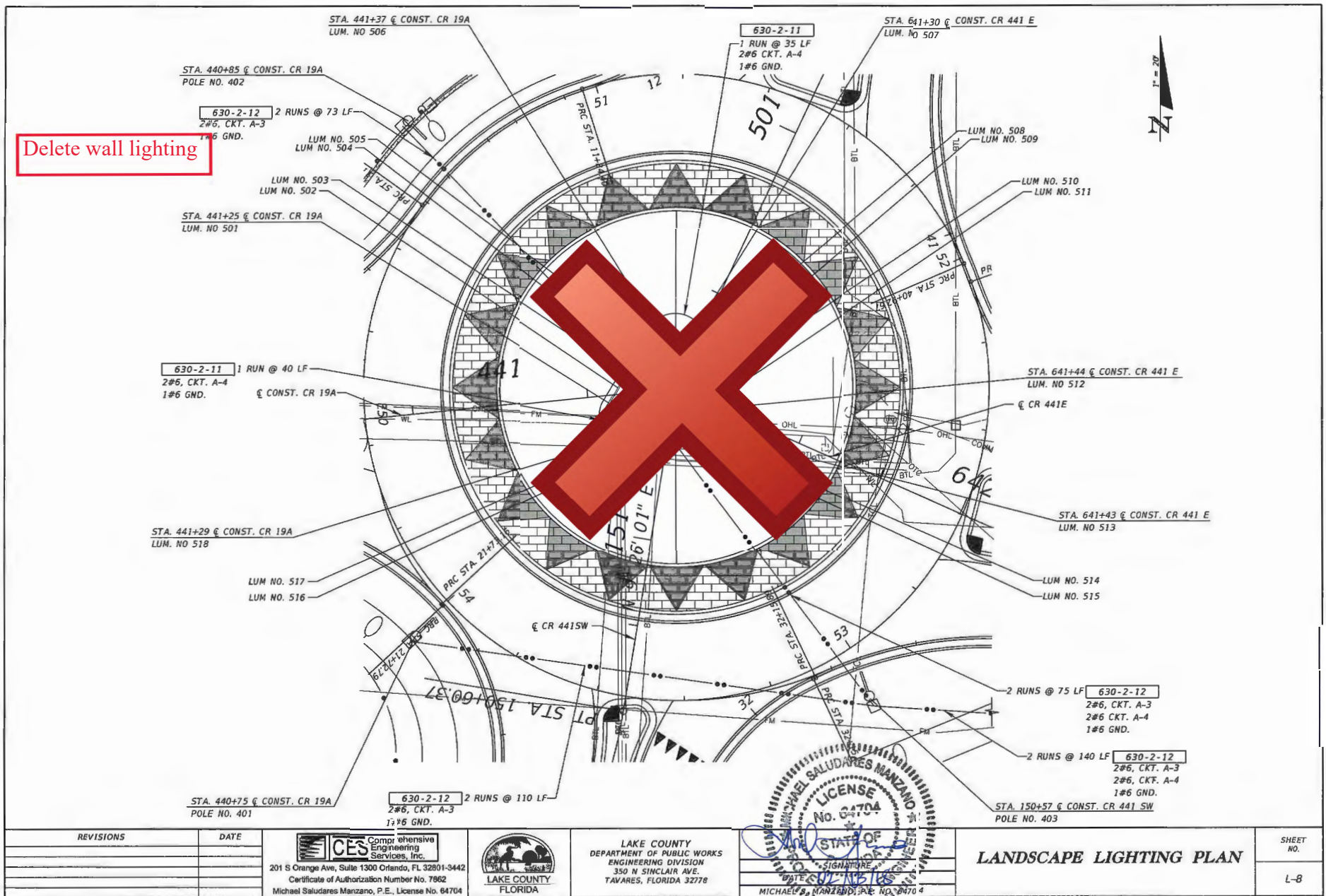
REVISIONS	DATE	CES Comprehensive Engineering Services, Inc.	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	POLE DATA AND LEGEND	SHEET NO.
		201 S Orange Ave, Suite 1300 Orlando, FL 32801-3442	350 N SINCLAIR AVE. TAYARES, FLORIDA 32778		L-4
		Certificate of Authorization Number No. 7862			
		Michael Saldares Manzano, P.E., License No. 64704			







REVISIONS	DATE	CES Comprehensive Engineering Services, Inc. 201 S Orange Ave, Suite 1300 Orlando, FL 32801-3442 Certificate of Authorization Number No. 7862 Michael Saldares Manzano, P.E., License No. 64704	LAKE COUNTY FLORIDA	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINCLAIR AVE. TAVARES, FLORIDA 32778		LIGHTING PLAN	SHEET NO. L-7





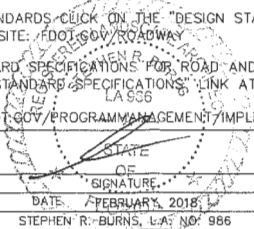
SHEET INDEX

LA1	KEY SHEET
LA2	LIMITS OF CLEAR SIGHT
LA3	OVERALL LAYOUT
LA4	ROUNDAABOUT LANDSCAPE
LA5	CR 441 E LANDSCAPE
LA6	EUDORA ROAD LANDSCAPE
LA7	CR 19A LANDSCAPE
LA8	CR 441 SW LANDSCAPE
LA9	POND LANDSCAPE
LA10-12	LANDSCAPE DETAILS
LA13-14	LANDSCAPE NOTES
HA1-3	ROUNDAABOUT HARDSCAPE
IR1	OVERALL LAYOUT
IR2	ROUNDAABOUT IRRIGATION
IR3	CR 441 E IRRIGATION
IR4	EUDORA ROAD IRRIGATION
IR5	CR 19A IRRIGATION
IR6	CR 441 SW IRRIGATION
IR7	POND IRRIGATION
IR8	IRRIGATION LEGEND
IR9	IRRIGATION DETAILS
IR10-11	IRRIGATION NOTES

FLORIDA DEPARTMENT OF TRANSPORTATION, 2017-2018 DESIGN STANDARDS
AND REVISED INDEX DRAWINGS AS APPENDED HEREIN, AND JULY 2017
STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS
AMENDED BY CONTRACT DOCUMENTS.

FOR DESIGN STANDARDS, CLICK ON THE "DESIGN STANDARDS" LINK AT THE
FOLLOWING WEB SITE: FDOT.GOV/ROADWAY

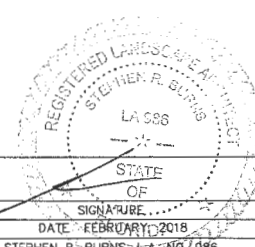
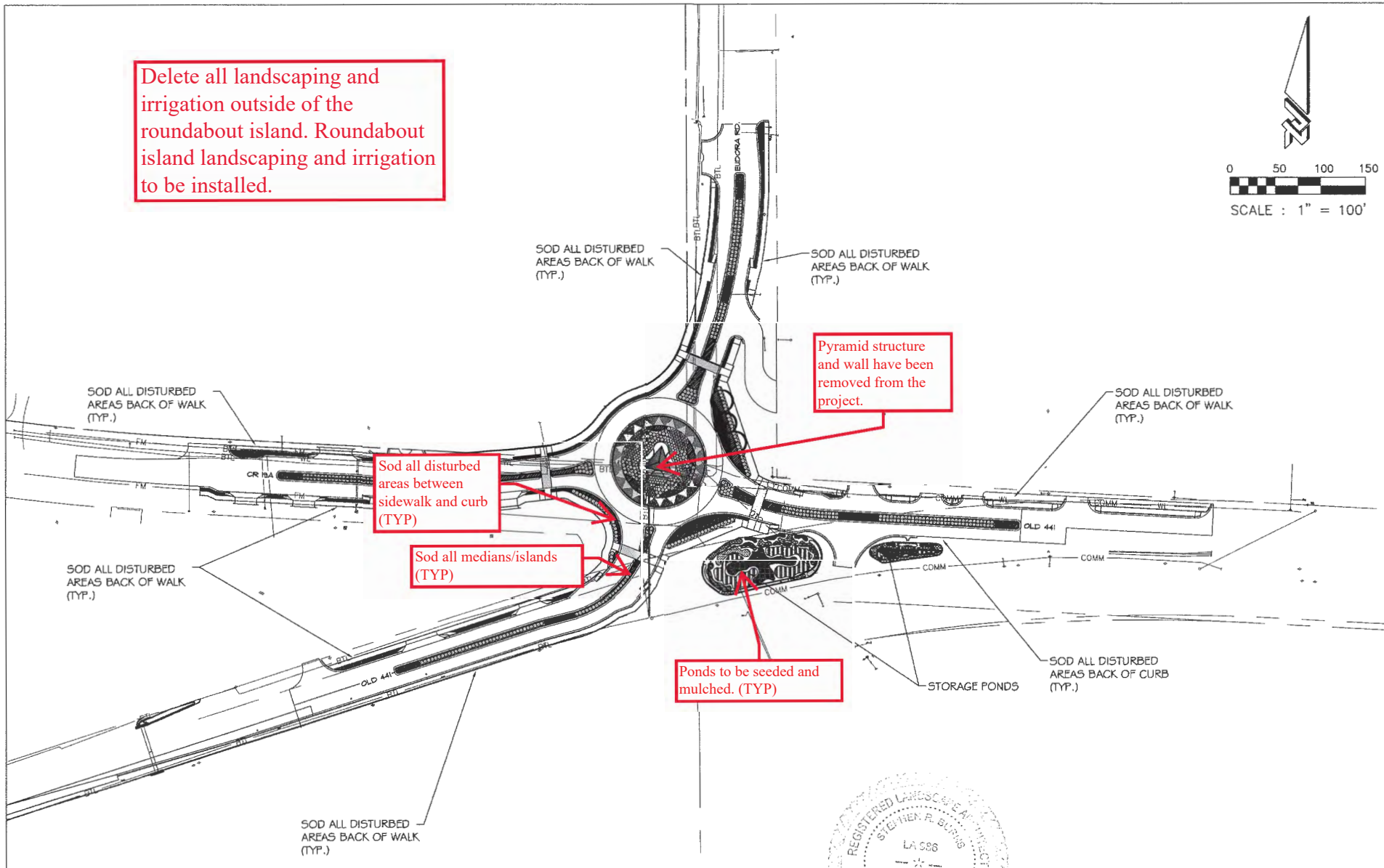
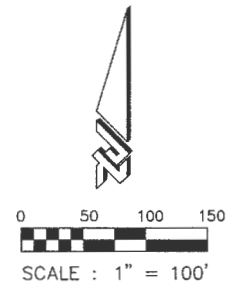
FOR THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
CLICK ON THE "STANDARD SPECIFICATIONS" LINK AT THE FOLLOWING WEB
SITE:
[HTTP://WWW.FDOT.GOV/PROGRAMMANAGEMENT/IMPLEMENTED/SPECBOOKS](http://WWW.FDOT.GOV/PROGRAMMANAGEMENT/IMPLEMENTED/SPECBOOKS)

REVISIONS	DATE	 300 Interchange Blvd., Suite C Ormond Beach, Florida 32174 Phone: (386) 677-2482 Fax: (386) 677-2505 FL Certificate of Authorization LC 62	 LAKE COUNTY FLORIDA	 STATE OF SIGNATURE DATE: FEBRUARY 1, 2018 STEPHEN R. BURNS, L.A.S. NO. 986	KEY SHEET	SHEET NO.
						LA1

Steve Burns 2/1/2018 8:58:23 AM R:\16076-Lake County CR 19A Roundabout\FINAL ENGINEERING PLANS\CADDINGS\KEYSheet.dwg

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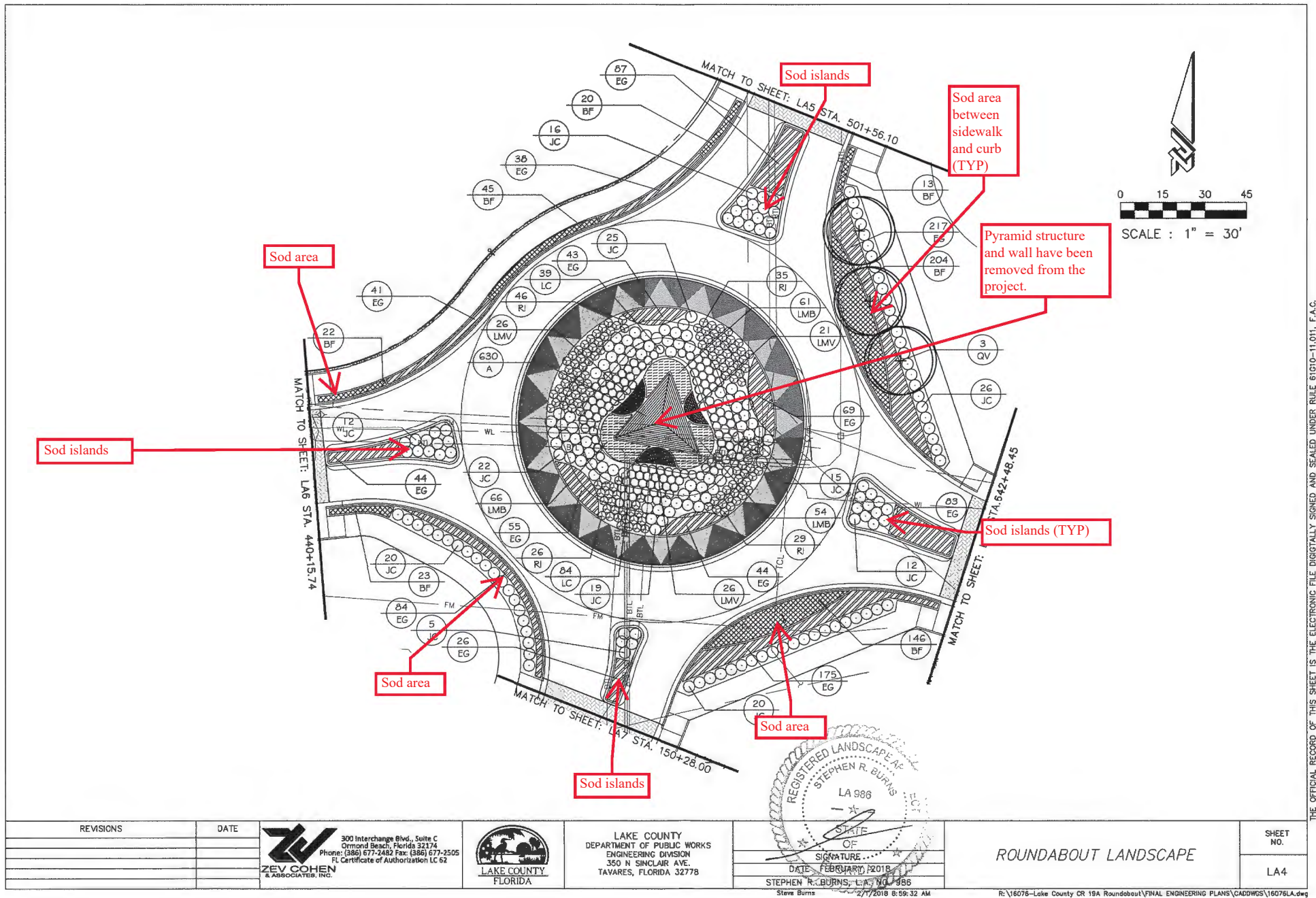
Delete all landscaping and irrigation outside of the roundabout island. Roundabout island landscaping and irrigation to be installed.

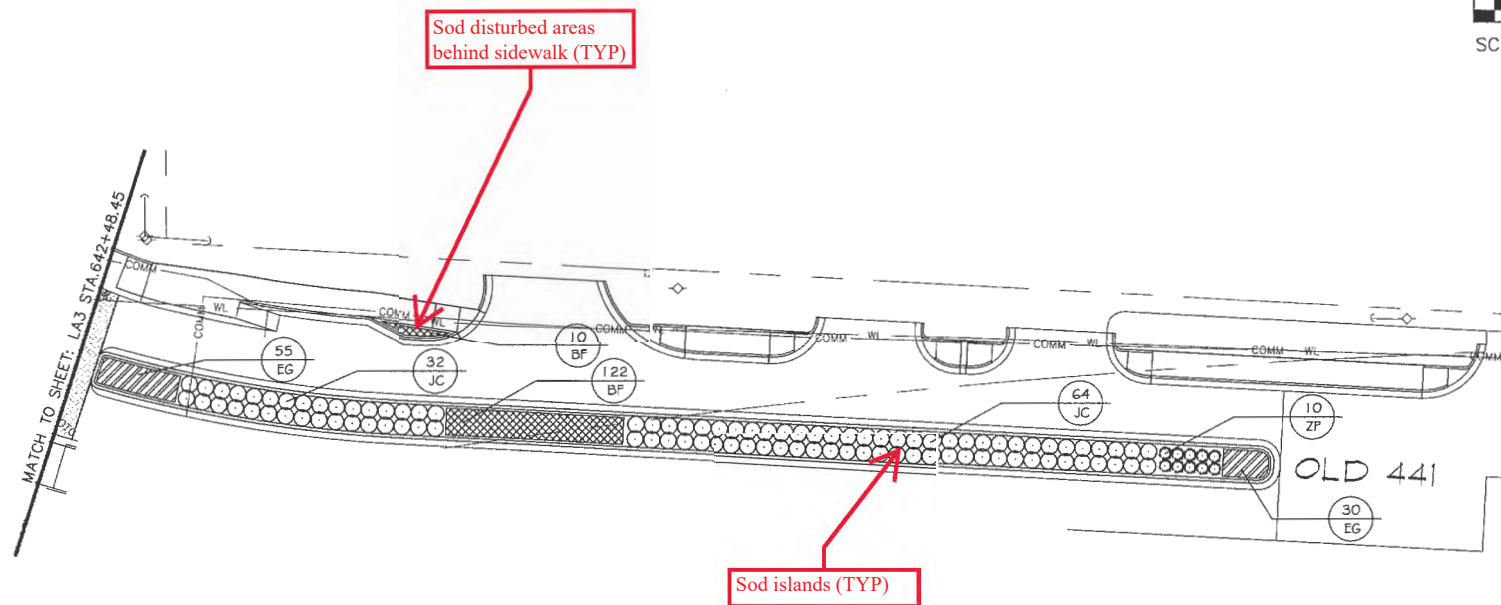
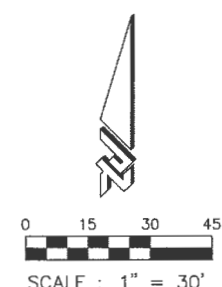


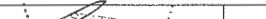
REVISIONS	DATE	 300 Interchange Blvd., Suite C Ormond Beach, Florida 32174 Phone: (386) 677-2482 Fax: (386) 677-2505 FL Certificate of Authorization LC 62 ZEV COHEN A ASSOCIATES, INC.	 LAKE COUNTY FLORIDA	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINCLAIR AVE. TAVARES, FLORIDA 32778	 STATE OF SIGNATURE DATE: FEBRUARY 2018 STEPHEN R. BURNS, L.A. NO. 988 Steve Burns 2/1/2018 8:59:27 AM	OVERALL LAYOUT	SHEET NO. LA3
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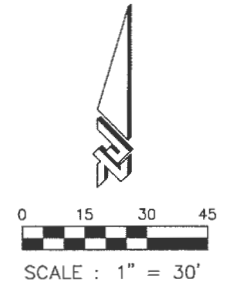
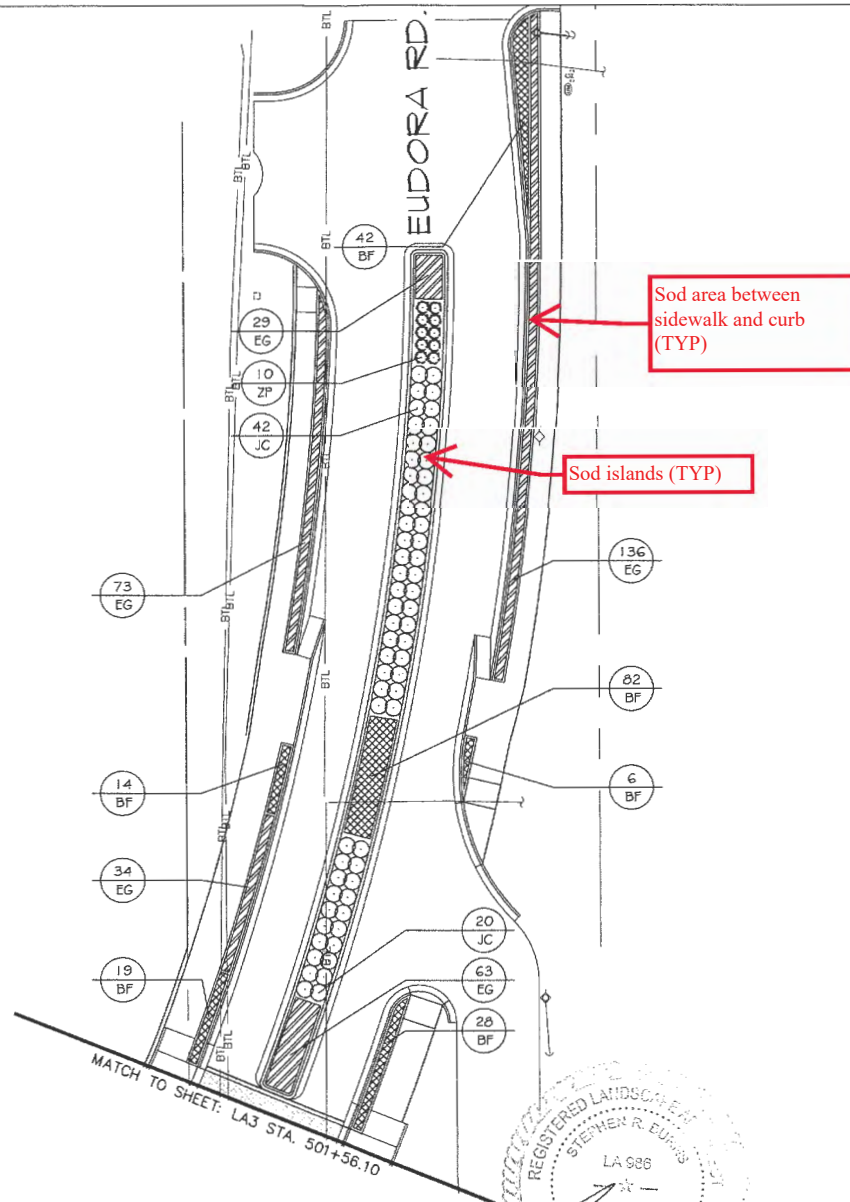
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

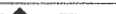




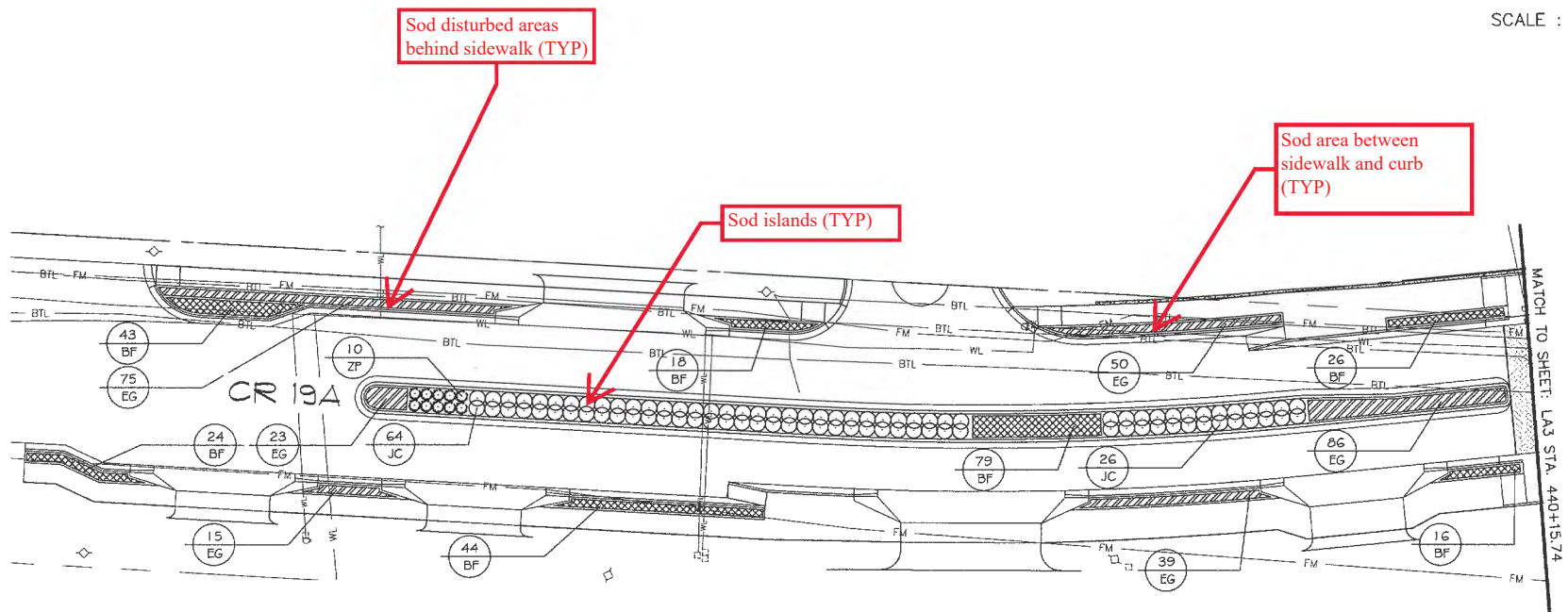
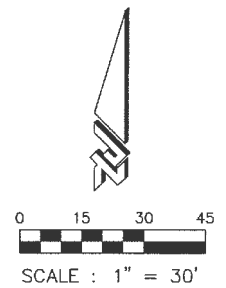
<table><tr><td>REVISIONS</td><td>DATE</td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr></table>		REVISIONS	DATE									 300 Interchange Blvd., Suite C Ormond Beach, Florida 32174 Phone: (386) 677-2482 Fax: (386) 677-2505 FL Certificate of Authorization LC 62  LAKE COUNTY FLORIDA LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINCLAIR AVE. TAVARES, FLORIDA 32778  REGISTERED LANDSCAPE ARCHITECT STATE OF FLORIDA STEPHEN R. BURNS LA 988 DATE OF SIGNATURE DATE FEBRUARY, 2018 STEPHEN R. BURNS, L.A. NO. 988 Steve Burns 2/1/2018 8:59:37 AM CR 441 E LANDSCAPE <table><tr><td>SHEET NO.</td></tr><tr><td>LA5</td></tr></table>	SHEET NO.	LA5
REVISIONS	DATE													
SHEET NO.														
LA5														

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REVISIONS	DATE	 300 Interchange Blvd., Suite C Ormond Beach, Florida 32174 Phone: (386) 677-2482 Fax: (386) 677-2505 FL Certificate of Authorization LC 62	 LAKE COUNTY FLORIDA	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINCLAIR AVE. TAVARES, FLORIDA 32778	 STATE OF SIGNATURE..... DATE: FEBRUARY 2, 2018 STEPHEN R. BURNS, L.A. NO. 986 Steve Burns 2/7/2018 8:59:42 AM	EUDORA ROAD LANDSCAPE	SHEET NO.
R:\18078-Lake County CR 19A Roundabout\FINAL ENGINEERING PLANS\CADD\WS\16076LA.dwg							LA6

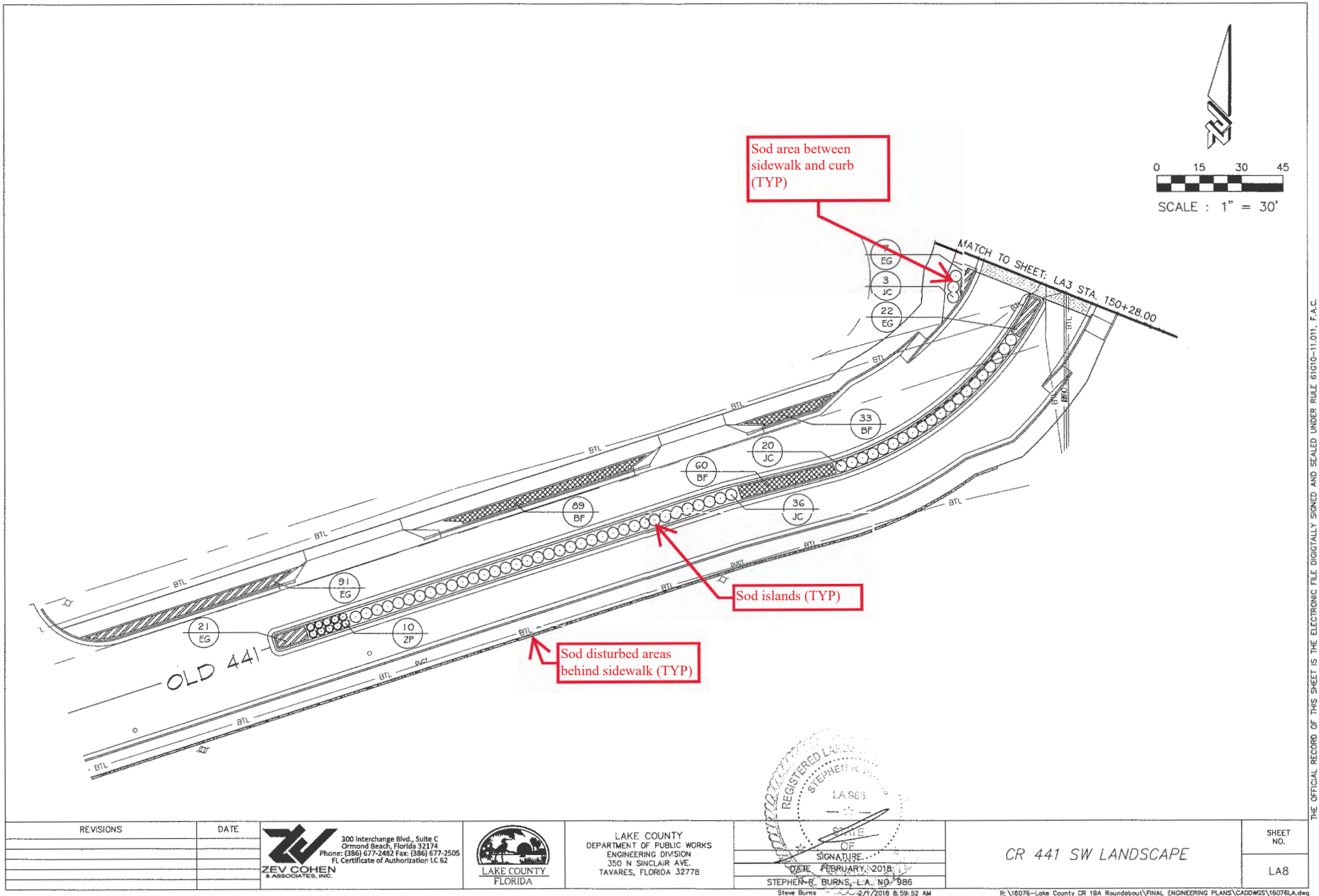
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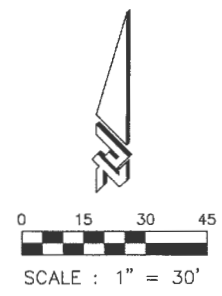
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REVISIONS	DATE																		
SHEET NO.																			
LA7																			

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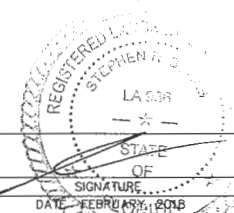
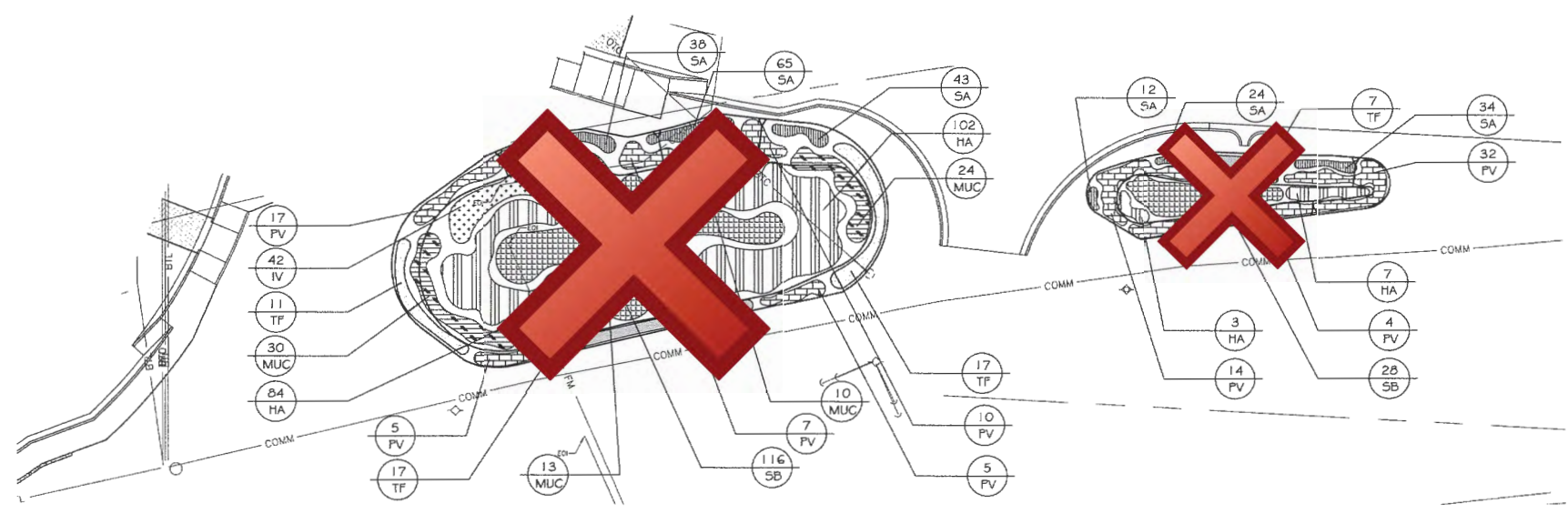
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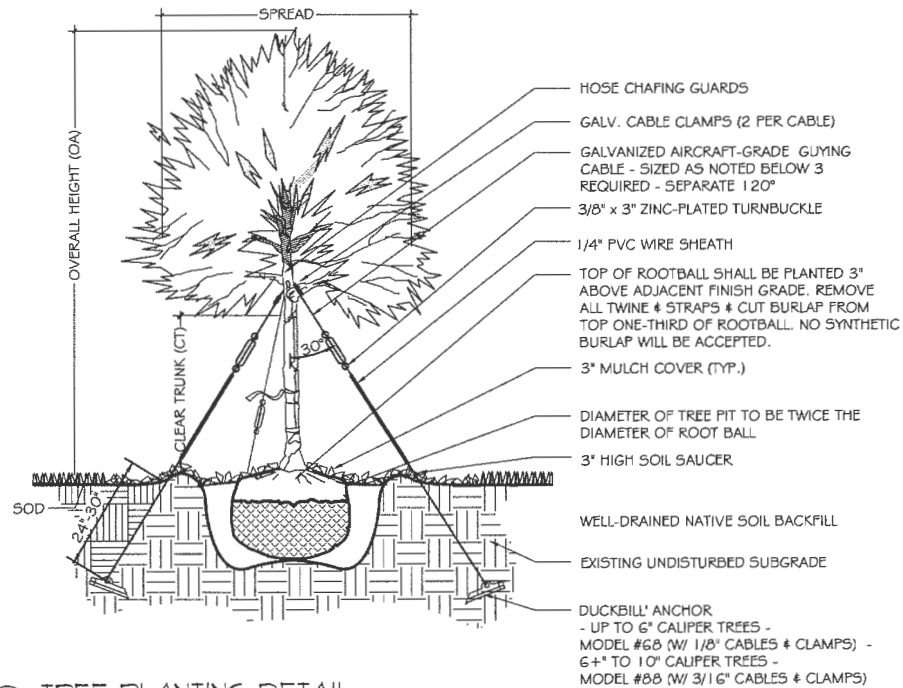


Seed and mulch
pond bottoms.



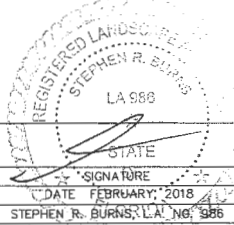
REVISIONS		DATE	 300 Interchange Blvd., Suite C Ormond Beach, Florida 32174 Phone: (386) 677-2482 Fax: (386) 677-2505 FL Certificate of Authorization LC 62 ZEV COHEN & ASSOCIATES, INC.	 LAKE COUNTY FLORIDA	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINCLAIR AVE. TAVARES, FLORIDA 32778	 STATE OF SIGNATURE DATE: FEBRUARY 1, 2018 STEPHEN R. BURNS, L.A. NO. 1986 Steve Burns	POND LANDSCAPE	SHEET NO.
					LA9			

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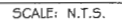
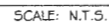
1 TREE PLANTING DETAIL

SCALE: N.T.S.

REVISIONS	DATE	 300 Interchange Blvd., Suite C Ormond Beach, Florida 32174 Phone: (386) 677-2482 Fax: (386) 677-2505 FL Certificate of Authorization LC 62	 LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N. SINCLAIR AVE. TAVARES, FLORIDA 32778	 REGISTERED LANDSCAPE ARCHITECT STEPHEN R. BURNS LA 988 STATE DATE FEBRUARY, 2018 STEPHEN R. BURNS, L.A. NO. 988 Steve Burns 2/1/2018 9:00:02 AM	LANDSCAPE DETAILS	SHEET NO. LA10
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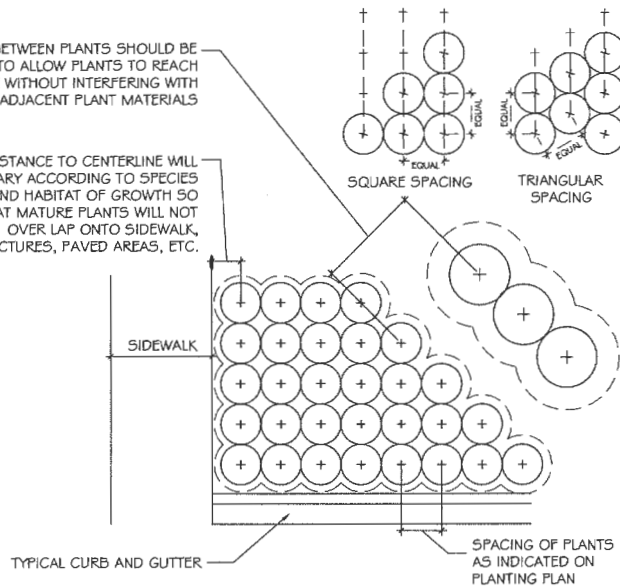
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Page 168 of 709

DISTANCE BETWEEN PLANTS SHOULD BE FAR ENOUGH TO ALLOW PLANTS TO REACH MATURE SIZE WITHOUT INTERFERING WITH GROWTH OF ADJACENT PLANT MATERIALS

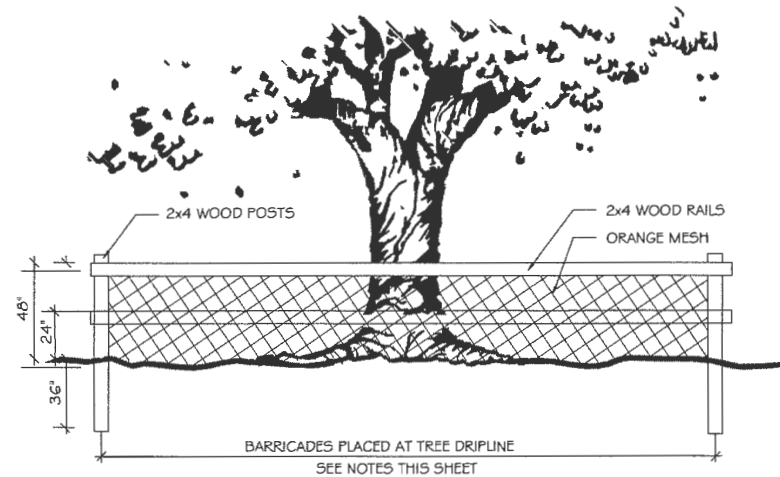
DISTANCE TO CENTERLINE WILL VARY ACCORDING TO SPECIES AND HABITAT OF GROWTH SO THAT MATURE PLANTS WILL NOT OVER LAP ONTO SIDEWALK, STRUCTURES, PAVED AREAS, ETC.



NOTE: IN MOST CASES, TRIANGULAR SPACING IS PREFERRED. USE SQUARE SPACING ONLY IN SMALL RECTILINEAR AREAS.

4 PLANT SPACING DETAIL

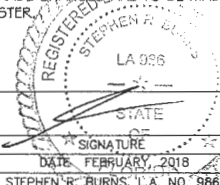
SCALE: N.T.S.



5 TREE PROTECTION BARRICADE DETAIL

SCALE: N.T.S.

1. PROTECT DESIGNATED EXISTING TREES SCHEDULED TO REMAIN AGAINST:
 - UNNECESSARY CUTTING, BREAKING, OR SKINNING OF ROOTS
 - SKINNING AND BRUISING OF BARK
 - SMOTHERING OF TREES BY STOCKPILING CONSTRUCTION OR EXCAVATION MATERIALS WITHIN DRIP-LINE
 - FOOT OR VEHICULAR TRAFFIC
 - PARKING VEHICLES WITHIN DRIP-LINE
2. ERECT TEMPORARY WOODEN BARRICADES AS SHOWN ON THIS SHEET. BEFORE COMMENCEMENT OF ANY SITE CLEARING OR GRADING. FENCE TO BE 4' HIGH MINIMUM WITH 2 X 4 POSTS AND 2-2X4 RAILS AT 2' AND 4' ABOVE GRADE AND SHALL BE SET DEEP ENOUGH IN THE GROUND TO BE STABLE WITHOUT ADDITIONAL SUPPORT. ALL FENCING SHOULD BE A MINIMUM CLEAR DISTANCE OF 6' FROM THE FACE OF ANY TREES 12" DBH AND UNDER AND SHALL FULLY ENCLOSE ALL TREES SCHEDULED TO REMAIN. NOTHING SHALL BE PLACED INSIDE OF PROTECTIVE BARRICADES, INCLUDING BUT NOT LIMITED TO CONSTRUCTION MATERIAL, ACHINERY, CHEMICALS, OR TEMPORARY SOIL DEPOSITS. ON TREES LARGER THAN 12" DBH, BARRICADES SHALL BE NO CLOSER THAN 10' FROM FACE OF TREE. WHEN PAVING, EXCAVATION, OR HARDSCAPE MUST BE DONE WITHIN BARRICADES, BARRICADES SHALL BE MOVED BACK TO A SECONDARY LOCATION AT EDGE OF WORK. EXTRA CARE MUST BE TAKEN AT THIS TIME BY THE CONTRACTOR TO ENSURE THAT NO DAMAGE TO THE TREE OCCURS.
3. PROVIDE WATER TO TREES AS REQUIRED TO MAINTAIN THEIR HEALTH DURING CONSTRUCTION WORK.
4. NO GRADE CHANGES ARE TO BE MADE WITHIN THE BARRICADES WITHOUT PRIOR APPROVAL OF THE COUNTY FORESTER.

REVISIONS	DATE	 300 Interchange Blvd., Suite C Ormond Beach, Florida 32174 Phone: (386) 677-2482 Fax: (386) 677-2505 FL Certificate of Authorization LC 62	 LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINCLAIR AVE. TAVARES, FLORIDA 32778	 REGISTERED PROFESSIONAL ENGINEER STATE OF FLORIDA SIGNATURE DATE: FEBRUARY, 2018 STEPHEN R. BURNS, L.A. NO. 986 Steve Burns 2/1/2018 9:00:12 AM	LANDSCAPE DETAILS	SHEET NO.
						LA12

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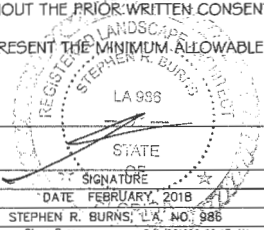
Only the landscaping
in the center island of
the roundabout to
remain. All others to
be deleted.

PLANT SCHEDULE

SYMB.	QUAN.	SCIENTIFIC NAME	COMMON NAME	SIZE & SPACING
TREES				
QV	3	QUERCUS VIRGINIANA 'HIGHRISE'	HIGHRISE OAK	100 GAL., 4" CAL., 14' HT.
SHRUBS, GROUNDCOVERS, AND VINES				
A	630	ANNUALS	SEASONAL	4" POTS, 12" OC.
BF	1228	BULBINE FRUTESCENS 'HALLMARK'	ORANGE BULBINE	1 GAL., 12" HT. X 12" SPRD., FULL, 18" O.C.
EG	1855	EVOLVULUS GLOMERATUS 'BLUE MY MIND'	BLUE DAZE	1 GAL., 8" HT. X 8" SPRD., 18" O.C.
HA	196	HELIANTHUS ANGUSTIFOLIUS	SWAMP SUNFLOWER	1 GAL., 10" HT. X 10" SPRD., FULL, 36" O.C.
IV	42	IRIS VIRGINICA	BLUE FLAG IRIS	3" POTS, 6" HT. X 6" SPRD., FULL, 30" O.C.
JC	499	JUNIPERUS CONFERTA 'BLUE PACIFICA'	BLUE PACIFIC SHORE JUNIPER	3 GAL., 18" HT. X 18" SPRD., FULL, 30" O.C.
LC	123	LOROPETALUM CHINENSE 'PEACK' PP18441	PURPLE PIXIE DWARF WEEPING LOROPETALUM	3 GAL., 18" HT. X 15" SPRD., FULL, 36" O.C.
LMB	181	LIRIOPE MUSCARI 'BIG BLUE'	WIDE LEAF EVERGREEN GIANT	1 GAL., 10-12 PPP, 12" HT., 18" O.C.
LMV	73	LIRIOPE MUSCARI 'VARIEGATA'	VARIEGATED LIRIOPE	1 GAL., FULL, 18" O.C.
MUC	77	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	1 GAL., 10" HT. X 10" SPRD., 30" O.C.
PV	94	PANICUM VIRGATUM	HEAVY METAL PANICUM	1 GAL., 12" HT. X 12" SPRD., FULL, 36" O.C.
RI	136	RAPHIOLEPIS INDICA 'ALBA'	WHITE INDIAN HAWTHORN	3 GAL., 15" HT. X 15" SPRD., 36" O.C.
SA	216	SISYRINCHIUM ANGUSTIFOLIUM	BLUE-EYED GRASS	1 GAL., 6" SPD. X 12" HT., FULL, 12" O.C.
SB	144	SPARTINA BAKERI	SAND CORDGRASS	1 GAL., 24" HT. X 18" SPRD., FULL, 36" O.C.
TF	52	TRIPSACUM FLORIDANUM	DWARF FAKAHATCHEE/FLORIDA GAMAGRASS	3 GAL., 24" HT. X 18" SPRD., FULL, 30" O.C.
ZP	40	ZAMIA FLORIDANA (ZAMIA PUMILA)	COONTIE	3 GAL., 24" HT. X 18" SPRD., FULL, 36" O.C.

LANDSCAPE SPECIFICATIONS

- FLORIDA #1:** ALL PLANT MATERIAL SHALL BE GRADE FLORIDA NO. 1 OR BETTER IN QUALITY AS DESIGNATED IN THE MOST RECENT PUBLICATION OF "GRADES AND STANDARDS FOR NURSERY PLANTS", PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
- EXISTING PLANTS:** IF EXISTING LANDSCAPING INTERFERES WITH PROPOSED PLANTINGS SHOWN ON PLAN, THE EXISTING LANDSCAPING IS TO BE REMOVED IN FAVOR OF THE NEW PLANTINGS, UNLESS OTHERWISE INDICATED. IF THE EXISTING VEGETATION IS INTENDED TO REMAIN, THE PROPOSED LANDSCAPING SHALL BE LOCATED AS CLOSE AS POSSIBLE TO ITS INTENDED LOCATION.
- MULCH:** ALL PLANTING BEDS SHALL BE TOP DRESSED WITH 3" PINE BARK MULCH, GRADE "B" OR APPROVED EQUAL.
- SOD:** SOD SHALL BE ARGENTINE BAHIA UNLESS OTHERWISE SPECIFIED ON THE PLANS AS 'FLORATAM' ST. AUGUSTINE GRASS. ALL SOD SHALL BE ROLLED. CONTRACTOR TO SOD ALL AREAS THAT ARE DISTURBED BY CONSTRUCTION RELATED ACTIVITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THE SOD IS FREE OF WEEDS UPON INSTALLATION AND FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD. SOD QUANTITY TAKEOFFS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
- QUANTITIES:** IN THE EVENT OF A VARIATION BETWEEN THE QUANTITIES SHOWN ON THE PLANT LIST AND THE ACTUAL QUANTITY OF PLANTS SHOWN ON THE PLAN, THE PLAN SHALL CONTROL.
- UNFORESEEN CONFLICTS:** CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY PORTION OF THE LANDSCAPE PLAN AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNFORESEEN OBSTRUCTIONS, GRADE DIFFERENCES, STANDING WATER, SOIL CONDITIONS OR OTHER CONFLICTS EXIST. SUCH UNFORESEEN CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
- SUBSTITUTIONS:** NO SUBSTITUTIONS OR VARIATIONS OF ANY PLANT MATERIAL OR ITS INSTALLED LOCATION WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN CONSENT OF THE OWNER'S REPRESENTATIVE.
- CONTAINERS:** IF GALLONAGE FOR PLANTS OR TREES IS SHOWN THEY SHALL BE CONTAINER GROWN AND THE SIZE SHOWN SHALL REPRESENT THE MINIMUM ALLOWABLE GALLONAGE. IN ALL CASES THE PLANT SPECIFIED SIZE SHALL GOVERN OVER THE GALLONAGE INDICATED.

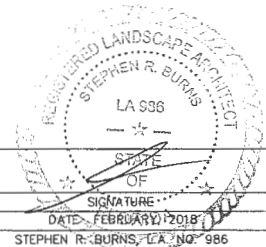
REVISIONS	DATE	 300 Interchange Blvd., Suite C Ormond Beach, Florida 32174 Phone: (386) 677-2482 Fax: (386) 677-2505 FL Certificate of Authorization LC 62	 LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N. SINCLAIR AVE. TAVARES, FLORIDA 32778	 STATE OF FLORIDA REGISTERED LANDSCAPE ARCHITECT STEPHEN R. BURNS LA 998 DATE: FEBRUARY 2018 SIGNATURE: STEPHEN R. BURNS Steve Burns 2/1/2018 9:00:17 AM	LANDSCAPE NOTES	SHEET NO. LA13
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LANDSCAPE SPECIFICATIONS (CONT.)

9. **PLANTING SOIL:** CONTRACTOR SHALL VERIFY THAT SOIL CONDITIONS ARE SUITABLE TO THE PLANT SPECIES SPECIFIED. CONTRACTOR SHALL REMOVE UNSUITABLE SOIL AND REPLACE IT WITH SUITABLE SOIL TO A MINIMUM DEPTH OF 18". THE CONTRACTOR SHALL REMOVE LIME ROCK, CONCRETE AND OTHER DELETERIOUS DEBRIS FROM PLANTING BEDS. IF DEBRIS IS INTEGRATED IN THE SOIL, THE SOIL MUST BE EXCAVATED AND REPLACED WITH SUITABLE SOIL. ALL FILL TO BE PLACED IN LANDSCAPE AREAS MUST HAVE A pH RANGE BETWEEN 5.8 AND 7.5, BE ORGANIC IN NATURE, AND BE FREE OF ROCKS AND DEBRIS.
10. **TOPSOIL:** TOPSOIL MATERIAL, IF REQUIRED, SHALL BE FREE FROM ALL HARD CLODS, WEEDS, STONES OVER 1" IN DIAMETER, CLAY, HARD PAN, NOXIOUS PLANTS, SOD, INSECTS, OR OTHER UNDESIRABLE PLANTS, SEEDS, OR MATERIAL WHICH MAY BE HARMFUL FOR GROWTH.
11. **WEEDS:** IF WEEDS ARE PRESENT, THE CONTRACTOR SHALL SPRAY PLANTING AND SOD AREAS WITH GLYPHOSATE PRIOR TO THE INSTALLATION OF PROPOSED PLANT MATERIAL AND MULCH COVER. AFTER PLANT INSTALLATION, AND PRIOR TO MULCHING, THE CONTRACTOR SHALL APPLY A GRANULAR PRE-EMERGENT HERBICIDE, LABELED SAFE FOR THE PROPOSED PLANTS, AND SHALL WATER THE PRODUCT IN, AS DIRECTED, USING OVERHEAD IRRIGATION. ALL PRODUCTS SHALL BE APPLIED ACCORDING TO LABEL DIRECTIONS. CONTRACTOR SHALL BE RESPONSIBLE TO KEEP BEDS AND SOD FREE OF WEEDS FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD.
12. **GRADING:** UNLESS OTHERWISE STATED ON THESE PLANS, THE LANDSCAPE CONTRACTOR SHALL FINE GRADE ALL AREAS TO BE PLANTED AND SODDED IN ORDER TO ELIMINATE BUMPS AND DEPRESSIONS. FINE GRADING SHALL BE DEFINED AS THE FINAL 2" OF GRADE TO BE ACHIEVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND REGRADING WASHOUT AREAS CAUSED BY EROSION UNTIL FINAL ACCEPTANCE OF THE PROJECT.
13. **STAKING:** ALL TREES ARE TO BE STAKED ACCORDING TO THE DETAILS IN THESE PLANS. IF THE CONTRACTOR PREFERENCES TO USE OTHER STAKING METHODS THAN SHOWN IN THE DETAILS, HE OR SHE MUST SUBMIT PROPOSED STAKING DETAILS TO THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION. THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN, REPAIR, AND/OR REPLACE ANY PLANTS DAMAGED BY FAILURE TO PROPERLY STAKE OR GUY ANY TREES & PALMS ON SITE, AT THEIR OWN EXPENSE.
14. **BED LINES:** CURVILINEAR LANDSCAPE BEDS ARE TO BE EDGED WITH SMOOTH FLOWING CURVES. STRAIGHT-LINE LANDSCAPE BEDS ARE TO BE EDGED IN A STRAIGHT LINE PARALLEL TO PARKING LOTS AND STRUCTURES UNLESS DESIGNED OTHERWISE.
15. **FERTILIZER:** OSMOCOTE SLOW RELEASE FERTILIZER OR EQUIVALENT SHALL BE APPLIED TO ALL TREE, SHRUB, AND GROUND COVER PLANTING AREAS AT THE RATE OF THREE (3) TABLESPOONS PER 2 S.F. OF PLANTING AREA.
16. **DRAINAGE:** THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THIS WORK DOES NOT INTERRUPT EXISTING OR PROPOSED DRAINAGE PATTERNS AND SHALL NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHALL A CONFLICT ARISE. CONTRACTOR IS RESPONSIBLE FOR ALL LANDSCAPE/SOD AREAS TO PROPERLY DRAIN AWAY FROM BUILDINGS/STRUCTURES.
17. **SPECIFICATIONS:** THE OWNER SHALL BE PERMITTED THE RIGHT DURING INSTALLATION, TO REJECT ANY AND ALL PLANT MATERIAL AND WORKMANSHIP WHICH IN HIS OR HER OPINION DOES NOT MEET THE REQUIREMENTS OF THESE SPECIFICATIONS.
18. **TURNOVER:** CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE FOR A TURNOVER DATE TO INCLUDE A WALK-THROUGH AND ACCEPTANCE OF WORK. ANY WORK DEEMED UNACCEPTABLE SHALL BE CORRECTED IMMEDIATELY AND RE-INSPECTED AS SCHEDULED.
19. **MAINTENANCE:** CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE TO BEGIN AFTER EACH PLANT HAS BEEN INSTALLED AND SHALL CONTINUE 90 DAYS AFTER FINAL WRITTEN ACCEPTANCE BY THE OWNER. MAINTENANCE SHALL INCLUDE WATERING, PRUNING, WEEDING, MULCHING, MOWING, REPLACEMENT OF SICK OR DEAD PLANTS, AND ANY OTHER CARE NECESSARY IN ORDER TO MAINTAIN PROPER PLANT HEALTH AND SOIL MOISTURE CONTENT.
20. **GUARANTEE:** CONTRACTOR SHALL GUARANTEE ALL INSTALLED PLANT MATERIAL FOR ONE (1) CALENDAR YEAR STARTING FROM THE TURNOVER DATE FOR WORK FOUND ACCEPTABLE. ANY CORRECTED WORK SHALL HAVE A PROPORTIONAL EXTENSION OF WARRANTY ONCE APPROVED. ANY SICK OR DEAD MATERIAL SHALL BE REPLACED IMMEDIATELY. THE LANDSCAPE CONTRACTOR SHALL NOT BE RESPONSIBLE TO HONOR ANY WARRANTY FOR THE LOSS OF ANY PLANT MATERIAL CAUSED BY FLOODING, FIRE, FREEZING TEMPERATURES, WINDS OVER 50 MPH, LIGHTNING, ANY OTHER NATURAL DISASTER, OR ANY LOSS/DAMAGE CAUSED BY VANDALISM OR NEGLIGENCE ON THE PART OF THE OWNER.
21. **CALL BEFORE YOU DIG:** CONTRACTOR SHALL NOTIFY SUNSHINE 811 AND HAVE UTILITIES LOCATED, PRIOR TO DIGGING, BY CALLING 811. CONTRACTOR SHALL NOT PLANT TREES WITHIN 3' OF AN UNDERGROUND UTILITY, EITHER AS LOCATED OR AS SHOWN ON THE PLAN, WITHOUT FIRST OBTAINING WRITTEN PERMISSION FROM OWNER'S REPRESENTATIVE.

IRRIGATION NOTES

1. AN AUTOMATIC TIME CONTROLLED IRRIGATION SYSTEM WITH A RAIN SENSOR SHALL BE INSTALLED TO PROVIDE 100% HEAD TO HEAD COVERAGE OF ALL NEW PLANTINGS.

REVISIONS 	DATE 	 300 Interchange Blvd., Suite C Ormond Beach, Florida 32174 Phone: (386) 677-2482 Fax: (386) 677-2505 FL Certificate of Authorization LC 62		LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N. SINCLAIR AVE. TAVARES, FLORIDA 32778		LANDSCAPE NOTES 	SHEET NO. LA14
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HARDSCAPE LEGEND

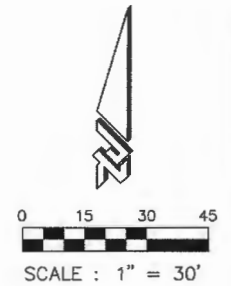
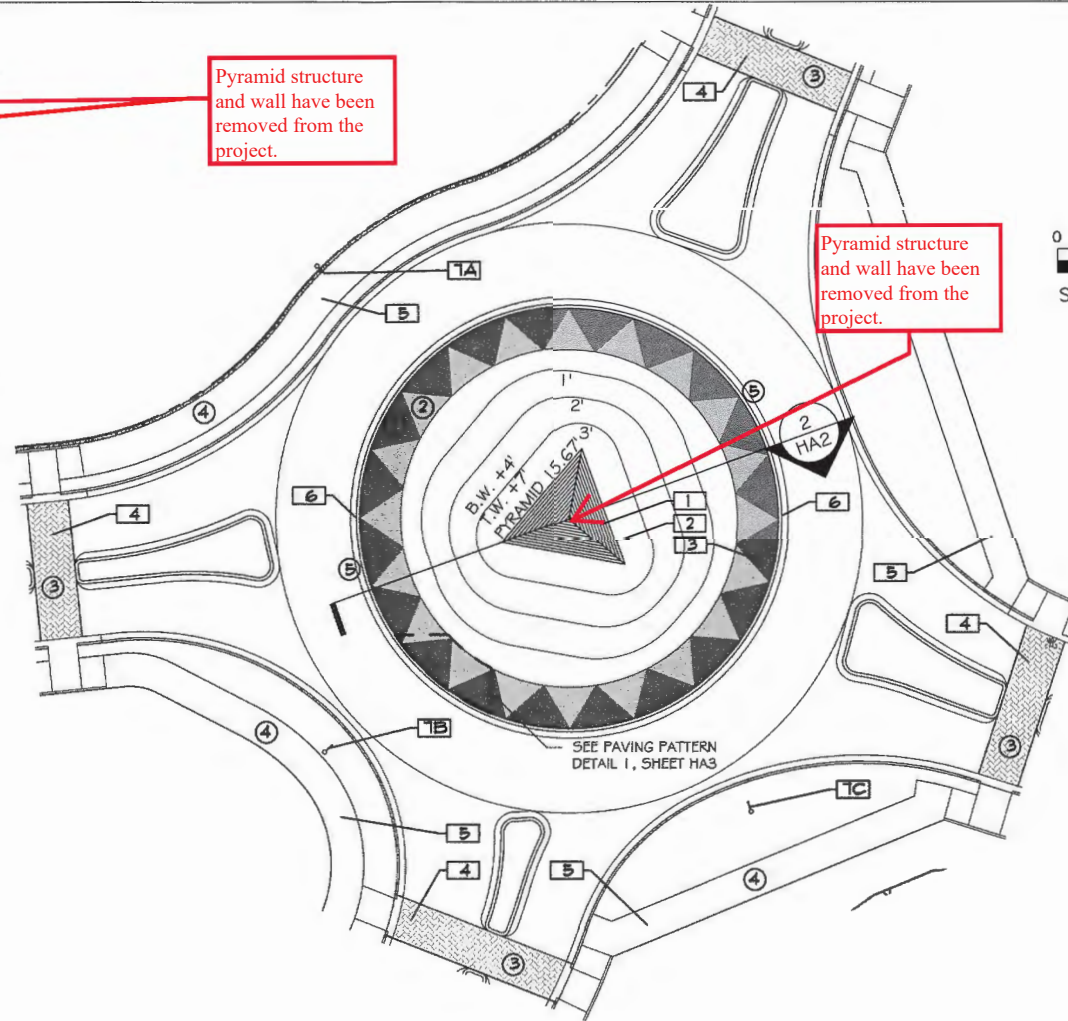
SITE AMENITIES / HARDSCAPE ELEMENTS

- 1 PYRAMID (SEE ELEVATION 1, CROSS SECTION 2, SHEET HA2)
- 2 PYRAMID WALL (SEE ELEVATION 1, SHEET HA2)
- 3 PAVER APRON - (HOLLAND PAVERS - SEE DETAIL 1, SHEET HA3; CIVIL PLANS)
- 4 CONCRETE CROSSWALK - (STAMPED CONCRETE - SEE CIVIL PLANS)
- 5 CONCRETE SIDEWALK - (BRUSHED CONCRETE - SEE CIVIL PLANS)
- 6 CONCRETE CURB & GUTTER - (FDOT TYPE RA - SEE CIVIL PLANS)
- 7 CITY SIGN POLE - (A-EUSTIS, B-TAVARES, C-MOUNT DORA SEE DETAIL 2, SHEET HA3)

HARDSCAPE SURFACE MATERIALS & SPECIFICATIONS

- 1 PRODUCT: HOLLAND STONE 80MM PAVERS
SIZE: 4" X 8" X 3 1/8" THICK
COLOR: GOLD (CUSTOM COLOR)
PATTERN: RUNNING BOND PATTERN
- 2 PRODUCT: HOLLAND STONE 80MM PAVERS
SIZE: 4" X 8" X 3 1/8" THICK
COLOR: CREAM (CUSTOM COLOR)
PATTERN: RUNNING BOND PATTERN
- 3 PRODUCT: INTEGRALLY COLORED STAMPED CONCRETE
THICKNESS: 12" THICK
COLOR: BRICK RED
PATTERN: HERRING BONE
- 4 PRODUCT: BROOM FINISH CONCRETE
THICKNESS: 4" THICK
COLOR: STANDARD CONCRETE
PATTERN: BROOM FINISH
- 5 PRODUCT: INTEGRALLY COLORED CONCRETE
THICKNESS: TYPE RA CURB & GUTTER (SEE CIVIL DRAWINGS)
COLOR: CREAM
PATTERN: BROOM FINISH

NOTE: FOR PAVEMENT BASE DESIGN, SEE CIVIL DRAWINGS



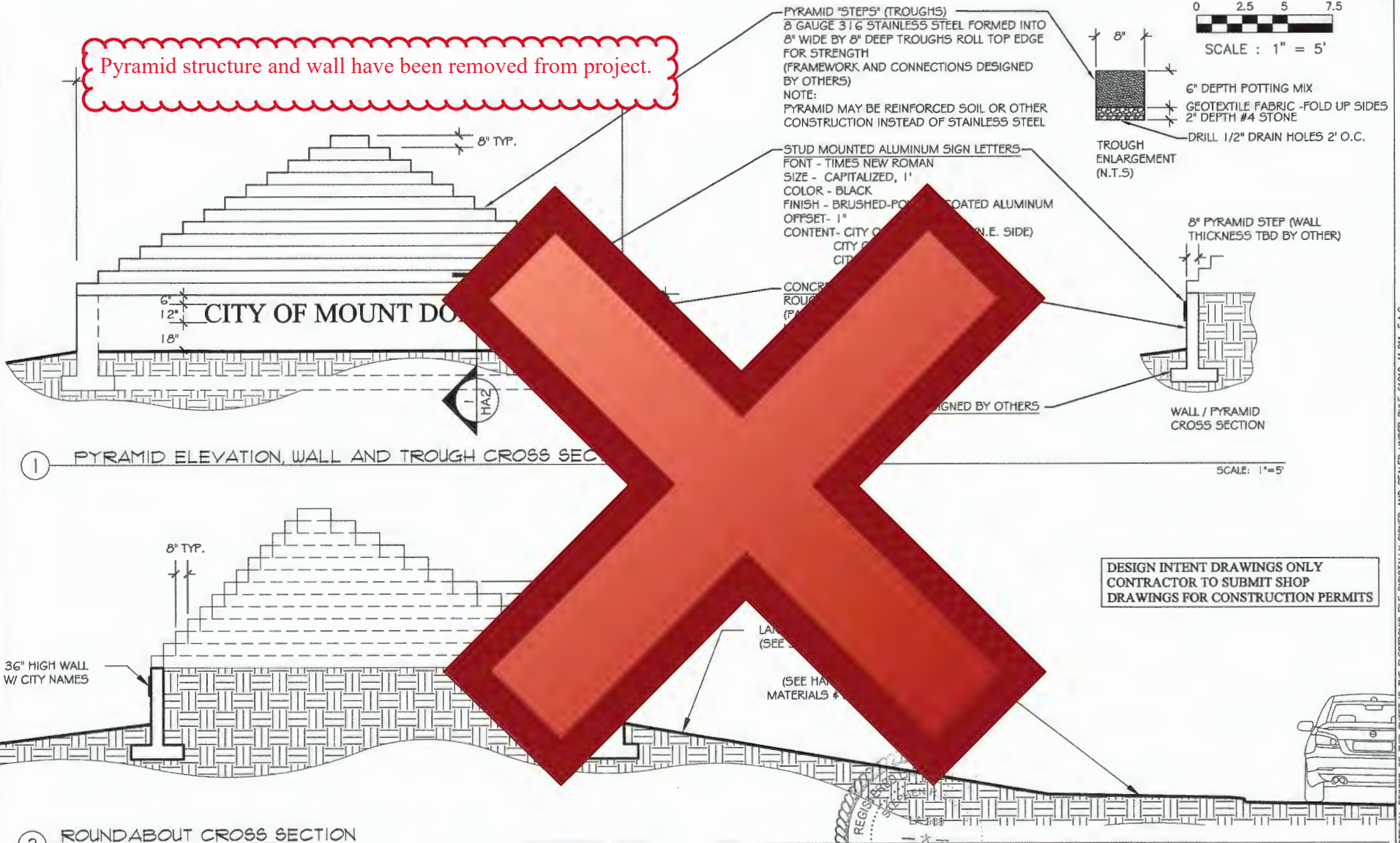
DESIGN INTENT DRAWINGS ONLY
CONTRACTOR TO SUBMIT SHOP
DRAWINGS FOR CONSTRUCTION PERMITS

REVISIONS	DATE	300 Interchange Blvd., Suite C Ormond Beach, Florida 32174 Phone: (386) 677-2482 Fax: (386) 677-2505 FL Certificate of Authorization LC 62	LAKE COUNTY FLORIDA	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINCLAIR AVE. TAVARES, FLORIDA 32778	REGISTERED LANDSCAPE ARCHITECT STEPHEN R. BURNS LA 986 STATE OF FLORIDA DATE FEBRUARY 2018 STEPHEN R. BURNS, LA NO. 986 Steve Burns 2/2/2018 9:00:27 AM	ROUNDABOUT HARDSCAPE	SHEET NO. HA1
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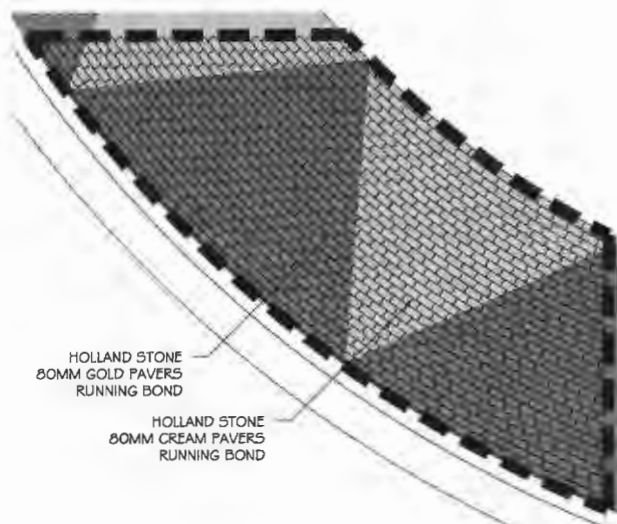
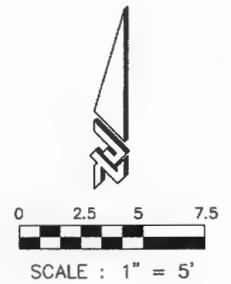
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Pyramid structure and wall have been removed from project.



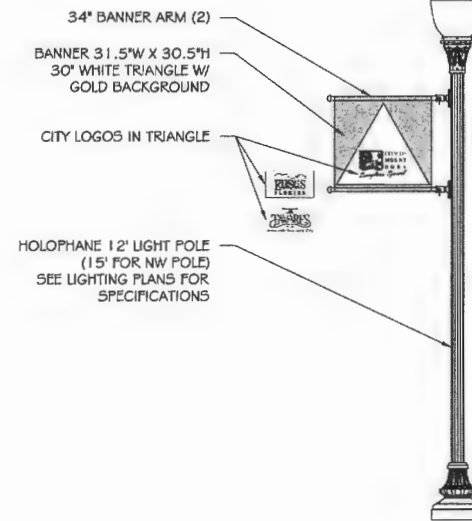
REVISIONS		DATE	 300 Interchange Blvd., Suite C Ormond Beach, Florida 32174 Phone: (386) 677-2482 Fax: (386) 677-2505 FL Certificate of Authorization LC 62	 LAKE COUNTY FLORIDA	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINCLAIR AVE. TAVARES, FLORIDA 32778	 DATE: FEBRUARY 1, 2018 STEPHEN R. BURNS, L.A. NO. 986 Steve Burns 2/1/2018 9:00:33 AM	ROUNDABOUT HARDSCAPE	SHEET NO.	
								HA2	

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① PAVING PATTERN DETAIL

SCALE: 1"=5'



② CITY SIGN POST

SCALE: 1"=5'



DESIGN INTENT DRAWINGS ONLY
CONTRACTOR TO SUBMIT SHOP
DRAWINGS FOR CONSTRUCTION PERMITS

ROUNDAABOUT HARDSCAPE

SHEET
NO.
HA3

REVISIONS	DATE

ZEV COHEN
& ASSOCIATES, INC.
300 Interchange Blvd., Suite C
Ormond Beach, Florida 32174
Phone: (386) 677-2482 Fax: (386) 677-2505
FL Certificate of Authorization LC 62

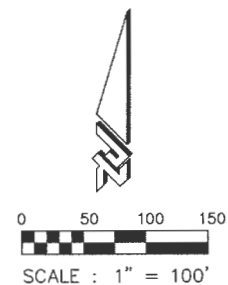


LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
350 N SINCLAIR AVE.
TAVARES, FLORIDA 32778

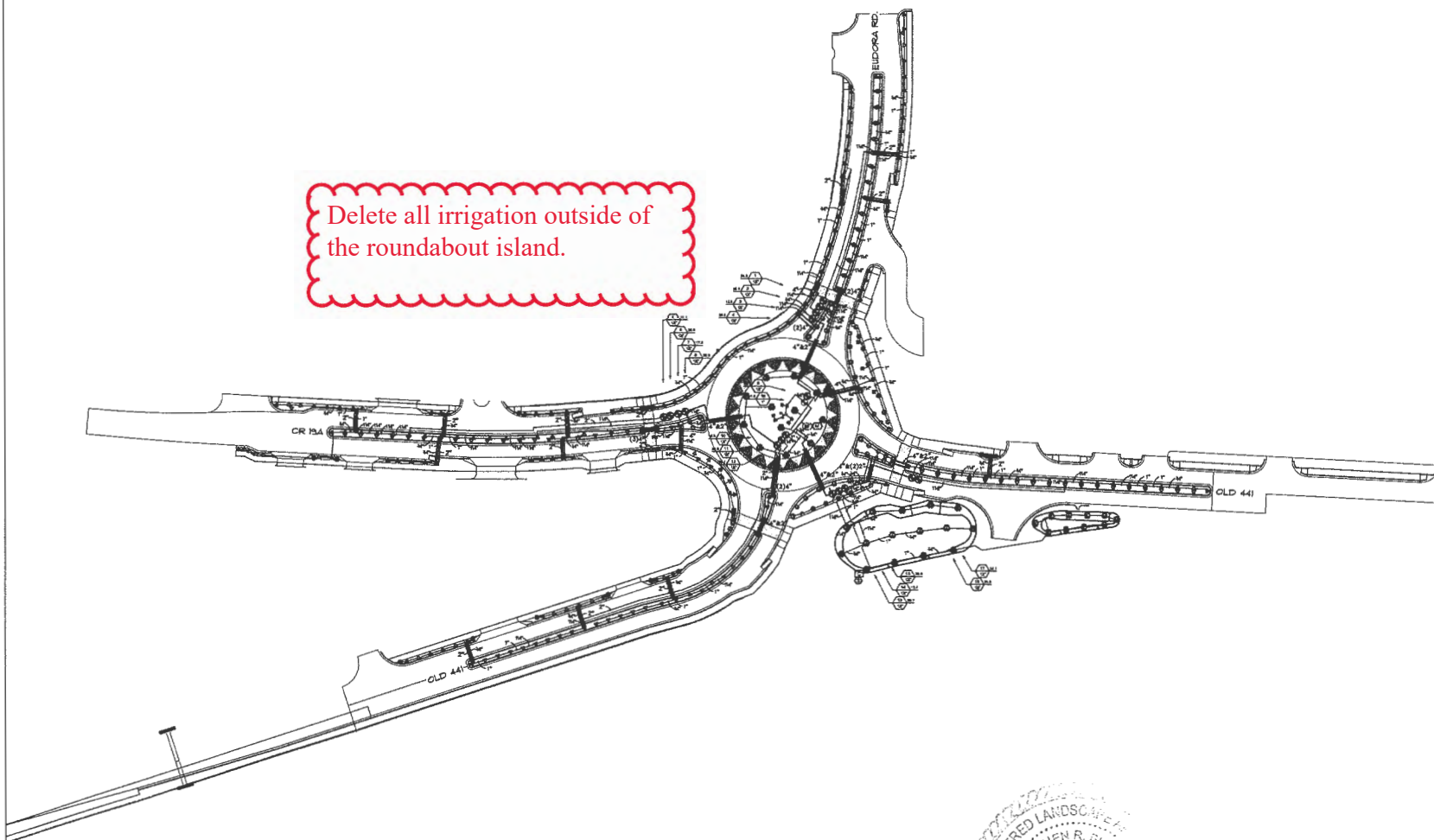
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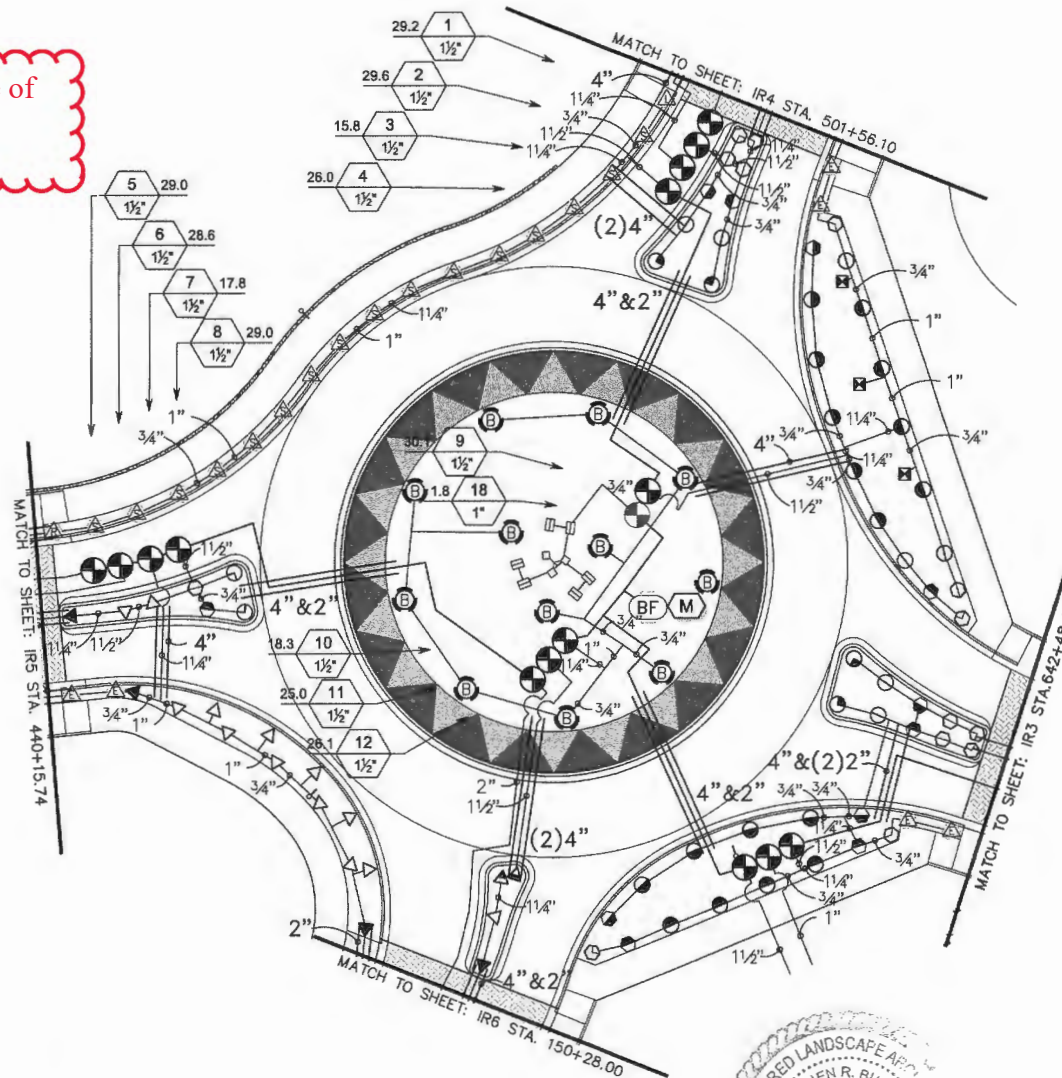


REVISIONS	DATE	 300 Interchange Blvd., Suite C Ormond Beach, Florida 32174 Phone: (386) 677-2482 Fax: (386) 677-2505 FL Certificate of Authorization LC 62	 LAKE COUNTY FLORIDA	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINCLAIR AVE. TAVARES, FLORIDA 32778	 STATE OF SIGNATURE DATE: FEBRUARY 2018 STEPHEN R. BURNS, L.A. NO. 988 Steve Burns 2/7/2018 9:00:49 AM	OVERALL LAYOUT	SHEET NO.
							IR1

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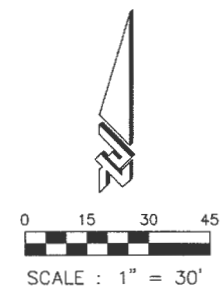
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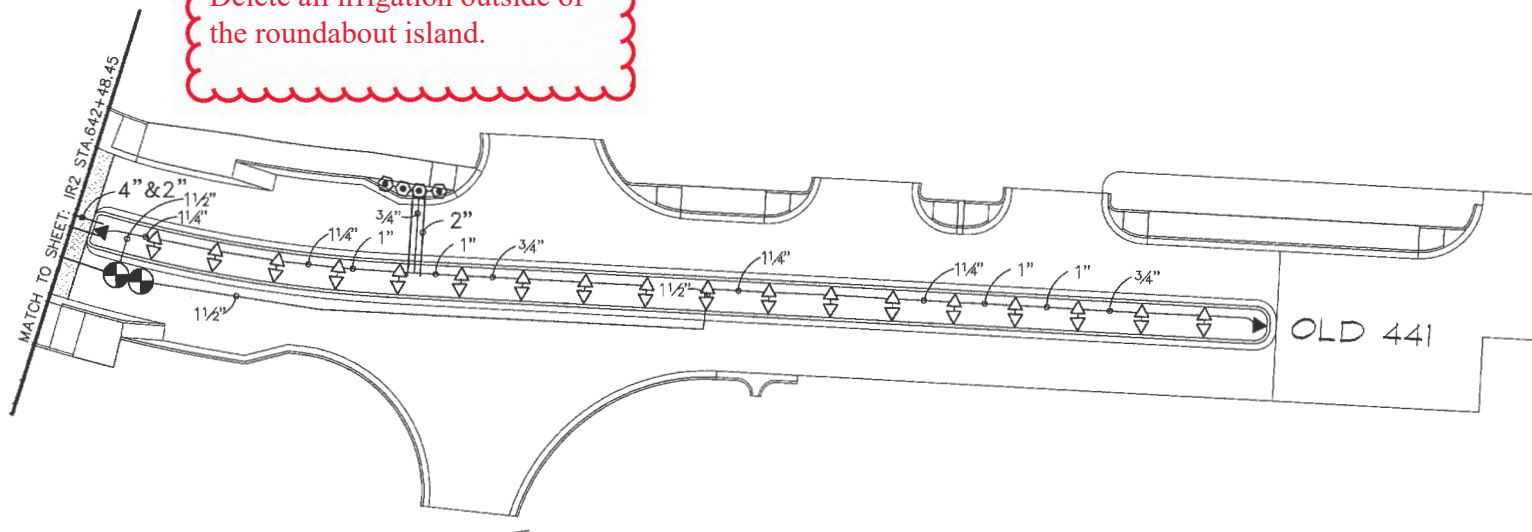


REVISIONS	DATE	 300 Interchange Blvd., Suite C Ormond Beach, Florida 32174 Phone: (386) 677-2482 Fax: (386) 677-2505 FL Certificate of Authorization LC 62	 LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINCLAIR AVE. TAVARES, FLORIDA 32778	 STATE OF SIGNATURE DATE: FEBRUARY 2018 STEPHEN R. BURNS, L.A. NO. 986	ROUNDABOUT IRRIGATION	SHEET NO. IR2
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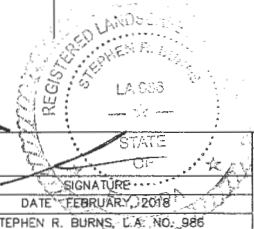
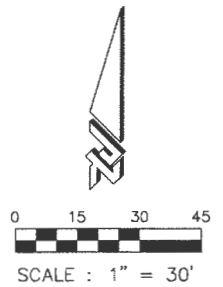
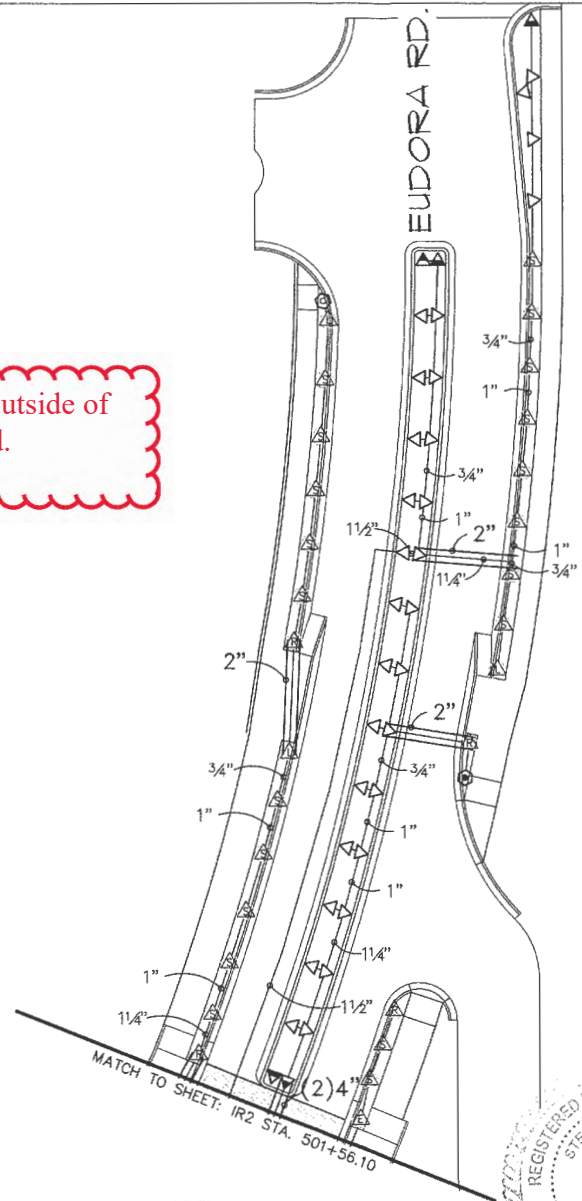
Delete all irrigation outside of the roundabout island.



REVISIONS 	DATE 	 300 Interchange Blvd., Suite C Ormond Beach, Florida 32174 Phone: (386) 677-2482 Fax: (386) 677-2505 FL Certificate of Authorization LC 62	 LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINCLAIR AVE. TAVARES, FLORIDA 32778		CR 441 E IRRIGATION	SHEET NO. IR3
				SIGNATURE DATE: FEBRUARY 2018 STEPHEN R. BURNS, L.A. NO. 9861 Steve Burns 2/1/2018 9:00:57 AM		R:\16078-Lake County CR 19A Roundabout\FINAL ENGINEERING PLANS\CADD\W03\16078IR.dwg

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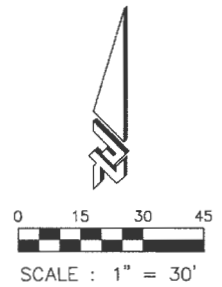
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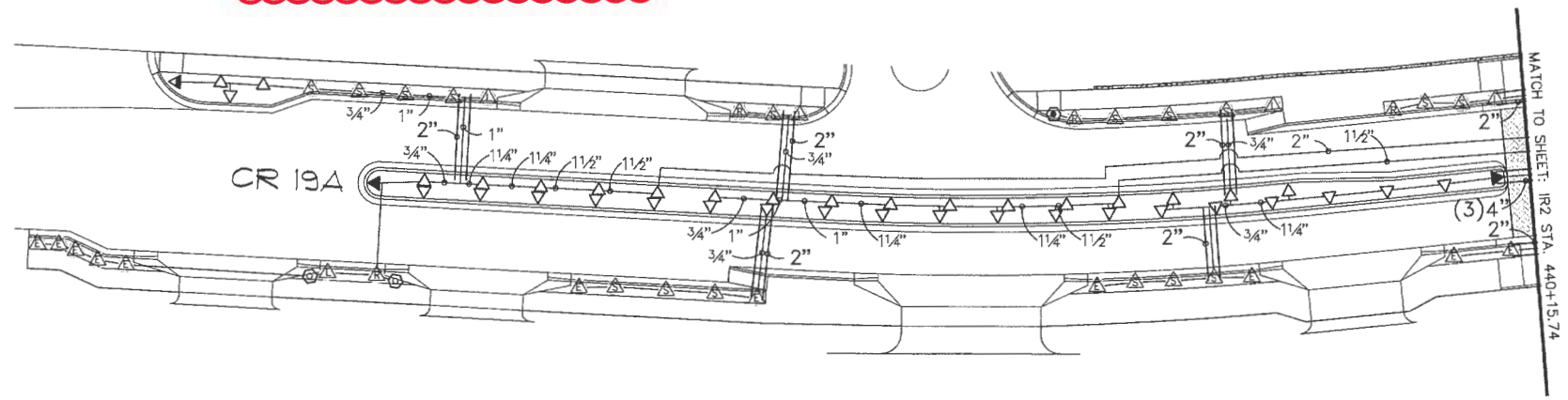
REVISIONS	DATE	 300 Interchange Blvd., Suite C Ormond Beach, Florida 32174 Phone: (386) 677-2482 Fax: (386) 677-2505 FL Certificate of Authorization LC 62	 LAKE COUNTY FLORIDA	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINCLAIR AVE. TAVARES, FLORIDA 32778	REGISTERED LAND SURVEYOR STATE OF FLORIDA SIGNATURE _____ DATE FEBRUARY 2, 2018 STEPHEN R. BURNS, L.A. NO. 986 Steve Burns 2/7/2018 9:01:02 AM	EUDORA ROAD IRRIGATION	SHEET NO. IR4

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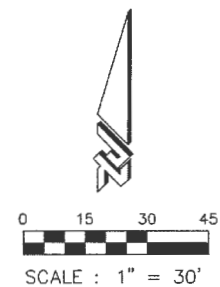


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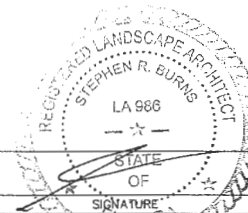
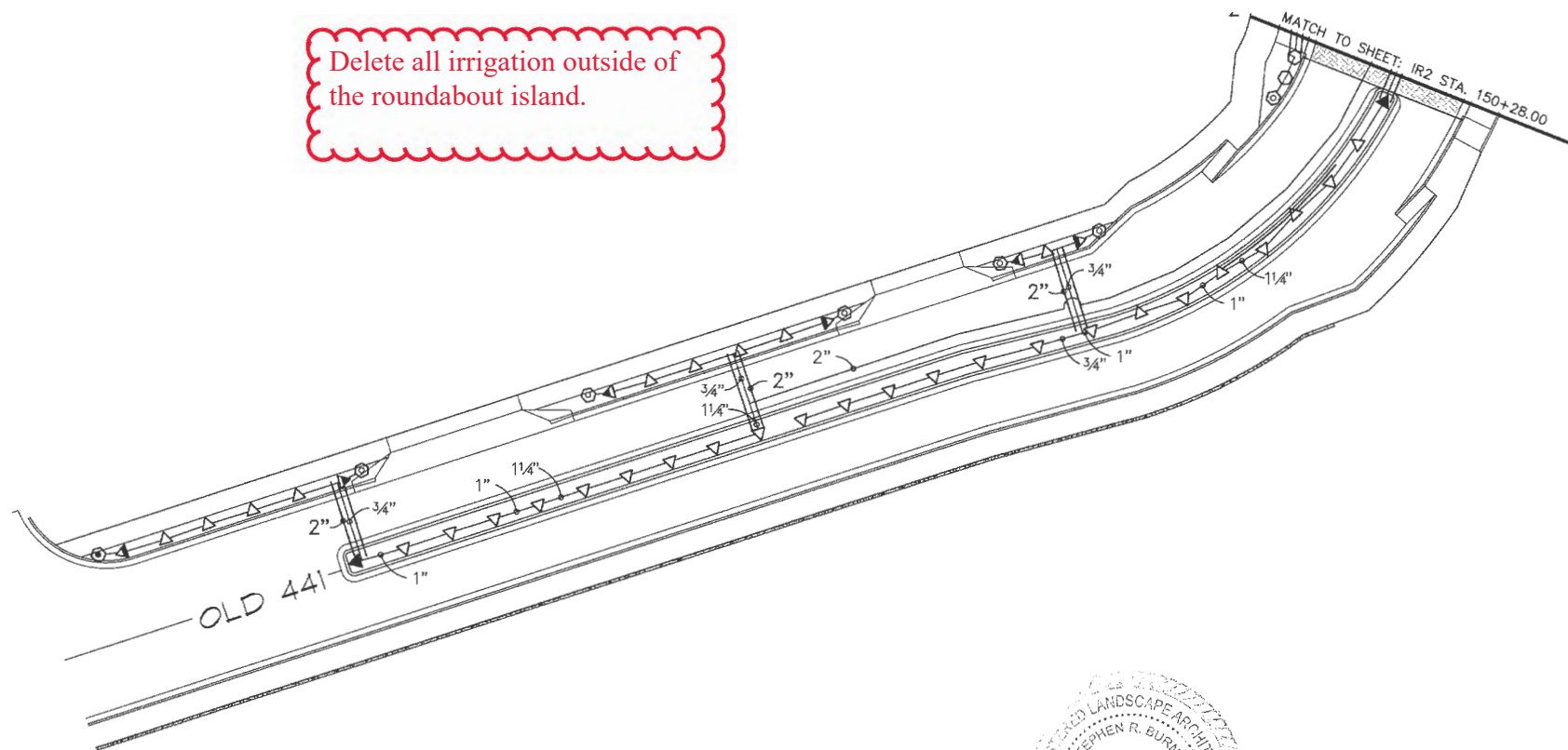
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Stephen R. Burns, L.A. No. 986
 Date: 2/7/2018 9:01:07 AM
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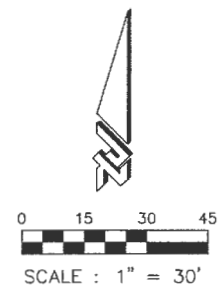


DATE: FEBRUARY 2018
STEPHEN R. BURNS, L.A. NO. 986
Steve Burns 2/1/2018 9:01:12 AM

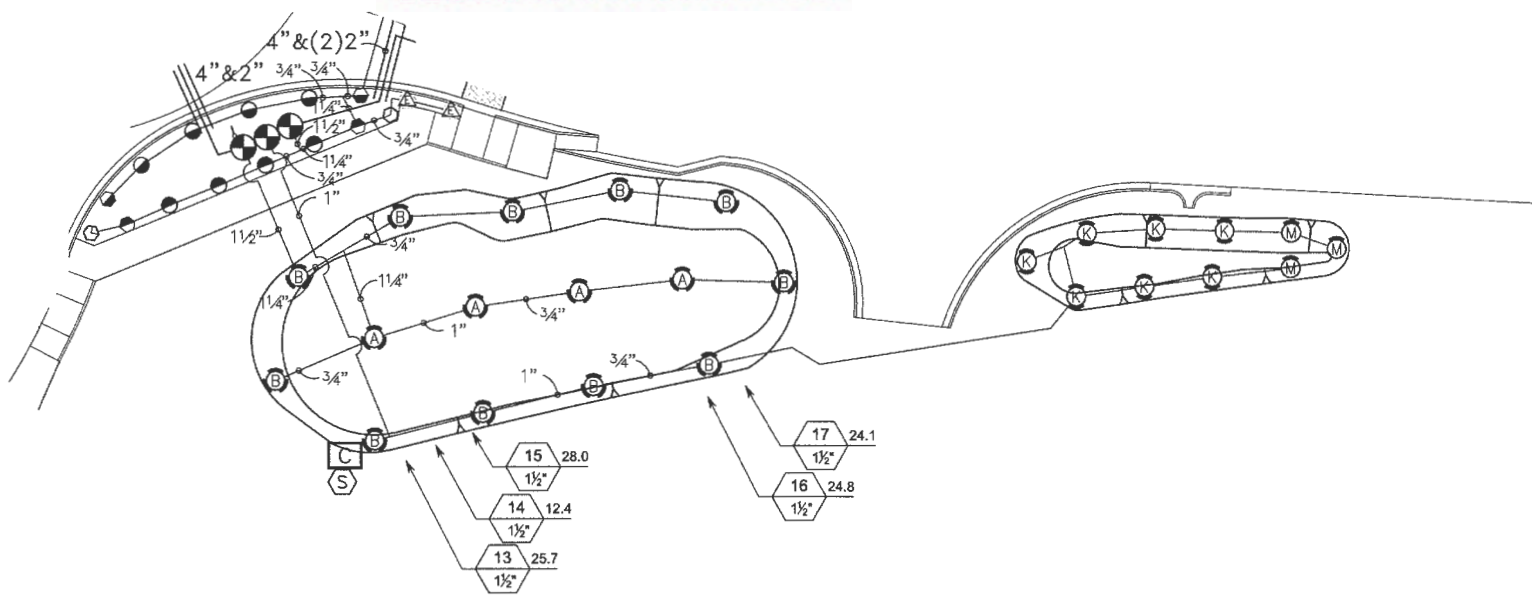
CR 441 SW IRRIGATION

SHEET NO.
IR6

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Delete all irrigation outside of the roundabout island.



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							IR7

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IRRIGATION_SCHEDULE

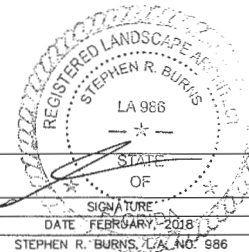
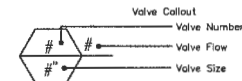
SYMBOL	MANUFACTURER/MODEL	QTY	ARC	PSI	GPM	RADIUS
◀	Hunter PROS-12-PRS30 5' strip spray	10	EST	30	0.65	5'
◀	Hunter PROS-12-PRS30 5' strip spray	6	LCS	30	0.65	5'x15'
◀	Hunter PROS-12-PRS30 5' strip spray	8	RCS	30	0.65	5'x15'
◀	Hunter PROS-12-PRS30 5' strip spray	144	SST	30	1.30	5'x30'
⊙	Hunter PROS-12-PRS30 8' radius	7	180	30	0.41	8'
⊙	Hunter PROS-12-PRS30 8' radius	7	90	30	0.24	8'
⊙	Hunter PROS-12-PRS30 8' radius	2	120	30	0.32	8'
⊙	Hunter PROS-12-PRS30 10' radius	11	180	30	0.68	10'
⊙	Hunter PROS-12-PRS30 12' radius	7	180	30	1.30	12'
⊙	Hunter PROS-12-PRS30 12' radius	2	90	30	0.67	12'
⊙	Hunter PROS-12-PRS30 15' radius	17	180	30	1.86	15'
⊙	Hunter PROS-12-PRS30 15' radius	4	90	30	0.91	15'
⊙	Hunter PROS-12-PRS30 adjustable arc	9	Adj	30		8'
⊙	Hunter PROS-12-PRS30 adjustable arc	7	Adj	30		10'
△	Hunter PROS-12-PRS30 5' strip spray	18	EST	30	0.65	5'
△	Hunter PROS-12-PRS30 5' strip spray	9	LCS	30	0.65	5'x15'
△	Hunter PROS-12-PRS30 5' strip spray	9	RCS	30	0.65	5'x15'
△	Hunter PROS-12-PRS30 5' strip spray	52	SST	30	1.30	5'x30'
Ⓜ	Hunter MP1000 PROS-12-PRS40-CV	3	90-210	40		14'
Ⓜ	Hunter MP2000 PROS-12-PRS40-CV	7	90-210	40		19'
Ⓜ	Hunter MP3000 PROS-12-PRS40-CV	7	360	40	3.64	30'
Ⓜ	Hunter MP3000 PROS-12-PRS40-CV	20	90-210	40		30'
Ⓜ	Two Hunter PCB-25	3	360	30	0.50	3'
→	Rain Bird XS-90 AND XS-180 see note 27	9				

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
⊙	Hunter PGV In 12" Valve Box Install Nibco 1-1/2" Isolation valve In 12" valve box prior to each group of valves.	17
Ⓜ	Wilkins 975XL 1-1/2"	1
Ⓜ	Hunter IC-1200-FL	1
Ⓜ	Hunter Solar-Sync	1
Ⓜ	Water Meter 1"	1
—	Irrigation Lateral Line: PVC Class 160	6,000 l.f.
—	Irrigation Mainline: PVC 2" Class 200 SDR 21	580 l.f.
—	Pipe Sleeve: PVC Schedule 40	

VALVE_SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM
1	Hunter PGV	1.5"	Shrub Spray	29.2
2	Hunter PGV	1.5"	Shrub Spray	29.6
3	Hunter PGV	1"	Shrub Spray	15.8
4	Hunter PGV	1.5"	Shrub Spray	26.0
5	Hunter PGV	1.5"	Shrub Spray	29.0
6	Hunter PGV	1.5"	Shrub Spray	28.6
7	Hunter PGV	1"	Shrub Spray	17.8
8	Hunter PGV	1.5"	Shrub Spray	29.0
9	Hunter PGV	1.5"	Shrub Spray	29.9
10	Hunter PGV	1.5"	Shrub Spray	25.3
11	Hunter PGV	1.5"	Shrub Spray	25.0
12	Hunter PGV	1.5"	Shrub Rotary	26.1
13	Hunter PGV	1.5"	Shrub Rotary	25.7
14	Hunter PGV	1"	Shrub Rotary	12.4
15	Hunter PGV	1.5"	Shrub Spray	28.0
16	Hunter PGV	1.5"	Shrub Spray	24.8
17	Hunter PGV	1.5"	Shrub Spray	24.1
18	Hunter PGV	1"	Shrub Spray	1.8

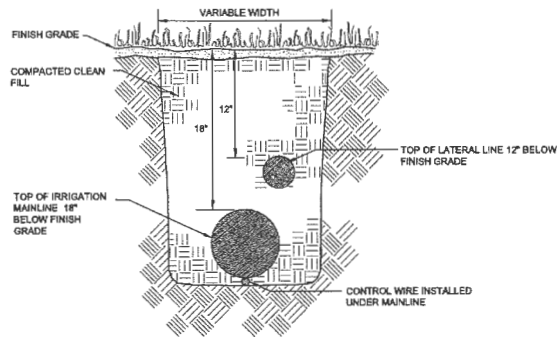
Delete all irrigation outside of the roundabout island.



IRRIGATION LEGEND

SHEET NO.

IR8

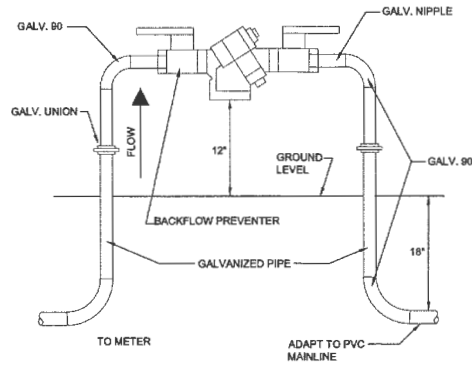


- NOTES:
1. DEPTH MEASUREMENTS ARE TO BE DONE FROM FINISH GRADE TO TOP OF PIPE.
 2. PROVIDE A 5' MINIMUM VERTICAL SEPARATION BETWEEN MAINLINES AND LATERAL LINES.
 3. ALL TRENCHES SHALL BE BACKFILLED WITH CLEAN SOIL FREE OF DEBRIS & NOXIOUS WEEDS.

TRENCHING DETAIL

SCALE: NTS

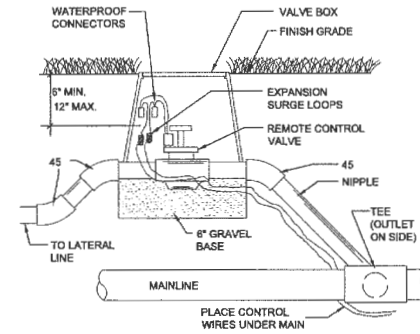
INSTALL ALL BACKFLOW PREVENTION DEVICES AND ALL PIPING BETWEEN THE POINT OF CONNECTION AND THE BACKFLOW PREVENTER AS PER LOCAL CODES. THE BACKFLOW DEVICE SHALL BE INSTALLED WITHIN A SHRUB/GROUNDCOVER AREA. IF THE BACKFLOW CANNOT BE LOCATED WITHIN THE LANDSCAPING, THEN ADDITIONAL LANDSCAPING WILL BE REQUIRED TO SCREEN THE DEVICE FROM PUBLIC VIEW. FINAL LOCATION SHALL BE DETERMINED BY OWNER'S AUTHORIZED REPRESENTATIVE.



BACKFLOW PREVENTER

SCALE: NTS

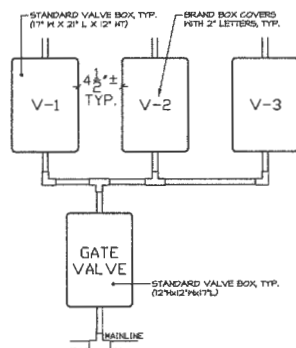
MARK ALL VALVE BOXES WITH THE ZONE NUMBER AS DIRECTED BY THE LANDSCAPE ARCHITECT.



ELECTRIC VALVE INSTALLATION DETAIL

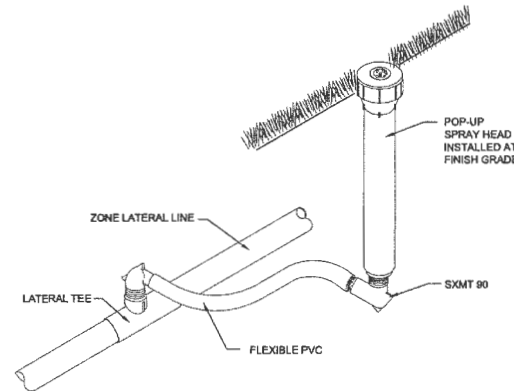
SCALE: NTS

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



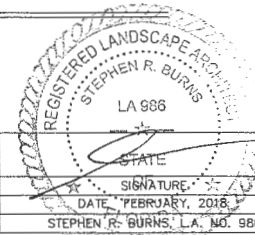
VALVE BOX DETAIL

SCALE: NTS



SPRAY HEAD AND ROTOR DETAIL

SCALE: NTS



Stephen R. Burns, L.A. NO. 986
2/17/2018 9:01:27 AM

IRRIGATION DETAILS

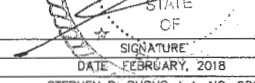
SHEET NO.

IR9

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

IRRIGATION NOTES

1. THE PLANS AND DRAWINGS ARE DIAGRAMMATIC OF THE WORK TO BE PERFORMED. SOME COMPONENTS MAY BE SHOWN OUTSIDE THE WORK AREA FOR CLARITY. THE WORK SHALL BE EXECUTED IN A MANNER TO AVOID CONFLICTS WITH UTILITIES AND OTHER ELEMENTS OF CONSTRUCTION, INCLUDING LANDSCAPE MATERIALS. ALL DEVIATIONS FROM THE PLANS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE BEING INSTALLED. THE CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY ASPECT OF THE IRRIGATION SYSTEM AS SHOWN ON THE PLANS AND DRAWINGS, WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES, OR DISCREPANCIES EXIST THAT MIGHT NOT HAVE BEEN KNOWN DURING THE DESIGN OF THE IRRIGATION SYSTEM. IN THE EVENT THAT NOTIFICATION OF THE CONFLICT IS NOT APPROVED BY THE OWNER'S REPRESENTATIVE, THE CONTRACTOR WILL ASSUME FULL RESPONSIBILITY FOR ALL REVISIONS.
2. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANS, IRRIGATION SYSTEM SPECIFICATIONS AND ALL CONTRACT DOCUMENTS. THE CONTRACTOR SHALL COMPLY WITH ALL PREVAILING LOCAL CODES, ORDINANCES, AND REGULATIONS.
3. CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS, INCLUDING UTILITY LOCATIONS, BEFORE INSTALLATION OF THE IRRIGATION SYSTEM. ALL UTILITIES AND STRUCTURES MAY NOT BE SHOWN ON THE PLANS - CONTRACTOR TO VERIFY. COORDINATE ALL IRRIGATION SYSTEM CONSTRUCTION WITH EXISTING AND NEW PLANTINGS TO AVOID CONFLICT OR INTERFERENCE WITH LOCATION OF PIPING, SLEEVING, CABLES, AND SERVICE UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING INSTALLATION WITH ALL OTHER CONSTRUCTION ON SITE, ESPECIALLY LANDSCAPE INSTALLATION. IRRIGATION SYSTEM SHALL BE RELOCATED AT NO ADDITIONAL COST FOR ANY CONFLICT WITH LANDSCAPE INSTALLATION OR ANY OTHER SITE CONSTRUCTION OR EXISTING CONDITIONS. ALL COMPONENTS THAT ARE NOT CONTAINED WITHIN THE SPECIFIC AREAS SHOWN OR CALLED OUT ON THE DRAWINGS WILL NOT BE ACCEPTED. ALL PIPING AND OTHER COMPONENTS ARE TO REMAIN WITHIN THE PROPERTY OF THE OWNER.
4. WHERE EXISTING OR NEW TREES, LIGHT STANDARDS, SIGNS, ELECTRONIC CONTROLLERS AND/OR OTHER OBJECTS ARE AN OBSTRUCTION TO AN IRRIGATION SPRINKLER'S PATTERN, THE COMPONENT AND PIPING SHALL BE RELOCATED AS NECESSARY TO OBTAIN PROPER COVERAGE OF AN IRRIGATION SPRINKLER'S PATTERN, THE COMPONENT AND PIPING SHALL BE RELOCATED AS NECESSARY TO OBTAIN THE PROPER COVERAGE WITHOUT DAMAGING THE OBSTRUCTION. OWNER'S REPRESENTATIVE SHALL DETERMINE WHETHER AN OBSTRUCTION OCCURS OR NOT.
5. COMPONENT SPACING ARE MAXIMUM. DO NOT EXCEED SPACING SHOWN OR NOTED ON THE PLANS. COMPONENT SPACING MAY BE ADJUSTED TO ACCOMMODATE CHANGES IN TERRAIN AND PLANTING LAYOUT AS LONG AS THE MODIFIED SPACING DO NOT EXCEED THE SPACING SHOWN IN THE PLANS. UNLESS SHOWN OTHERWISE, CONTRACTOR SHALL PROVIDE 100% COVERAGE.
6. ALL MATERIALS AND EQUIPMENT SHOWN SHALL BE NEW AND INSTALLED AS DETAILED ON THE PLANS. IF THE DRAWINGS DO NOT THOROUGHLY DESCRIBE THE TECHNIQUES TO BE USED, THE INSTALLER SHALL FOLLOW THE INSTALLATION METHODS AND INSTRUCTIONS RECOMMENDED BY THEIR MANUFACTURER.
7. THE LOCATION OF THE IRRIGATION MAINLINE SHALL BE IDENTIFIED IN THE FIELD AND APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE INSTALLATION.
8. IRRIGATION CONTRACTOR SHALL ADJUST ALL SPRINKLERS, CONTROLLER AND OTHER DEVICES TO OBTAIN SPECIFIED OPERATING PARAMETERS, INCLUDING COVERAGE, OPERATING PRESSURE, FLOW RATES AND OPERATION TIME, AS INDICATED ON THE DRAWINGS AND IN THE IRRIGATION SYSTEM SPECIFICATIONS.
9. CONTRACTOR TO PROVIDE INSTALLATION SHOP DRAWINGS AND MANUFACTURER PRODUCT INFORMATION FOR ALL IRRIGATION COMPONENTS. ALL INSTALLATIONS SHALL BE AS RECOMMENDED BY MANUFACTURERS. THE QUANTITIES SHOWN IN THE LEGENDS AND SYMBOL SHEETS SHALL NOT BE USED FOR BIDDING PURPOSES. THE CONTRACTOR WILL BE RESPONSIBLE FOR CONDUCTING A COMPREHENSIVE MATERIALS TAKEOFF TO DETERMINE THE ACTUAL QUANTITIES OF MATERIAL NECESSARY TO EXECUTE THE WORK DESCRIBED IN THE DOCUMENTS.
10. ALL TRENCHES SHALL BE BACKFILLED WITH CLEAN, DEBRIS-FREE MATERIALS. CLEAN SAND SHALL BE USED FOR BEDDING MATERIAL IF PARENT SOIL CANNOT BE ADEQUATELY RID OF ROCK AND OTHER EXTRANEUOUS DEBRIS. PULLING PIPE SHALL BE PROHIBITED.

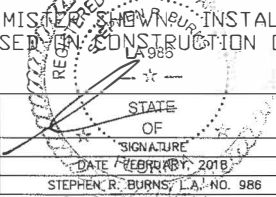
REVISIONS	DATE	 300 Interchange Blvd., Suite C Ormond Beach, Florida 32174 Phone: (386) 677-2482 Fax: (386) 677-2505 FL Certificate of Authorization LC 62	 LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINCLAIR AVE. TAVARES, FLORIDA 32778	 STATE OF FLORIDA REGISTERED PROFESSIONAL ENGINEER DATE: FEBRUARY, 2018 SIGNATURE: STEPHEN R. BURNS, L.A. NO. 986	IRRIGATION NOTES	SHEET NO.
						IR10

Steve Burns 2/1/2018 9:01:32 AM

R:\16076-Lake County CR 19A Roundabout\FINAL ENGINEERING PLANS\CADDWCS\16076R.dwg

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61C10-11.011, F.A.C.

11. ALL SOLVENT WELDING SHALL BE PRECEDED BY PRIMING OF THE FITTINGS AND PIPE AS RECOMMENDED BY THE MANUFACTURER.
12. IRRIGATION CONTRACTOR TO LABEL ALL VALVE BOX COVERS WITH THE CORRESPONDING CONTROLLER ZONE NUMBER. NUMBERING SIZE 1". PROVIDE TAGS TO ALL VALVES AS SHOWN PER DETAILS.
13. CONTRACTOR TO PLACE TREE BUBBLERS AT OUTER EDGE OF ROOT BALL, NOT OUTER EDGE OF PLANTING HOLE.
14. THE CONTROL WIRE SHALL BE 14 GAUGE UL LISTED FOR DIRECT BURIAL. ALL WIRE CONNECTIONS SHALL BE MADE WITH 3M-DBY WIRE CONNECTORS.
15. LOCATE ALL VALVES IN PLANTING BEDS OR MULCHED AREAS WITH A MINIMUM OFFSET OF 3'-0" FROM BACK OF CURB OR EDGE OF PAVEMENT.
16. ALL VALVES (SOLENOID, GATE, ISOLATION, AIR RELIEF AND FLUSH), SURGE PROTECTORS AND FILTERS SHALL BE LOCATED WITHIN THE SPECIFIED VALVE BOXES.
17. ALL IRRIGATION LINES UNDER PAVEMENT SHALL BE INSTALLED WITHIN SCH 40 PVC SLEEVES AS NOTED. IRRIGATION COMMUNICATION CABLE SHALL HAVE IT'S OWN SEPARATE SLEEVE UNLESS NOTED OTHERWISE.
18. THE IRRIGATION CONTRACTOR SHALL BE DIRECTLY RESPONSIBLE FOR ALL SLEEVING, UNLESS OTHERWISE NOTED.
19. ALL UNSIZED PIPE SHALL BE 3/4".
20. IRRIGATION LATERAL LINES TO BE BURIED AT A DEPTH OF 12" UNLESS NOTED OTHERWISE.
21. IRRIGATION MAINLINES TO BE BURIED AT A DEPTH OF 18" UNLESS NOTED OTHERWISE.
22. ALL COMPONENTS INSTALLED BY THE IRRIGATION CONTRACTOR, SHALL BE LOCATED ON THE "AS-BUILT" DRAWINGS. THE EXACT LOCATION AND DEPTH BELOW FINISH GRADE OF ALL COMPONENTS SHALL BE NOTED ON THE "AS-BUILT" DRAWINGS.
23. IRRIGATION CONTRACTOR SHALL SECURE ANY AND ALL NECESSARY PERMITS FOR THE WORK PRIOR TO COMMENCEMENT OF HIS OPERATIONS ON-SITE. COPIES OF THE PERMITS SHALL BE SENT TO THE LANDSCAPE SUPERVISOR. WORK IN THE RIGHT OF WAY SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF LOCAL AND/OR STATE HIGHWAY JURISDICTION.
24. MAINLINES AND LATERALS SHOWN FOR CLARITY PURPOSES. ALL IRRIGATION LINES SHALL BE INSTALLED WITHIN PROPERTY BOUNDARY IN THE LANDSCAPE AREA.
25. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE ELECTRICAL SERVICE TO THE IRRIGATION CONTROLLER. THE COST SHALL INCLUDE METER INSTALLATION, DISCONNECT BOX, WEATHER RACK, BREAKER PANEL AND ALL EQUIPMENT NECESSARY TO MEET LOCAL CODE. ALL WORK SHALL BE DONE BY A LICENSED ELECTRICIAN.
26. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED FOR THE INSTALLATION OF A NEW 1" WATER METER. THE IRRIGATION CONTRACTOR SHALL COORDINATE THE INSTALLATION OF THE WATER METER.
27. ZONE 18 SHALL WATER ANNUALS ON TOP ON TRIANGLE MONUMENT. THE CONTROL VALVE SHALL BE A HUNTER ICZ-101-LF DRIP CONTROL VALVE. INSTALL 1/2" PVC SCHEDULE 40 ANCHORED EVERY THREE FEET WITH DOUBLE ANCHORED PIPE ANCHORS. INSTALL 1/2" PIPE THROUGH MONUMENT INTO BED AREA. INSTALL 1/2" POLY WITH DRIPLINE STAPLES TO MISTERS. ~~INSTALL~~ ^{INSTALL} RAINBIRD PFR-RS POLY FLOW RISER WITH XS MISTERS. ADJUST LAYOUT AS NECESSARY IN THE FIELD BASED ON CONSTRUCTION OF PYRAMID.

REVISIONS	DATE	 300 Interchange Blvd., Suite C Ormond Beach, Florida 32174 Phone: (386) 677-2482 Fax: (386) 677-2505 FL Certificate of Authorization LC 62	 LAKE COUNTY FLORIDA	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINCLAIR AVE. TAVARES, FLORIDA 32778	 STATE OF FLORIDA PROFESSIONAL ENGINEER NO. 986 DATE: FEBRUARY 2018 STEPHEN R. BURNS, L.A. NO. 986	IRRIGATION NOTES	SHEET NO.
							ir11

Steve Burns 2/1/2018 9:01:37 AM R:\16076-Lake County CR 19A Roundabout\FINAL ENGINEERING PLANS\CADDWGS\16076IR.dwg

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**Exhibit B
Utility Project Plans**

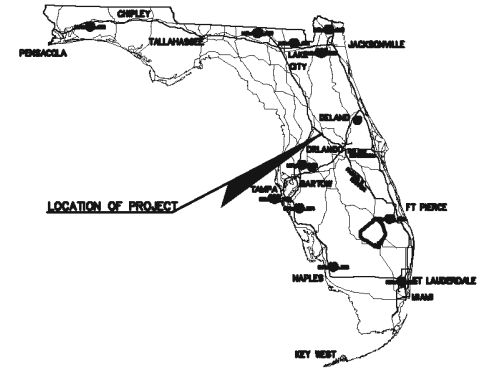
ROUNDBOUT AT CR 19A AND EUDORA ROAD / OLD 441 UTILITY RELOCATION

COMPONENTS OF CONSTRUCTION PLAN SET

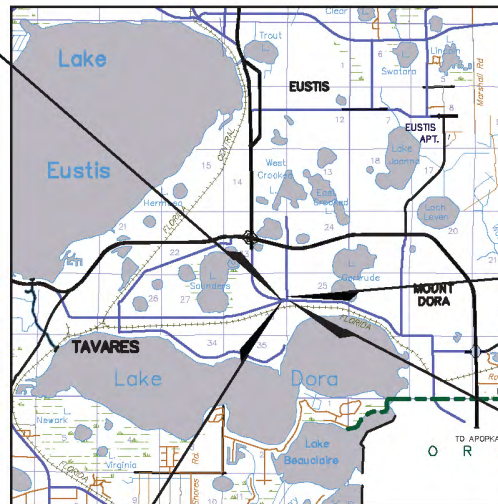
UTILITY RELOCATION PLANS



LAKE COUNTY, FLORIDA



BEGINNING OF PROJECT
CR 19A STA. 434+90.97



END CONSTRUCTION
EUDORA RD. STA. 504+23.51

ENDING OF PROJECT
OLD CR 441E STA. 646+89.34

BEGIN CONSTRUCTION
OLD CR 441 SW 146+85.74

CRISSE STILE
MAYOR

DOUG BRYANT AT-LARGE
HARMON MASSEY AT-LARGE VICE MAYOR
JOHN CATALDO DISTRICT 1
NATE WALKER DISTRICT 5
PATRICK C. COMISKEY CITY MANAGER
CAL ROLFSON DISTRICT 2
AUSTIN GUENTHER DISTRICT 3
MARC CRAIL DISTRICT 4
GEORGE MAREK CITY ENGINEER
JOSH KRAMM UTILITY MANAGER

OWNER/DEVELOPER:
CITY OF MOUNT DORA, FLORIDA
900 NORTH DONNELLY STREET
MOUNT DORA, FLORIDA 32757
(352) 735-7151

ENGINEER/SURVEYOR:
HALFF ASSOCIATES, INC.
902 SINCLAIR AVENUE
TAVARES, FL. 32778
BIJAY UPRETI, P.E.
(352) 343-8481

1. KEY SHEET
2. PLAN LAYOUT AND GENERAL NOTES
3. UTILITY RELOCATION SHEET
4. UTILITY RELOCATION SHEET
5. UTILITY RELOCATION SHEET
6. UTILITY RELOCATION SHEET
7. UTILITY RELOCATION SHEET
8. UTILITY RELOCATION SHEET
9. PROFILE SHEET
10. PROFILE SHEET
11. PROFILE SHEET
12. PROFILE SHEET
13. DETAILS
14. DETAILS
15. FDOT INDEX 425-080

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

UTILITY RELOCATION PLANS
ENGINEER OF RECORD

BIJAY UPRETI, P.E.
HALFF ASSOCIATES, INC.
902 NORTH SINCLAIR AVENUE
TAVARES, FLORIDA 32778
(352) 343-8481

PLANS PREPARED BY:



902 North Sinclair Ave.
Tavares, Florida 32778

Office: 352.343.8481
Fax: 352.343.8495

Certificate of Authorization Number: 33380

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

GOVERNING STANDARD PLANS

FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2022-23 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (RPM).

STANDARD PLANS FOR ROAD CONSTRUCTION AND ASSOCIATED RPMs ARE AVAILABLE AT THE FOLLOWING WEBSITE: [HTTP://FDOT.GOV/DESIGN/STANDARDPLANS](http://fdot.gov/design/standardplans)

GOVERNING STANDARD SPECIFICATIONS

FLORIDA DEPARTMENT OF TRANSPORTATION, JULY 2022 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AT THE FOLLOWING WEBSITE: [HTTP://FDOT.GOV/PROGRAMMANAGEMENT/IMPLEMENTED/SPECBOOKS](http://fdot.gov/programmanagement/implemented/specbooks)

100% REVIEW SET

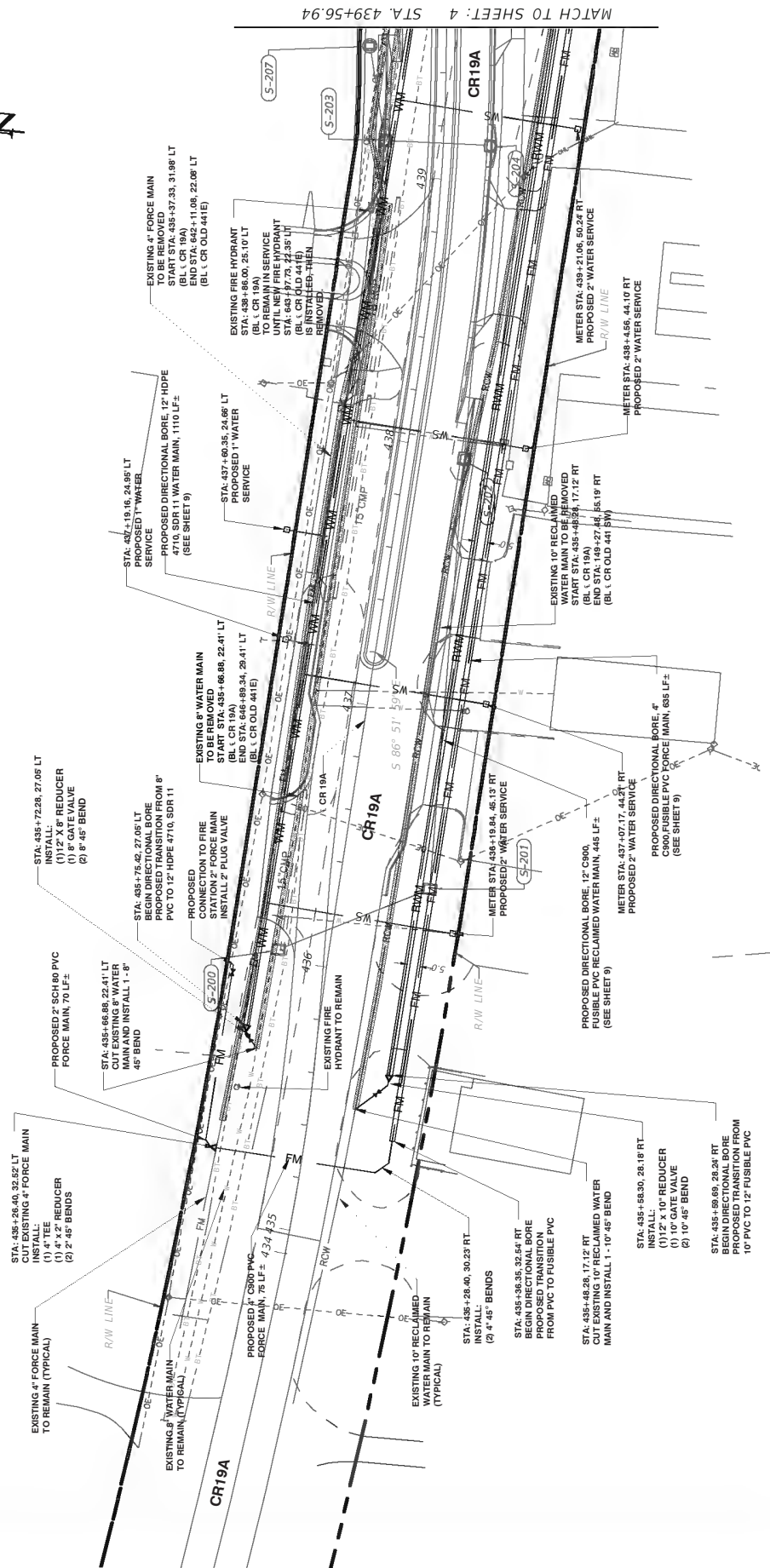
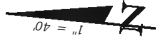
UTILITY RELOCATION PLANS
ENGINEER OF RECORD:

BIJAY UPRETI, P.E.

P.E. NO.: 92728

[illegible]

NOTE:
APPARENT ERRORS, DISCREPANCIES OR OMISSIONS SHALL BE BROUGHT TO THE ENGINEER OF RECORD'S ATTENTION WITHIN A REASONABLE TIME FRAME, LESS THAN 48 HOURS AFTER BEING DISCOVERED. ADVANTAGE WILL NOT BE TAKEN OF APPARENT ERROR OR OMISSION IN THE DRAWINGS OR SPECIFICATIONS, AND THE ENGINEER SHALL BE PERMITTED TO MAKE CORRECTIONS AND INTERPRETATIONS AS MAY BE DEEMED NECESSARY FOR FULFILLMENT OF THE INTENT OF THE DESIGN.



MATCH TO SHEET: 4 STA. 439+56.94

CR 19A RD.



CITY OF
MOUNT
DORA



HALFF

Office: 352.363.0801
Fax: 352.363.0805
802 North Shalika Ave.
Tampa, Florida 33678

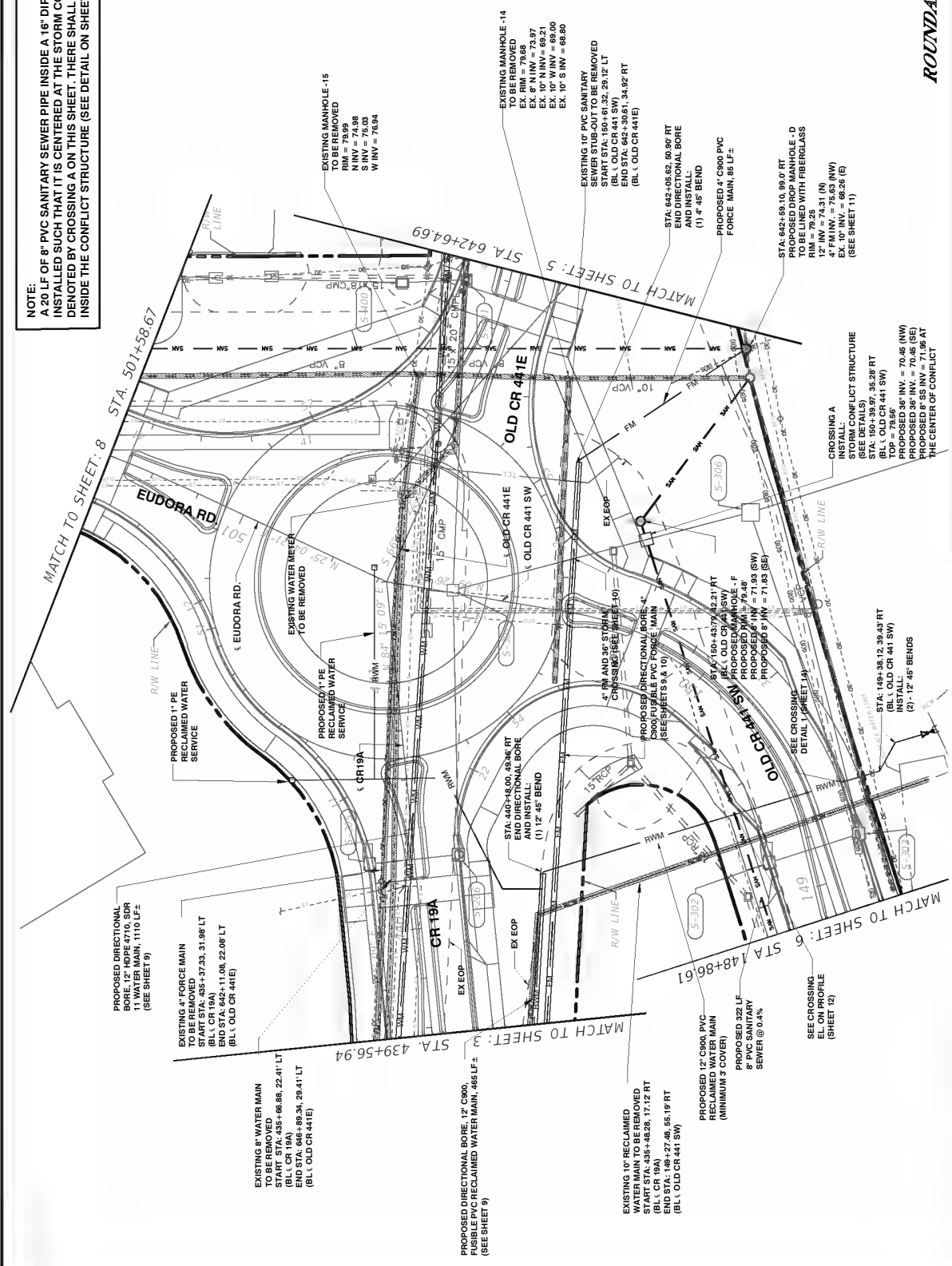
SHEET
NO. 03

UTILITY RELOCATION SHEETS

DATE: DECEMBER 2022
DRAWN BY: J.P.E. AND SUTER

REVISIONS	DATE

NOTE:
A 20 LF OF 8" PVC SANITARY SEWER PIPE INSIDE A 16" DIP CASING SHALL BE INSTALLED SUCH THAT IT IS CENTERED AT THE STORM CONFLICT STRUCTURE IDENTIFIED BY CROSSING A ON THIS SHEET. THERE SHALL BE NO PIPE JOINTS INSIDE THE CONFLICT STRUCTURE (SEE DETAIL ON SHEET 14).



ROUNDABOUT

UTILITY RELOCATION SHEETS

SHEET NO. 04

CITY OF MOUNT DORA

HALFF

902 North Boulder Ave
Tavares, FL 32870
Office: 352-243-6491
Fax: 352-243-6492
Conditions of Authorization Number: 33300

REVISIONS	DATE



PROPOSED WATER MAIN TO BE LOCATED UNDER PROPOSED STRUCTURE (SEE SHEET 10)

PROPOSED DIRECTIONAL BORE, 12" HDPE 4710, SDR 11 WATER MAIN, 1110 LF± (SEE SHEET 10)

SEE BLOW UP DETAIL (SHEET 14)

STA: 643+75.83, 31.32' LT
INSTALL:
(1) - 12" TEE TURNED UP
(1) - 12" x 6" REDUCER
(1) - 6" 90° BEND
(1) - 6" GATE VALVE
CONNECT TO 6" WATER MAIN

EXISTING 6" WATER MAIN TO REMAIN

STA: 645+75.04, 27.75' LT
CUT EXISTING 6" WATER MAIN, INSTALL 12" x 6" TEE, AND CONNECT TO PROPOSED 12" WATER MAIN
12" WM CROSSING EXISTING SANITARY SEWER (SEE SHEET 10)

STA: 646+80.22, 29.22' LT
END DIRECTIONAL BORE
INSTALL:
(1) - 12" x 8" REDUCER
(1) - 8" GATE VALVE
(2) - 8" 45° BEND
CONNECT TO EXISTING 8" WATER MAIN

MATCH TO SHEET: 4 STA. 642+64.69

CUT EXISTING 6" WM, INSTALL 6" TEE AND CONNECT TO PROPOSED 6" GATE VALVE
EXISTING 6" WATER MAIN TO BE REMOVED
START STA: 635+66.88, 22.41' LT (BL & CR 19A)
END STA: 646+89.34, 29.41' LT (BL & CR OLD 441E)

EXISTING 8" VCP SANITARY SEWER TO REMAIN

STA: 643+97.73, 22.35' LT
INSTALL FIRE HYDRANT ASSEMBLY
PROPOSED 2" WATER SERVICE
S 86° 51' 59" E

EXISTING 6" WATER MAIN TO REMAIN

CONTRACTOR TO VERIFY ELEVATION OF WATER MAIN PRIOR TO COMMENCEMENT OF CONSTRUCTION. CONTRACTOR WILL NOTIFY ENGINEER WITHIN 24 HOURS IF THERE'S A CONFLICT.

EXISTING MANHOLE - 27
TOP = 78.73'
8" INV = 67.78 (W) TO REMAIN
8" INV = 67.78 (E) TO REMAIN
8" INV = 67.49 (S) TO REMAIN

EXISTING 8" VCP SANITARY SEWER TO REMAIN

R/W

OLD CR 441E

UTILITY RELOCATION SHEETS

SHEET NO.
05

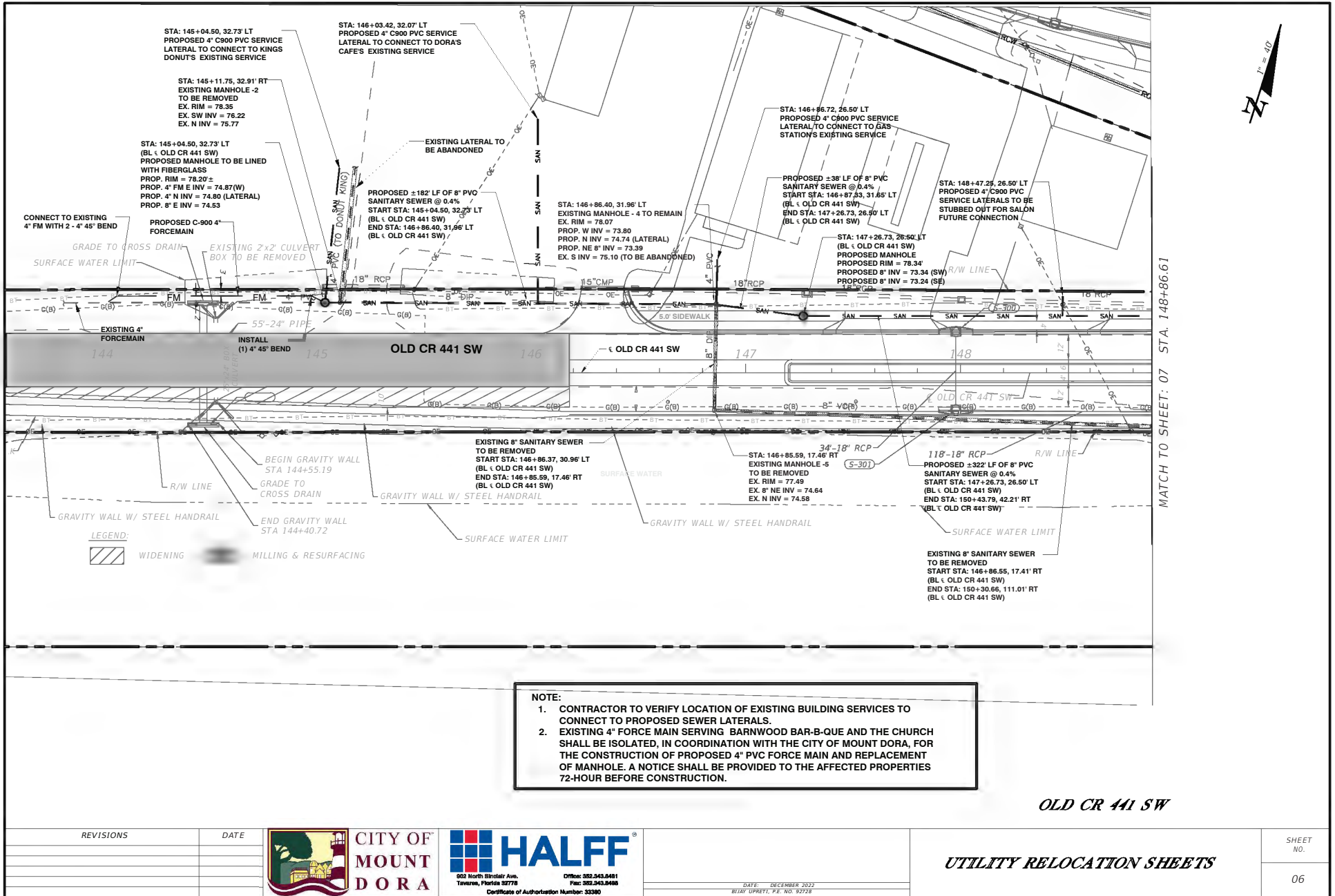
REVISIONS

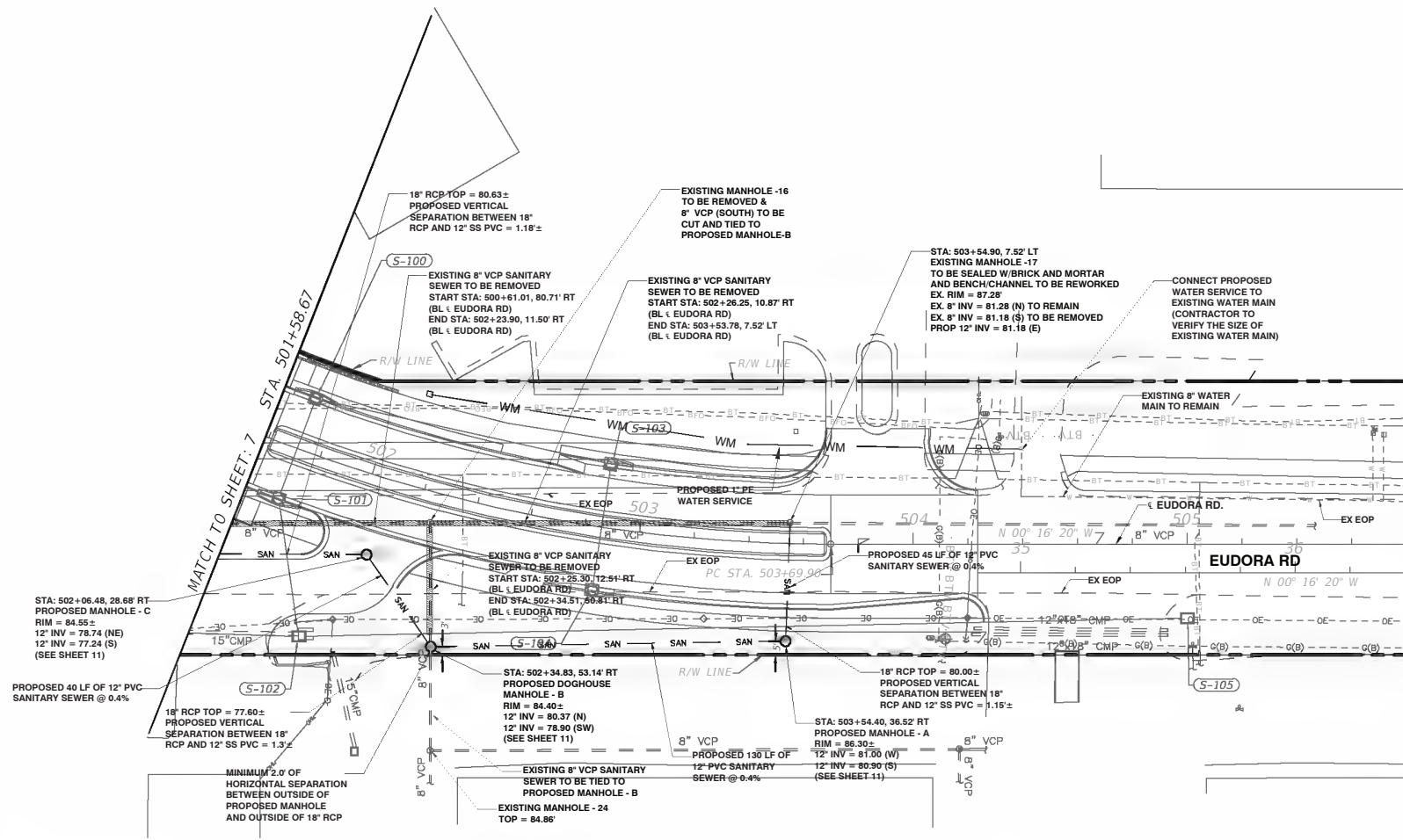
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CITY OF MOUNT DORA







EUDORA RD.

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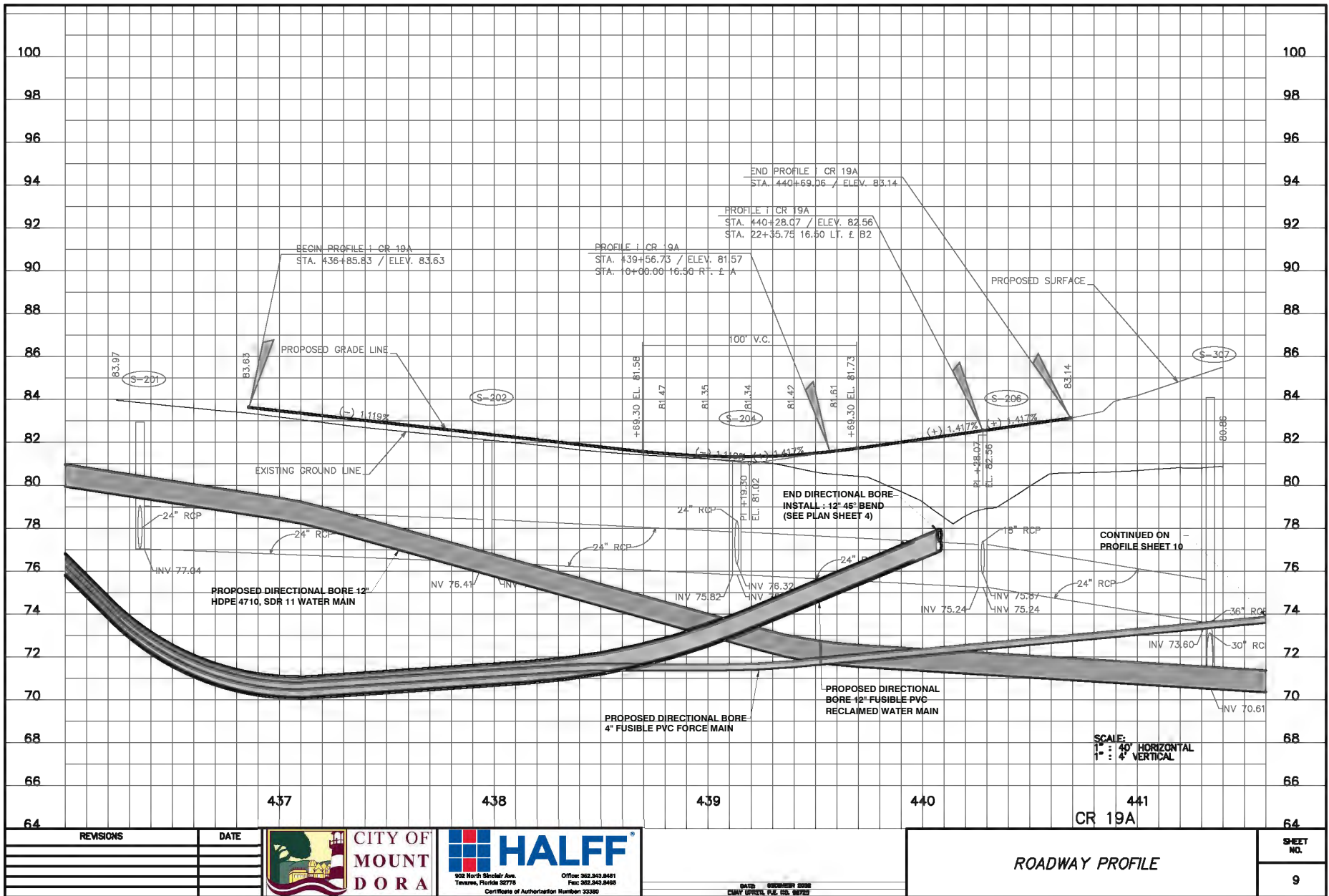
802 North Sinclair Ave.
Tampa, Florida 33676
Office: 352.343.8481
Fax: 352.343.8485

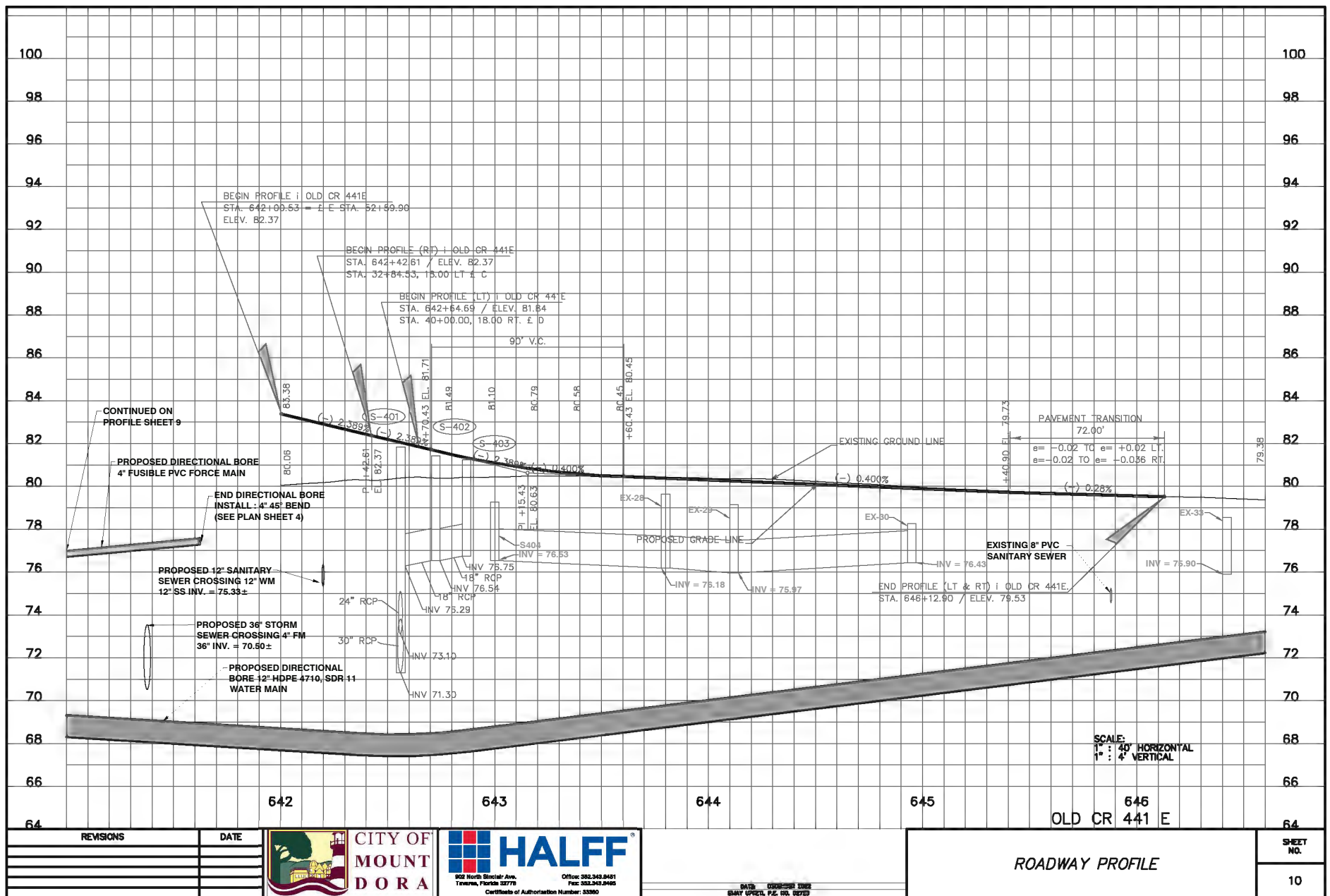
DATE: DECEMBER 2022
BLAIR UPRETI, P.E. NO. 92228

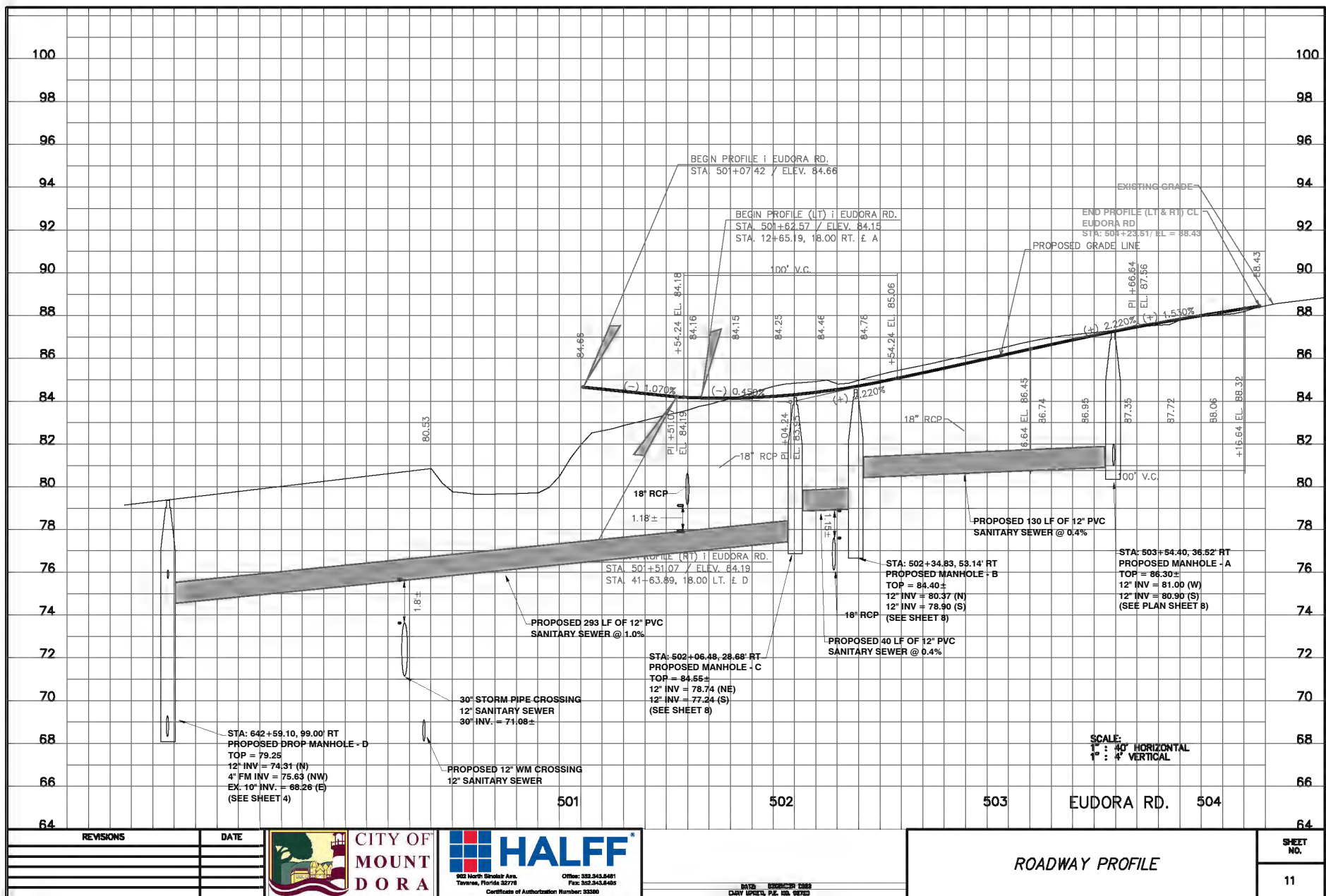
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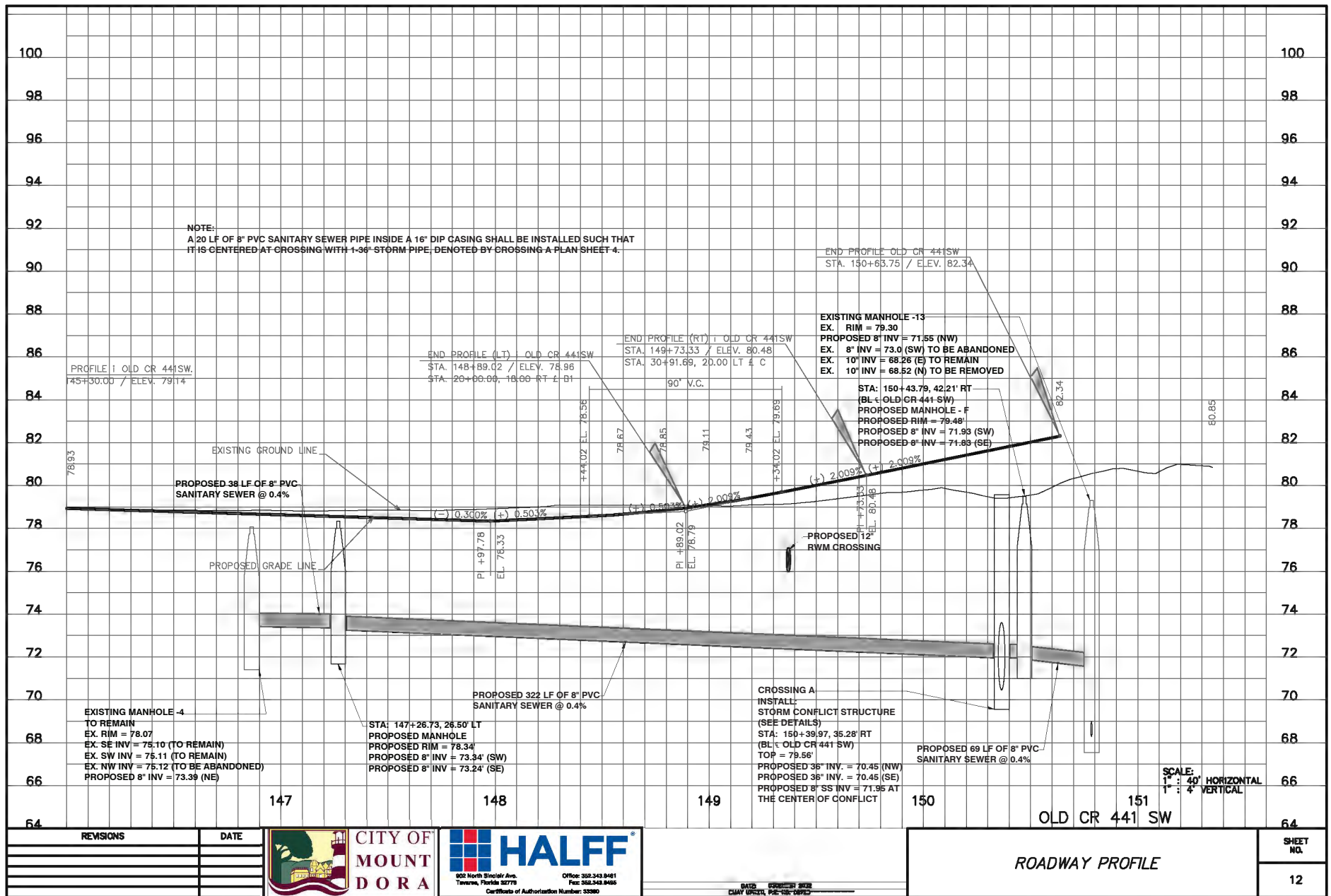
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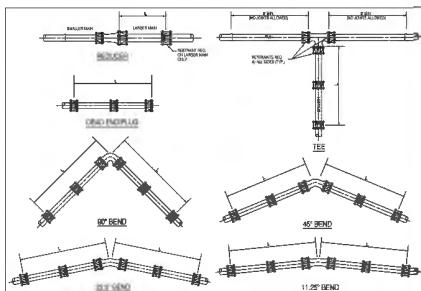
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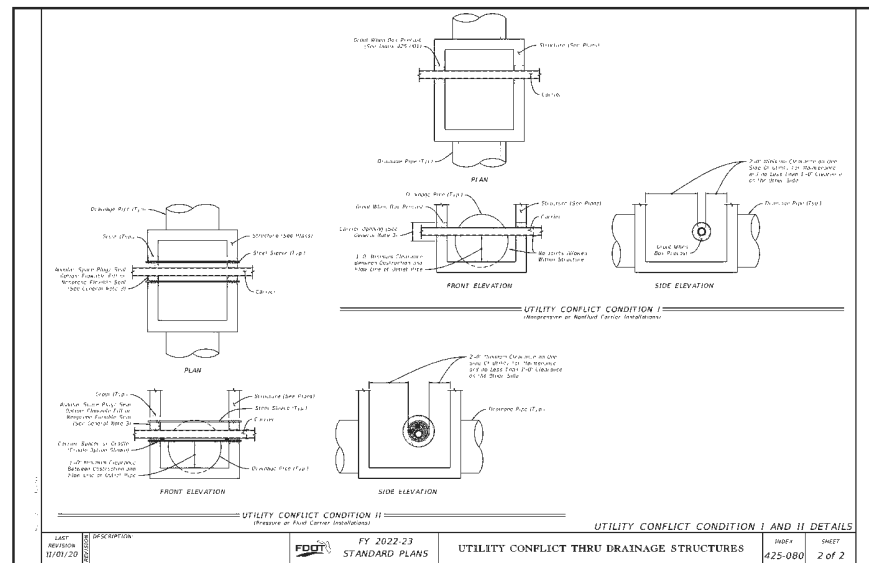
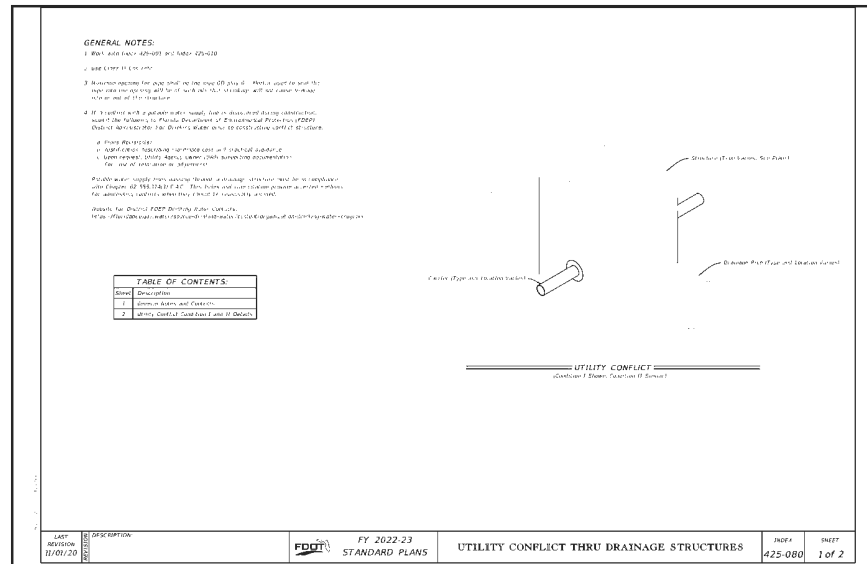












REVISIONS	DATE		CITY OF MOUNT DORA		HALFF	302 North Sinclair Ave. Tampa, Florida 33678 Office: 813.243.8881 Fax: 813.243.8882 Certificate of Authorization Number: 33360	DATE: DECEMBER 2022 BRIAN UPRETI, P.E. NO. 92728	FDOT INDEX 425-080	SHEET NO. 15
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Exhibit C
Utility Project Construction Cost Estimate

City of Mount Dora - Eudora Roundabout Utilities Relocation

Opinion of Probable Construction Cost

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	\$15,000	\$15,000
2	Maintenance of Traffic	1	LS	\$15,000	\$15,000
3	Connect to Existing WM	2	EA	\$2,000	\$4,000
4	Connect to Existing RW	2	EA	\$2,000	\$4,000
5	Connect to Existing FM	1	EA	\$2,000	\$2,000
6	2" SCH 80 PVC Force Main	70	LF	\$50	\$3,500
7	4" PVC Sanitary Sewer Service Lateral	4	EA	\$2,000	\$8,000
8	4" Fusible PVC FM Directional Drill	635	LF	\$120	\$76,200
9	4" C900 PVC Force Main	262	LF	\$60	\$15,720
10	8" PVC Sanitary Sewer	611	LF	\$80	\$48,880
11	12" PVC Sanitary Sewer	508	LF	\$100	\$50,800
12	12" C900 PVC Reclaimed WM	178	LF	\$100	\$17,800
13	12" Fusible PVC RW Directional Drill	445	LF	\$230	\$102,350
14	12" HDPE WM Directional Drill	1110	LF	\$230	\$255,300
15	2" Water Services	5	EA	\$2,000	\$10,000
16	1" Water Services	3	EA	\$1,500	\$4,500
17	4' Diameter Sewer Manhole	7	EA	\$5,000	\$35,000
18	8" Gate Valve	2	EA	\$4,000	\$8,000
19	6" Gate Valve	1	EA	\$3,000	\$3,000
20	10" Gate Valve	2	EA	\$5,000	\$10,000
21	2" Plug Valve	1	EA	\$2,500	\$2,500
22	Ductile Iron Pipe Fittings	1	LS	\$15,000	\$15,000
23	Storm Conflict Structure	1	EA	\$10,000	\$10,000
24	Fire Hydrant Assembly	1	EA	\$5,500	\$5,500
25	Pressure Testing	1	LS	\$8,000	\$8,000
	Sub-Total				\$730,050
	Contingency (15%)				\$110,000

[illegible]

Please note that any opinion of the construction cost estimate prepared by HALFF represents its judgement as a design professional and is supplied solely for the general guidance of the client, since HALFF has no control over the actual cost of labor and materials, or over competitive bidding, or market conditions. HALFF does not guarantee the accuracy of such opinion as compared to contractor bids or actual costs to the client.



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

DATE: July 18, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of the Agreement Between the City of Mount Dora and Debris Tech, LLC in Response to RFP 23-PW-014 Related to Emergency Debris Monitoring Services

Introduction:

This is a request for City Council to approve the agreement between the City of Mount Dora and Debris Tech, LLC in response to RFP 23-PW-014 related to Emergency Debris Monitoring Services.

Discussion:

The City of Mount Dora requires the support of contract debris monitors following a debris-generating event such as a hurricane, tornado, storm or other catastrophic event. The contract monitors are necessary to assure Federal agencies emergency plan and debris removal contract requirements are met by monitoring the debris removal from public access roads, rights-of-way and public property, debris management sites, and to assure the debris management plan and contracts are effectively and efficiently implemented. The City will assign a Debris Operations Supervisor and will establish and staff a Debris Operations Base, which will provide overall coordination with the Debris Removal Contractor and the Debris Monitoring Contractor.

On May 8, 2023, RFP #23-PW-014, was issued for properly licensed and well-qualified professionals to provide disaster debris loading site monitors, temporary debris storage and reductions site (TDSRS) monitors, disposal site monitors, roving debris monitors, field supervisors and project manager for disaster events. The Monitoring Consultant and personnel must be well-versed with FEMA and FHWA current debris removal eligibility criteria, as all debris monitoring activities are to be in compliance with current FHWA and FEMA guidance (i.e. the PAPPGr4 and Public Assistance Debris Monitoring Guide 2021), and all applicable State, Local, and Federal regulations.

One (1) timely proposal was received by the opening date and time of June 8, 2023 at 2:00 p.m. The proposal received was responsive to all RFP requirements.

The Evaluation Committee met on June 15, 2023 to discuss and score the single proposal received under this RFP. The discussion was detailed and scoring was consistent (see Attachment # 3). The resulting shortlist and final ranking is as follows:

#1 – Debris Tech, LLC

The Evaluation Committee unanimously voted to move forward with a final recommendation of award to the City of Mount Dora City Council for Debris Tech, LLC

Budget Impact:

Budget impact will only occur as the result of a qualifying event. A proposed rate schedule may be found on page 77 of the solicitation response (Attachment #2) submitted by DebrisTech, LLC.

Strategic Impact:

Public Safety.

Recommendation:

Council approve the agreement between the City of Mount Dora and Debris Tech, LLC in response to RFP 23-PW-014 related to Emergency Debris Monitoring Services.

Attachment(s):

1. Attachment #1 RFP 23-PW-014 - Emergency Debris Monitoring Services
2. Attachment #2 Debris Tech LLC Solicitation Response
3. Attachment #3 RFP 23-PW-014 Notice of Intent To Award
4. SENT Agreement.Debris Tech.SGS (002) - signed

Prepared by: Jeanann Hand, City Clerk

Reviewed by: GEORGE MAREK, Interim Public Works Director
Marilyn Douglas, Purchasing Manager
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 7/10/2023

Approved - 7/12/2023

Approved - 7/12/2023

Approved - 7/12/2023

Approved - 7/12/2023

Final Approval - 7/12/2023

Request for Proposals

NUMBER
RFP #23-PW-014



CITY OF
MOUNT
DORA

EMERGENCY DEBRIS MONITORING SERVICES

Marilyn Douglas, NIGP-CPP
Purchasing Manager

ATTACHMENT #1

LEGAL NOTICE

Notice is hereby given that the City of Mount Dora is accepting electronic responses only for a sealed Request for Proposals, RFP# 23-PW-014 to provide professional Emergency Debris Monitoring Services. Responses will be received until 2:00 p.m. on June 8, 2023.

RFP# 23-PW-014 “EMERGENCY DEBRIS MONITORING SERVICES”

A pre-proposal conference is not applicable for this solicitation.

All meetings, unless noted otherwise, will be held via electronic meeting format. Please be advised that dates and times, are subject to change and updates posted on the City of Mount Dora’s website at www.cityofmoundora.com, on www.demandstar.com and in the City Hall Lobby.

The City of Mount Dora does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

ATTACHMENT #1

NOTE: Electronic responses will be the only method allowed for Proposers to respond to this solicitation. Electronic responses are to be provided via DemandStar only. All submittals must be compatible with Microsoft Office 2007. Bidding will be done through a secure locked box. Proposers can only view/submit their Bid and will not have access to any other Proposer's submittals. The Proposer's Bid may be changed at the Proposer's discretion until the due date and time have been reached at which time the Proposer will no longer change or have access to the electronic bid submittal. The City will then open the Bids. Proposers who are bidding for the first time are strongly encouraged to contact DemandStar by e-mailing questions to DemandStar at www.demandstar.com. All bids must be received by the date and time specified above, when they will be opened, via computer, and publicly read aloud. The bid time shall be scrupulously observed. The City shall not be responsible for delays or internet outages caused by any occurrence. The City website does not accommodate electronic responses to bids. Receipt of a bid in any other form does not satisfy this requirement. No exceptions will be made.

If you have obtained this document from a source other than directly from DemandStar by Onvia.com you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide Addenda to parties not listed as plan holders. The Proposer is responsible for verifying they have received all Bid Addenda.

CAUTION: Proposers should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.

1) INTRODUCTION/OVERVIEW

A) Purpose/Objective

The City of Mount Dora has issued this Request for Proposal (hereinafter, “**RFP**”), as a joint solicitation on behalf of the City, the Community Redevelopment Area (CRA) and the Northeast Community Redevelopment Area (Northeast CRA), with the sole purpose and intent of obtaining proposals from interested and qualified firms offering to provide disaster debris monitoring services, in accordance with the specifications stated and/or attached herein/hereto. The City desires to contract with one successful proposer to provide the requested services for the City, CRA and Northeast CRA as applicable. The successful proposer will hereinafter be referred to interchangeably as the “Proposer, Firm, Vendor or Consultant”.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of Mount Dora, City Council (herein after, the “Council”), signed by all required parties and filed with the City Clerk.

As is more fully explained in Section “6L” of this **RFP**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFP**. The City will not use any other factors or criteria in the evaluation of the proposals received.

B) Background

The City serves an area of 12.26 square miles with a population of approximately 17,129. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

ATTACHMENT #1

More detailed information on the government and its finances can be found in City of Mount Dora's Annual Comprehensive Financial Report (ACFR) for fiscal year **2021-2022** and in the City's Annual Budget for fiscal year **2022-2023**. Copies of these documents may be viewed on www.cityofmoundora.com. The City of Mount Dora is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFP** to Marilyn Douglas, Purchasing Manager, and submit such questions in writing to: douglasm@cityofmoundora.com. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from douglasm@cityofmoundora.com. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.cityofmoundora.com) and on DemandStar (www.demandstar.com).

D) Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2021-107 establishing and adopting the City Purchasing Policy. Each Proposals will be reviewed to determine if the Proposals is responsive to the **RFP**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Council who will make the final selection(s). A responsive Proposals is one which has been signed and submitted by the specified Proposals deadline, and has provided the information required to be submitted with the Proposals. Poor formatting, poor documentation, incomplete or unclear information may be considered substandard submissions and may adversely impact the evaluation of a Proposals. Respondents who fail to comply with the required and/or desired elements of this **RFP** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Proposal Conference

☒ A pre-proposal conference is not applicable for this solicitation.

A ☐ non-mandatory ☐ mandatory pre-bid conference will be held on _____, commencing promptly at _____, and will be held in the Council Chambers, 510 North Baker Street, Mount Dora, Florida 32757.

If this pre-bid conference is denoted as "mandatory", prospective proposers must be present in order to submit a bid response.

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F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFP** process.

Event	Date
Issue RFP Notice	May 8, 2023
Last Date for Receipt of Written Questions	May 18, 2023 – 4:00 pm
Addendum Issued (If Applicable)	May 23, 2023
Proposal Due/ Opening Date	June 8, 2023 @ 2:00 pm
Evaluation Committee to Shortlist	June 15, 2023 @ 2:00 pm
Evaluation Committee - Interviews (if requested)	June 23, 2023 @ 9:00 am – 12:00 pm
Evaluation Committee to Recommend	June 23, 2023 @ 12:15 pm
Issue Notice of Recommendation	June 23, 2023
City Council Meeting Date (anticipated)	July 18, 2023

2) GENERAL DESCRIPTION - SPECIFICATIONS OR SCOPE OF WORK

The City is seeking proposals from experienced, well qualified and licensed firms for emergency Disaster Debris Monitoring Services for the provision of services in accordance with the Scope of Services described herein. The firm awarded this contract must meet or exceed all terms, conditions and specifications of the City of Mount Dora. The successful proposer will hereinafter be referred to as the “Contractor”.

SCOPE OF SERVICES

Properly licensed and well qualified professionals to provide disaster debris loading site monitors, temporary debris storage and reductions site (TDSRS) monitors, disposal site monitors, roving debris monitors, field supervisor(s) and project manager for disaster events. Proposer shall be a Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) approved contractor for Emergency Debris Monitoring Services.

The Monitoring Consultant and personnel must be well-versed with FEMA and FHWA current debris removal eligibility criteria. All debris monitoring activities are to be in compliance with current FHWA and FEMA guidance (i.e. the PAPPv4 and Public Assistance Debris Monitoring Guide 2021), and all applicable State, Local, and Federal regulations.

A) General

1. The City of Mount Dora requires the support of contract debris monitors following a debris-generating event such as a hurricane, tornado, storm or other catastrophic event. The contract monitors are necessary to assure Federal agencies emergency plan and debris removal contract requirements are met by monitoring the debris removal from public access roads, rights-of-way and public property, debris management sites, and to assure the debris management plan and contracts are effectively and efficiently implemented. The City will assign a Debris Operations Supervisor and will establish and staff a Debris Operations Base, which will provide overall coordination with the Debris Removal Contractor and the Debris Monitoring Contractor.

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2. Within twenty-five (25) hours of notification, the Debris Monitoring Contractor shall provide an adequate number of professionals and qualified personnel to monitor up to five (1-5) debris-loading sites, and up to three (1-3) debris management sites, depending on event need, along with associated roving debris monitors. Additional sites as determined by the City may be added as debris removal efforts increase. The Debris Monitoring Contractor will be required to increase its staffing from this point depending on the severity of the debris-generating event. Likewise, as the debris removal process progresses, monitor staffing requirements, as determined by the City, may fluctuate. The Debris Monitoring Contractor must be prepared to provide debris monitors seven (7) days a week for a minimum of a twelve (12) hour shift.
3. As a part of this proposal, the Debris Monitoring Contractor must indicate and explain how they plan to supply adequate personnel to support this scope of work, and must describe how they would hire additional personnel to meet the needs of the City.
4. All monitors provided by the Debris Monitoring Contractor must speak fluent English, have moderate public relations skills, be a minimum of eighteen (18) years of age, and have a valid driver's license issued in the United States and a reliable vehicle. The monitor's vehicle must be acknowledged and covered under the Debris Monitoring Contractor's insurance for collision and liability. In addition, monitors must be capable of working in an outside environment, and be able to climb a staircase or ladder of ten (10) feet in height. Monitors will be required to maintain daily logs of the Debris Removal Contractor's activities and must have adequate writing skills.
5. The Debris Monitoring Contractor warrants all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The Debris Monitoring Contractor shall remove from the contract any person the City deems incompetent, careless or otherwise objectionable. Any changes or substitutions in personnel must be made known to the City's Debris Operations Supervisor.
6. The Debris Monitoring Contractor will provide debris monitors who have the means to communicate via cell phone with the Debris Operations Base, and be able to remain in constant contact with the Debris Operations Supervisor. Debris monitoring personnel must have adequate transportation to and from the debris monitoring sites.
7. The Debris Monitoring Contractor will provide hardhats, safety vests, eye protection, and all other required protective equipment for its employees and/or subcontractors.
8. Equipment (not including transportation) necessary to document the removal of eligible debris from public access roadways, public rights-of-ways, and public property will be supplied by the Contractor.
9. The Contractor will be responsible for the training of its debris monitors. All monitors must be familiar with the Debris Monitoring Contract before initially reporting for work. Field assignment of debris monitors will be at the discretion of the City's Debris Operations Supervisor in coordination with the Debris Monitoring Contractor. Monitors must be prepared to rotate among the debris sites and supply any monitoring needs deemed necessary by the City.

B) Loading Site Monitoring Services

1. The primary function of the Loading Site Monitors is to issue proper debris load capacity tickets for eligible debris cleared and removed at locations designated by the Debris Operations Base.
2. The requirements for monitors expressed in Section A applies to Loading Site Monitors.

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3. The Loading Site Monitor will be assigned a debris removal crew to accompany and will be given a load capacity form to complete. The completed form validates where the event-generated debris originated and substantiates the capacity of the crew's truck/trailer, the debris type, and eligibility. Load capacity tickets will be issued in accordance with established procedures, and as a minimum, must contain the crew's truck number, street address, date and type of debris, time of loading, the load capacity and the Loading Site Monitor's signature. The Loading Site Monitor's signature certifies the accuracy of the information documented, and the work performed by the Debris Removal Contractor's crew. The Loading Site Monitor must retain the necessary copies of the load capacity ticket to be returned to the Debris Operations Base at the end of each shift. If the Loading Site Monitor cannot attest to the veracity of the information documented, the work performed and the eligibility of the debris the monitor will not affix his/her signature to the form and will note the ticket for nonpayment, and will report the situation to the Debris Operations Supervisor. Failure to follow the proper monitoring procedures will result in dismissal of said monitor.

C) TDSRS Monitoring Services

1. The primary function of the TDSRS Monitor is to complete the load capacity ticket received from the debris removal crew, and to estimate the volume of debris transported to the temporary debris management site for processing and storage. The TDSRS Monitor will also document and quantify the processed outgoing debris.
2. The requirements for monitors expressed in Section A applies to TDSRS Monitors.
3. For incoming debris, the TDSRS monitor will estimate the volume capacity by percentage for each truck and note arrival time. By signing the load capacity tickets, the TDSRS Monitor is estimating the quantity of debris, and attesting to the accuracy of the information documented, and the work performed. A signed and fully completed load capacity ticket is the basis for contract billings. The TDSRS Monitor must retain the necessary copies of the load capacity ticket to be returned to the Debris Operations Base at the end of each shift. If a TDSRS Monitor cannot attest to the integrity and totality of the information documented, the work performed and the eligibility of the debris, the monitor will not affix his/her signature to the form, and will log the ticket for nonpayment and report the situation to the Debris Operations Supervisor. Failure to follow the proper monitoring procedures will result in dismissal of said monitor.
4. For outgoing processed debris, the TDSRS Monitor will complete a processed debris ticket with the following information; date, time of departure, type of debris, truck driver name, truck number, prime and subcontractor name, and the TDSRS site name. The TDSRS Monitor will estimate the volume capacity by percentage for each truck and affix his/her signature attesting to the veracity of the information. The TDSRS Monitor must retain the necessary copies of the outgoing debris ticket to be returned to the Debris Operations Base at the end of each shift.
5. The City is responsible for resolving issues with the Debris Removal Contractor's crews and other Debris Removal Contractor's personnel.

D) Roving Debris Monitor Services

1. The function of the Roving Debris Monitors is to verify only eligible debris is being removed from designated public rights-of-ways, and public property within assigned debris pickup zones in the City of Mount Dora. The Roving Debris Monitors, at the discretion of the City, may supply any other monitoring needs deemed necessary by the City such as truck volume certification, emergency road clearing, and various debris removal operations.

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2. The requirements for monitors expressed in Section A applies to Roving Debris Monitors.
3. The Roving Debris Monitor will complete the following information on each debris removal form; the street address and/or Global Positioning Coordinates (GPS) for each debris removal item, the crew number, diameter size of the debris removal item and any future information the reimbursing federal agency may require. The Roving Monitor will also take photos explicitly showing the description and location of each removal. The Roving Monitor signature on the form verifies the work has been performed by the Debris Removal Contractor, and the debris is eligible. The Roving Monitor must retain the necessary copies of the debris removal form to be returned to the Debris Operations Base at the end of their shift. If the Roving Monitor cannot attest to the accuracy of the information documented, the work performed and the eligibility of the debris, the monitor will not affix his/her signature to the form and will tag the ticket for nonpayment and report the situation to the Debris Operations Supervisor. Failure to follow the proper monitoring procedures will result in dismissal of said monitor.

E) Disposal Site Monitors

1. The function of the Disposal Site Monitor is to estimate the volume of the incoming debris load on a percentage basis, and to audit the accuracy and totality of the associated debris ticket.
2. The requirements for monitors expressed in Section A applies to Disposal Site Monitors.
3. For every incoming Debris Removal Contractor vehicle, the Disposal Site Monitor will indicate the estimated volume capacity by percentage arrival time, date and the disposal facility. The Disposal Site Monitor's signature on the form verifies receipt and quantity of the debris at the final disposal site. A signed and fully completed disposal ticket is the basis for contract billings. The Disposal Site Monitor must retain the necessary copies of the disposal ticket to be returned to the Debris Operations Base at the end of each shift. If a Disposal Site Monitor cannot attest to the integrity and totality of the information documented, the work performed and the eligibility of the debris, the Monitor will not affix his/her signature to the form, and will log the ticket for nonpayment and report the situation to the Debris Operations Supervisor. Failure to follow the proper monitoring procedures will result in dismissal of said monitor.
4. The Monitor will visually observe all of the Debris Removal Contractor debris vehicles entering the Disposal facility and will ensure all vehicles exit void of debris.

F) Operational Requirements

1. General Operating Procedures:

The City will retain a Debris Removal Contractor(s) to remove, transport, process, and dispose of disaster-generated debris from the public access roadways, rights-of-ways, and public property within the City of Mount Dora. Each load of eligible debris shall be tracked using multi-page load capacity ticket. The Debris Operations Base shall provide the load capacity tickets. The following guidance provides the basic procedure for completing the load capacity tickets. Revised procedures, if necessary, may be established by the Debris Operations Base and shall be followed by the Debris Monitoring Contractor in lieu of the following procedure.

2. Load capacity ticket:

The Debris Loading Site Monitor is responsible for providing, at a minimum, the following information; location, 1st pass, 2nd pass, subsequent pass, FEMA Roadway, FHWA Roadway, time and date of loading, prime and subcontractor names, truck number, the truck driver's name,

ATTACHMENT #1

capacity in cubic yards and the debris classification. The Loading Site Monitor will sign his/her name in the INSPECTOR block for loading and will retain the necessary copies of the load capacity ticket, and provide the remaining copies to the truck driver. All load capacity tickets, used, unused, and voided must be turned in at the end of each shift. The Loading Site Monitor will maintain a log that contains the information required in Section G-2 of this Scope of Work. If the debris is processed before final deposition, the TDSRS Monitor is accountable for completing the remaining sections of the load capacity ticket. The TDSRS Monitor will not affix his/her signature if the initial loading section of the ticket is incomplete, and will note the ticket number for nonpayment. After verifying the required information is present, the TDSRS Monitor, located in the inspection tower, will estimate the volume of debris contained in the truck or trailer by percentage. Each truck or trailer must have the measured size in cubic yards recorded on the side of the truck or trailer. The TDSRS Monitor will verify the recorded truck or trailer size with the capacity stated on the load capacity ticket, and the type of debris indicated. If any discrepancies occur, the Monitor will not affix his/her signature, and will not and report the ticket for nonpayment.

For outgoing reduced debris from the debris management site, the TDSRS Monitor will indicate on the ticket, the type of debris, the name of the debris management site, the departure time of the truck, date, the truck driver's name, truck number, the prime and subcontractor name, the capacity of the truck and will estimate the volume of debris. The TDSRS Monitor will sign his/her name in the INSPECTOR block for loading and will retain the necessary copies to the truck driver. All load capacity tickets, used, unused, and voided must be turned in at the end of each shift. The TDSRS Monitor will maintain a log that contains the information required in Section G-3 of this Scope of Work.

For debris hauled directly to the disposal site, the Disposal Site Monitor will first validate the truck number recorded capacity and type of debris noted on the debris ticket provided by the driver, with the incoming debris vehicle. The Monitor will complete the name of the disposal facility, the arrival time of the truck, and estimate the volume of material contained within the bed of the truck or trailer. The estimated volume will be recorded on the load capacity ticket in the trailer. The estimated volume will be recorded on the load capacity ticket in the DEBRIS QUANTITY ESTIMATE (%) field, and the Disposal Site Monitor will sign his/her name in the INSPECTOR block for dumping. The Disposal Site Tower Monitor's copies will be turned in to the City's Debris Operations Supervisor at the end of each shift. All load capacity tickets, used, unused, and voided must be turned in at the end of each shift. The original load capacity ticket is the basis for contract billing. The Disposal Site Tower Monitor will maintain a log that contains the information required in Section G-5 of this Scope of Work.

3. Operational Requirements of Roving Debris Monitors:

Under the direction of the City, the Debris Removal Contractor will also provide various debris removal services such as hazardous stump, hanging limb, and tree removal, and emergency road clearing. The Roving Debris Monitor will ensure only eligible debris from the public access roads, public right-of-ways, and public property is removed by the Debris Removal Contractor. The Roving Debris Monitor is responsible for completing the following information on each debris removal form; the street address and/or Global Positioning Coordinates (GPS) for each debris removal item, the crew number, diameter size of the debris removal item, and the Roving Monitor signature which verifies the work has been performed by the Debris Removal Contractor. The Roving Monitor will also take photographs explicitly showing the description and location of each removal to be provided in a digital format. Photographs will be submitted at

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the end of each shift in electronic format with a log stating the location and ticket number of the removed item. All forms under this scope of work will be provided by the Debris Operations Base.

The Roving Debris Monitor will maintain a log that contains the information required in Section G-7 of this Scope of Work. The Roving Debris Monitor will retain the necessary copies of the debris removal form, and the remaining copies will be given to the crew foreman. At the end of each shift, the Roving Debris Monitor will submit their copies to the Debris Operations Supervisor. All debris removal tickets, used, unused and voided must be turned in at the end of each shift. All Contractor debris removal forms are controlled forms and must not be duplicated. The original debris removal form is the basis for contract billing by the Debris Removal Contractor.

G) Reporting

1. The Loading Site Monitor will turn in the copies of the load capacity ticket and their daily log to the Debris Operations Supervisor at the end of each shift. All load capacity tickets, used, unused and voided must be turned in at the end of each shift.
2. The Loading Site Monitor will also maintain a daily log that contains the following information at a minimum:
 - Loading location
 - Loading Site Monitor's name
 - Number of load capacity tickets issued during shift
 - Starting and ending load capacity ticket numbers
 - Property damage and Contractor induced damages
 - Crew number
 - Any problems encountered
3. The TDSRS Monitor will turn in their copies of the load capacity ticket and their daily log to the Debris Operations Supervisor at the end of each shift. All load capacity tickets, used, unused and voided must be turned in at the end of each shift.

The TSDRS Monitor will maintain a daily log that contains the following information at a minimum:

- TDSRS site
- TDSRS Tower Monitor's name
- Truck/trailer number and volume of debris hauled into site

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- Truck/trailer number and volume of debris hauled out of the site
 - Any problems encountered
4. The Disposal Site Tower Monitor will turn in their copies of the load capacity ticket and their daily log to the Debris Operations Supervisor at the end of each shift. All load capacity tickets, used, unused and voided must be turned in at the end of each shift.
 5. The Disposal Site Tower Monitor will maintain a daily log that contains the following information at a minimum:
 - Disposal site
 - Disposal Site Tower Monitor's name
 - Truck/trailer number and volume of debris hauled into site
 - Any problems encountered
 6. The Roving Debris Monitor will turn in their copies of the debris removal form, photos, and their daily log to the Debris Operations Supervisor at the end of each shift. All debris removal tickets, used, unused and voided must be turned in at the end of each shift.
 7. The Roving Debris Monitor will maintain a daily log that contains the following information at a minimum:
 - Site quadrant
 - Roving Monitor's Name
 - Debris Crew Number
 - Property damage and Contractor induced damages
 - Any problems encountered
 8. The Debris Monitoring Supervisor/Program Manager shall provide all daily timesheets to the City upon request.

H) Safety

All Debris Monitoring Contract personnel must wear safety equipment whenever on a debris management site. Contract personnel must adhere to all debris management site safety requirements and OSHA Regulations

I) Other Considerations

1. The Debris Monitoring Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to the Contractor's activities.

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2. The Debris Monitoring Contractor will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
3. The Debris Monitoring Contractor shall abide and operate under all applicable federal acts, regulations and requirements:
 - Latest FHWA Form 1273, titled Standard Federal-aid Provisions, must be physically incorporated (not referenced) into all prime and subcontractor contracts.
 - Davis-Bacon Wages Act – waived for Debris Removal services only; applies to all other work types: <http://www.fhwa.dot.gov/construction/cqit/dbacon.cfm>
 - Buy America
 - Disadvantaged Business Enterprises (DBE)
 - Americans with Disability Act (ADA)
 - Convict Labor Prohibition

Contractor shall be responsible to know all applicable federal acts, regulations and requirements associated with this work and abide by them accordingly.

4. Debris removal work and the associated monitoring service on Federal Highway (FHWA) roads must be bifurcated from non-FHWA roads. The Debris Monitoring Contractor will provide separate invoices for services on such indicated roads. Current listing of FHWA roads will be provided prior to engagement of work.

J) Payment

1. The hourly rates shall include all costs, all applicable overhead, taxes, benefits, handling charges, and profits. No travel expenses, mileage, per diem, meals, rental cars and or lodging will be paid by the City.
2. All requests for payment under this contract shall identify the positions, hourly rates and the specific individual for which the billing applies. Labor summaries with daily costs per monitor will be supplied with the FHWA portion indicated. The Contractor will invoice the City on a monthly basis.
3. Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City, indicating services have been rendered in conformity with the Contract. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.

K) Subcontractors

The successful bidder shall not employ subcontractors without the advance written permission of the City.

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3) CITY'S RIGHT TO INSPECT

The City or its authorized Agent shall have the right to inspect the Contractor's files to determine status of work on this project.

4) TERMS AND CONDITIONS OF CONTRACT

A contract/agreement resulting from this RFP shall be subject to the terms and conditions set forth in a City Contract and any terms and conditions included in this RFP. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, agreements or other documents provided by the Contractor with their submittal.

Initial Agreement Term: The initial Agreement term will be for a period of five (5) years.

Agreement Renewal Periods: Additionally, by mutual agreement and funding availability, the contract may be renewed for an additional two (2) one (1) year renewal periods unless either party provides a written notice of non-renewal at no less than 120 days prior to renewal date (Agreement anniversary date).

5) GENERAL TERMS AND CONDITIONS

A) Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project(s) pursuant to all applicable Federal, State and Local Law, Statutes, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt.

If you have questions regarding required professional licenses and Business Tax Receipt, contact the Finance Department at (352) 735-7120.

B) Principals/Collusion

By submission of this Proposals, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

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D) **Relation of City**

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) **Term Contracts – Fund Availability**

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F) **Termination**

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) **Liability**

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) **Indemnity**

The successful proposer shall indemnify and hold the City harmless from any and all liabilities, damages, losses and costs, recognizing any applicable limitations under Florida law, with such indemnification and hold harmless requirements included in the final Agreement executed between the City and said successful proposer.

I) **Assignment**

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

J) **Lobbying**

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Proposals.

Firms and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal advertisement to final Council approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or his

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designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

K) Single Proposal

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **RFP**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-CONTRACTOR to any other firm submitting under the same **RFP**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-CONTRACTOR to any other firm or firms submitting under the same **RFP** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

L) Protest Procedures

Any appeal or protest to the Request for Proposal shall be governed by the City of Mount Dora's Purchasing Policy.

M) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

N) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFP** document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

O) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business

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with the City for a specified period of time, including but not limited to: submitting bids, **RFP**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

P) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

Q) Scrutinized Company List

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of “Scrutinized Companies” is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of “Scrutinized Companies” can be found at the following link:

https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019_01_29_Web_Update_PFIA_Prohibited_List.pdf?ver=2019-01-29-130702-420

R) Billing Instructions – Awarded Professional Consultants

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Mount Dora, Accounts Payable at 510 North Baker Street, Mount Dora, FL 32757. Specific format of the invoice shall be worked out between the City and the Contactor prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

6) INSTRUCTIONS FOR BID

A) Compliance with the RFP

Bids must be in strict compliance with this **RFP**. Failure to comply with all provisions of the **RFP** may result in disqualification of Proposals.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFP**, Proposer acknowledges these conditions include Insurance Requirements.

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It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) **Acknowledgment of Bonding Requirements**

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☒ Not Applicable at this time.

☐ Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Mount Dora on a licensed bank or trust company authorized to do business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☒ Performance and Payment Bonds: Due to the Purchasing Manager on a PER EVENT BASIS within seven (7) days of event activation by the City. For projects estimated to be in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an

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award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security provided under the subsequent contract shall be in force throughout the final completion and acceptance of the individual event project.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Proposals

All RFP responses are to be delivered **before 2:00 p.m., local time**, on or before **May 8, 2023** via electronic submission at www.demandstar.com only.

The City shall not bear the responsibility for bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier.

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

1. An Evaluation Committee of at least three (3), but always an odd number, will be selected to review all responsive Proposals submitted in accordance with Statutes.
2. Subsequent to the closing of Proposals, the Purchasing Manager shall review the Proposals received and verify whether each Proposal appears to be responsive to the requirements of the published **RFP**.
3. All evaluation committee members shall review the Request for Proposals (**RFP**) issued.
4. The committee members shall review each responsive Proposal individually and score each Proposal based on the evaluation criteria stated herein.
5. Prior to the first meeting of the evaluation committee, if not included in the solicitation document, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall, on www.demandstar.com and on the City's website not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least

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one (1) day in advance of all subsequent meetings.

6. The committee members shall review each responsive Proposal individually and score each Proposal based on the evaluation criteria state herein.
7. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
8. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposal to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation for shortlist, or award if deemed so by the Committee, will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Manager to schedule the top ranked firm(s) for oral presentations/interviews.

The City reserves the right to withdraw this **RFP** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Proposal by the City or a submission of a Proposal to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Proposal does not guarantee issuance of any other governmental approval.

F) Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Purchasing Manager, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Manager will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFP** prior to submitting the Proposal or it shall be waived.

G) Proposals, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposal in response to this **RFP**, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

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H) Acceptance or Rejection of Proposals

The right is reserved by the City to waive any minor irregularities in any Proposal, to reject any or all Proposals, to re-solicit for Proposals, if desired, and upon recommendation and justification by the City to accept the Proposal which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposal of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Proposals

Requests by the Purchasing Manager to a proposer(s) for clarification of Proposals(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

J) Validity of Proposals

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All Proposals shall be valid for a period of one hundred eighty (180) days from the date of submission to accommodate evaluation and selection process.

K) Response Format

The Proposal shall be deemed an offer to provide services to the City. In submitting a Proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract. To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this RFP.

Any portions of the Proposal that do not comply with these guidelines must be so noted and explained and submitted with the Proposal. However, any Proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the RFP.

The items listed below shall be submitted with each Proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs/tab sheets. Failure by a proposer to include all listed items may result in the rejection of its Proposal.

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Tab 1 - Cover Letter

Provide a signed cover letter no longer than two (2) pages in length. Provide a positive commitment to perform the required work. The cover letter should provide the primary contact person for this engagement including his/her title, phone number, and email address. Signature should be by an authorized person that can legally bind the Respondent in this engagement.

Tab 2 - Table of Contents

Provide clear identification of the material by section and by page number.

Tab 3 – Firm Experience and Expertise

Describe previous related work experience and qualifications in the subject area. Respondent must have a minimum of five (5) years' experience working for a governmental entity with similar responsibilities. Demonstrate a clear understanding of the Scope of Work and other technical and legal issues.

If applicable, the Respondent shall provide information as to the qualifications and experience of all other personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. In addition to above, the Respondent should provide an overall approach and methodology to meeting the goals and responsibilities of the Scope of Work.

Tab 4 – Financial Stability

Describe the financial stability of the firm to enable provision of the needed services for the City.

Tab 5 – Resources and Methodology

Describe resources and methodology to be utilized in providing the requested services to the City.

Tab 6 – Proposed Rate Schedule

Provide a proposed rate schedule for all positions required to provide and/or support this service.

Tab 7 – Attachments/Addenda/Administrative Information

- City's Required Forms (See Section 7 of this document)
- Proper and Valid Licensing to conduct business in the State of Florida.
- Current Applicable Certifications.
- Certificate of Insurance (proof of current coverage). All attachments/forms required by the RFP shall be fully completed and executed by an authorized representative that can legally bind the Respondent.

Respondent shall submit all information and in the above order. Failure to do so may impact the proposal's score or result in disqualification from further consideration.

L) Proposals Evaluation Committee and Evaluation Factors

All Proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance

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with the criteria established in these documents. The City will consider all responsive and responsible Proposals received in its evaluation and award process. For evaluation purposes, the term “Responsible” means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the Proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Proposal evaluated by an evaluation committee and scored for the non-price factors to include technical response, proposal and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer’s submittal.

Proposers submitting the required criteria will have their Proposal(s) evaluated by Evaluation Committee Members and scored to include the following criteria:

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

Criteria	Maximum Criteria Points Assigned	Assigned Weight	Maximum Score Possible
Firm Experience and Expertise	30	5	150
Financial Stability	30	5	150
Resources and Methodology	30	5	150
Cost Proposal	10	5	50
Totals	100	NA	500

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Formal Oral Presentation/Interview Scoring (if requested):

If Presentations/Interview sessions are requested for shortlisted firms the following scoring process will apply:

A maximum of 4 points can be assigned to each firms' session. The points assigned will be multiplied by a weight of 2.5 to equal a maximum of 10 possible points for a final scoring. The Presentation/Interview final scoring will determine the final ranking of shortlisted firms.

Drug-Free Workplace:

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Proposals received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Mount Dora, these services should be identified and included in the request response.

Tie Breaker:

If there are tie bids, meaning everything except the information relating to the Proposer is the same, the following methods shall be used in the order below to break the tie:

- Drug free workplace policy in place.
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie Proposer who has or had a contract with the City and performance is or was not satisfactory, the other tie-Proposer is awarded.
- Time of proposal delivery may be used as a final tie-breaker if the above does not result in an award.

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7) **REQUIRED FORMS**

Required forms:

1. Proposers Checklist
2. Proposers Qualification Form
3. Conflict of Interest Affidavit
4. Declaration Statement
5. Insurance Requirements
6. Hold Harmless Form
7. Drug Free Workplace Certification
8. Non-Collusion Affidavit of Prime Bidder
9. Acknowledgements
10. Public Records Law
11. Reference Form
12. Public Entity Crimes Statement
13. Firm Information
14. W9
12. Proposal Pricing Form

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PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Proposals.

Proposer should check off each of the following items as the necessary action is completed:

- ☐ All required and applicable forms have been signed and included
- ☐ All information as requested in the Proposer's Proposal Form is included.
- ☐ Any addenda have been signed and included.
- ☐ The Proposals must be submitted via www.demandstar.com no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

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PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
		\$ _____
		\$ _____
		\$ _____

LIST CURRENT PROJECTS IN WHICH YOU ARE THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a contract? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

CONTRACT TOTALS:

List total contract amounts for work performed on all completed **Emergency Debris Monitoring Services** related projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Totals must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ _____ Total Contract Amounts for work done on all past related projects.

ATTACHMENT #1

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the Proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of Proposals without prejudice.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

ATTACHMENT #1

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2023.

(stamp)

NOTARY PUBLIC

ATTACHMENT #1

DECLARATION STATEMENT

City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: RFP NO. 23-PW-014 - "EMERGENCY DEBRIS MONITORING SERVICES"

Dear Mayor and Council Members:

The undersigned as Proposer, or on behalf of Proposer, declares that this Response is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the Responses.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **RFP #23-PW-014 "EMERGENCY DEBRIS MONITORING SERVICES."**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____, 20__ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

ATTACHMENT #1

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | INSURANCE TYPE | REQUIRED LIMITS |
|--|---|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. |
| ☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Firm shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Firm or anyone employed or utilized by the Contractor/Vendor/Firm in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
| This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora. | |
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Mount Dora must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

ATTACHMENT #1

INSURANCE REQUIREMENTS
(Continued)

- ☒ 9. The City of Mount Dora shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state **RFP #23-PW-014 “EMERGENCY DEBRIS MONITORING SERVICES.”**

=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer’s Agent

ATTACHMENT #1

HOLD HARMLESS AFFIDAVIT

The Contractor/Vendor/Firm is required to purchase and maintain minimum limits of \$1,000,000 per occurrence for all liability, which includes general liability and, if applicable, automobile liability. Other coverage may be required where applicable.

The Contractor/Vendor/Firm agrees to hold the City of Mount Dora harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, unless such claims are a result of the City's sole negligence.

The Contractor/Vendor/Firm shall purchase and maintain workers' compensation insurance & employer's liability in accordance with Florida Statute Chapter 440 and City policy. The Contractor/Vendor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the City purchasing representative requesting the service.

By signature upon this form the Contractor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Contractor/Vendor-Print Name

Signature

Project Name

Date

The effective dates of this Hold Harmless Affidavit shall be for the duration of the contract associated with this work. The final Agreement will include or reflect this hold harmless affidavit.

ATTACHMENT #1

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☐ YES
☐ NO

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

ATTACHMENT #1

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

I am the _____ of _____, (Proposer) which has submitted a Response to City of Mount Dora RFP #23-PW-014.

I am fully informed respecting the preparation and contents of the Response to RFP #23-PW-014, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFP #23-PW-014, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFP #23-PW-014 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2023.

(stamp)

NOTARY PUBLIC

ATTACHMENT #1

ACKNOWLEDGEMENTS

**RFP #23-PW-014
“EMERGENCY DEBRIS MONITORING SERVICES”**

**To: City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757**

_____(Proposer) guarantees its Response to RFP #23-PW-014 for a period not to exceed one hundred twenty (180) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

The Contractor, by signing these **RFP** Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this **RFP** Document.

Dated this _____ day of _____, _____
(Month) (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

ATTACHMENT #1

State of Incorporation: _____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

Remainder of Page Intentionally Left Blank



COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: **RFP #23-PW-014**

Date: _____

ATTACHMENT #1

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Proposals for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
2. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
3. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
4. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

ATTACHMENT #1

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: _____ [NAME] as the _____ [TITLE] of _____ [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is _____.
2. I understand that a “public entity crime” as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Florida Statutes, Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

ATTACHMENT #1

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2023.

(stamp)

NOTARY PUBLIC

ATTACHMENT #1

FIRM INFORMATION

FIRM is a:

- () Corporation
() Partnership
() Sole Proprietorship
() Other _____ (Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

ATTACHMENT #1

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Apply to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

____ - ____ - _____

OR

Employer identification number

____ - ____ - _____

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► _____

Date ► _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.

ATTACHMENT #1
PROPOSAL PRICING FORM
RFP 23-PW-014
“EMERGENCY DEBRIS MONITORING SERVICES”

Therefore, the undersigned, Hereinafter called “Proposer” hereby certifies that he/she has familiarized himself/herself with the extent of the work, and having examined carefully the scope of services herein, propose to furnish all labor, materials, equipment, vehicles, fuel and services without exception, for the Emergency Debris Monitoring Services. The hourly rates stated herein will be utilized with actual quantities used per event.

It is understood that hourly rates below include data management and support to the City in a format that is standard with FEMA and/or FHWA for reimbursement for such services to the City. By submitting a proposal the Contractor agrees to assist the City with any/all support needed to obtain FEMA and/or FHWA reimbursements.

	Position Description	Estimated Quantity (per event)	Hourly Rate	Extended Total
1.	Project Manager	1	\$	
2.	Field Supervisor	2	\$	
3.	Loading Site Monitors	2	\$	
4.	TDSRS Monitors	2	\$	
5.	Disposal Site Tower Monitors	2	\$	
6.	Roving Monitors	5	\$	
7.	Operations Manager	1	\$	
8.	Data Manager	1	\$	
9.	Administrative Assistant	1	\$	
Grand Total Amount (used or scoring purposes only)			\$	

Grand Total (Written) _____

The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this Proposal is accepted, to contract with the City of Mount Dora in the form of an Agreement, to furnish all necessary materials, equipment, transportation, labor and service necessary to complete the work covered by the Proposal and Agreement Documents for this work. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein. Proposer agrees to supply the products and services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Proposal and the associated Agreement." Proposer further agrees the City shall compensate Proposer at the pricing shown above for work actually performed.

Form Continued on Next Page

ATTACHMENT #1

Firm: _____

Name: _____

Address: _____

Telephone Number: _____

Contact Email Address:

Company Authorized Representative Name:

Signature/Date:

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

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ATTACHMENT #1

Exhibit “A”

REQUIRED FEDERAL PROVISIONS

ATTACHMENT #1

FEDERAL PROVISIONS

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR Part 200. As a result, firms awarded federally funded contracts by the City of Mount Dora must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically states otherwise. These terms and conditions are hereby incorporated into any resulting contract.

Definition

Firm means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity.

Age Discrimination Act of 1975

All suppliers, Respondents, sub-respondents, consultants, and sub- consultants must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits discriminating 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. §§ 12101– 12213).

Byrd Anti-Lobbying Amendment

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, Respondents, sub-respondents, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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 an 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

ATTACHMENT #1

U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Civil Rights Act of 1964 – Title VI

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Civil Rights Act of 1968

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

Clean Air Act and Federal Water Pollution Control Act (Clean Water Act)

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401– 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to 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).

Contract Work Hours & Safety Standards Act All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the *Contract Work Hours and Safety Standards Act* (40 U.S.C. 3701–3708) and

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where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Copeland “Anti-Kickback” Act

All suppliers, Respondents, sub-respondents, consultants, and sub- consultants must comply with the with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Respondents and Sub- Respondents 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 Respondent or sub-recipient 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.

Davis-Bacon Act

All suppliers, Respondents, sub-respondents, consultants, and sub- consultants must comply with *Davis-Bacon Act*, as amended (40 U.S.C. 3141–3148).When required by Federal program legislation, all prime construction contracts in excess of \$2,000 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”).

Debarment and Suspension

All suppliers, Respondents, sub-respondents, consultants, and sub- consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

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Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

Energy Policy and Conservation Act

All Suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Fly America Act of 1974

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, Respondents, sub-respondents, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

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Patents and Intellectual Property Rights	Unless otherwise provided by law, suppliers, Respondents, sub-Respondents, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, Respondents, and sub-respondents, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Procurement of Recovered Materials	All suppliers, Respondents, and sub-Respondents, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Terrorist Financing	All suppliers, Respondents, sub-Respondents, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.
Trafficking Victims Protection Act of 2000	All suppliers, Respondents, sub-Respondents, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the <i>Trafficking Victims Protection Act of 2000</i> , (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR§ 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally-funded procurements.
Rehabilitation Act of 1973	All suppliers, Respondents, sub-Respondents, consultants, and sub- consultants must comply with the requirements of Section 504 of the <i>Rehabilitation Act of 1973</i> , 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under

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any program or activity receiving Federal financial assistance.

Universal Identifier and System of Award Management (SAM)

All suppliers, Respondents, sub-Respondents, consultants, and sub- consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

USA PATRIOT Act of 2001

All suppliers, Respondents, sub-Respondents, consultants, and sub- consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Whistleblower Protection Act

All suppliers, Respondents, sub-Respondents, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Termination Provisions

Nassau County may terminate any resulting contract should the Respondent fail to abide by its requirements.

Legal Remedies Provisions

In instances where the Respondent violates or breaches contract terms the County shall use such sanctions and penalties as may be appropriate.

Conflict of Interest Provisions

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to

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be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

Access to Records and Record Retainage

In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. Nassau County, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Domestic Procurement Preference.

As appropriate and to the extent consistent with law, Nassau County Respondent should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products).” For purposes of this clause, (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) “manufactured products” means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Telecommunications Huawei / ZTE Ban

2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system 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 from the Chinese manufacturers Huawei and ZTE.

EXHIBIT “B”

FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts

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FHWA-1273 -- Revised July 5, 2022

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

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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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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.

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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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. 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.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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:

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(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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

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

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(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, 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 Administrator for determination. The 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 (29 CFR 5.5)

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 (29 CFR 5.5)

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. 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

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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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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 (29 CFR 5.5)

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

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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. 29 CFR 230.111(e)(2). 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 as provided in 29 CFR 5.5.

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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 (29 CFR 5.5)

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

Pursuant to 29 CFR 5.5(b), 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. 29 CFR 5.5.

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 currently provided in 29 CFR 5.5(b)(2)* 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. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

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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. 29 CFR 5.5.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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

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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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to 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). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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

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who has entered into a covered transaction with a recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

* * * * *

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 CFR 180.335;

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

ATTACHMENT #1

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

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:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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

ATTACHMENT #1

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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

(23 CFR 633, Subpart B, Appendix B) 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 employed on the contract work, and (b) the number of

ATTACHMENT #1

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 #1

EXHIBIT “C”

ZOOM MEETING ACCESS INFORMATION

Solicitation Opening via ZOOM:

Join Zoom Meeting

<https://us06web.zoom.us/j/81459053281?pwd=K2V4MC9DWXFXcGZ3UUloVExSRmtodz09>

Meeting ID: 814 5905 3281

Passcode: 014290

One tap mobile

+13052241968,,81459053281#,,,,*014290# US

+16469313860,,81459053281#,,,,*014290# US

Dial by your location

+1 305 224 1968 US

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 720 707 2699 US (Denver)

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 689 278 1000 US

+1 719 359 4580 US

Meeting ID: 814 5905 3281

Passcode: 014290

Find your local number: <https://us06web.zoom.us/j/kbxc4GvzQR>



ATTACHMENT #2

RFP #23-PW-014

EMERGENCY DEBRIS MONITORING SERVICES

Due: Thursday, June 8, 2023 at 2:00 PM



CITY OF
MOUNT
D O R A

Prepared by:
DebrisTech, LLC
335 N. Monroe St.
Tallahassee, FL 32301

Contact:
Brooks Wallace, P.E.
601-658-9598
brooks@debristech.com

Real-Time Data. Real-Time Recovery.

www.DebrisTech.com

ATTACHMENT #2

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Tab 1 - Cover Letter



DEBRISTECH

June 8, 2023

City of Mount Dora
 510 North Baker Street
 Mount Dora, FL 32757

RE: RFP #23-PW-014
Emergency Debris Monitoring Services

To the Selection Committee Members of the City of Mount Dora,

DebrisTech, LLC, is a full-service debris monitoring firm built upon a foundation of experience, knowledge, and technology. DebrisTech's team possesses proven experience in aiding entities in receiving their **maximum reimbursement from FEMA**. Our management team comes to the table with a combined experience of over half a century of working with FEMA, disasters, and debris removal monitoring. We believe that DebrisTech is the best debris monitoring choice for the following reasons:

RECENT, SCALABLE EXPERIENCE: DebrisTech has provided debris monitoring services in response to hundreds of contract activations across the United States and Puerto Rico. These range from smaller projects following localized storms to massive multi-county projects following wide-spread natural disasters, including Hurricane Ian (2022), Kentucky Tornadoes (2021), Oklahoma Ice Storms (2020), and Iowa Derecho (2020). DebrisTech has responded to every contract activation and has never failed to respond within 24 hours to a contract activation since its formation.

INDUSTRY-LEADING, COST-SAVING TECHNOLOGY: DebrisTech has the most innovative, advanced, and user-friendly Automated Debris Management System (ADMS) in the industry. ADMS reduces human error and restricts potentially fraudulent activities which are associated with paper ticket systems. DebrisTech continues to set the standard with upgraded features that lead to significant client savings. This technology results in **faster** project obligation from FEMA and **faster** reimbursement from recipients of federal funds.

DebrisTech's ADMS features allow our Supervisors and Managers to oversee debris operations in real-time and provide immediate feedback to debris monitors. Transparency is an integral feature of any monitoring process having multiple components and large-scale debris operations can have thousands of components daily. FEMA requires the Applicant to monitor all contracted debris



operations to ensure the quantities and work claimed are accurate and eligible. DebrisTech's ADMS is structured so that data is entered once and populates all required documents needed from project obligation to closeout. Supplemental documentation is captured and available as needed to support claimed costs. For instance, pictures are taken of every load coming in and out of dump sites, these pictures are available but not required by FEMA. Other unique features are located in the **Industry-Leading Reports** section.

DEBRISTECH e-Ticket 001206810

Truck Num: 00009113

Project: December 2021 Tornado Debris Removal

Prime: Ashbrite

Sub: County Waste

Owner: County waste

Contract: Road: Debris Type: C & D

Zone: Dawson Springs

CS-2011

Transit Time: 14:32

Load Info: Time: 16:30:28 Date: 3/15/22

Measurement Info: Time: 7:02:36 Date: 3/16/22

Disposal Info: Time: 7:25:23 Date: 3/16/22

Loc: 37.1683, -87.6956

Site ID: RIAFDS

Mon: Joseph James Gray

Mon: Jacob Michael Todd

Mon: CHRISTOPHER ALLEN

Capacity (CY): 74

Pay (CY): 55.5

www.DebrisTech.com

SIMPLE, COMPETITIVE PRICING: DebrisTech's pricing structure is simple and straightforward. Since data is entered a single time and populates all required and supplemental documentation, it is DebrisTech's preference to only bid on field positions utilized in debris monitoring operations. Positions that have non-operational functions, such as Data Entry Clerks or Administrative Assistants, are not billed for as these positions' functions are embedded into DebrisTech's ADMS. An ADMS that is truly automated will not require these positions to be filled and all administrative support functions are absorbed by DebrisTech and not passed along to clients.

REAL-TIME DATA, FIRST-CLASS SERVICE: All of our data is accessible by our clients in real-time, giving you essential and timely information as you oversee this contract. By building a company solely focused on debris removal monitoring, we are able to provide you with our full and undivided attention. Please don't hesitate to contact me directly as the main point of contact and authorized negotiator for this proposal either by phone: **601-916-1113**, or by email: **brooks@debristech.com**.



Thank you for your consideration,

Brooks R. Wallace, P.E.
Founder and Managing Principal

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DEBRISTECH



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Tab 3 - Firm Experience and Expertise



DEBRISTECH



EXECUTIVE SUMMARY

Organization Profile

When a major disaster strikes, it is critical that response and recovery efforts be carried out quickly, safely, and efficiently. Since 2010, our Automated Debris Management System has provided real time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Debris Removal Monitors, equipped with our tracking devices, keep a bullet-proof digital record from cradle-to-grave. Modeled after proven debris monitoring methods, DebrisTech replaces hand written tickets with real-time data collection devices, raising the bar for documentation and security. Built-in automated fraud detection and audit tools reduce the risk of fraudulent activities and minimize the potential of costly de-obligations.

Our system can also provide agencies such as FEMA or the Inspector General real-time access to this data. This access allows auditors to begin their task early, meaning *quicker reimbursement and recovery*. DebrisTech takes pride in cultivating personal, lasting relationships with our clients. DebrisTech is committed to providing the attention and service that is second to none. Our trained professionals have extensive experience in the areas of:



RESPONSE



PROCUREMENT



OPERATION



PLANNING



CONTRACT MANAGEMENT



ACCOUNTING SYSTEMS



EXECUTIVE SUMMARY

RESPONSE

Within 48 hours of notification, DebrisTech will provide adequate number of professionals and qualified personnel to monitor all debris loading sites and debris management sites. DebrisTech will increase its staffing from this point depending on the amount of removal equipment provided by the removal contractor. Major increases to the debris or monitoring staff will be disclosed to the client's designated debris manager.

PROCUREMENT

We are prepared to assist in the procurement process for the debris removal contractor by providing RFP templates and proposal evaluation assistance. DebrisTech's Debris Monitoring System Documentation will verify to FEMA that your debris removal operations are eligible for reimbursement, costs are reasonable, contract and procurement processes are appropriate, quantification of the debris is accurate, and the tracking of the debris to its final disposition is recorded and in absolute compliance with all regulatory requirements.



OPERATION

Debris removal monitoring is a very engaged process requiring focus and understanding of many areas of operation and federal guidelines. DebrisTech fully understands that these areas include:

- Understanding of removal contracts and reimbursements
- Accurate and objective estimation of debris quantities
- Understanding of all phases of debris management operations
- Knowledge of loading sites, DMSs, and final disposition sites
- Accurate differentiation of debris types
- Adherence to and understanding of site safety procedures
- Effective and efficient communication
- Experience and knowledge of construction machinery

DebrisTech has expertise in all of these critical areas of operation.



EXECUTIVE SUMMARY

PLANNING

Before a disaster, DebrisTech helps the Client with its Debris Management Plan to ensure it meets FEMA regulations. We act as advisors to the Client to maximize its return with FEMA. Our services in the planning stages will be at **NO COST** to the Client. The planning stage is a service DebrisTech provides as the Client's Monitoring Firm. With our ADMS, you have 24/7 access to the database that provides real-time updates on the progress of the Cleanup.

CONTRACT MANAGEMENT

DebrisTech is eligible to respond to this request for proposals based on experience acquired from providing debris monitoring services in response to more than 125 contract activations across 16 states and the commonwealth of Puerto Rico since 2010. DebrisTech, LLC certifies that it has never had any contract cancelled since formation in August of 2010.

ACCOUNTING SYSTEMS

The DebrisTech Automated Debris Management System provides accurate accounting for all loads and detailed information on stumps and leaning trees. A barcode application tool is provided to attach a unique barcode to each tree surveyed. A digital photo, GPS coordinates, timestamp, tree/stump size, inspector ID are collected with that barcode at three critical points of the removal process.

- When originally surveyed and marked for removal
- When loading for transport to the Disposal Site
- When offloaded at the Disposal Site

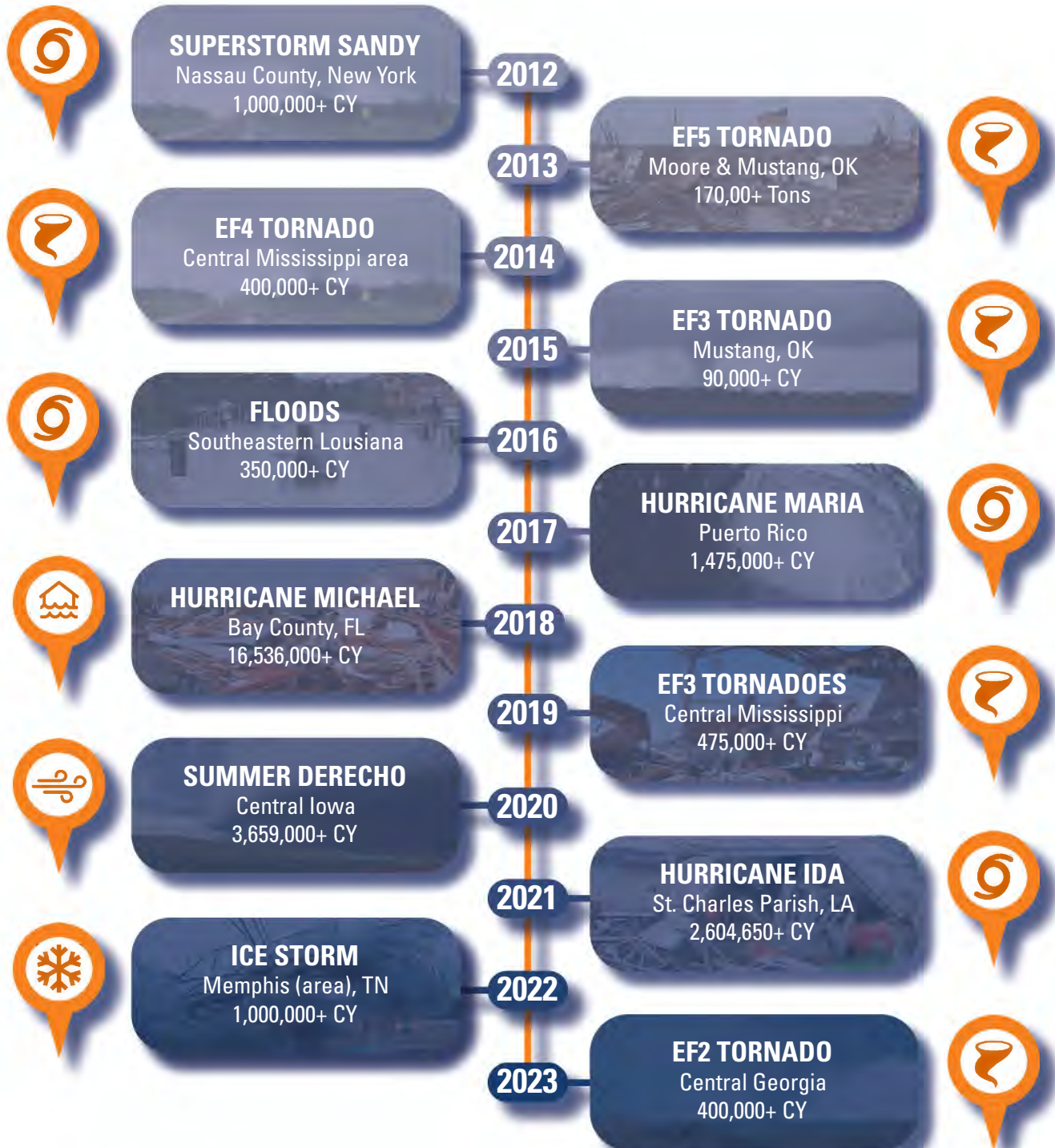
A unique truck/trailer barcode scanned at the loading and offloading points provides additional information.





DEBRIS HIGHLIGHTS

Our DebrisTech team has responded to federally declared disasters across the United States and has monitored **over 50 million cubic yards** of debris. Some of our many projects are highlighted below:





DebrisTech's **DT360** is a cutting edge innovation designed to assist the Client with additional documentation for the FEMA reimbursement process. DebrisTech has the ability to document 360 degrees of every mile of right-of-way within a Client's area of maintained responsibility. This added documentation is recommended as FEMA's guidance recently changed on September 16, 2022 regarding documentation requirements for hazardous trees and limbs. FEMA now *"requires documentation supporting the specifics of the immediate threat with the location and photograph or video documentation"*.



Costs associated with hazardous tree and limb removal are subject to multiple levels of FEMA review. Documentation is scrutinized and questioned tickets often are removed from project totals. In some cases, the questioned tickets are added back only after a lengthy appeal process. The **DT360** footage is supplemental documentation used in a case-by-case scenario, to help ensure accurate project obligation. [Click this link](#) or scan the QR code to see sample **DT360** footage.





FEMA REIMBURSEMENT

DebrisTech has managed hundreds of debris monitoring projects since 2020. In that time, DebrisTech clients have zero reimbursement dollars disallowed that were directly caused by a failure of the debris monitoring process. DebrisTech's monitoring process is transparent and provides clients with direct access to every completed debris ticket. DebrisTech offers a pre-check of every hazardous tree and exposed stump which allows clients to individually approve prior to removal. DebrisTech's Private Property Debris Removal (PPDR) process captures all required documentation from landowners prior to debris removal. Each of these processes are examples of DebrisTech's conscious effort to ensure clients have zero unforeseen reductions and are provided documentation exactly as described by FEMA-PA and FHWA-ER guidance. DebrisTech goes even further by deploying the DT360 team ahead of debris operations to document the pre-event condition of every mile of roadway maintained by our clients.

FEMA Compliance

DebrisTech monitors the debris removal process from site loading to disposal with electronic tracking ensuring FEMA compliance. Accurate documentation of debris removal and disposal operations and eligible associated costs is essential for any and all grant reimbursements from FEMA. DebrisTech's Debris Monitoring System Documentation will verify to FEMA that your debris removal operations are eligible for reimbursement, costs are reasonable, contract and procurement processes are appropriate, quantification of the debris is accurate, and the tracking of the debris to its final disposition is recorded and in absolute compliance with all regulatory requirements. Our debris monitors understand FEMA policies and guidelines, including eligibility issues and specifically those relating to debris. However, each disaster is unique and we will work with you and FEMA to develop any specific protocols necessary for your particular situation.



Invoicing and Contractor Invoice Reconciliation

DebrisTech conducts a thorough review and reconciliation of the contractor(s) invoices submitted to the applicant. The DebrisTech, FEMA certified truck certification forms, and debris ticket database are used to verify each load billed by the contractor. The review includes a review of the collection date, time, and location from the removal location and the measurement and disposal locations. DebrisTech also compares the volume/weight of every load from the invoice with our digital recorded records. After review, DebrisTech submits the finalized invoice with a recommendation for payment to the Client. The recommendation includes a letter from the principal summarizing the reconciliation, including discrepancies addressed, and copies of the invoice recommended for payment.



FEMA REIMBURSEMENT

eTickets are the starting point for all claimed costs. Each eTicket captures a single reimbursable line item. eTickets are summarized in daily reports to the Client. The daily reports also provide cumulative project totals so the Client will always know the exact quantity and type of debris removed to date. At the end of each invoice period, eTickets are grouped and attached to invoice summaries. Since every eTicket is reconciled at the close of business daily between DebrisTech and the debris hauler, invoice recommendation is a seamless process.

DebrisTech's ADMS allows the Client to be engaged with daily operations. Supervisors must review and approve every eTicket prior to daily summaries being sent out. In this way, DebrisTech's ADMS requires the Client, DebrisTech, and the debris hauler to work together each day to produce accurate documentation. Reconciliation of multiple days, weeks, or months of documentation at once is an arduous approach that fails to produce a consistent product. Daily reconciliation is the most effective method of ensuring engagement, awareness, and accuracy to debris operations.

Each of these embedded procedures being performed daily for every eTicket equals documentation that is clear, concise, and consistent. DebrisTech team member Buck Dickinson is a former State Public Assistant Officer for the Florida Division of Emergency Management. His seven plus years of experience with the Recovery division plus DebrisTech's comprehensive ADMS processes, procedures, and documentation will provide the Client with accurate reimbursement and closeout.

FEMA Initial Damage Estimates

DebrisTech approaches debris estimation builds on the industry standard guidance provided by FEMA and the US Army Corp of Engineers. In addition to utilizing the time-tested FEMA modeling software, HAZUS, DebrisTech brings decades of hands-on experience to ensure the most accurate estimates are provided to the Client. DebrisTech can provide the Client with estimates that can be used for Expedited Project development to get cash flowing as soon as possible.

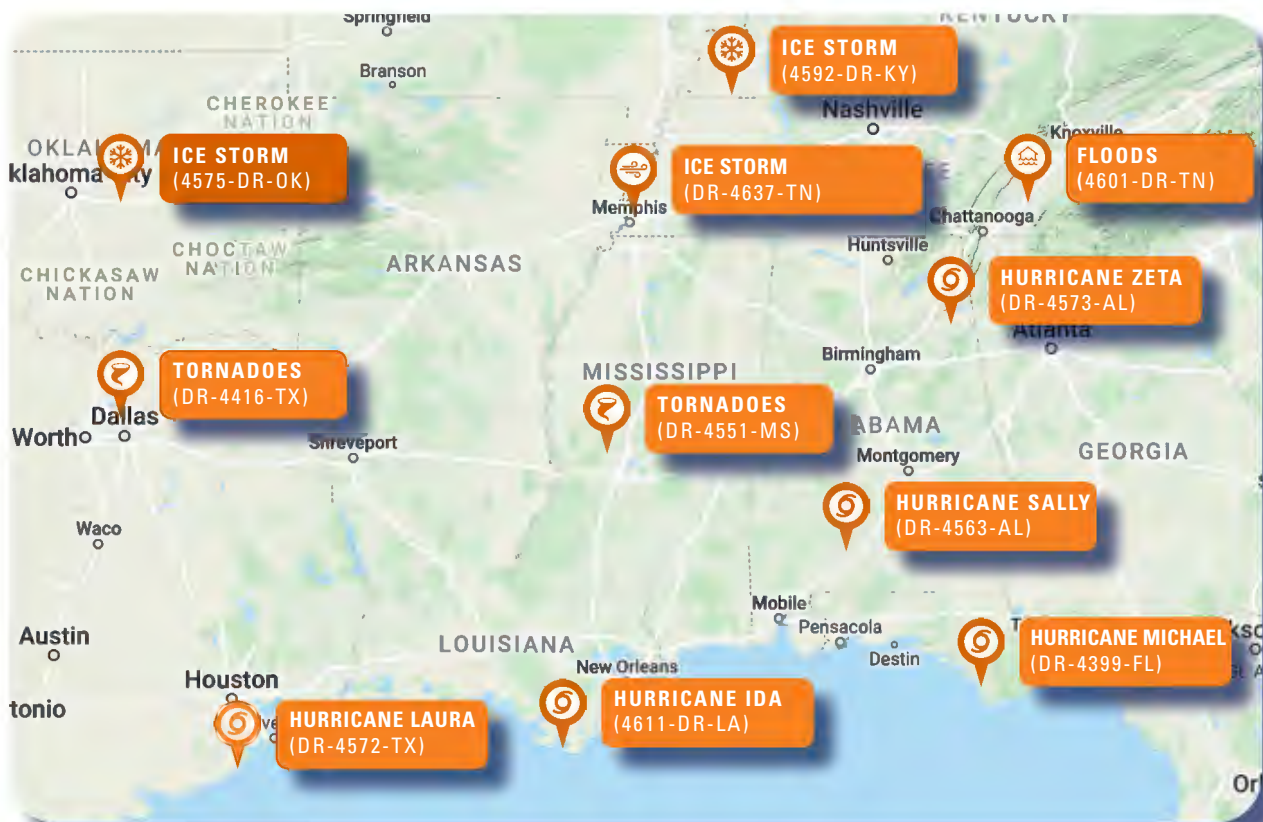
Immediate Needs Funding

Immediate needs funding is accomplished through creating an Expedited Project with FEMA. DebrisTech's debris estimation and Public Assistance experienced team members are well versed in developing Expedited Projects and fully understands the benefits and drawbacks from choosing this project path. To fully realize the speed of an expedited project there are many documents that must be provided to FEMA through the Grants Portal system prior to project obligation. Delays in providing these documents to FEMA can delay the obligation of expedited projects, and DebrisTech's team is experienced in providing the exact documents needed for this path. Expedited projects are obligated at 50% of the approved estimated cost and require project versioning to receive the remaining funds. In some cases, entering projects as "Work to be Completed", which are obligated at 100%, can be a quicker path to receiving project funding at the respective cost share.



DISASTER EXPERIENCE

DebrisTech, LLC provides debris monitoring services to clients across the United States. Since 2010, our team has served every level of government in response to *more than 65 federally declared disasters* across the country and has never had a contract terminated for failure to perform. In the past two years alone, DebrisTech was responsible for the documentation and monitoring of the removal of tens of millions of cubic yards of eligible storm-generated debris for over 190 projects. Below is a map showing several of the recent disasters in which DebrisTech was an integral part of the recovery process for cities and counties:



Through our decades of experience and hundreds of project activations, DebrisTech has demonstrated a wide-range of special disaster recovery program management services, including: monitoring of private property/right-of-entry (ROE) work, waterway/marine debris clean-up, sand recovery/beach remediation, hazardous tree/limb removal, hazardous material removal, vessel and vehicle recovery, data management, contracting/invoice reconciliation, and FEMA appeals assistance.



FLORIDA EXPERIENCE

Since Hurricane Matthew devastated the state of Florida in 2016, the DebrisTech team has been working in Florida to assist cities and counties by monitoring debris removal for maximum FEMA reimbursement. Since 2016, DebrisTech has responded to 6 federally declared disasters in Florida and has assisted 17 entities, including including the Florida Division of Emergency Management. Below is a list of our experience throughout Florida:



DebrisTech Cities Served:

City of Arcadia

City of Atlantic Beach

City of Holmes Beach

City of Jacksonville Beach

City of Longwood

City of Neptune Beach

City of Panama City

City of Punta Gorda

City of Rockledge

City of St. Augustine

Town of Longboat Key

DebrisTech Counties Served:

Bay County

Glades County

Hardee County

Indian River County

Santa Rosa County

Other Entities Served:

Florida Division of
Emergency Management



Federal Disasters in FL:

DR-4283-FL 2016 Hurricane Matthew

DR-4337-FL 2017 Hurricane Irma

DR-4399-FL 2018 Hurricane Michael

DR-4564-FL 2020 Hurricane Sally

DR-4673-FL 2022 Hurricane Ian

DR-4680-FL 2022 Hurricane Nicole



LARGE SCALE PROJECTS

DebrisTech has the capacity and experience to handle large-scale disaster events as necessary. Below are the DebrisTech projects where the total amount of debris monitored exceeded 1 million cubic yards.

EVENT	CLIENT	TOTAL CUBIC YARDS	YEAR
ICESTORM (DR-4637-TN)	City of Memphis, TN	1,000,681	2022
HURRICANE IDA (DR-4611-LA)	St. Charles Parish, LA	1,679,829	2021
DERECHO (DR-4557-IA)	City of Cedar Rapids, IA	4,618,442	2020
DERECHO (DR-4557-IA)	City of Marion, IA	1,114,546	2020
HURRICANE MICHAEL (DR-4399-FL)	City of Panama City, FL	5,843,262	2018
HURRICANE MICHAEL (DR-4399-FL)	Bay County, FL	10,442,409	2017
HURRICANE MARIA (DR-4339-PR)	Department of Transportation and Public Works, Puerto Rico	1,475,332	2017

In addition to large scale projects, DebrisTech has demonstrated experience with large-scaled clients and contracts. DebrisTech currently holds contracts with:



Mississippi Emergency
Management Agency



Association of County
Commissions of Alabama



North Carolina Department
of Public Safety



Florida Division of
Emergency Management



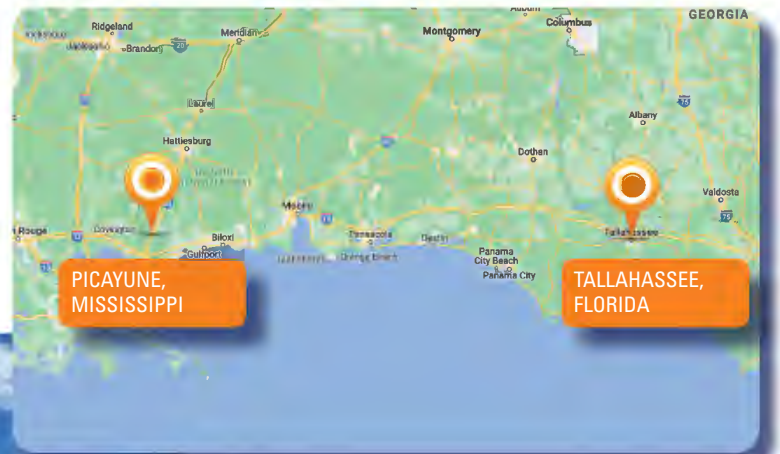
Puerto Rico Department of
Transportation and Public Works



MOBILE CAPACITY

Since our founding in 2010, DebrisTech, LLC is solely focused on providing its clients with a personalized and professional debris monitoring solution. Based in Picayune, MS, as our principal office, with an auxiliary office in Tallahassee, FL, DebrisTech provides debris monitoring services to clients across the United States with a full-time staff of approximately 200.

Our three state-of-the-art mobile offices allow us to respond with full force to any Client's need across the country. These mobile offices can be deployed immediately and are fully functional to meet the needs of the Client. For longer term projects (recent examples would be Memphis, TN and St. Charles, LA) we rent local office space to house our local headquarters for the duration of the project.





RECENT PROJECTS

DebrisTech has worked with entities at the local, county and state level across the United States and Puerto Rico to document and monitor debris removal for maximum FEMA reimbursement. The following pages list a comprehensive look at our extensive debris monitoring experience:

EVENT	CLIENT	DEBRIS MONITORED	LEAD/SUB	STATUS
2022 FLOODS (DR-4655-MT)	Montana Disaster and Emergency Services	Ongoing	Lead	Ongoing
2023 TORNADOES (DR-4698-AR)	City of Wynne, AR	Ongoing	Lead	Ongoing
	Wynne Water Utilities	Ongoing	Lead	Ongoing
	Cross County, AR	Ongoing	Lead	Ongoing
	City of Jacksonville, AR	Ongoing	Lead	Ongoing
2023 TORNADOES (DR-4697-MS)	Carroll County, MS	Ongoing	Lead	Ongoing
	City of Winona, MS	Ongoing	Lead	Ongoing
	Montgomery County, MS	Ongoing	Lead	Ongoing
	Panola County, MS	Ongoing	Lead	Ongoing
	City of Amory, MS	Ongoing	Lead	Ongoing
	Three Rivers Railroad, MS	Ongoing	Lead	Ongoing
	Monroe County, MS	Ongoing	Lead	Ongoing
	Itawamba County Railroad, MS	Ongoing	Lead	Ongoing
	Dept Wildlife, Fisheries & Parks	Ongoing	Lead	Ongoing
2023 STRAIGHT-LINE WINDS (DR-4702-KY)	Muhlenberg County, KY	Ongoing	Lead	Ongoing
	McCracken County, KY	Ongoing	Lead	Ongoing
2023 TORNADOES (DR-4701-TN)	Tipton County, TN	Ongoing	Lead	Ongoing
	City of Covington, TN	Ongoing	Lead	Ongoing
2023 TORNADOES (DR-4684-AL)	Elmore County, AL	Ongoing	Lead	Ongoing
	Dallas County, AL	Ongoing	Lead	Ongoing
(DR-4117-OK)	City of Eutaw, AL	Ongoing	Lead	Ongoing



RECENT PROJECTS

EVENT	CLIENT	DEBRIS MONITORED	LEAD/SUB	STATUS
2023 TORNADOES				
(DR-4684-AL)	Spalding County, GA	82,778.2 CY	Lead	Ongoing
(DR-4685-GA)	Butts County, GA	18,476 CY	Lead	Ongoing
2022 TROPICAL				
STORM NICOLE	City of St. Augustine, FL	2,577 CY	Sub	Complete
(EM-3587-FL)	City of Rockledge, FL	636 Tons	Sub	Complete
2022 HURRICANE	Glades County, FL	8,992 CY	Lead	Complete
IAN (DR-4673-FL)	Indian River County, FL	11,996 CY	Lead	Complete
	City of St. Augustine, FL	6,267 CY	Sub	Complete
	City of Holmes Beach, FL	10,347.2 CY	Lead	Complete
	Town of Longboat Key, FL	29,510.4 CY	Lead	Complete
	City of Rockledge, FL	362.4 CY	Sub	Complete
	Hardee County, FL	308,453.8 CY	Sub	Complete
	City of Arcadia, FL	115,139.5 CY	Sub	Complete
	Longwood, FL	18,795.5 CY	Lead	Complete
	City of Punta Gorda, FL	224,056 CY	Sub	Complete
2022 FLOODS	Letcher County, KY	19,682 CY	Sub	Complete
(DR-4663-KY)	Floyd County, KY	PPDR	Sub	Ongoing
	Transportation Cabinet, KY	159,462.2 Tons	Sub	Ongoing
2022 ICE STORM	City of Memphis, TN	959,054.5 CY	Lead	Complete
(DR-4645-TN)	City of Germantown, TN	36,431.2 CY	Lead	Complete
	City of Bartlett, TN	7,767.5 CY	Lead	Complete
2021 TORNADOES	City of Dresden, TN	6,703.9 Tons	Lead	Complete
(DR-4637-TN)	Hopkins County, KY	400,005.9 CY	Sub	Complete
(DR-4630-KY)	Muhlenburg County, KY	87,827.3 CY	Sub	Complete
	Fulton County, KY	38,154.3 CY	Sub	Complete
	Caldwell County, KY	206,958.6 CY	Sub	Complete
	Marshall County, KY	515,737.8 CY	Sub	Complete
2021 HURRICANE	Town of Summit, MS	2,310.7 CY	Lead	Complete
IDA (DR-4626-MS)	Lincoln County, MS	7,946.4 CY	Lead	Complete
	City of Magnolia, MS	4,229.6 CY	Lead	Complete
	City of McComb, MS	16,830.2 CY	Lead	Complete
	Pike County, MS	83,401.3 CY	Lead	Complete
	Hancock County, MS	7,894.7 CY	Lead	Complete
	City of Picayune, MS	36,240.1 CY	Lead	Complete



RECENT PROJECTS

EVENT	CLIENT	DEBRIS MONITORED	LEAD/SUB	STATUS
2021 HURRICANE	St. Charles Parish, LA	1,704,613.4 CY	Lead	Complete
IDA (DR-4611-LA)	St. Charles Par Schools	24,974.3 CY	Lead	Complete
(DR-4618-PA)	City of Baker, LA	13,951.7 CY	Lead	Complete
	City of Kenner, LA	327,060.0 CY	Lead	Complete
	Montgomery County, PA	455,758.1 CY	Lead	Complete
2021 FLOODS				
(DR-4609-TN)	City of Waverly, TN	17,073.9 Tons	Lead	Complete
(DR-4617-NC)	Haywood County, NC	15,538.1 CY	Lead	Complete
2021 ICE STORM	Adams County, MS	67,541.6 CY	Lead	Complete
(DR-4598-MS)	Jefferson County, MS	10,347.2 CY	Lead	Complete
(DR-4595-KY)	Claiborne County, MS	41,007.1 CY	Lead	Complete
	Warren County, MS	19,682.4 CY	Lead	Complete
	City of Natchez, MS	26,934.2 CY	Lead	Complete
	Morgan County, KY	58,524.5 CY	Sub	Complete
	Elliott County, KY	89,011.2 CY	Sub	Complete
	Johnson County, KY	165,617.3 CY	Sub	Complete
	Boyd County, KY	12,106 Tons	Sub	Complete
	Carter County, KY	137,379.0 CY	Sub	Complete
2021 HURRICANE	City of Selma, AL	50,563.5 CY	Lead	Complete
ZETA (DR-4573-AL)	Town of Leakesville, MS	65,060.9 CY	Lead	Complete
(DR-4576-MS)	Greene County, MS	166,062.0 CY	Lead	Complete
(DR-4579-GA)	George County, MS	535,527.0 CY	Lead	Complete
	City of Pass Christian, MS	89,840.2 CY	Lead	Complete
	City of Bay St. Louis, MS	154,287.60 CY	Lead	Complete
	City of Ocean Springs, MS	55,572.90 CY	Lead	Complete
	Forsyth County, GA	4,391 CY	Lead	Complete
2020 ICE STORM	City of Calumet, OK	9,509.6 CY	Lead	Complete
(DR-4575-OK)	City of Midwest City, OK	22,227.6 Tons	Lead	Complete
	City of Moore, OK	89,668.4 CY	Lead	Complete
	City of Mustang, OK	219,304.4 CY	Lead	Complete
	City of Piedmont, OK	40,573.70 CY	Lead	Complete
	City of Kingfisher, OK	46,241.50 CY	Lead	Complete
	City of El Reno, OK	98,408.50 CY	Lead	Complete
2020 HURRICANE				
LAURA (DR-4572-TX)	Matagorda County, TX	3,109.4 CY	Lead	Complete



RECENT PROJECTS

EVENT	CLIENT	DEBRIS MONITORED	LEAD/SUB	STATUS
2020 HURRICANES	City of Carencro, LA	28,101.60 CY	Lead	Complete
DELTA AND SALLY	City of Baker, LA	8,051.30 CY	Lead	Complete
(DR-4570-LA)	Santa Rosa County, FL	631,230.2 CY	Sub	Complete
(DR-4564-FL)	City of Robertsdale, AL	132,845.4 CY	Lead	Complete
(DR-4563-AL)	City of Foley, AL	965,009.1 CY	Sub	Complete
2020 DERECHO	City of Cedar Rapids, IA	2,519,454.4 CY	Lead	Complete
(DR-4557-IA)	City of Marion, IA	1,114,546 CY	Lead	Complete
	City of Madrid, IA	25,767.40 CY	Lead	Complete
2020 TORNADOES	Jefferson Davis County, MS	80,795.5 CY	Lead	Complete
(DR-4551-MS)	Lawrence County, MS	103,153.3 CY	Lead	Complete
(DR-4550-TN)	Pike County, MS	36,654.60 CY	Lead	Complete
(DR-4536-MS)	City of Memphis, TN	289,485.20 CY	Lead	Complete
	Jasper County, MS	195,024.3 CY	Lead	Complete
	Lawrence County, MS	43,157.8 CY	Lead	Complete
	Walthall County, MS	69,040.8 CY	Lead	Complete
	Marion County, MS	60,818.10 CY	Lead	Complete
	City of McComb, MS	107,080.90 CY	Lead	Complete
	Jones County, MS	272,050.60 CY	Lead	Ongoing
	Lamar County, MS	14,790.7 CY	Lead	Ongoing
	Jefferson Davis County, MS	237,697.1 CY	Lead	Complete
2019 STRAIGHT-				
LINE WINDS	City of Waverly, TN	22,558.0 CY	Lead	Complete
(DR-4471-TN)				
(DR-4470-MS)	City of Corinth, MS	181,460.9 CY	Lead	Complete
2019 HURRICANE		9,090.7 Tons and		
DORIAN (DR-4465-NC)	Hyde County, NC	107,136.9 CY	Sub	Complete
2019 TORNADOES	Monroe County, MS	152,784.80 CY	Sub	Complete
(DR-4450-MS)	City of McComb, MS	34,648.70 CY	Sub	Complete
(DR-4439-OK)	City of El Reno, OK	67.5 Tons	Lead	Complete
(DR-4429-MS)	Lee County, MS	138,770.20 CY	Lead	Complete
	Yazoo County, MS	11,843.0 CY	Lead	Complete
	City of Columbus, MS	3,191.8 Tons	Lead	Complete
2018 HURRICANE	Wiregrass Elec., AL	52,094.80 CY	Lead	Complete
MICHAEL	Baker County, GA	110,939.50 CY	Lead	Complete
(DR-4406-AL)	Mitchell County, GA	43,606.0 CY	Lead	Complete



DEBRISTECH

REAL-TIME DATA. REAL-TIME RECOVERY.

www.DebrisTech.com
601-658-9598

DISASTER DEBRIS MONITORING EXPERIENCE WITH HURRICANE MARIA

On September 20, 2017, Puerto Rico was assaulted by the tenth most intense storm recorded in the Atlantic Ocean. Hurricane Maria swept across the entire island leaving devastation in its wake. That record-setting hurricane left more than 90% of the island in the dark with a debris field that encompassed all of Puerto Rico.



DebrisTech was selected to monitor the debris removal from the East and the North DTOP zones. These zones experienced the first effects of the destructive waves and winds brought on by Maria. Utilizing DebrisTech's ADMS to monitor and record the Contractor's activities, the local government was able to manage the recovery process and ensure the protection of endangered species in these zones with access to real-time information.

1,303,358.2 CY

Vegetative Debris
Monitored
and Documented

78,358.7 CY

C&D Debris
Monitored
and Documented

300

Debris Removal/
Trimming Crews

8

Disposal Sites
in Operation

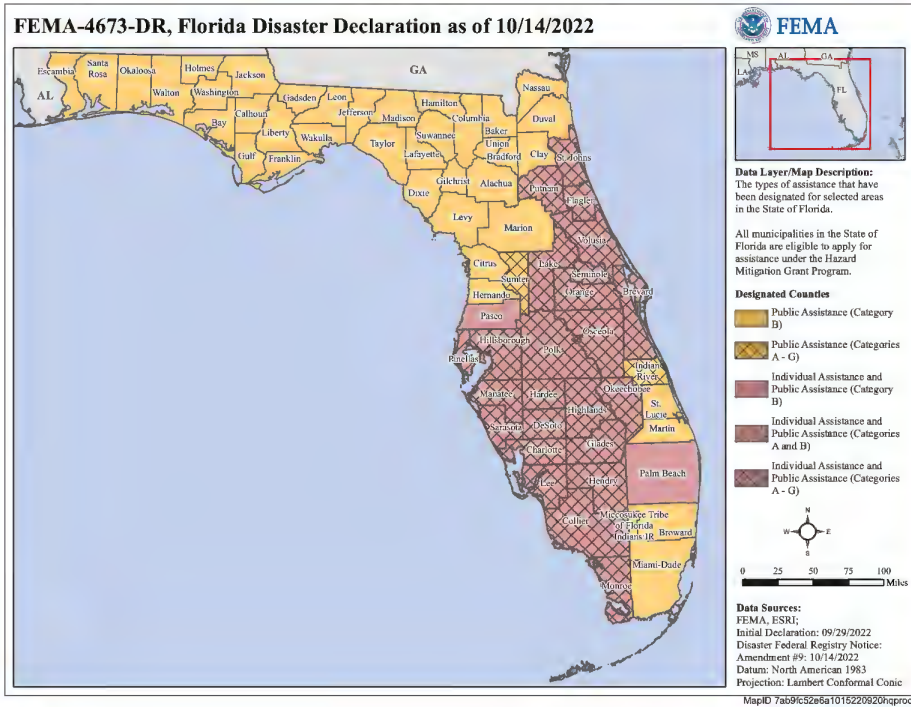


DebrisTech was contracted by the **Departamento de Recreación y Deportes** to monitor the removal of the debris from all 325+ parks, sports fields and national parks throughout Puerto Rico. In March of 2021 DebrisTech monitored the removal of debris from the world famous **Parque Nacional de las Cavernas del Río Camuy**, allowing it to reopen to the public.



DebrisTech also contracted with the **Autoridad Acueductos y Alcantarillados de Puerto Rico**. This agency serves a critical need in Puerto Rico by providing quality water and sewer service. DebrisTech monitored the debris removal from its infrastructure and facilities (including pump stations and aqueduct facilities), allowing service to be restored quickly. **DebrisTech is proud to partner with and serve Puerto Rico.**

HURRICANE IAN (DR-4673-FL)



In response to Hurricane Ian DebrisTech met all its own contractual obligations and contracted with Landfall Strategies to fulfill their obligation across the state of Florida. During this recovery process the DebrisTech ADMS was used to document the removal of nearly 750,000 cy of debris and track the hours of 200+ monitors.

DT154 - City of Longwood - 18,795 CY Greg Kirby, Purchasing Manager, gkirby@longwoodfl.org

DT155 - City of Punta Gorda - 224,056 CY Bryan Clemons, Public Works, bclemons@cityofpuntagordafl.com

DT156 - City of Arcadia - 115,139 CY Steve Underwood, Public Works, sunderwood@arcadia-fl.gov

DT157 - Hardee County - 308,453 CY Chris Simpron, Public Works, christopher.simpron@hardeecounty.net

DT158 - City of Rockledge - 362 CY Victor Karycki, Public Works, vkaryckipw@cityofrockledge.org

DT159 - Town of Longboat Key - 29,510 CY Kari Kennedy, Procurement Manager kkennedy@longboatkey.org

DT160 - City of Holmes Beach - 10,347 CY Matt McDonough, Development Sv, bdadministrator@holmesbeachfl.org

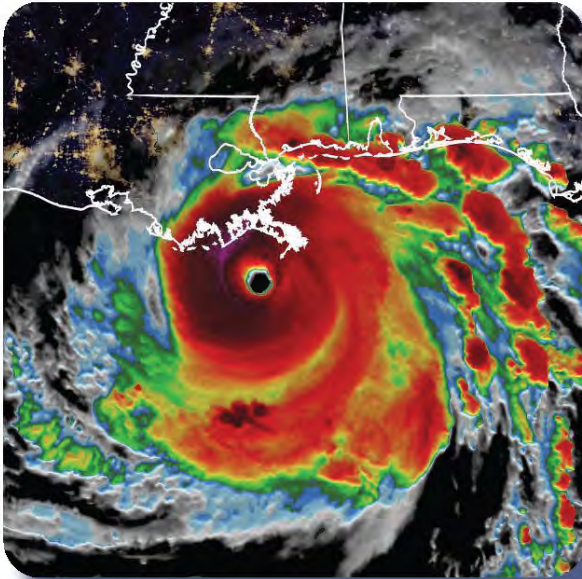
DT161 - City of St. Augustine - 6,267 CY Reuben Franklin, Public Works, PublicWorks@citystaug.com

DT162 - Indian River County - 11,996 CY Richard Szyrka Public Works Director, rszyrka@ircgov.com

DT163 - Glades County - 8,992 CY Marrisia Shiver EM Director, mshiver@myglades.com



HURRICANE IDA (DR-4611-LA)



DT117 - City of Kenner, LA

Sep - Dec 2021

327,000 CY+

Chad Pittfield, EM Response Team Lead

504-638-8949

DT118 - St. Charles Parish

Sep 2021-Aug 2022

1,700,000 CY+

Chandra Sampey, Contract Administrator

985-783-5102

DT119 - City of Baker, LA

Sep - Nov 2021 1

13,000 CY+

Darnell Waites, Mayor

225-615-4194

In September 2021, Hurricane Ida landed on the southeast coast of Louisiana. This Category 4 hurricane left hundreds of thousands without a home and millions without power, water and other basic amenities. DebrisTech provided debris monitoring services to all of our clients affected by the hurricane and maintained existing level of services to our clients navigating their own recovery scenarios at the time of this disaster. Hurricane Ida provided our teams a unique opportunity to respond to a natural disaster with our mobile command centers. All of southeast Louisiana was without power and the utilities. These circumstances required the deployment of 4 mobile command centers, 5 generators, 2,500 gallon containers for fuel and water, 200 ADMS devices, and 2 recruiting teams that hired and trained more than 200 local debris monitors.

In St. Charles Parish our team monitored debris removal operations for the Parish, the Parish's **drainage system and waterways**, and the Parish School District. In the cities of Baker and Kenner we monitored debris removal from the right-of-way. These clients have received documentation for the removal of more than 1,000,000 cubic yards of eligible debris.





CLIENT REFERENCES

Client: **Jacksonville Beach, FL**

Debris Quantity: 150,000+ CY

Contact: **Dennis Dupries**, Construction Project Manager

Contact Info: 904-509-0268, ddupries@jaxbchfl.net

11 North Third Street, Jacksonville Beach, FL 32250

Client: **Neptune Beach, FL**

Debris Quantity: 25,000+ CY

Contact: **Leon Smith**, Director of Public Works

Contact Info: 904-270-2423, l.smith@ci.neptune-beach.fl.us

2010 Forest Avenue, Neptune Beach, FL 32266

Client: **Punta Gorda, FL**

Debris Quantity: 225,000+ CY

Contact: **Bryan Clemons**, Public Works Director

Contact Info: 239-326-1251, bclemons@cityofpuntagordafl.com

3130 Cooper St, Punta Gorda, FL 33950

Client: **Hardee County, FL**

Debris Quantity: 300,000+ CY

Contact: **Christopher Simpron**, Public Works Director

Contact Info: 863-733-3272, christopher.simpron@hardeecounty.net

205 Hanchey Rd, Wauchula, FL 33873





COMMENDATION LETTER



City of

Jacksonville Beach

Operations &

Maintenance Facility

Department of Public

Works

1460-A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6219

Fax: 904.247.6117

www.jacksonvillebeach.org

DEPARTMENT OF PUBLIC WORKS

October 22, 2018

Mr. Brooks Wallace, P. E.
Principal

DebrisTech, LLC (ARX Disaster Management, Inc)
925 Goodyear Blvd.
Picayune, MS 39466

Subject: Letter of Recommendation

I am very pleased to say that DebrisTech (Formerly ARX Disaster Management, Inc.) is currently under a five (5) year continuing service contract with the City of Jacksonville Beach to provide debris monitoring services during declared emergencies.

In 2016 and 2017 DebrisTech provided debris monitoring services resulting from Hurricanes Matthew & Irma respectively. Members of their staff were very knowledgeable and up to date with all of the FEMA guidelines and regulations, which helped facilitate both of our claims to FEMA. Whenever we had questions, DebrisTech's staff had the answers. DebrisTech's staff worked very closely with our Debris Recovery Contractor and our in-house cleanup crews to make sure all of the debris and related expenses were accounted for and were able to be retrieved after the cleanup was completed. As a result of their efforts, our claims to FEMA went through without a hitch.

Prior to the issuance of DebrisTech's contract, the City of Jacksonville Beach performed debris monitoring with its in house personnel and it turned out to be a total farce. Records were damaged, lost or forgotten and I am positive that the City of Jacksonville never came close to recovering the amount of money that they could have, if they would have had a contractor like DebrisTech to perform the necessary paperwork.

In closing, I would like to state that it has been a pleasure working with all of the members of DebrisTech and I look forward to continue to work with such a well ran organization.

Sincerely,

Dennis R. Dupries

Dennis R. Dupries
Construction Project Manager
City of Jacksonville Beach, FL 32250





COMMENDATION LETTER

David Stevens, Chairman
 Bill Watson, Vice-Chairman
 Joel Williams, Commissioner
 Charles Jordan, Commissioner
 Kelly S. Spratt, Commissioner



Adam S. Poppell, III, County Attorney
 Richard E. Braun, Jr., Deputy County Attorney
 John "Patrick" Zoucks, County Manager
 Shawn Jordan, Deputy County Manager
 Sherrell D. Davis, County Clerk

McIntosh County Board of Commissioners

P.O. Box 584 • 1200 North Way • Darien, Georgia 31305 • 912-437-6671 • FAX 912-437-6416

October 24, 2018

To Whom It May Concern

In the aftermath of Hurricane Irma McIntosh County contracted with Debris Tech for monitoring debris removal. The staff of Debris Tech were very professional, and they were knowledgeable in the requirements of FEMA and GEMA. They kept detailed records during this event and when FEMA had questions about submitted, debris removal documentation, Debris Tech was always available to answer questions, and provide additional information on documenting debris. There was never a "let me get back to you on that" response.

In the event of another disaster McIntosh County would not hesitate to contact Debris Tech to monitor operations for the county. It was a pleasure working with them and we would recommend their services to anyone in need.

Sincerely,

Ty S. Poppell

Director McIntosh County EMA
 / Public Safety / Homeland Security
 / County Safety Coordinator / CODE Enforcement
 1019 Production Row
 PO Box 584
 Darien, Ga. 31305
 Phone: 912-437-5170
 Cell: 912-258-1343



COMMENDATION LETTER



ASHLAND - BOYD COUNTY - CATLETTSBURG OFFICE OF EMERGENCY MANAGEMENT

2039 MAIN STREET W. ASHLAND, KY 41102
www.boydcoem.net

OFFICE (606) 393-1801 FAX (606) 739-0025

TIM ENGLAND
EXECUTIVE DIRECTORHAROLD HOLLEY
CHIEF DEPUTY DIRECTOR - OPERATIONSJASON QUEEN
FEMA COORDINATORGREGORY PRIDDY
DEPUTY DIRECTOR - ADMINISTRATION

June 14, 2021

To Whom It May Concern:

Re: Debris Tech

The Boyd County Fiscal Court appreciates the efforts of Debris Tech in assisting our county with the clean-up tasking in the aftermath of the 2021 Ice Storm that significantly impacted Eastern Kentucky. It is without reservation that I am writing this letter of recommendation on behalf of the residents of Boyd County, Kentucky.

The personnel of Debris Tech were extremely professional as well as specifically trained in the utilization of the reporting techniques required by FEMA for this type of incident. Debris Tech staff worked closely with our debris removal team, thereby ensuring that the removal and reporting process maximized efficiencies to the complete removal of all storm debris. The data that was assimilated by Debris Tech was extrapolated utilizing methodologies that made it easy to reconcile invoices.

We had a very positive experience with Debris Tech and we highly recommend their services. Please feel free to reach out to me if you have any questions regarding the extremely proficient services that Debris Tech provided the Boyd County Fiscal Court during this incident.

Respectfully,

Jason Queen
FEMA Coordinator

C/C: Eric Chaney, County Judge Executive
Tim England, EM Executive Director
file



COMMENDATION LETTER

City of Mustang

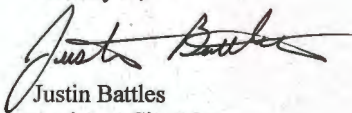
Council-Manager Form of Government

405-376-4521 1501 N. Mustang Road, Mustang, Oklahoma 73064

Debris Tech,

The City of Mustang could not be any more pleased with the monitoring services we have received from Debris Tech. Their attention to detail and ability to provide data in real time has assisted the City of Mustang in providing accurate information for reports as well as providing it to our citizens. Debris Tech is second to none in their customer service and we appreciate their efforts in delivering a quality product to the City of Mustang.

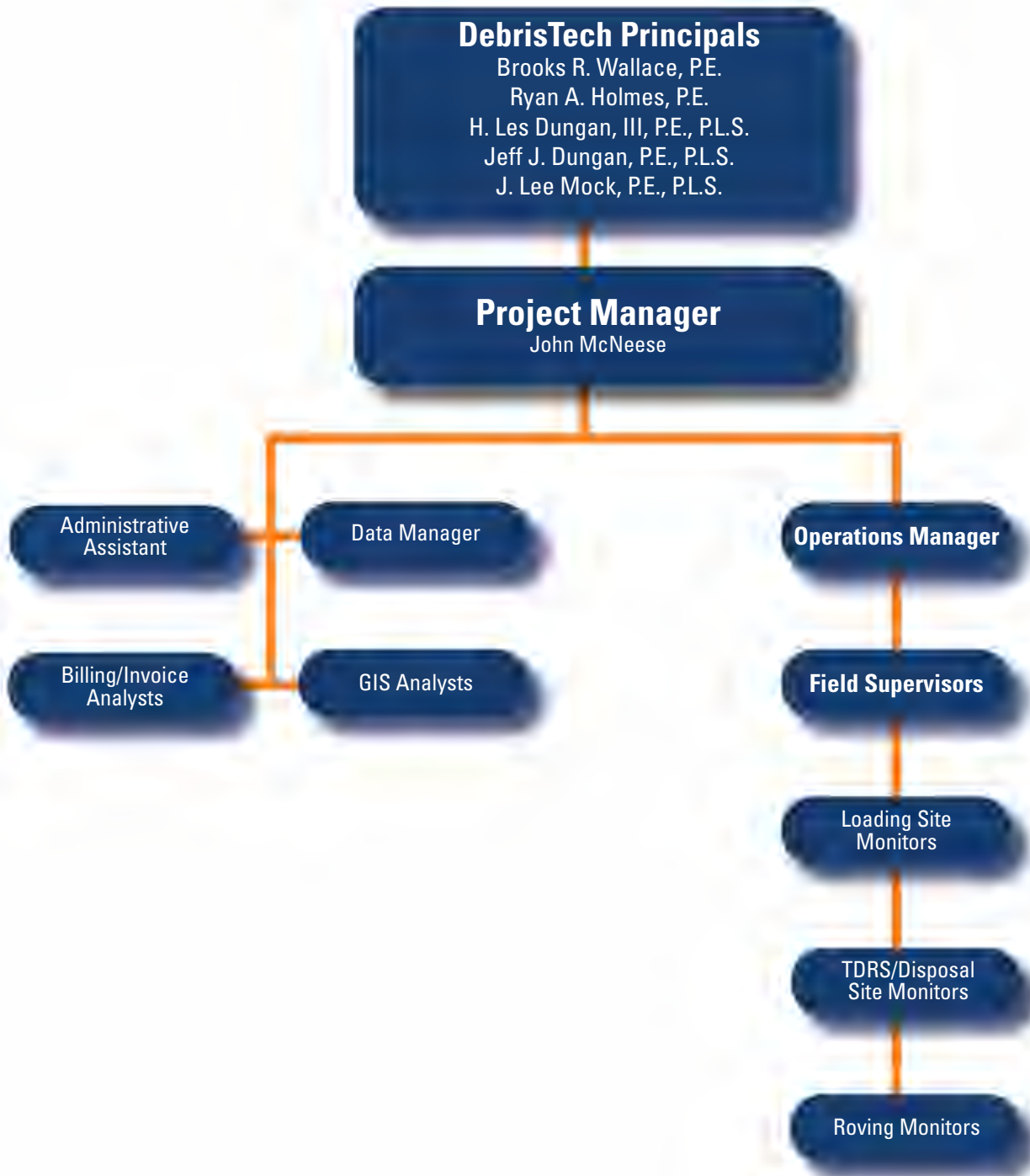
Thank you,



Justin Battles
Assistant City Manager
City of Mustang, OK



ORGANIZATIONAL STRUCTURE



The number of Monitors will be dependent on the number of loading operations being operated by the Debris Removal Contractor. The Field Supervisor position will be staffed at one Supervisor per six Monitors.



BROOKS WALLACE, P.E., President

brooks@debristech.com



Brooks R. Wallace, P.E. created DebrisTech in 2010 in response to a need for real-time auditing of debris removal projects. He has a vast array of experience in the field of civil engineering and in debris removal monitoring. Working as an engineer on numerous projects in South Mississippi, including the aftermath of Hurricane Katrina, he was able to identify vulnerabilities and inefficiencies in the process of debris removal operations and monitoring. He realized that the technology was available to provide real-time data to FEMA

and municipal supervisors overseeing cleanup efforts while creating a database of information that could be referenced at any time for compliance purposes. Utilizing the technology currently available, Mr. Wallace developed the software platform for what has evolved into a system that is revolutionizing the process of debris monitoring and compliance.

A civil engineer by trade, Mr. Wallace has dealt with countless municipal and county projects involving infrastructure upgrades and the modernization of local and regional maps and surveys. He has worked with law enforcement agencies, municipal governments, state agencies, and FEMA on projects ranging from smart growth plans to large-scale utility and resource redesigns. In addition to the DebrisTech Automated Debris Management System, Mr. Wallace custom-designed the Emergency Operations Supply Tracking (EOST) system for the state of Mississippi to track hundreds of millions of dollars of COVID-19 supplies. Additionally, Mr. Wallace custom-designed the Debris Operations Tracking System (DOTS) for the state of Florida to better respond to statewide disaster events.



Mr. Wallace will perform contractual negotiations, contractor invoicing, software development, and asset/personnel assignment. He is proficient in preparation planning, analysis, monitoring procedures, and personnel management. The technology he developed, along with previous experience, creates an invaluable leader for the DebrisTech team.

Experience

DebrisTech, LLC

Founder/Creator - 2010 - Present

Dungan Engineering, P.A.

Principal Engineer - 2002 - Present

Education

University of Mississippi

Bachelor of Science, Civil Engineering

Disasters Worked

2023 DR-4685-GA Tornadoes

2023 DR-4685-AL Tornadoes

2022 EM-3587-FL Tropical Storm Nicole

2022 DR-4673-FL Hurricane Ian

2022 DR-4671-PR Hurricane Fiona

2022 DR-4663-KY Floods

2022 DR-4645-TN Winter Storms

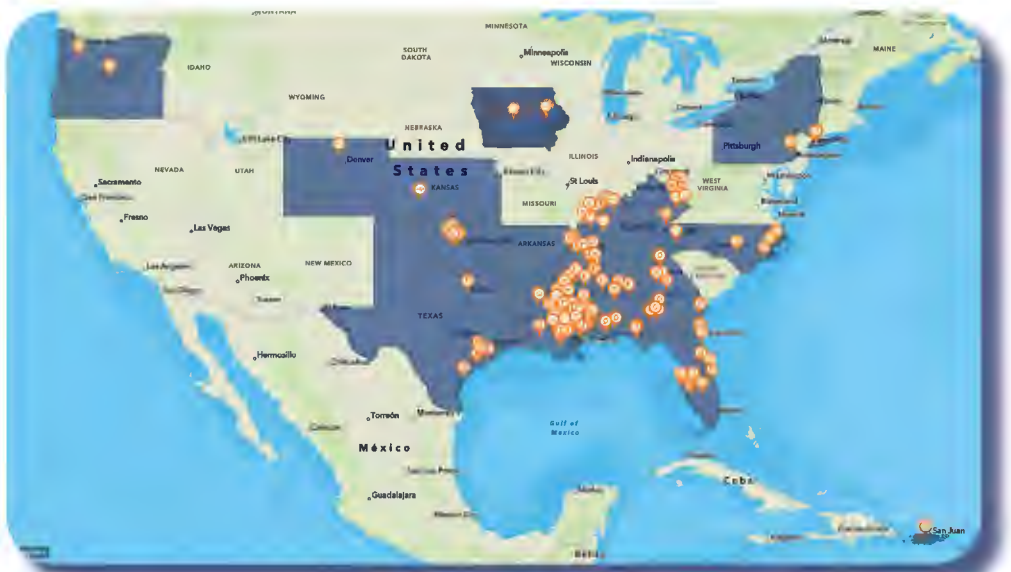
2022 DR-4637-TN Straight-Line Winds

2021 DR-4634-CO Wildfires

BROOKS WALLACE, P.E., President

2021 DR-4630-KY Tornadoes
 2021 DR-4626-MS Hurricane Ida
 2021 DR-4618-PA Hurricane Ida
 2021 DR-4611-LA Hurricane Ida
 2021 DR-4609-TN Floods
 2021 DR-4617-NC Floods
 2021 DR-4595-KY Ice Storm
 2021 DR-4598-MS Ice Storm
 2020 DR-4579-GA Hurricane Zeta
 2020 DR-4576-MS Hurricane Zeta
 2020 DR-4575-OK Ice Storm
 2020 DR-4573-AL Hurricane Zeta
 2020 EM-3549-LA Hurricane Zeta
 2020 DR-4570-LA Hurricane Delta
 2020 DR-4563-AL Hurricane Sally
 2020 DR-4564-FL Hurricane Sally
 2020 DR-4562-OR Wildfires
 2020 DR-4572-TX Hurricane Laura
 2020 DR-4559-LA Hurricane Laura
 2020 DR-4557-IA Derecho
 2020 EM-3530-TX Hurricane Hanna
 2020 DR-4550-TN Tornadoes
 2020 DR-4551-MS Tornadoes
 2020 DR-4536-MS Tornadoes
 2020 DR-4528-MS COVID-19
 2019 DR-4470-MS Straight-Line Winds
 2019 DR-4471-TN Straight-Line Winds
 2019 DR-4465-NC Hurricane Dorian
 2019 DR-4439-OK Tornadoes
 2019 DR-4450-MS Tornadoes

2019 DR-4429-MS Tornadoes
 2018 DR-4406-GA Hurricane Michael
 2018 DR-4400-GA Hurricane Michael
 2018 DR-4339-FL Hurricane Michael
 2018 DR-4393-NC Hurricane Florence
 2017 DR-4339-PR Hurricane Maria
 2017 DR-4338-GA Hurricane Irma
 2017 DR-4337-FL Hurricane Irma
 2017 DR-4332-TX Hurricane Harvey
 2017 DR-4320-TN Straight-Line Winds
 2017 DR-4314-MS Straight-Line Winds
 2017 DR-4295-MS Tornadoes
 2017 DR-4303-KS Winter Storm
 2016 DR-4284-GA Hurricane Matthew
 2016 DR-4283-FL Hurricane Matthew
 2016 DR-4277-LA Floods
 2016 DR-4263-LA Floods
 2016 DR-4248-MS Tornadoes
 2015 DR-4222-OK Tornadoes
 2014 DR-4175-MS Tornadoes
 2013 DR-4117-OK Tornadoes



H. LES DUNGAN, III, P.E., P.L.S., Principal

les@dunganeng.com

H. Les Dungan, III, P.E., P.S. has over 27 years of experience in the field of civil engineering. With a career that began in the government ranks with time working with the Mississippi Department of Environmental Quality and Natural Resources Conservation Service, he now serves as a self-employed consultant to various counties and municipalities in South Mississippi. Mr. Dungan has served as County Engineer for Jefferson Davis County and City Engineer for the Town of Prentiss for over 20 years. He has also served as County Engineer for Pearl River County since 2007.

Mr. Dungan has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricane Katrina, Mr. Dungan was able to provide the technical support needed in order for Pearl River County to have the confidence to use local contractors to perform the immense clean-up operation. As a civil engineer, Mr. Dungan has planned and administered the construction of various kinds of transportation and utility infrastructure type projects. He has worked with both counties and municipalities in South Mississippi on projects ranging from bridge replacement to water treatment plants. With DebrisTech, Mr. Dungan hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible. His desire to assist and his ability to manage, along with his previous experience, create a valuable addition to the team which is DebrisTech, LLC.

Experience

DebrisTech, LLC

Principal & Owner - 2010 - Present

Dungan Engineering, P.A.

Principal Engineer - 1993 - Present

Education

Mississippi State University

Bachelor of Science, Civil Engineering

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021 DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

RYAN HOLMES, P.E., Principal

ryan@debristech.com

Ryan A. Holmes is a licensed engineer and Principal at DebrisTech. Collateral duties include business development, project management, and marketing. Mr. Holmes has over 12 years of diversified civil engineering experience. He is uniquely talented, drawing from his experience with municipal, county, and state governments, along with private clients. Mr. Holmes has worked on numerous debris removal projects, including several projects along the Mississippi coast in the aftermath of Hurricanes Katrina and Isaac, and along the east coast following Hurricanes Matthew and Irma. He continues to aid in the recovery efforts in Puerto Rico while utilizing DebrisTech's cutting edge technology, Mr. Holmes has successfully assisted the aforementioned communities with "cradle to grave" documentation of debris collection and disposal.

Past experience, together with these skills, make Mr. Holmes a valuable asset to DebrisTech. He provides vision and leadership for our clients, integrating new technology and delivery of unparalleled debris monitoring and compliance. DebrisTech has offered an opportunity for Mr. Holmes to showcase his diversified talents to provide practical applications of advanced technology in a way that is easily deployable and repeatable. His skills in dealing with municipalities and government agencies have elevated DebrisTech as a leader in the debris removal monitoring industry.

Experience

DebrisTech, LLC

Principal and Owner - 2012 - Present

Dungan Engineering, P.A.

Principal Engineer - 2007 - Present

Education

University of Mississippi

Bachelor of Science, Civil Engineering

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

JEFF J. DUNGAN, P.E., P.L.S., Principal

jeff@dunganeng.com

Jeff J. Dungan, P.E., P.S. has 26 years of experience in the field of civil engineering. With a career that began with Anderson Engineering in Columbia, Mississippi, he now serves as co-founder and Principal with Dungan Engineering, PA serving counties and municipalities in South Mississippi. Mr. Dungan has served as County Engineer for Lawrence, Walthall and Marion County and City Engineer for the Town of Tylertown for over 15 years. He has also served as County Engineer in Lincoln County for the past 8 years.

Mr. Dungan has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricanes Katrina, Gustav and Isaac, Mr. Dungan was able to provide the technical support needed by many local governments throughout the south. His services enabled these local governments to have the confidence to use local contractors to perform the immense clean-up operation efficiently and at a reasonable cost. He has worked with both counties and municipalities in South Mississippi on many types of projects, such as roadway construction and maintenance, bridge replacements, water and waste-water treatment plants, industrial buildings and airports. With DebrisTech, Mr. Dungan hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible.

Experience

DebrisTech, LLC

Principal & Owner - 2010 - Present

Dungan Engineering, P.A.

Principal Engineer - 1993 - Present

Education

Mississippi State University

Bachelor of Science, Civil Engineering

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

2014 DR-4175 Tornadoes (MS)

2013 DR-4117 Tornadoes (OK)

J. LEE MOCK, P.E., P.L.S., Principal

lee@dunganeng.com

Mr. Mock has 20+ years of experience in the field of civil engineering. With a natural bent for precision, a keen attention to detail, and driven to work with both efficiency and excellence, Mr. Mock embodies the company-wide commitment to solving problems and creating solutions for every project and every client.

Mr. Mock has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricanes Katrina and Issac.

As a civil engineer, Mr. Mock has planned and administered the construction of various kinds of transportation and utility infrastructure type projects. He has worked with both counties and municipalities in South Mississippi on projects ranging from bridge replacement and dam rehabilitation to water and wastewater treatment plant designs.

With DebrisTech, Mr. Mock hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible. His desire to assist and his ability to manage, along with his previous experience, create a valuable addition to the team which is DebrisTech, LLC.

Experience

DebrisTech, LLC

Principal & Owner - 2010 - Present

Dungan Engineering, P.A.

Principal Engineer - 1994 - Present

Education

Mississippi State University

Bachelor of Science, Civil Engineering

University of Mississippi

Bachelor of Business Administration

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

JOHN MCNEESE, Regional Manager

jmcneese@debristech.com

John McNeese is a Project Manager and has been working with the DebrisTech management team since 2012. He began as an instrumental part in leading the recovery efforts in Moore, Ok following the aftermath of one of the most devastating tornadoes in US history.

Having an extensive background in communications, cost evaluation and construction, John excelled as a liaison between the client and contractor, aiding in the reimbursement process involved with federal funding. Prior to DebrisTech, John had been involved in recovery efforts as a debris contractor following Hurricane Katrina in 2005 and a project manager during the BP Oil Spill in 2010. Both of these events are considered two of the most historically devastating disasters along the Mississippi Gulf Coast.

Mr. McNeese has since served as a project manager in Puerto Rico following Hurricane Maria, overseeing more than 450 employees and approximately 100 million dollars in debris removal costs. He is currently serving as a project manager for DebrisTech in Mississippi, following a series of devastating storms.

Experience

DebrisTech, LLC

Project Manager - 2012 - Present

Wallace Environmental

Project Manager - 2010-2011

TL Wallace Construction

2010 - Project Manager

Holiday Construction

Project Manager - Equipment Operator - 2005-2006

Education

University of Mississippi

Bachelor of Science, University Studies

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

DENNIS CRUTHIRDS, Regional Manager

dennis@debristech.com

Dennis Cruthirds is a Project Manager with DebrisTech. His duties include the daily operations of the project, quality assurance/quality control of monitoring operations, the documentation of employee time, and delivering updates to the client's representative. Mr. Cruthirds has 12 years of experience in construction material testing and 16 years of debris monitoring. He brings a wealth of knowledge, capabilities, and experience to our clients and has worked on numerous debris removal monitoring and disaster recovery projects. During his career, Mr. Cruthirds has successfully managed the monitoring of millions of cubic yards of debris for some of the most catastrophic disasters across the nation. He has served as a project/site manager in Iowa, after the effects of a Derecho. He is currently overseeing operations in Kentucky. His personality and experience affords him a perfect relationship with contractors, as well as our clients.

Experience

DebrisTech, LLC

Project Manager - Operations Manager - 2012 - Present

Data Manager - Field Monitor - Field Supervisor - 2014

Dungan Engineering, P.A.

CMT Lab Manager - CMT Inspector - 2007 - 2018

Field Supervisor - Operations Manager 2005 - 2008

Training - Emergency Management Institute - FEMA Certified

IS-00008.a, IS-00019.15, IS-00020.15, IS-00021.15, IS-00022, IS-00026, IS-00027, IS-00029, IS-00033.15, IS-00042, IS-00100.b, IS-00100.pwb, IS-00100.fda, IS-00107.15, IS-00144, IS-00207, IS-00247, IS-00250.a, IS-00265, IS-00293, IS-00324.a, IS-00325, IS-00346, IS-00366, IS-00362.a, IS-00386, IS-00395, IS-00403, IS-00420, IS-00520, IS-00522, IS-00546.a, IS-00547.a, IS-00548, IS-00551, IS-00558, IS-00613, IS-00632.a, IS-00634, IS-00660, IS-00662, IS-00701.a, IS-00702.a, IS-00703.a, IS-00706, IS-00720, IS-00775, IS-00801, IS-00802, IS-00804, IS-00808, IS-00809, IS-00810, IS-00811, IS-00813, IS-00003, IS-00005.a, IS-00008.a, IS-00011.a, IS-00015.b, IS-00101.c, IS-00102.c, IS-00103, IS-00405, IS-00906, IS-00907, IS-00908, IS-00909, IS-00912, IS-00914

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021 DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Tropical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

TYLER WILLIAMSON, Regional Manager

twilliamson@debristech.com

Tyler Williamson is a Regional Manager with DebrisTech. Collateral duties include overseeing the daily operations of the assigned projects, including coordinating the recovery efforts with the client, FEMA PA consultants, local, state and federal agencies. He has exceptional documentation practices and excels in strategical planning. Mr. Williamson has several years of experience with DebrisTech at nearly every position in the company. He has worked on more than 40 debris removal and disaster recovery projects. He is leading our efforts in Oregon with the training and supervision of hundreds of debris monitors. He also manages data, produces daily reports, for the debris monitoring effort for the several project through the southeast. Mr. Williamson has helped clients address their recovery needs through expertise, technology and knowledge. Utilizing past experience, together with these ever developing skills, make him a valuable asset to DebrisTech.

Experience

DebrisTech, LLC

Project Manager - Operations Manager - 2015 - Present

Data Manager - Field Monitor - Field Supervisor - 2014

Education

University of Mississippi

Bachelor of Science in Business Administration,
Managerial Finance

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

BUCK DICKINSON, Public Assistance

bdickinson@debristech.com

Buck Dickinson is the Public Assistance Director at DebrisTech. He comes with a wealth of experience in all aspects of debris management. His previous experience in emergency management spans every aspect of Public Assistance. As State Public Assistance Officer for the Florida Division of Emergency Management he led teams comprised of state and private sector consultants for all open events in the State of Florida. Buck has experience in the disaster declaration process, project development, programmatic compliance, project and event closeout and facilitating efficient communication between applicants, state entities, and FEMA. His contribution to DebrisTech will provide clients with a subject matter expert of the entire Public Assistance program, with an emphasis on ensuring accurate project obligation to closeout. Buck brings a solution-based perspective to project's unique issues resulting in clients gaining program knowledge which prepares them for future events.

Experience

DebrisTech, LLC

Public Assistance Director - 2022 - Present

Florida Division of Emergency Management

State Public Assistance Officer - 2019 - 2022

Programmatic Review Team Lead - 2018 - 2019

Public Assistance Coordinator - 2007 - 2010

Wheeler EMC

Emergency Management Consultant - 2016 - 2018

ER Asisst

Project Manager - 2012 - 2016

O'Brien's Response Management | BP Oil Spill

Florida Lead Scheduler - 2010 - 2012

Education

Florida State University

Bachelor of Science, Political Studies

Grant Experience

4486 – FL – COVID Pandemic (2020)

4468 – FL – Hurricane Dorian (2019)

4337 – FL – Hurricane Irma (2018)

4283 – FL – Hurricane Matthew (2017)

4280 – FL – Hurricane Hermine (2016)

4205 - MS - Tornado (2014)

4177 - FL - Severe Storms (2014)

4138 - FL - Severe Storms (2013)

4068 - FL - TS Debby (2012)

4084 - FL - Hurricane Isaac (2012 - 2012)

BP Oil Spill (2010 - 2010)

1840 - FL - 2009 Northeast Florida (2009)

1831 - FL - North Florida Flooding (2009)

3293 - FL - Hurricane Ike (2008)

1785 - FL - Tropical Storm Fay (2008)

3288 - FL - Tropical Storm Fay (2008)

1806 - FL - Hurricane Gustav (2008)

1679 - FL - Severe Storms (2007)

1604 - MS - Hurricane Katrina (2005)

1609 - FL - Hurricane Wilma (2005)

1602 - FL - Hurricane Katrina (2005)

1595 - FL - Hurricane Dennis (2005)

1551 - FL - Hurricane Ivan (2004)

1545 - FL - Hurricane Frances (2004)

1539 - FL - Hurricane Charley (2004)

1561 - FL - Hurricane Jeanne (2004)

Professional Certifications

Advanced Professional Series in Emergency Management

Professional Development Series in Emergency Management

50+ FEMA Courses

DANIEL BAXTER, C.P.A., Chief Financial Officer

dbaxter@debristech.com

Daniel Baxter is the Chief Financial Officer at DebrisTech. He graduated from the University of Mississippi with a Bachelor of Accountancy and a Master of Accountancy and Data Analytics. He is a licensed certified public accountant in the states of Mississippi and Tennessee and is active in his continued education in the accounting industry. Prior to DebrisTech, Daniel has experience working at a global accounting firm where he audited the financial statements of large public and private companies in the healthcare and manufacturing industries. He has a background that excels in providing data integrity and assurance from financial audits to disaster response. In addition to his auditing and disaster response experience, Daniel worked in Washington as a junior fellow at the Library of Congress appointed by Congressman Gregg Harper, the Chairman of the Committee on House Administration in 2018, where he made connections and learned about the innerworkings of government and documentation between Congress and the Library of Congress. Daniel is active in the disaster response industry by working with fellow debris contractors and lobbying FEMA on behalf of DebrisTech's clients to fulfill the needs required to make a full recovery after a natural disaster.

As a Data Manager for DebrisTech, Daniel was a part of the team credited with the development of the Emergency Operations Supply Tracking Program. Utilizing this internally developed program Daniel, and the teams of asset managers, are still responsible for tracking over \$100,000,000.00 of PPE.

While managing the EOST program, Daniel also assisted with invoice reconciliation from debris removal projects across the country. His background in accountancy and law work provide him with the knowledge and experience to parse dense removal contractor invoices. These invoices must be compared to the DebrisTech ADMS data and if correct, recommended payment by the client.

Daniel has assisted cities and communities address their recovery needs. Utilizing past experience and ever developing skills make him a valuable part of DebrisTech.

Experience

DebrisTech, LLC

Chief Financial Officer - 2022 - present

Project/ Data Manager - 2020 - 2022

Audit Intern-BDO USA, LLP

Junior Fellow-Library of Congress

Law Clerk-Swayze Alford Attorney at Law

Education - Emergency Management Institute - FEMA Certified

University of Mississippi

Master of Accountancy and Data Analytics

Bachelor of Accountancy, University of

Mississippi

TN – CPA License #28200 (August 2021 – Present)

MS – CPA License #R8152 (September 2021 – Present)

Debris Monitoring Projects in Process

2022 DR-4637-TN Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 4626-DR-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 Mississippi EMA Covid-19 PPE Inventory Allocation

2020 Mississippi Department of Health Covid-19 PE Inventory Allocation

2020 DR-4562-OR-Oregon Wildfires and Straight-Line Winds

CINDY CARTER, Senior Data Analyst

cindy@debristech.com

Mrs. Carter has 20 years experience in real estate as a licensed agent. In 2018 she joined DebrisTech to reconcile contractor invoices with our recorded data. Her responsibilities include communicating effectively with DebrisTech clients and removal contractors to correctly and efficiently evaluate invoices. Mrs. Carter is detail oriented with a solid reputation as efficient and highly-dependable. She has navigated multiple projects while maintaining a professional, quality relationship with the clients. Her largest projects include Puerto Rico - DRD following Hurricane Maria and is currently assisting the clients in Mississippi, Kentucky, Tennessee and Louisiana. These clients include invoices from St. Charles Parish (Hurricane Ida), Mississippi Dep. of Health (Covid), and Mississippi EMA (Covid).

Experience

DebrisTech, LLC
Invoice Analyst - 2018 - Present

Education

University of Southern Mississippi
Bachelor of Science, Criminal Justice

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straight-line Winds, and Flooding
2021 4630-DR-KY Tornadoes
2021 4626-DR-MS Hurricane Ida
2021 DR-4618-PA Hurricane Ida
2021 DR-4611-LA-Hurricane Ida
2020 DR-4562-OR-Oregon Wildfires and Straight-line Winds
2021 DR-4598-MS-Severe Winter Storms
2021 DR-4592-KY Ice Storms
2020 DR-4576-MS Hurricane Zeta
2020 DR-4579-GA Tropical storm Zeta
2020 DR-4563-AL Hurricane Sally
2020 DR-4654-FL Hurricane Sally
2020 DR-4572-TX Hurricane Laura
2020 DR-4557-IA Iowa Severe Storms - Derecho
2020 EM-3530 Texas Hurricane Hanna
2020 EM-3527 Louisiana Tropical Storm Cristobal
2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding
2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding
2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding
2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding
2020 DR-4528 Mississippi Covid-19 Pandemic
2019 DR-4470 Mississippi Severe Storms
2020 DR-4473-PR Earthquakes
2020 EM-3426-PR Earthquakes
2019 DR-4470 Mississippi Severe Storms



M/WBE PARTICIPATION

Subcontracting Protocol

DebrisTech conscientiously looks for opportunities to work with small, women-, minority-owned and disadvantaged business enterprises whose specific capabilities complement our own skills for the benefit of our. We have established working relationships with a number of small, women, and minority-owned firms, and have worked with many agencies having equal employment opportunity requirements. In addition, we maintain contact and knowledge of the qualifications of these firms in an effort to select appropriate subcontractors for specific projects. Should the need for a subcontractor arise during a project, we contact a subcontractor whose capabilities meet the requirements. DebrisTech employs Landfall Strategies, LLC to staff projects with needed local employees for larger projects. Landfall Strategies, LLC is a certified M/WBE company.

State of Florida

***Woman & Minority Business
Certification***

Landfall Strategies LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
01/03/2023 to 01/03/2025

J. Todd Inman
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd



Tab 4 - Financial Stability



DEBRISTECH



March 11, 2022

RE: DebrisTech, LLC

To Whom It May Concern:

Per your request for evidence of bond ability, this letter is to advise you that DebrisTech, LLC is set up for bonding with NAS Surety Group.

Our company represents DebrisTech, LLC for all their bonding needs and has found them to be an outstanding client. Based on their past experience, we will consider single jobs of \$30,000,000 with an aggregate program of \$50,000,000.

Issuance of final bonds will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the receipt of current financial information, acceptability of the contract documents, bond forms, and financing. The Surety and BXS Insurance, Inc. along with their agents and owners accept no liability to you or any third party for failure to issue any bonds.

If I can be of additional assistance, please do not hesitate to call.

Sincerely,



David R. Fortenberry
Vice-President



Your Hometown Bank Since 1947

Date: March 23, 2023

Re: DebrisTech, LLC

To Whom It May Concern:

This is to confirm that the above referenced customer is a valued borrower and depositor of the bank. We have handled various financial needs of this customer since the company's inception.

The borrower currently maintains a \$3,600,000.00 business line of credit and a business demand deposit account. Both accounts are handled in a satisfactory manner.

This company is deemed to be credit worthy from every aspect of our credit underwriting and thus a level one borrower. Based on knowledge of this customer's financial strength, the borrower has the capability to finance the anticipated volume of work for a minimum of 60 days without interference or a slowdown in the work whatsoever.

With this letter, we can also confirm that the accounts held and the transactions made by the customer have all been to our satisfaction. During the transactions and operations with our bank, we have not faced any problems of any sort and would entertain future requests from this customer in a most favorable manner.

Should there be any questions, please do not hesitate to call.

David B. Hemeter, President & CEO

Email: dbhemeter@fnbop.com

Phone: 601-749-3227

FROM THE DESK OF DAVID B. HEMETER, PRESIDENT & CEO FNB PICAYUNE BANK
121 EAST CANAL ST., P. O. BOX 848, PICAYUNE, MS 39466 PHONE (601) 749-3228 FAX (601) 749-3284



LITIGATION SUMMARY

DebrisTech, LLC certifies that neither the Company, nor any employee of the Company, has any conflict of interest, either direct or indirect, about the services sought herein pursuant to Federal or State Law or regulations.

DebrisTech, LLC certifies that it has never had any contract cancelled since formation in August of 2010, nor has it operated under any other name since formation in August of 2010.

DebrisTech certifies that it is not operating under Chapter 11 or any other financial restraints that would preclude its ability to enter into equipment leasing or rental arrangement.

DebrisTech certifies that it has not been prohibited from doing business with any government entity for any reason since its formation in 2010.

DebrisTech certifies that it has specific experience providing disaster debris monitoring following natural or manmade disasters.

DebrisTech is not currently involved in and has not had any claims, arbitrations, administrative hearings, or lawsuits related to debris monitoring, disaster recovery, or consulting brought against our company.

a. DebrisTech certifies that neither it nor any of its employee employees with the potential to be assigned to the debris removal and site management services, within the past ten (10) years, has been a defendant in any proceedings involving or arising out of debris removal services; and

b. DebrisTech certifies that neither it or any of its employees with the potential to be assigned to the debris removal and site management services, within the past ten (10) years, has been suspended or debarred from receiving federal funds regardless of whether the Prospective Contractor or the employee(s) was removed from being suspended or debarred; and

c. DebrisTech certifies that it has never had a contract, related to debris removal, canceled or terminated.

Audited financial statements will be provided directly to the Client upon direct written request. For more information, please contact our Chief Financial Officer, Daniel Baxter. dbaxter@debristech.com



Tab 5 - Resources and Methodology



DEBRISTECH



PROJECT APPROACH

Understanding Project Approach

DebrisTech understands that the Client requires disaster debris monitoring services to support the oversight and management of debris removal contractors. DebrisTech shall be prepared to provide a range of services, including field monitoring and other services as needed and ordered.

The Client requires the experience and support of DebrisTech's Debris Removal Monitoring Management Team following a natural disaster. DebrisTech will provide services which may include:

1. Coordinate daily briefings, work progress, staffing, and key items with local officials.
2. Selection and permitting of DMS locations and any other permitting/regulatory issues as necessary.
3. Scheduling work for all team members and contractors on a daily basis.
4. Hiring, training, scheduling, and managing field staff.
5. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency as well as speed up recovery work and assure all debris removal work meets FEMA eligibility guidelines.
6. Assisting local officials with responding to public concerns and comments.
7. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
8. Furnishing and operating an automated/electronic (paperless) debris tracking system.
9. Develop daily operational reports to keep the client informed of work progress.
10. Development of maps, GIS applications, etc. as necessary.
11. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the client for processing.
12. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, and any other applicable agency for disaster recovery efforts by local staff and designated debris removal contractors.



LOAD SITE MONITORING

1. General

1.1. The Client requires the support of DebrisTech's Debris Removal Monitoring Team following a debris generating event such as a hurricane, storm, or other event and debris management expertise. The debris monitoring is necessary to assure Federal Emergency Management Agency (FEMA) emergency plan and debris removal contract requirements are met by debris removal contractor. Documenting the removal of debris from public access roads, rights-of-way, and public property, monitoring the debris management sites, is DebrisTech's primary concern. The Client will assign a Debris Manager (DM). The Debris Manager will be the primary point of contact for DebrisTech and will resolve contract administration issues or questions.

1.2. Within 48 hours of notification, DebrisTech will provide adequate number of professionals and qualified personnel to monitor all debris loading sites and debris management sites. DebrisTech will increase its staffing from this point depending on the amount of removal equipment provided by the removal contractor.

Major increases to the debris monitoring staff will be disclosed to the client's designated debris manager.

1.3. DebrisTech shall provide all debris monitors with appropriate personal protective equipment to include, but not be limited to: eye protection, hearing protection, safety vests, and hard hats, to comply with all federal, state, and local requirements.

1.4. DebrisTech supervision is responsible for resolving issues with truck drivers, and other contractor's personnel.

1.5. DebrisTech will utilize the DebrisTech Electronic Debris Management System to collect and report documentation of debris removal activities.

1.6. DebrisTech will provide temporary office space as necessary.

2. Load Site Monitoring Services

2.1. The primary function of the Loading Site Monitors is to issue debris load tickets for eligible debris removed from the Right of Way (RoW).

2.2. DebrisTech will within 48 hours, be prepared to provide qualified on site personnel to monitor debris removal operations at all debris loading sites located throughout the Client's designated area. Additional sites may be added as debris removal efforts increase. Each loading site may operate, approximately 12–14 hours per day, 7 days per week. The Client's Debris Manager in coordination may determine the exact number and location of loading sites with the debris removal contractor.



DEBRIS SITE MONITORING

- 2.3. DebrisTech will provide all employees with DebrisTech handheld devices. These devices will allow each employee to capture all required data for each load of debris, such as: GPS coordinates, digital photographs, truck number, load number, debris type, and monitor identity. All DebrisTech devices communicate wirelessly with the DebrisTech Central Information Database. DebrisTech will also provide the Client with management, supervision, labor, and equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roads, public rights-of-way, and public property within the Client's designated area.
- 2.4. DebrisTech will be prepared to provide a Loading Site Monitor per site per day at a minimum of a 12-14 hour shift.
- 2.5. All Loading Site Monitors will speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
- 2.6. Supervisors and all identified Loading Site Monitors will attend a day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the Client's Debris Manager.
- 2.7. Monitors will be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high and lift 30 lbs.
- 2.8. The function of the Debris Monitor is to verify that only eligible debris is being removed from designated public rights-of-way and public property before it can be loaded into a debris removal vehicle.
- 2.9. DebrisTech will provide at least one (1) monitor for each debris removal vehicle to monitor and verify eligible debris removal from designated public access roads within the debris pickup zone.
- 2.10. DebrisTech will provide all employees with DebrisTech handheld devices. These devices will allow each employee to capture all required data for each load of debris, such as: GPS coordinates, digital photographs, truck number, load number, debris type, and monitor identity. All DebrisTech devices communicate wirelessly with the DebrisTech Central Information Database.

3. Debris Management Site Monitoring Services

- 3.1. DMS Monitors are responsible for documenting the amount (volume/weight) of debris entering the DMS.
- 3.2. DMS Monitors are responsible for documenting that the removal vehicles are empty when leaving the DMS
- 3.3. The primary function of the Debris Management Site Monitors is to complete the documentation



FIELD SUPERVISORS

of the load and estimate volumes that have been transported to the debris management site for processing or storage, and/or disposal.

- 3.4. DebrisTech will provide all employees with DebrisTech handheld devices along with all necessary equipment to document disposal of the debris.
- 3.5. Monitors will speak English, be capable of working in an outside environment, and be able to climb a staircase ladder of 10 feet high.
- 3.6. Monitors will be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
- 3.7. Supervisors and all identified Debris Management Site Monitors will attend a 1/2 day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the Client's Debris Manager.
- 3.8. Site Monitors will be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high and lift 30 lbs.

4. Field Supervisors

- 4.1. Field Supervisor are to verify that only eligible debris is being removed from designated public rights-of-way and public property within assigned debris pickup zones in the Client's designated area.
- 4.2. Field Supervisors will be prepared to operate a minimum of 12 to 14 hours per day, 7 days per week and will be responsible for 10 load site monitors each.
- 4.3. Field Supervisors are expected to remain in contact with their assigned 10 debris monitors throughout the day and report their monitors location and removal vehicle information.
- 4.4. DebrisTech will provide all Field Supervisors with DebrisTech handheld devices.
- 4.5. Make multiple visits to all assigned loading sites and debris management sites on a random daily basis.
- 4.6. DebrisTech will provide all employees with DebrisTech handheld devices. These devices will allow each employee to capture all required data for each load of debris, such as: GPS coordinates, digital photographs, truck number, load number, debris type, and monitor identity.
- 4.7. All Field Supervisors will speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.



OPERATIONS MANAGER

4.8. Field Supervisors and all identified Debris Monitors will attend a 1/2 day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the Client's Debris Manager.

4.9. Field Supervisors will be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high and lift 30 lbs.

5. Operations Manager

5.1. Operations Manager primary goal is to execute the operations plan as directed by the project manager.

5.2. Coordinate debris monitoring operations to Field Supervisors.

5.3. Lead Field Supervisors in daily supervisor meetings.

5.4. Reviewing project clocking and clock out records.

5.5. Make multiple visits to all debris management sites on a random daily basis.

6. Project Manager

6.1. The project manager will serve as the primary point of contact for DebrisTech to the client.

6.2. The Project Manager will be involved in all aspects of the project.

6.3. Reports directly to the president of the company, Brooks Wallace.

7. Data Manager

7.1. DebrisTech Data Managers are assigned multiple projects. Their duties are often preformed remotely in a location with the best possible internet connection.

7.2. Their primary role is to review every load removed from the RoW.

7.3. During this review process the data manager determine whether the ticket was recorded out of the project work zone, location eligibility, and correct debris type.

7.4. This position also communicates directly with the operations manager about data collection errors in the field to be addressed as quickly as possible.

OPERATIONAL SAFETY

8. Safety

- 8.1. All debris monitors are informed of safety procedure around large equipment in the afford mentioned training course administer by the management team.
- 8.2. DebrisTech will ensure that DebrisTech personnel adhere to all debris management site safety requirements.
- 8.3. PPE
- 8.3.1.Hard Hat
 - 8.3.2.High Vis Safety Vest
 - 8.3.3.Safety Glasses
 - 8.3.4.Cell Phone
 - 8.3.5.Recommend Clothing
 - 8.3.6.Long Pants
 - 8.3.7.Collared Shirt
 - 8.3.8.Close Toed Shoe
- 
- A man with a beard and mustache, wearing a white collared shirt, a grey tie, and a bright orange high-visibility safety vest with reflective silver stripes. He is also wearing an orange hard hat. He is smiling and holding a wooden clipboard with a white sheet of paper in his right hand. The background is a solid blue color.



DebrisTech, LLC has established administrative policies for the reduction and prevention of on-the-job accidents and illnesses, and the protection of the environment. These policies are to be used as a foundation for establishing safety and environmental health programs for DebrisTech, LLC employees. DebrisTech believes that the health and safety of employees are of the greatest importance.

It is DebrisTech's health and safety policy that no job is so important and no service so urgent, that we cannot take time to perform our work safely, and in an environmentally conscientious manner. DebrisTech, LLC will conduct its operation in compliance with all applicable regulation to protect: employees, clients, sub consultants, the community, natural resources, and the environment.

The purpose of DebrisTech's health and safety program is to:

- Provide employees with a safe and healthy work environment
- Develop a safety awareness among employees and others engaged in work for DebrisTech that accidents (personal injuries and property damage) and occupational illnesses will be reduced to a minimum
- Identify and control safety, public health, and environmental hazards associated with their operations
- Work constructively with government agencies and others to develop and implement laws, regulations, and standards to protect public health, safety, and the environment.

Employees should realize the following goals through the health and safety policy:



SAFETY

- The development of an ongoing safety consciousness among all member of DebrisTech.
- A reduction in occupational injuries and illnesses and the associated loss of productivity.

Safety Principles

The success of DebrisTech's health and safety effort depends on:

- Acceptance of the concept that all serious injuries can be prevented
- Supervisors assuming responsibility for preventing occupational injuries and illnesses, and
- All employees participate in health and safety training programs and recognize that working safely is to everyone's advantage

Project Managers and Operations Managers

Managers are responsible for being knowledgeable of and implementing applicable policies and directives and taking other action, as required, to ensure that the personnel and operations they supervise comply with applicable requirements. This includes taking positive action to determine and reduce to as low as reasonably achievable, the accidents and incidents associated with their operations, informing employees of the safety hazards associated with their work, instructing employees in safe work methods, keeping the individual performing the specific tasks apprised of the most recent procedure and trained in its implementation, and enduring that they perform their work according to requirements. Managers have the primary responsibility for operations in the field and for taking the necessary measures to make certain that survey field activities comply with established safety requirements and shall ensure that field crews:

- Use proper safety gear
- Ensure that field crews take precautions against heat-related illnesses and keep hydrated

All DebrisTech employees have an individual responsibility to:

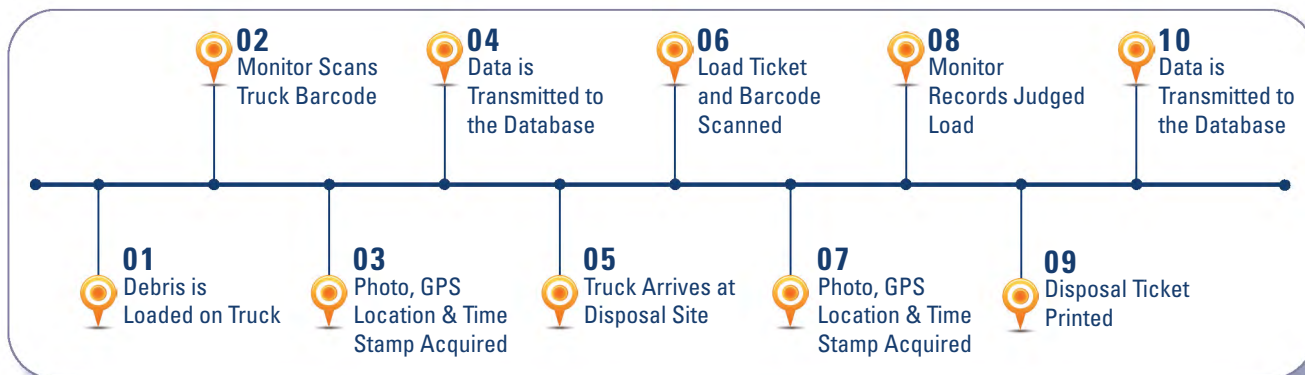
- Know and follow all health and safety rules, policies, and procedures for the area in which they are working
- Maintain a safe work environment
- Use good judgment
- Report to their supervisor immediately all
 - unsafe conditions, accidents, and
 - work-related injuries and illnesses (every occupational accident or injury) must be reported immediately using the DebrisTech's Accident Report.



AUTOMATED SYSTEM

Technical Approach with ADMS

In response to a disaster, DebrisTech sends one of its Mobile Command and Communications Centers to the project area. Each Mobile Command and Communications Center is a specially equipped, self-contained unit that provides office and living quarters for its vital team members. Each unit has computers, printers, badging and placarding systems, communication systems, training systems, and an appropriate number of load and disposal site deployment kits. The load deployment kits contain enough ruggedized tablets to document every removal crew and DMS. The disposal site kits typically include 4 tablets with MLPs, remote scanners, laser printers, paper, and printer cartridges. The kits permitted for carry-on luggage and, when necessary, may travel ahead of the Mobile Command and Communications Center by airline, if necessary. By following our emergency response project schedule our team has responded to over 125 contract activations for the services described in the RFP.



Real-Time Data

The DebrisTech Electronic Debris Management System provides real time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Data is fed to the Central Information Database in real time by Debris Removal Monitors with DebrisTech devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, Right of Entry number, etc.

This allows the debris management team to track the location and progress of debris removal crews, track the type and quantity of debris being collected, as well as fully document the loading and disposal locations, time, date, contractor, personnel and equipment used. The real time system eliminates the need for a large administrative staff to manually enter paper tickets.



SCALABILITY

Cradle-to-Grave Documentation

The DebrisTech Electronic Debris Management System provides accurate accounting for all loads and detailed information on stumps and leaning trees. A barcode application tool is provided to attach a unique barcode to each tree surveyed. A digital photo, GPS coordinates, timestamp, tree/ stump size, inspector ID are collected with that barcode at three critical points of the removal process.

- When Originally Surveyed and Marked for Removal
- When Loading for Transport to the Disposal Site
- When Offloaded at the Disposal Site

A unique truck/trailer barcode scanned at the loading and offloading points provides additional information.

Scaleable

Because DebrisTech is standardized on Apple's iPads as the basis for its field unit and has partnered with national cellular providers, ramping up to hundreds of units can be done in a brief period. DebrisTech has created a customization system that can transform a best of class consumer-grade tablet to a ruggedized Debris Removal Monitoring Device in minutes — utilizing the iPad's and AppleTV's mirroring feature. The Mobile Command and Communications Center's outdoor video screen, DebrisTech's first responders, can train large groups of locally hired monitors at any location. Because of the iPad's inherently user-friendly and straightforward design, a typical training class usually lasts less than 2 hours. In a typical deployment, DebrisTech's first responders arrive and assess the severity of the event and determine how many support personnel are required to deploy and fully support the system.

Once the deployment begins, a new server instance of the DebrisTech Debris Management Database System is created and replicated at two or more locations. In the case of this contract, a third replication is set up for government use. One server instance is designated as the primary server, and field devices submit their data to it through a secure channel over a common carrier. The other servers are updated within minutes (usually seconds) and contain an exact copy of the records submitted by the field devices. One of the secondary servers is designated as a failover server should the primary server fail, or be inaccessible due to a regional communications outage. A redundant primary fiber loop serves DebrisTech's primary server location, and its secondary and tertiary servers are geographically remote and served by different ISPs. Upon completion of a mission, a copy of all data collected is delivered to the Client in Microsoft Excel and PDF format. DebrisTech is capable of meeting the daily reporting desired by the Client. The data can also remain accessible through the DebrisTech Debris Management Database for any period as required by the contract. DebrisTech currently maintains 1000 devices, 400 ready to be deployed.



GEO-FENCING

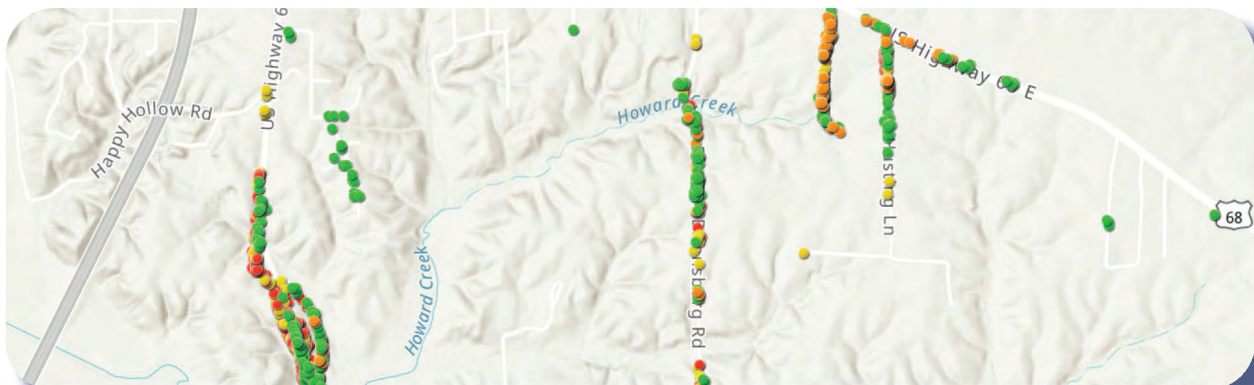
Paper Not Necessary

The DebrisTech Automated Debris Management System is modeled after a proven debris monitoring method that utilized a combination of handwritten paper tickets, electronic databases, and a Geographic Information System (GIS). The DebrisTech system follows this same model but replaces the handwritten tickets with real-time data collection devices. Paper receipts are still available but are no longer the primary record. DebrisTech handheld devices and software add a new level of documentation and security features. The built-in automated fraud detection and audit tools significantly reduce the potential for fraudulent activities that might result in costly de-obligations. The system can also provide real-time access to agencies, such as FEMA or the Inspector General, so that auditors can begin their task early, rather than months or years later.

The DebrisTech Automated Debris Management System provides real-time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Data is fed to the Central Information Database in real-time by Debris Removal Monitors with DebrisTech devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, Right of Entry number, and other required documentation. This allows the debris management team to track the location and progress of debris removal crews, track the type and quantity of debris being collected, as well as fully document the loading and disposal locations, time, date, contractor, personnel, and equipment used. The real-time system eliminates the need for a large administrative staff to enter paper tickets manually.

GIS Compatible Geo-Fencing

The DebrisTech System also has interactive mapping features that allow authorized users to view the exact pickup and disposal location for each debris ticket in real-time. Once GIS boundaries are uploaded, the ADMS denies debris ticket acceptance if the contractor loads outside of the prescribed work zone. The ADMS assigns loads to certain districts of the clients maintained territories, such as city council districts or certain private communities.

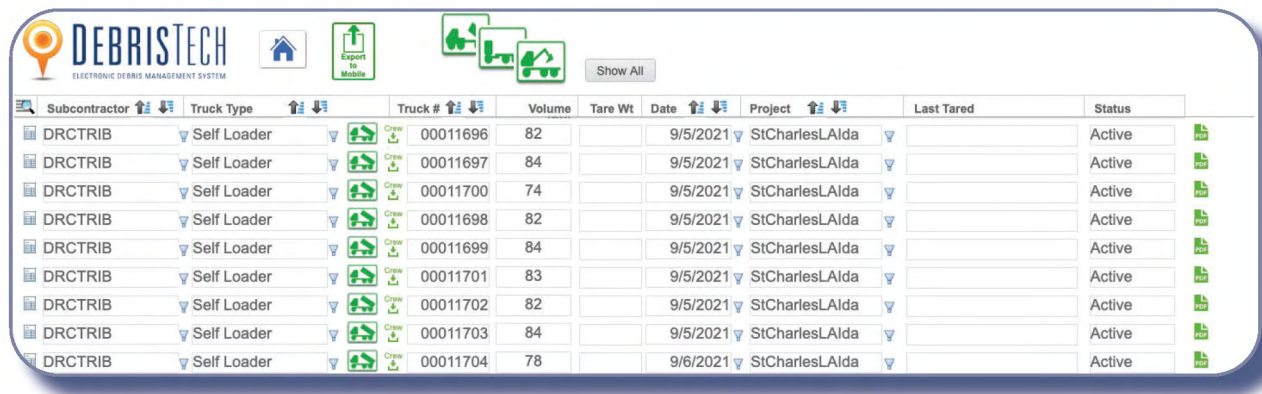




MOBILIZATION

Administration View

In the desktop platform, clicking on the load's truck icon from the debris ticket list displays the pickup and disposal point for a specific load on a map. Clicking on the Truck icon in the header displays all loads in the current filter on a map. This feature is especially useful when trying to determine where a specific truck or subcontractor is working or has worked, or simply to see where debris removal operations are taking place in real-time. These are but a few of the extensive Geographical Information System (GIS) capabilities present in the system.



Subcontractor	Truck Type	Truck #	Volume	Tare Wt	Date	Project	Last Tared	Status
DRCTRIB	Self Loader	00011696	82		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011697	84		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011700	74		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011698	82		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011699	84		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011701	83		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011702	82		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011703	84		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011704	78		9/6/2021	StCharlesLAlda		Active

Site Managers and Tower personnel are issued DebrisTech handheld scanning devices, loaded with custom software explicitly configured for their role. DebrisTech handhelds scan barcodes, take digital photographs, apply GPS location tagging, accept manual inputs in open fields, and communicate via the Internet using the cellular network and other means if required. When loading and disposal data is collected, it uploaded wirelessly to the DebrisTech Central Information Database. If cellular service is not available, the data is queued on the device and transmitted via cellular network connectivity or when the devices are in the range of the Mobile Command and Communications Center for download and transmission of the data via satellite communications.

Mobilization

Within 24 hours of notification, DebrisTech provides an adequate number of professionals and qualified personnel to the project area to begin the startup of the Debris Removal Operation. DebrisTech continues to increase its staffing from this point to meet the requirements of the local government's contractor(s). Because we have worked constantly on various debris removal jobs since late 2015, we currently have a large staff of highly qualified individuals available to work on this project. DebrisTech is prepared to deploy as many resources as needed to meet the demands of this project. DebrisTech establishes local office(s)



VEHICLE REGISTRATION

for hiring, training, and coordination of operations between the contractor and the government. This office is our base of operations for the duration of the project.

Vehicle Registration

Each vehicle registration identifies the mission (contract number) and a responsible governmental entity. Each registration record permanently ties to the bar code that is affixed to the truck body or trailer body, supplying unique identification data for contractor vehicles and equipment. Standard forms of measure (e.g. feet and inches) records the vehicle volume capacity utilizing industry-standard equations in each registration record created. Optionally, each driver of each truck may be issued a unique barcoded DebrisTech ID that ties the driver to the load and haul vehicle. Each member of the certification team is issued a unique barcoded ID that is scanned and becomes part of the certification registration form. The member certifying the vehicle must also sign the electronic form, using the signature capture feature. The DebrisTech System automatically rejects vehicles that are not certified and associated with the current event and responsible government entity.

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Quick Reports: Today, This Week, This Month

Custom Date: 02/01/2021 through 03/23/2022

Filter by: Type All, Truck All, Sub All

Project: StCharlesLAida

Search for Ticket: []

View Map: []

Ticket	Debris Type	Truck #	% Full	Volume	Weight	Load / Meas. / Disposal	Dump	SubCont	Transit	Direct - Miles -	Pickup Address		
000828929	C & D	00001234				9/1/21			-17712	0.0	-0.1	2 Judge Edward Dufresne	
000828930	Vegetative	00001234				9/1/21			-17712	0.0	0.0	2 Judge Edward Dufresne	
000876250	Vegetative	00011702	70	57.4		9/5/21	9/5/21	BAYDMS	DRCTRI	1:14	2.8	7.9	269 Lorraine St
001093739	Vegetative	00011696	70	57.4		9/5/21	9/5/21	BAYDMS	DRCTRI	0:51	9.0	15.6	456 Killona Dr
001093740	Vegetative	00011697	65	54.6					DRCTRI	0:49	9.0	15.6	442 Killona Dr
000876702	Vegetative	00011703	80	67.2						0:54	2.7	7.8	301 Amie St
000832930	Vegetative	00011698	80	65.6						0:33	2.7	7.9	222 Lorraine St
000832931	Vegetative	00011699	75	63.0						0:32	2.7	7.9	235 Lorraine St
000876703	Vegetative	00011702	75	61.5						0:39	3.2	8.0	154 Ormond Blvd
000876704	Vegetative	00011698	80	65.6						0:23	3.3	8.2	285 Ormond Blvd
001093749	Vegetative	00011696	80	65.6						0:31	9.0	15.5	572 Killona Dr
000876705	Vegetative	00011698	50	41.0						0:28	3.4	8.4	Hermitage Dr
000876706	Vegetative	00011699	50	42.0						0:26	3.4	8.3	384 Ormond Blvd
000832826	Vegetative	00011702	75	61.5						0:24	3.2	8.1	240 Ormond Blvd
001093744	Vegetative	00011696	75	61.5						0:40	3.2	8.1	220 Ormond Blvd
000832932	Vegetative	00011700	95	70.3						0:30	3.1	8.2	21 Oak Aly
000832827	Vegetative	00011703	50	42.0						0:22	3.2	8.1	232 Ormond Blvd
001093745	Vegetative	00011697	85	54.8						0:18	3.2	8.1	199 Ormond Blvd
000876707	Vegetative	00011698	85	69.7						0:26	3.4	8.5	22 Hermitage Dr
000876708	Vegetative	00011699	75	63.0						0:25	3.4	8.5	20 Hermitage Dr
000832829	Vegetative	00011702	45	36.9						0:33	3.2	8.1	240 Ormond Blvd
001093737	Vegetative	00011696	65	53.3						0:29	3.2	8.1	221 Ormond Blvd
001093738	Vegetative	00011697	55	46.2						0:26	3.2	8.1	214 Ormond Blvd
000832830	Vegetative	00011703	60	50.4						0:24	3.2	8.1	230 Ormond Blvd
000832933	Vegetative	00011700	80	59.2						0:18	3.1	8.2	21 Oak Aly
000876709	Vegetative	00011698	75	61.5						0:26	3.4	8.5	22 Hermitage Dr
000876710	Vegetative	00011699	85	71.4						0:23	3.4	8.5	20 Hermitage Dr

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM
Truck Certification Form

Hurricane Ida Debris Removal
St. Charles Parish Government
Truck Number 00012517

Current

Truck Owner: Marriot
Truck Tag State: IL
Truck Tag Number: 757aa095
Trailer Tag State: IL
Trailer Tag Number: 757aa095
Owner Truck No: 7637

Truck Type: Self Loader
Sub Code: DRCMARR
Capacity (CY): 78

Measured By: Daniel Daniel Outlines
Date Measured: 9/27/2021 1:31:55
www.DebriTech.com

Bed Holst (Inches)
L1: 12
L2: 12
W: 12
H: 12
End Radius (Inches)
R: 12
Bottom Radius (Inches)
R: 12



PROJECT SCHEDULE

Vehicles that need recertification (obscured bar code placards, changes in sideboards, a spot check of capacities for random audits, etc.) can be compared electronically and automatically to the audit tables and other CQC audit records of previous certifications and registrations.

Certification records are available online and in downloadable and printable form for authorized users. Each monitor is also issued a unique identification badge that contains the employee identification barcode and Project ID barcode. Like the other barcodes, they are used to easily mark the ticket with the identity of the monitor or inspector that collects and reviews the data. Still, they can be used to circumvent the signature capture requirement. Each ticket has its barcode scanned using specially configured iPads. A limited number of these secure ticket objects are issued to monitors and inspectors. Without a physical ticket, no electronic tickets can be created. This authentication is the first of a three-factor ticket authentication system. The uniquely configured iPad is the second factor. The apps used for collecting data are registered individually to unique serialized iPad IDs and cannot function on unauthorized devices. These iPads, in most cases, are issued to individuals. Still, a third factor, a real signature by the monitor or inspector is required at each data collection point through a built-in signature capture feature of the iPad. This factor reminds the submitter that they are personally responsible for the accuracy of the data submitted.

Monitoring Project Schedule

Before a disaster, DebrisTech helps the Client with its Debris Management Plan to ensure it meets FEMA regulations. We act as advisors to the Client to maximize its return with FEMA. Our services in the planning stages will be at NO COST to the Client. The planning stage is a service DebrisTech provides as the Client's Monitoring Firm. With our ADMS you have 24/7 access to the database that provides real-time updates on the progress of the cleanup. Below is a graphic that summarizes the activities that will take place over the duration of the project:





DEPLOYABLE EQUIPMENT

Equipment Resources

DebrisTech understands providing debris monitoring services is a time sensitive industry. The requirements described in the RFP will be met within the mandated time period. In an effort to assure our preparedness for future disaster responses, DebrisTech maintains a surplus of a minimum of 200 devices ready to be deployed at any time. DebrisTech has responded to the largest scale events that required hundreds of staff and equipment to meet the needs of multiple clients simultaneously.

Available Equipment and Readily Available Equipment:

Project Managers	12
ADMS Devices	1,000
TDMS Cases	60
Time and Material Forms*	1,000
Truck Certification Placards*	1,000
Project Management Kits	25
HR Hiring Kits	25
Stump Cases	25
Laptops	35
Mobile Wireless (MiFi)	25
Scanner	120
Printers	170
Mobile Command Vehicles	17

**All paper Field Documents are replenished as needed. DebrisTech has agreements and relationships with emergency providers able to fill any equipment shortcoming in 24 hours or less. ADMS units are programmed and deployed in 24 hours or less.*

Within 24 hours of notification, DebrisTech provides an adequate number of professionals and qualified personnel to the project area to begin the startup of the Debris Removal Operation. DebrisTech continues to increase its staffing from this point meet the requirements of the local government's contractor(s). Because we have worked constantly on various debris removal jobs since late 2015, we currently have a large staff of highly qualified individuals that are available to work on this project. DebrisTech is prepared to deploy as many resources as needed to meet the demands of this project.

Since our founding we have never had a contract terminated for failure to fulfill. DebrisTech has never failed to provide a sufficient and continuous workforce per contract specifications.



INDUSTRY- LEADING REPORTS

DebrisTech has decades of experience monitoring debris generated from a variety of events that span the United States, its territories, and FEMA regions. Through this wealth of experience, DebrisTech has developed and maintains a **wide range of reporting options**. Clients will receive debris reports daily (or at any specified interval) that are generated directly from DebrisTech's proprietary software.

At NO additional cost, DebrisTech will customize reports to fit the needs of clients. This level of customer service is one of the reasons DebrisTech is an industry leader in debris monitoring. Report examples included in this response are some of the industry-leading reports provided by DebrisTech. **DebrisTech welcomes the opportunity to share all of our reporting capabilities with potential clients, which is best accomplished with an in-person presentation.**

SAMPLE REPORT - TRUCK CERT.

DebrisTech measures and certifies every truck and trailer utilized for hauling in a debris removal project.



DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Truck Certification Form

Hurricane Ida Debris Removal
St. Charles Parish Government

Current **Truck Number 00012517**

Truck Owner: Marriot

Truck Tag State: IL Truck Tag Number: 757aa095

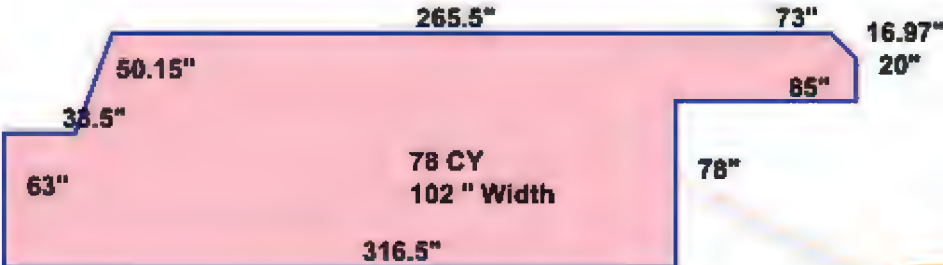
Trailer Tag State: _____ Trailer Tag Number: _____

Owner Truck No: 7637

Truck Type: Self Loader

Sub Code: DRCMARR

Capacity (CY): 78





Bed Hoist (Inches)
L1: _____ L2: _____
W: _____ H: _____

End Radius (Inches)
R: _____ H: _____

Bottom Radius (Inches)
R: _____ L: _____

Measured By: Dalton Daniel Cruthirds

Date Measured: 9/27/2021 1:31:55

www.DebrisTech.com

Unique DebrisTech code for FEMA/invoicing purposes

Contractor ID Number

Total truck capacity

Exact Trailer Dimensions

SAMPLE REPORT - HANGER TICKET

Our Hanger and Leaner Tickets document multiple points of data necessary for FEMA reimbursement. We capture three pictures for each Hanger/Leaner ticket: **1).** Documentation of the debris pre-work
2). Infrastructure at risk by the debris (showing the right-of-way)
3). Diameter of the debris post-work to ensure it meets FEMA minimum requirements

**DEBRISTECH**
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

e-Ticket
February 2022 Ice Storm Debris Removal

Prime Contractor:
Michaels Tree And Loader Services

Truck Owner:
HDR

Monitoring Firm:
DebrisTech, LLC

Timestamp: 4/10/2022 7:06:35 AM

Debris Type: Hanger

Coordinates: 35.0032, -90.0083

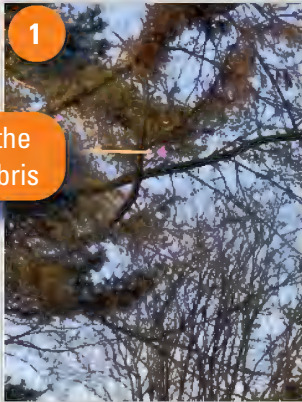
Address: 1644 Crimson Rd

Monitor: Williams Moses Perry

Ticket: 501332501

Truck: 00013788

City of Memphis

1


2


3




Arrow indicates the location of the debris

Exact GPS coordinates are automatically captured with every ticket created

Map location for easy location and reference

www.DebrisTech.com

SAMPLE REPORT - LOAD TICKET

Our Load Tickets provide cradle-to-grave documentation of debris loads for maximum FEMA reimbursement for all eligible debris. We capture pictures for internal load calls that document:

- 1). Where the debris truck loaded the debris (ensuring it is in a valid debris area)
- 2). Load call when the truck enters the disposal site to document the percentage full
- 3). Validation that the truck disposes of the entire load and leaves the disposal site empty



DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM

e-Ticket

001206810



Truck Nums: 00009113

Project: December 2021 Tornado Debris Removal

Prime: Ashbritt

Contract:

Zone: Dawson Springs

Sub: County Waste

Owner: County waste

Road: CS-2011

Debris Type: C & D

ROE Numbers:

% Full: 75

Capacity (CY): 74

Pay (CY): 55.5

Load Info		Transit Time		Measurement Info		Haul(d)*		Haul(r)*		Disposal Info	
Time: 16:30:28	Date: 3/15/22	14:32		Time: 7:02:36	Date: 3/16/22	6.2		8.4		Time: 7:25:23	Date: 3/16/22
Loc: 37.1683, -87.6956				Loc: 37.1708, -87.5827						Loc: 37.1708, -87.5828	
Site ID: RIAFDS				Site ID: RIAFDS						Site ID: RIAFDS	
Mon: Joseph James Gray				Mon: Jacob Michael Todd						Mon: CHRISTOPHER ALLEN	

1



Customizable zones as defined by the Client

2



Site ID indicates temporary or final disposal site

3



Load call percentage full

www.DebrisTech.com *(d)irect, (r)oute in miles, Truck Route Distance Provided by ArcGIS.com

SAMPLE REPORT - PUNCH LIST

Having a punch list limits the work allowed by the contractor and contains overall costs. Our Punch List tickets verify that high priority items are addressed and ensures that there is an equity of coverage across all communities within an affected disaster area.

Type of debris pile needing
to be picked up



St. Charles Parish Government
Hurricane Ida Debris Removal
Punch List



Debris Type: Vegetative

Record Number:

022322085626941

Truck:

00011696

Timestamp:

2/23/2022 8:56:25 AM

Prime Contractor:

DRC Emergency Services

Subcode:

DRCTRB

Truck Owner:

Triple bar

Monitoring Firm:

DebrisTech, LLC

Coordinates: 29.8057, -90.4252

Address: 455 1st St

Monitor: Hayden Cole Bryan



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GPS coordinates captured
and street address recorded
for most efficient location
pinpointing of the debris pile

Map location for additional
reference point



SAMPLE REPORT - DAILY SUMMARY

DebrisTech's Daily Report gives real-time data to the Client and a clear picture of the project's overall progress on a daily report. This Daily Report can be customized to the needs of the Client to ensure they have all the necessary information to oversee the completion of the project.



St. Charles Parish Government Hurricane Ida Debris Removal

Debris Removal Daily Report - 11/08/2021

Contractor: DRC Total Work Days To Date: 64
Monitoring Firm: DebrisTech, LLC Total Days into Contract Period: 67

Production Data		Volume (CY)	Weight (Tons)
Trucks in Operation Today:	19	Today's Debris Production: 5,391.5	0.0
Average Loads Per Truck:	4.9	Average Daily Production: 19,487.3	9.9

Debris Quantity Summary - Right of Way				Volume (CY)		Weight (Tons)	
	Today	To Date		Today	To Date	Today	To Date
Vegetative Loads:	26	12,538	Vegetative Debris:	1,565.2	652,930.7	0.0	15.0
C & D Loads:	54	7,556	C & D Debris:	2,451.4	350,481.5	0.0	618.8
Wood Chip Loads:	5	1,022	Wood Chips:	515.2	94,812.6	0.0	0.0
C & D Haul Out Loads:	9	1,744	C & D Haul Out:	859.7	148,959.9	0.0	0.0

Debris Quantity Summary - Total Project				Volume (CY)		Weight (Tons)	
	Today	To Date		Today	To Date	Today	To Date
Total Loads Generated:	94	22,860	Total Cubic Yards:	5,391.5	1,247,184.7	0.0	633.9

Unit Rate Items				Today		To Date	
	Today	To Date		Today	To Date	Today	To Date
Leaning Trees (6"-12"):	0	71	White Goods:	15	222		
Leaning Trees (13"-23"):	0	32	Stumps:	0	0		
Leaning Trees (24"-36"):	0	13	Traffic Control (Inter.):	0	0		
Leaning Trees (37"+):	0	1	Traffic Control (2 Way):	0	0		
Hanging Limbs:	0	1,844	Separation Crew:	0	0		
			Consolidation Crew:	0	0		

Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quantities.

www.DebrisTech.com

Total active
trucks on that
date

Daily total of
debris removed

Daily load total

Cumulative total
of debris removed

SAMPLE REPORT - ZONE SUMMARY

DebrisTech's reports can also be broken down by zones as assigned by the Client. This customization allows the Client to track needed measurables across neighborhoods, communities or zones to ensure equitable coverage of debris removal.

 DEBRISTECH ELECTRONIC DEBRIS MANAGEMENT SYSTEM						
St. Charles Parish Government Hurricane Ida Debris Removal						
Debris Quantity Summary By Zone - 02/23/2022						
Zone: 11 - St. Rose						
	Load Count		Volume (CY)		Weight (Tons)	
	Today	To Date	Today	To Date	Today	To Date
Vegetative Debris:	0	600	0.0	30,529.3	0.0	0.0
C & D Debris:	8	875	552.3	41,496.2	0.0	140.6
Wood Chips:	0	0	0.0	0.0	0.0	0.0
C & D Haul Out:	0	0	0.0	0.0	0.0	0.0
Zone Totals:	8	1475	552.3	72,025.5	0.0	140.6
Zone: 12 - Bayou Gauche						
	Load Count		Volume (CY)		Weight (Tons)	
	Today	To Date	Today	To Date	Today	To Date
Vegetative Debris:	4	445	244.7	21,143.5	0.0	0.0
C & D Debris:	2	483	124.0	23,719.8	0.0	4.1
Wood Chips:	0	0	0.0	0.0	0.0	0.0
C & D Haul Out:	0	0	0.0	0.0	0.0	0.0
Zone Totals:	6	928	368.7	44,863.3	0.0	4.1
Zone: 13 - Hahnville						
	Load Count		Volume (CY)		Weight (Tons)	
	Today	To Date	Today	To Date	Today	To Date
Vegetative Debris:	0	984	0.0	43,942.7	0.0	0.0
C & D Debris:	0	818	0.0	32,492.3	0.0	78.1
Wood Chips:	0	0	0.0	0.0	0.0	0.0
C & D Haul Out:	0	0	0.0	0.0	0.0	0.0
Zone Totals:	0	1802	0.0	76,435.0	0.0	78.1
Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quantities.						
www.DebrisTech.com						

Separate zones as
specified by the Client



Tab 6 - Proposed Rate Schedule



DEBRISTECH

Firm: DebrisTech, LLC

Name: Debra McCormick

Address: 923 Goodyear Blvd., Picayune, MS 39466

Telephone Number: 601-658-9598

Contact Email Address: debra@debristech.com

Company Authorized Representative Name: Debra McCormick, Business Manager

Signature/Date:  June 6, 2023

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

Remainder of Page Intentionally Left Blank



Tab 7 - Attachments/ Addenda/Adminis- trative Information



DEBRISTECH





PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Proposals.

Proposer should check off each of the following items as the necessary action is completed:

- ☒ All required and applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Proposal Form is included.
- ☒ Any addenda have been signed and included.
- ☒ The Proposals must be submitted via www.demandstar.com no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

DebrisTech, LLC

Company

Debra McCormick

Authorized Signature

Debra McCormick, Business Manager

Printed Name & Title

debra@debristech.com

Email

923 Goodyear Blvd

Address

Picayune, MS 39466

City, State, Zip Code

601-658-9598

Telephone No.

601-658-9656

Fax No.

**PROPOSERS QUALIFICATION FORM****LIST MAJOR WORK PRESENTLY UNDER CONTRACT:**

% Completed	Project	Contract Amount
60	City of Shawnee, OK	\$ 1,000,000.00
65	City of Amory, MS	\$ 1,500,000.00
60	City of Wynne, AR	\$ 1,000,000.00

LIST CURRENT PROJECTS IN WHICH YOU ARE THE CANDIDATE FOR AWARD:**Manvel TX , Jefferson County FL, Shawnee OK, Effingham County GA, Pearl River LA,****Coconut Creek FL, Panola County MS, Ellis County TX, Jefferson Parish LA, Tipton County, TN,****Livingston Parish LA, Brookside Village TX, Nassau County FL, Orlando FL, Newberry County FL****OTHER INFORMATION ABOUT PROJECTS:**Have you, at any time, failed to complete a contract? ☐ Yes ☒ No**STATEMENT OF LITIGATION:**Are there any judgments, claims or suits pending or outstanding by or against you?☐ Yes ☒ NoIf the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:**None****CONTRACT TOTALS:**

List total contract amounts for work performed on all completed **Emergency Debris Monitoring Services** related projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Totals must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ **67,577,707.81** **Total Contract Amounts for work done on all past related projects.**

ATTACHMENT #2

Tab 7 - Attachments/Addenda/Administrative Information



DEBRISTECH

85

Project	Customer	Amount	Total billed
DT-192 - Shawnee, OK - 2023 Tornado Debris Monitoring	City of Shawnee, Oklahoma	\$5,793,317.37	
DT-191 - Jacksonville, AL - 2023 Tornado Debris Monitoring	City of Jacksonville, Arkansas	\$80,000.00	
DT-190 - Perry County, KY - 2022 Flood Debris Monitoring	ER Ashtak Chastan Grant Services	\$0.00	
DT-189 - Wynne Water Utilities - 2023 Tornado Debris Monitoring	Wynne Water Utilities	\$0.00	
DT-188 - Tipton County, TN - 2023 Tornado Debris Monitoring	Tipton County, TN	\$1,293,312.12	
DT-187 - McDuff - 2023 Tornado Debris Monitoring	MS Department of Wildlife Fisheries and Parks	\$46,156.13	
DT-186 - Cross County, AR - 2023 Tornado Debris Monitoring	Cross County, Arkansas	\$100,983.99	
DT-185 - Three Rivers Railroad - 2023 Tornado Debris Monitoring	Hamam County Railroad Authority	\$3,111.93	
DT-184 - Montrose DES - 2022 Flooding	Montrose Disaster and Emergency Services	\$189,818.33	
DT-183 - Coalfield, TN - 2023 Tornado Debris Monitoring	City of Coalfield, TN	\$43,739.73	
DT-182 - Wynne, AR - 2023 Tornado Debris Monitoring	City of Wynne, Arkansas	\$567,937.56	
DT-181 - Monroe County, MS - 2023 Tornado Debris Monitoring	Monroe County Board of Supervisors	\$347,093.70	
DT-180 - Carroll County, MS - 2023 Tornado Debris Monitoring	Carroll County Board of Supervisors	\$1,302,076.15	
DT-179 - Penola County, MS - 2023 Tornado Debris Monitoring	Penola County Board of Supervisors	\$90,749.76	
DT-178 - City of Winona - 2023 Tornado Debris Monitoring	City of Winona	\$72,018.58	
DT-177 - Montgomery County, MS - 2023 Tornado Debris Monitoring	Montgomery County, Mississippi	\$117,025.25	
DT-176 - Amory, MS - 2023 Tornado Debris Monitoring	City of Amory	\$692,775.16	
DT-175 - Muhlenberg County, KY - 2023 Tornado Debris Monitoring	ER Ashtak Chastan Grant Services	\$123,750.51	
DT-174 - McCracken County, KY - 2023 Tornado Debris Monitoring	ER Ashtak Chastan Grant Services	\$31,235.77	
DT-173 - Etowah, AL - 2023 Tornado Debris Monitoring	City of Etowah, AL	\$28,076.30	
DT-172 - Dallas County, AL - 2023 Tornado Debris Monitoring	Dallas County, AL	\$46,358.40	
DT-171 - Hazlebury County, KY - 2023 Tornado Debris Monitoring	ER Ashtak Chastan Grant Services	\$152,929.91	
DT-170 - Elmore County, AL - 2023 Tornado Debris Monitoring	Elmore County, AL	\$86,633.10	
DT-169 - Spaulding County, GA - 2023 Tornado Debris Monitoring	Spaulding County, GA	\$1,187,206.09	
DT-168 - Buena County, GA - 2023 Tornado Debris Monitoring	Buena County, GA	\$187,000.84	
DT-167 - OTDP - Hurricane Fiona Debris Monitoring	Puerto Rico Transportation and Public Works	\$1,892,137.35	
DT-166 - St. Augustine, FL - Hurricane Nicole Debris Monitoring	Landfill Strategies, LLC	\$31,400.11	
DT-164 - Roadside, FL - Hurricane Nicole Debris Monitoring	Adrian North America, Inc.	\$49,677.13	
DT-163 - Gladys County, FL - Hurricane Ian Debris Monitoring	Gladys County BCC	\$81,017.54	
DT-162 - Indian River County, FL - Hurricane Ian Debris Monitoring	Indian River County BCC	\$70,551.30	
DT-161 - St. Augustine, FL - Hurricane Ian Debris Monitoring	Landfill Strategies, LLC	\$78,905.45	
DT-160 - Holmes Beach, FL - Hurricane Ian Debris Monitoring	City of Holmes Beach, FL	\$58,480.29	
DT-159 - Longboat Key, FL - Hurricane Ian Debris Monitoring	Town of Longboat Key, FL	\$131,784.48	
DT-158 - Roadside, FL - Hurricane Ian Debris Monitoring	Adrian North America, Inc.	\$14,052.68	
DT-157 - Hazlebury County, FL - Hurricane Ian Debris Monitoring	Landfill Strategies, LLC	\$267,226.56	
DT-156 - Arcadia, FL - Hurricane Ian Debris Monitoring	Landfill Strategies, LLC	\$13,741.99	
DT-155 - Punta Gorda, FL - Hurricane Ian Debris Monitoring	Landfill Strategies, LLC	\$491,780.45	
DT-154 - Longwood, FL - Hurricane Ian Debris Monitoring	City of Longwood, FL	\$100,701.00	
DT-153 - Scott County, KY - 2023 Flood Debris Monitoring	ER Ashtak Chastan Grant Services	\$135,973.00	
DT-152 - Letcher County, KY - 2023 Flood Debris Monitoring	ER Ashtak Chastan Grant Services	\$67,371.30	
DT-151 - KYTC - 2022 Flood Debris Monitoring	ER Ashtak Chastan Grant Services	\$24,873.19	
DT-150 - Floyd County, KY - 2023 Flood Debris Monitoring	ER Ashtak Chastan Grant Services	\$50,842.50	
DT-149 - Memphis, TN - Excess Yard Debris Monitoring 2022	City of Memphis - Solid Waste Division	\$1,847,618.66	
DT-148 - Dresden, TN - December 2021 Tornado Debris Monitoring	City of Dresden	\$74,028.05	
DT-147 - Caldwell Parish, LA - Hurricane Laura Waternways Debris Monitoring	Caldwell Parish Industrial Board	\$9,041.32	
DT-146 - Greene County, MS - April 2023 Tornado Debris Monitoring	Greene County Board of Supervisors	\$1,754.57	
DT-145 - Summit, MS - Hurricane Ida Debris Monitoring	Town of Summit, MS	\$15,272.10	
DT-144 - Bartlett, TN - 2022 Ice Storm Debris Monitoring	City of Bartlett Department of Public Works	\$153,347.14	
DT-143 - Germantown, TN - 2022 Ice Storm	City of Germantown, TN	\$73,999.67	
DT-142 - Memphis, TN - 2022 Ice Storm Trees	City of Memphis - Public Works Division	\$626,493.60	
DT-141 - Memphis, TN - 2022 Ice Storm ROW	City of Memphis - Solid Waste Division	\$1,628,038.96	
DT-140 - Mahanwah County, KY - 2021 Tornado	ER Ashtak Chastan Grant Services	\$261,058.82	
DT-139 - Lincoln County, MS - Hurricane Ida Debris Monitoring	Adrian County Board of Supervisors	\$130,348.80	
DT-138 - Magnolia, MS - Hurricane Ida Debris Monitoring	City of Magnolia - Solid Waste Division	\$221,130.75	
DT-137 - Boulder County, CO - Wildlife Debris Monitoring	CDR Maguire	\$18,103.00	
DT-136 - Fulton County, KY - 2021 Tornado	Fulton County Fiscal Court	\$79,723.00	
DT-135 - Caldwell County, KY - 2021 Tornado	Caldwell County Fiscal Court	\$33,986.50	
DT-134 - Hazlebury County, KY - 2021 Tornado	ER Ashtak Chastan Grant Services	\$1,051,805.44	
DT-133 - Marshall County, KY - 2021 Tornado	ER Ashtak Chastan Grant Services	\$1,066,142.46	
DT-132 - McComb, MS - Hurricane Ida Debris Monitoring	City of McComb, MS	\$56,608.10	
DT-131 - Marion, OR - 2021 Ice Storm Debris Monitoring	CDR Maguire	\$103,458.50	
DT-129 - Pike County, MS - Hurricane Ida Debris Monitoring	Pike County Board of Supervisors	\$228,120.80	
DT-128 - Cedar Rapids, IA - Coronavirus B Waterways Debris Monitoring	City of Cedar Rapids, IA	\$52,642.40	
DT-127 - Bay City, TX - Hurricane Nicholas Debris Monitoring	City of Bay City, TX	\$113,036.36	
DT-126 - Matagorda County, TX - Hurricane Nicholas Debris Monitoring	Matagorda County Board of Commissioners	\$166,210.68	
DT-125 - St. Charles Parish Canal - Hurricane Ida Debris Monitoring	St. Charles Parish Department of Public Works	\$164,875.50	
DT-124 - Waverly, TN - 2021 Flood Debris Monitoring	City of Waverly, TN	\$116,007.16	
DT-123 - Hancock County, MS - Hurricane Ida Beach Cleanup	Compton Engineering	\$35,933.24	
DT-122 - City of Poytune, MS - Hurricane Ida Debris Monitoring	City of Poytune, MS	\$66,753.60	
DT-121 - St. Charles Parish School District, LA - Hurricane Ida Debris Monitoring	St. Charles Parish School District	\$115,948.80	
DT-120 - Montgomery County, PA - Tropical Storm Ida Debris Monitoring	Montgomery County Board of Supervisors	\$124,144.62	
DT-119 - Belter, LA - Hurricane Ida Debris Monitoring	City of Belter, LA	\$104,928.45	
DT-118 - St. Charles Parish, LA - Hurricane Ida Debris Monitoring	St. Charles Parish Department of Public Works	\$2,931,879.90	
DT-117 - Ewer, LA - Hurricane Ida Debris Monitoring	City of Ewer, LA	\$840,721.80	
DT-116 - Town of Chaple, NC - 2021 Flood Debris Monitoring	City of Chaple, NC	\$13,322.60	
DT-115 - Town of Canton, NC - 2021 Flood Debris Monitoring	Town of Canton, NC	\$42,417.10	
DT-114 - Haywood County, NC - 2021 Flood Debris Monitoring	Haywood County Board of Commissioners	\$281,777.10	
DT-113 - Adams County, MS - Ice Storm	Adams County Board of Supervisors	\$17,758.25	
DT-112 - Jefferson County, MS - Ice Storm	Jefferson County Board of Supervisors	\$103,600.08	
DT-111 - Morgan County, KY - Ice Storm	ER Ashtak Chastan Grant Services	\$101,224.34	
DT-110 - Claiborne County, MS - Ice Storm	Claiborne County Board of Supervisors	\$223,391.00	
DT-109 - Warren County, MS - Ice Storm	Warren County Board of Supervisors	\$95,141.40	
DT-108 - Elliot County, KY - Ice Storm	Elliot County Fiscal Court	\$709,494.96	
DT-107 - Johnson County, KY - 2021 Ice	Johnson County Fiscal Court	\$693,610.34	
DT-106 - Boyd County, KY - Ice Storm	Boyd County Fiscal Court	\$794,507.27	
DT-105 - Carter County, KY - Ice Storm	Carter County Fiscal Court	\$1,179,003.07	
DT-104 - Natchez, MS - Ice Storm	City of Natchez, MS	\$148,882.38	
DT-103 - ODOT - 2020 Wildfires	CDR Maguire	\$4,503,552.62	
DT-102 - Cedar Rapids, IA - Hurricane Zeta Debris Monitoring	Town of Cedar Rapids, IA	\$9,171,616.00	
DT-101 - Greene County, MS - Hurricane Zeta Debris Monitoring	Greene County Board of Supervisors	\$602,432.87	
DT-100 - George County, MS - Hurricane Zeta Debris Monitoring	George County Board of Supervisors	\$625,207.60	
DT-099 - Selma, AL - Hurricane Zeta Debris Monitoring	City of Selma, AL	\$234,200.25	
DT-098 - Calumet, IL - Ice Storm Debris Monitoring	City of Calumet, IL	\$92,411.20	
DT-097 - Pass Christian, MS - Hurricane Zeta Debris Monitoring	City of Pass Christian	\$264,539.80	
DT-096 - Midwest City, OK - Ice Storm Debris Monitoring	City of Midwest, OK	\$402,540.50	
DT-095 - Moore, OK - Ice Storm Debris Monitoring	City of Moore, OK	\$157,240.35	
DT-094 - Mustang, OK - Ice Storm Debris Monitoring	City of Mustang, OK	\$249,180.21	
DT-093 - Forsyth County, GA - Tropical Storm Zeta Debris Monitoring	Forsyth County, GA	\$19,740.00	
DT-092 - Piedmont, OK - Ice Storm Debris Monitoring	City of Piedmont, OK	\$50,489.99	
DT-091 - Bay St. Louis, MS - Hurricane Zeta Debris Monitoring	City of Bay St. Louis, MS	\$79,345.13	
DT-090 - Kingfisher, OK - Ice Storm Debris Monitoring	City of Kingfisher, OK	\$115,788.00	
DT-089 - El Reno, OK - Ice Storm Debris Monitoring	City of El Reno, OK	\$155,032.49	
DT-088 - Ocean Springs, MS - Hurricane Zeta Debris Monitoring	City of Ocean Springs, MS	\$148,704.90	
DT-087 - St. Charles Parish, LA - Hurricane Zeta Debris Monitoring	St. Charles Parish Department of Public Works	\$13,816.25	
DT-086 - Cameron, LA - Hurricane Delta Debris Monitoring	City of Cameron, LA	\$89,872.70	
DT-085 - Belter, LA - Hurricane Delta Debris Monitoring	City of Belter, LA	\$54,570.45	
DT-084 - Robertsdale, AL - Hurricane Sally Debris Monitoring	City of Robertsdale, AL	\$169,396.75	
DT-083 - Santee Rose County, FL - Hurricane Sally Debris Monitoring	Landfill Strategies, LLC	\$578,183.80	
DT-082 - Foley, AL - Hurricane Sally Debris Monitoring	Landfill Strategies, LLC	\$347,417.00	
DT-081 - Matagorda County, TX - Hurricane Laura Debris Monitoring	Matagorda County Board of Commissioners	\$99,912.81	
DT-080 - Houston, TX - 2020 Denecho Debris Removal	City of Houston, TX	\$1,841,000.37	
DT-079 - Cedar Rapids, IA - 2020 Denecho Debris Removal	City of Cedar Rapids, IA	\$7,351,739.92	
DT-078 - Madrid, IA - 2020 Denecho Debris Removal	City of Madrid, IA	\$110,493.47	
DT-077 - Jefferson Davis County, MS - April 23 Straight Line Wind Event	County of Jefferson Davis	\$186,340.74	
DT-076 - Matagorda County, TX - Hurricane Harvey Debris Monitoring	Matagorda County Board of Commissioners	\$205,717.72	
DT-075 - Lawrence County, MS - April 23 Tornado Debris Removal	Lawrence County Board of Supervisors	\$232,979.26	
DT-074 - Jasper County, MS - 2020 Tornado Debris Monitoring	Jasper County Board of Supervisors	\$489,901.59	
DT-073 - Memphis, TN - Debris Monitoring	City of Memphis - Solid Waste Division	\$159,093.25	
DT-072 - Pike County, MS - 2020 Tornado Debris Monitoring	Pike County Board of Supervisors	\$47,441.20	
DT-071 - Lawrence County, MS - 2020 Tornado Debris Monitoring	Lawrence County Board of Supervisors	\$188,672.45	
DT-070 - Walhalla County, MS - 2020 Tornado Debris Monitoring	Walhalla County Board of Supervisors	\$127,938.65	
DT-069 - Marion County, MS - 2020 Tornado Debris Monitoring	Marion County Board of Supervisors	\$249,616.34	
DT-068 - St. Charles Parish, LA - Flood Debris 2020	St. Charles Parish Department of Public Works	\$31,954.90	
DT-067 - McComb, MS - 2020 Tornado Debris Monitoring	City of McComb, MS	\$197,825.80	
DT-066 - Jones County, MS - 2020 Tornado Debris Monitoring	Jones County Board of Supervisors	\$762,644.24	
DT-065 - Lamar County, MS - 2020 Tornado Debris Monitoring	Lamar County Board of Supervisors	\$0.00	
DT-064 - Jefferson Davis County, MS - 2020 Tornado Debris Monitoring	County of Jefferson Davis	\$543,355.21	
DT-063 - Corinth, MS - 2020 Debris Monitoring	City of Corinth, MS	\$276,074.38	
DT-062 - Waverly, TN - 2020 Debris Monitoring	City of Waverly, TN	\$98,018.15	
DT-061 - Lee County, MS - 2019 Tornado Debris Monitoring	Lee County Board of Supervisors	\$483,784.35	
DT-060 - Port Aransas, TX - 2019 Marine Debris Monitoring	Port Aransas, TX	\$41,932.80	
DT-059 - Dallas, TX - 2019 Tornado Debris Monitoring	City of Dallas, TX	\$1,076,693.15	
DT-058 - Hyde County, NC - Hurricane Dorian Debris Monitoring	Landfill Strategies, LLC	\$217,880.10	
DT-057 - Yavapai County, MS - 2019 Debris Monitoring Services	Yavapai County, MS	\$96,718.92	
DT-056 - Panama City Marina - Hurricane Michael	Landfill Strategies, LLC	\$19,263.20	
DT-055 - El Reno, OK - 2019 Tornado Debris Monitoring Services	City of El Reno, OK	\$2,840.00	
DT-054 - McComb, MS - 2019 Tornado Debris Monitoring Services	Monroe County Board of Supervisors	\$887,690.61	
DT-053 - Baker County, GA - 2018 Hurricane Michael Debris Monitoring Services	City of Baker, GA	\$108,335.10	
DT-052 - Columbus, MS - 2018 Tornado Debris Monitoring Services	Baker County, GA	\$289,394.07	
DT-051 - Mitchell County, GA - Hurricane Michael Debris Monitoring Services	City of Columbus, MS	\$1,155.65	
DT-050 - DKO - Hurricane Maria Debris Monitoring Services	Mitchell County, GA	\$135,141.23	
DT-049 - Winneba Electric Cooperative - Hurricane Michael Debris Monitoring AL	Puerto Rico Sports and Recreation Department	\$6,484,161.38	
DT-048 - Miller County, GA - Hurricane Michael Debris Monitoring Services	Winneba Electric Cooperative, Inc.	\$463,512.43	
DT-047 - Bay County, FL - Hurricane Michael Debris Monitoring	Miller County, GA	\$1,755.55	
DT-046 - Panama City, FL - Hurricane Michael Debris Monitoring	Landfill Strategies, LLC	\$1,624,007.54	
DT-045 - PALSA - Hurricane Maria Debris Monitoring	Landfill Strategies, LLC	\$1,451,240.46	
DT-044 - OTDP East Zone - Hurricane Maria Debris Monitoring	Asphalt and Sewer Authority of Puerto Rico	\$131.80	
DT-043 - OTDP North Zone - Hurricane Maria Debris Monitoring	Puerto Rico Transportation and Public Works	\$87,015.38	
MD291 - Inventory Monitoring	Puerto Rico Transportation and Public Works	\$1,309,833.68	
MD292 - Inventory Monitoring	Mississippi State Department of Health	\$1,000,475.39	
MD293 - Inventory Monitoring	Mississippi Emergency Management Agency	\$4,253,334.35	

**REFERENCES:**Bank(s) Maintaining Account(s): David Hemeter, President of First National Bank of Picayune601-748-3200, dbhemeter@fnbop.com

Surety/Underwriter: (if required) Sawyer Hudson | Commercial Lines Account Manager
Cadence Insurance | 16 Thompson Park | Hattiesburg, MS 39401
(D) 601-554-7336 | (O) 601-554-7300 |
sawyer.hudson@cadenceinsurance.com | cadenceinsurance.com

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☒ Partnership/Years in Business: 13

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the Proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of Proposals without prejudice.

DebrisTech, LLC

Company

Authorized Signature

Debra McCormick, Business Manager

Printed Name & Title

Debra@debristech.com

Email

923 Goodyear Blvd

Address

Picayune, MS 39466

City, State, Zip Code

601-658-9598

Telephone No.

601-658-9656

Fax No.

**CONFLICT OF INTEREST AFFIDAVIT**

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

DebrisTech, LLC

Company

Authorized Signature

Debra McCormick, Business Manager

Printed Name & Title

Debra@debristech.com

Email

923 Goodyear Blvd

Address

Picayune, MS 39466

City, State, Zip Code

601-658-9598

Telephone No.

601-658-9656

Fax No.

STATE OF **Mississippi**
COUNTY OF **Forrest**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of **Debra McCormick**, as **Business Manager**, of **DebrisTech, LLC**, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this 6th day of June, 2023.

(stamp)



NOTARY PUBLIC



DECLARATION STATEMENT

City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: RFP NO. 23-PW-014 - "EMERGENCY DEBRIS MONITORING SERVICES"

Dear Mayor and Council Members:

The undersigned as Proposer, or on behalf of Proposer, declares that this Response is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the Responses.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **RFP #23-PW-014 "EMERGENCY DEBRIS MONITORING SERVICES."**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 6th day of June, 2023 in the City of Picayune, in the State of Mississippi.

DebrisTech, LLC

Company

Authorized Signature

Debra McCormick, Business Manager

Printed Name & Title

Debra@debristech.com

Email

923 Goodyear Blvd

Address

Picayune, MS 39466

City, State, Zip Code

601-658-9598

Telephone No.

601-658-9656

Fax No.

**INSURANCE REQUIREMENTS****INSURANCE TYPE****REQUIRED LIMITS**

- | | |
|--|---|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. |
| ☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Firm shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Firm or anyone employed or utilized by the Contractor/Vendor/Firm in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |

This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.

- | | |
|--|---|
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Mount Dora must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |



INSURANCE REQUIREMENTS (Continued)

- ☒ 9. The City of Mount Dora shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state **RFP #23-PW-014 "EMERGENCY DEBRIS MONITORING SERVICES."**

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

DebrisTech, LLC

Company

Debra McCormick

Authorized Signature

Debra McCormick, Business Manager

Printed Name & Title

debra@debristech.com

Email

Cadence Insurance

Insurance Agency

David Fortenberry

Signature of Proposer's Agent

923 Goodyear Blvd

Address

Picayune, MS 39466

City, State, Zip Code

601-658-9598

Telephone No.

601-658-9656

Fax No.

**HOLD HARMLESS AFFIDAVIT**

The Contractor/Vendor/Firm is required to purchase and maintain minimum limits of \$1,000,000 per occurrence for all liability, which includes general liability and, if applicable, automobile liability. Other coverage may be required where applicable.

The Contractor/Vendor/Firm agrees to hold the City of Mount Dora harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, unless such claims are a result of the City's sole negligence.

The Contractor/Vendor/Firm shall purchase and maintain workers' compensation insurance & employer's liability in accordance with Florida Statute Chapter 440 and City policy. The Contractor/Vendor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the City purchasing representative requesting the service.

By signature upon this form the Contractor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

DebrisTech, LLC

Contractor/Vendor-Print Name

Signature

Debris Monitoring

Project Name

June 6th, 2023

Date

The effective dates of this Hold Harmless Affidavit shall be for the duration of the contract associated with this work. The final Agreement will include or reflect this hold harmless affidavit.

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒ YES
☐ NO

DebrisTech, LLC

Company


 Authorized Signature

Debra McCormick, Business Manager

Printed Name & Title

hdungan@debristech.com

Email

923 Goodyear Blvd

Address

Picayune, MS 39466

City, State, Zip Code

601-658-9598

Telephone No.

601-658-9656

Fax No.

**NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

State of Mississippi

County of Forrest

Debra McCormick, being first duly sworn, deposes and says that:

I am the Business Manager DebrisTech, LLC, (Proposer) which has submitted a Response to City of Mount Dora RFP #23-PW-014.

I am fully informed respecting the preparation and contents of the Response to RFP #23-PW-014, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFP #23-PW-014, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFP #23-PW-014 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

DebrisTech, LLC

Company

Debra McCormick

Authorized Signature

Debra McCormick, Business Manager

Printed Name & Title

hdungan@debristech.com

Email

923 Goodyear Blvd

Address

Picayune, MS 39466

City, State, Zip Code

601-658-9598

Telephone No.

601-658-9656

Fax No.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Debra McCormick, as Business Manager, of DebrisTech, LLC who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me, who produced _____ as identification, and who did not take an oath this 23 day of June, 2023.

(stamp)



BT
NOTARY PUBLIC

ACKNOWLEDGEMENTS

RFP #23-PW-014

"EMERGENCY DEBRIS MONITORING SERVICES"

To: **City of Mount Dora**
510 N. Baker Street
Mount Dora, FL 32757

DebrisTech, LLC

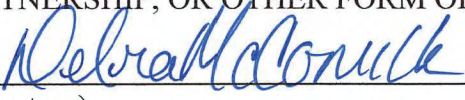
(Proposer) guarantees

its Response to RFP #23-PW-014 for a period not to exceed one hundred twenty (180) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

The Contractor, by signing these **RFP** Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this **RFP** Document.

Dated this 6th day of June, 2023
(Month) (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By:  / Debra McCormick
(Signature) (Print name)

Address: _____

923 Goodyear Blvd**Picayune, MS 39466**

Telephone: (601) 658-9598 Fax: (601) 658-9656

Taxpayer/Employer Identification Number (TIN/EIN): 27-3362906

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____



State of Incorporation: _____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

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CITY OF MOUNT DORA

COMPLIANCE WITH THE PUBLIC RECORDS LAW

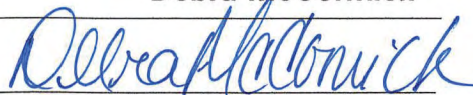
Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: DebrisTech, LLC

Authorized representative (printed): Debra McCormick

Authorized representative (signature): 

Project Number: RFP #23-PW-014

Date: June 6, 2023



REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Proposals for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: City of Memphis, TN
 Address: 125 N Main St. Memphis, TN
 Point of Contact: Phillip Davis, Deputy Director of Solid Waste
 Phone #: 901-576-6872 Email address: phillip.davis@memphistn.gov
 Service(s) Provided: Debris Monitoring Services 414,080 cy documented
 Dates of Service: June 2017 - April 2018
2. Name of Company: St Charles Parish, LA
 Address: 15045 River rd. Hahnville, LA 70057
 Point of Contact: Chandra Sampey
 Phone #: 985-783-5012 Email address: csampey@stcharlesgov.net
 Service(s) Provided: Debris Monitoring Services 1,704,613 cy documented
 Dates of Service: September 2021 - January 2022
3. Name of Company: City of Jacksonville Beach, FL
 Address: 1460A Shetter Ave. Jacksonville Beach, FL
 Point of Contact: Dennis Dupries
 Phone #: 904-509-0268 Email address: ddupries@jaxbchfl.net
 Service(s) Provided: Debris Monitoring Services 180,000 cy documented
 Dates of Service: December 2017
4. Name of Company: City of Holmes Beach, FL
 Address: 5801 Marina Dr. Holmes Beach, FL
 Point of Contact: Matt McDonough
 Phone #: 941-779-3332 Email address: bdadministrator@holmesbeachfl.org
 Service(s) Provided: Debris Monitoring Services 28,000 cy documented
 Dates of Service: September 2022 - December 2022

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: Debra McCormick [NAME] as the Business Manager [TITLE] of DebrisTech, LLC [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is 27-3362906

2. I understand that a “public entity crime” as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Florida Statutes, Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).



 X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Debra McCormick

(Signature)

STATE OF Mississippi
COUNTY OF Forrest

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Debra McCormick, as Business Manager, of DebrisTech, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this 6th day of June, 2023.

(stamp)



HDI

NOTARY PUBLIC

FIRM INFORMATION

FIRM is a:

- () Corporation
 () Partnership
 () Sole Proprietorship
 (x) Other Limited Liability Company (Explain)

Federal Employer Identification Number: 27-3362906Firm Name: DebrisTech, LLCMailing Address: 923 Goodyear Blvd., Picayune, MS 39466Telephone No.: 601-658-9598 Fax No.: 601-658-9656Email Address: debra@debristech.com Web Address: debristech.com

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: Debra McCormickName & Title Printed: Debra McCormick, Business Manager

ATTACHMENT #2



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
DEBRISTECH, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
923 GOODYEAR BLVD

6 City, state, and ZIP code
PICAYUNE, MS 39466

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-				-				
--	--	--	--	---	--	--	--	---	--	--	--	--

or

Employer identification number

2	7			-	3	3	6	2	9	0	6
---	---	--	--	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

March 24, 2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



ATTACHMENT #2 CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cadence Insurance 16 Thompson Park Hattiesburg MS 39401		CONTACT NAME: Daphne Coleman PHONE (A/C, No, Ext): 601-554-7321 E-MAIL ADDRESS: daphne.coleman@cadenceinsurance.com FAX (A/C, No): 877-288-0152		
INSURED DebrisTech, LLC 925 Goodyear Blvd Picayune MS 39466		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Travelers Casualty Insurance Co of America		19046
		INSURER B: Continental Casualty Company		20443
		INSURER C: National Union Fire Ins Co Pittsburgh PA		19445
		INSURER D: American Interstate Ins Co		31895
		INSURER E: Hartford Fire Insurance Company		19682
		INSURER F: National Specialty Insurance Company		22608

COVERAGES

CERTIFICATE NUMBER: 1755602653

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	B6020088716	11/9/2022	11/9/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	BA5R338853	11/9/2022	11/9/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☒ CLAIMS-MADE DED RETENTION \$	Y	Y	EBU036060638	11/9/2022	11/9/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AVWCFL3133422022	11/4/2022	11/4/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F	Professional/Pollution Liability Internet/Cyber Liability Aviation Drone Liability			20OH047332922 FLYCB1HTFR5DG5002	9/15/2022 12/22/2022	9/15/2023 12/22/2023	Each Claim / Agg 1,000,000 Aggregate 2,000,000 Each Claim / Agg 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate is for bidding purposes only. An updated certificate will have to be issued if the job is awarded so that endorsements mentioned below are ordered and in place when the work to be performed begins.

The following coverages/provisions/endorsements are provided to certificate holder(s), any person(s) or organization(s) only when the named insured has agreed to do so in a written contract/agreement -

General Liability:

Blanket Additional Insured (Form SB145932F 6-16) coverage provided applying on a primary and non-contributory basis (Form SB145932F 6-16),
See Attached...

CERTIFICATE HOLDER

CANCELLATION

For Bidding Purposes Only - City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Cadence Insurance		NAMED INSURED DebrisTech, LLC 925 Goodyear Blvd Picayune MS 39466	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Blanket Waiver of Subrogation (Form SB145932F 6-16)

30 Day notice of cancellation endorsement is available but will have to be ordered when the job is awarded.

Liability assumed in an "Insured Contract" as defined by Form SB147062-E 4-14)

Automobile Liability :

Blanket Additional Insured (Form CAT4200215) coverage provided on a Primary & Non-Contributory basis (CAT4990216)

Blanket Waiver of Subrogation (Form CAT4200215).

30 Day notice of cancellation endorsement is available but will have to be ordered when the job is awarded.

Workers Compensation:

Blanket Waiver of Subrogation (Form WC000313)

Blanket 30 Day Notice of Cancellation (Form WC990651)

Umbrella:

Blanket Additional Insured (Form G15057 6-05) with coverage provided applying on a primary and non-contributory basis and

Waiver of Subrogation. Coverage is excess follow form of scheduled underlying policies: General Liability, Automobile Liability and Employers Liability (workers compensation) (Form UM0001 11/01).

30 Day notice of cancellation endorsement is available but will have to be ordered when the job is awarded.

Professional (Errors & Omissions) Liability - Claims Made Form

*Included Pollution Liability

Deductible: \$15,000

Retroactive Date: Full Prior Acts

Aviation Drone Liability - \$1,000,000 Occurrence/Aggregate - United States Aviation - Policy#SIHL1N233 Effective: 3/3/23 - 3/3/24

RFP #23-PW-014 "EMERGENCY DEBRIS MONITORING SERVICES

State of Florida

Department of State

I certify from the records of this office that DEBRISTECH, LLC is a Mississippi limited liability company authorized to transact business in the State of Florida, qualified on May 18, 2016.

The document number of this limited liability company is M16000003962.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on March 29, 2022, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eleventh day of April, 2022*




Secretary of State

Tracking Number: 1570139623CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



MEMORANDUM OF ACTIONS BY
THE MANAGER OF DEBRISTECH, LLC

The following resolutions have been adopted by the Manager of Debristech, LLC, a Mississippi limited liability company (the “Company”), as evidenced by the signature of the Manager of the Company affixed to this Memorandum, effective as of the 11th day of January, 2021:

Appointment of Authorized Representative:

WHEREAS, Section 5.2 of the Limited Liability Company Agreement of the Company authorizes the Manager to do and perform all other acts as may be necessary or appropriate to the conduct of the Company’s business.

RESOLVED: That it would be in the best interest of the Company and its Manager to appoint an authorized representative of the Company to sign responses to certain “Requests for Proposals” (“RFPs”) on behalf of the Company in the absence of the Manager and perform such other duties in connection therewith.

RESOLVED: That Debra McCormick is hereby appointed by the Manager to serve as an authorized representative of the Company for the purpose of signing responses to RFPs on behalf of the Company until such authority is revoked by the Manager.

THE UNDERSIGNED MANAGER, BEING THE SOLE MANAGER OF DEBRISTECH, LLC, DOES HEREBY EXPRESSLY RATIFY AND APPROVE THE FOREGOING ACTIONS EFFECTIVE AS OF JANUARY 11, 2021.



BROOKS R. WALLACE
Sole Manager

57029200.v1



DEBRISTECH

CONTACT US

DebrisTech.com

601-658-9598

335 N. Monroe St., Tallahassee FL 32301

ATTACHMENT #3



**CITY OF
MOUNT
DORA**

Purchasing Division

Marilyn J. Douglas
Purchasing Manager
510 N. Baker Street
Mount Dora, FL 32757
Voice: 352-735-7176
Fax: 352-735-1406

E-mail: douglasm@cityofmounddora.com

Date: June 15, 2023

To: All Submitting Vendors

Re: **NOTICE OF INTENT TO AWARD: RFP #23-PW-014 "Emergency Debris Monitoring Services."**

This letter serves as notification that the RFP Evaluation Committee, comprised of Aneta Barton, George Marek and Mark DeCosta, will present to the City Council, a recommendation of award for Debris Tech, LLC.

On May 8, 2023, RFP #23-PW-014, was issued resulting in one (1) timely proposal being received by the opening date and time of June 8, 2023 at 2:00 p.m. The proposal received was responsive to all RFP requirements.

The Evaluation Committee met on June 15, 2023 to discuss and score the single proposal received. The discussion was detailed and scoring (see below) was consistent. The resulting shortlist and final ranking is as follows:

#1 - Debris Tech, LLC

The Evaluation Committee unanimously voted to move forward with a final recommendation of award to the City of Mount Dora City Council for Debris Tech, LLC. Presentation/Q&A sessions will not be held.

If you have any questions regarding the procurement procedures, please contact me via e-mail at douglasm@cityofmounddora.com.

We appreciate your interest in doing business with The City of Mount Dora and we look forward to working with you on future projects.

Best Regards,

Marilyn J. Douglas
Marilyn J. Douglas, NIGP-CPP
Purchasing Manager

ATTACHMENT #3

RFP 23-PW-014 Emergency Debris Monitoring Services

EVALUATION MASTER WORKSHEET
RFP# 23-PW-014
SHORTLISTING FINAL SCORING/RANKING
FINAL RANKING

	Aneta Barton	George Marek	Mark DeCosta	TOTALS	RANKING
Proposer					
<i>Debris Tech, LLC</i>	500.00	500.00	455.00	1455.00	1.00

Marilyn J. Douglas

06/15/2023

Marilyn J. Douglas, MGP-CPP

Date

Purchasing Manager

CITY OF MOUNT DORA PURCHASING DIVISION

EVALUATION MASTER WORKSHEET
RFP# 23-PW-014
INDEPENDENT REVIEW POINTS SCORING
Debris Tech, LLC

CRITERIA	MAXIMUM POINTS	Aneta Barton	George Marek	Mark DeCosta
<i>Firm Experience and Expertise</i>	30	150.00	150.00	140.00
<i>Financial Stability</i>	30	150.00	150.00	125.00
<i>Resources and Methodology</i>	30	150.00	150.00	150.00
<i>Proposed Rate Schedule</i>	10	50.00	50.00	40.00
TOTALS	100.00	500.00	500.00	455.00

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and DEBRISTECH, LLC, 335 N. Monroe Street, Tallahassee, Florida 32301, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Emergency Debris Monitoring Services, pursuant to the CITY’s Purchasing Policy and RFP #23-PW-14; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the CITY related to the services set forth in RFP #23-PW-14; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for a period of five (5) years beginning on the date of execution by the CITY and may be extended for an two (2) additional one (1) year periods through written Amendment between the parties.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services described in **Exhibit “A”** attached hereto. To the extent of any conflict between **Exhibit “A”** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the CITY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer’s warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. **OBLIGATIONS OF THE CONTRACTOR.**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the CITY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the CITY or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the CITY in accordance herewith.
- C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. **STANDARD OF CARE.**

- A. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the CITY's stated objectives and standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. **COMPENSATION.**

- A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

- B. 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 work which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

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

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the CITY, and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 10. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
1. AUTOMOBILE:
- a. Combined Single Limit: \$300,000 per accident,
- OR**
- b. Bodily Injury: \$300,000 per person,
- AND**
- Property Damage: \$100,000 per accident;

2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
 4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
 5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the CITY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. List the "CITY OF MOUNT DORA" as an Additional Insurer,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. The CONTRACTOR shall name the "City of Mount Dora" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the CITY with proof of same.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

- F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the to the CITY upon reasonable request.
- G. The CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of the City of Mount Dora. The liability policies shall be Primary/Non-Contributory.

SECTION 11. CITY OBLIGATIONS.

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 13. 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 14. 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 to perform the services set forth herein.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which 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 the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

SECTION 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the

provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, in any way related to the services provided herein and this Agreement, 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 such 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 in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the CITY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. **BINDING EFFECT.**

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. **ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the CITY.

SECTION 22. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. **NOTICE.**

The parties hereto agree and understand that written notice, mailed 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:

CITY: City of Mount Dora
 Attention: City Manager
 510 N. Baker Street
 Mount Dora, Florida 32756

CONTRACTOR: DebrisTech, LLC
 335 N. Monroe Street
 Tallahassee, Florida 32301

SECTION 25. **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 26. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. **ADMINISTRATIVE DOCUMENTATION CONFLICT.**

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. **CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 29. **PUBLIC ENTITY CRIMES.**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 30. **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 31. **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 32. **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 five (5) years after termination or completion of the Agreement or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the Five (5) 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 the findings in this audit without regard to any notice requirement for termination.

SECTION 33. 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 34. 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 35. 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 36. ELECTRONIC SIGNATURES.

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.

SECTION 37. ATTACHMENTS.

The CONTRACTOR hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to the CITY as part of the CONTRACTOR’S response to the CITY’S solicitation for the Agreement. All such attachments are hereby ratified and if the CONTRACTOR knowingly submitting such attachments to the CITY with false or incorrect information such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the CITY.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement 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: BRWL

Print: Brooks Wallace

Title: President

STATE OF ~~FLORIDA~~ MISSISSIPPI
COUNTY OF PEARL RIVER

The foregoing instrument was acknowledged before me by means of [] physical presence or ☒ online notarization of Brooks Wallace, as President, of DebrisTech, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced — — as identification, and who did did not take an oath this 10th day of July, 2023.

(stamp)



Debra McCormick
NOTARY PUBLIC, State of ~~Florida~~ Mississippi

Exhibit “A” Scope of Services

Provide disaster debris loading site monitors, temporary debris storage and reductions site (TDSRS) monitors, disposal site monitors, roving debris monitors, field supervisor(s) and project manager for disaster events. Contractor shall be a Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) approved contractor for Emergency Debris Monitoring Services.

The Monitoring Contractor and personnel must be well-versed with FEMA and FHWA current debris removal eligibility criteria. All debris monitoring activities are to be in compliance with current FHWA and FEMA guidance (i.e. the PAPPgV4 and Public Assistance Debris Monitoring Guide 2021), and all applicable State, Local, and Federal regulations.

A) General

1. The City of Mount Dora requires the support of contract debris monitors following a debris-generating event such as a hurricane, tornado, storm or other catastrophic event. The contract monitors are necessary to assure Federal agencies emergency plan and debris removal contract requirements are met by monitoring the debris removal from public access roads, rights-of-way and public property, debris management sites, and to assure the debris management plan and contracts are effectively and efficiently implemented. The City will assign a Debris Operations Supervisor and will establish and staff a Debris Operations Base, which will provide overall coordination with the Debris Removal Contractor and the Debris Monitoring Contractor.

2. Within twenty-five (25) hours of notification, the Debris Monitoring Contractor shall provide an adequate number of professionals and qualified personnel to monitor up to five (1-5) debris-loading sites, and up to three (1-3) debris management sites, depending on event need, along with associated roving debris monitors. Additional sites as determined by the City may be added as debris removal efforts increase. The Debris Monitoring Contractor will be required to increase its staffing from this point depending on the severity of the debris-generating event. Likewise, as the debris removal process progresses, monitor staffing requirements, as determined by the City, may fluctuate. The Debris Monitoring Contractor must be prepared to provide debris monitors seven (7) days a week for a minimum of a twelve (12) hour shift.

3. As a part of this proposal, the Debris Monitoring Contractor must indicate and explain how they plan to supply adequate personnel to support this scope of work, and must describe how they would hire additional personnel to meet the needs of the City.

4. All monitors provided by the Debris Monitoring Contractor must speak fluent English, have moderate public relations skills, be a minimum of eighteen (18) years of age, and have a valid driver's license issued in the United States and a reliable vehicle. The monitor's vehicle must be acknowledged and covered under the Debris Monitoring Contractor's insurance for collision and liability. In addition, monitors must be capable of working in an outside environment, and be able to climb a staircase or ladder of ten (10) feet in height. Monitors will

be required to maintain daily logs of the Debris Removal Contractor's activities and must have adequate writing skills.

5. The Debris Monitoring Contractor warrants all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The Debris Monitoring Contractor shall remove from the contract any person the City deems incompetent, careless or otherwise objectionable. Any changes or substitutions in personnel must be made known to the City's Debris Operations Supervisor.

6. The Debris Monitoring Contractor will provide debris monitors who have the means to communicate via cell phone with the Debris Operations Base, and be able to remain in constant contact with the Debris Operations Supervisor. Debris monitoring personnel must have adequate transportation to and from the debris monitoring sites.

7. The Debris Monitoring Contractor will provide hardhats, safety vests, eye protection, and all other required protective equipment for its employees and/or subcontractors.

8. Equipment (not including transportation) necessary to document the removal of eligible debris from public access roadways, public rights-of-ways, and public property will be supplied by the Contractor.

9. The Contractor will be responsible for the training of its debris monitors. All monitors must be familiar with the Debris Monitoring Contract before initially reporting for work. Field assignment of debris monitors will be at the discretion of the City's Debris Operations Supervisor in coordination with the Debris Monitoring Contractor. Monitors must be prepared to rotate among the debris sites and supply any monitoring needs deemed necessary by the City.

B) Loading Site Monitoring Services

1. The primary function of the Loading Site Monitors is to issue proper debris load capacity tickets for eligible debris cleared and removed at locations designated by the Debris Operations Base.

2. The requirements for monitors expressed in Section A applies to Loading Site Monitors.

3. The Loading Site Monitor will be assigned a debris removal crew to accompany and will be given a load capacity form to complete. The completed form validates where the event-generated debris originated and substantiates the capacity of the crew's truck/trailer, the debris type, and eligibility. Load capacity tickets will be issued in accordance with established procedures, and as a minimum, must contain the crew's truck number, street address, date and type of debris, time of loading, the load capacity and the Loading Site Monitor's signature. The Loading Site Monitor's signature certifies the accuracy of the information documented, and the work performed by the Debris Removal Contractor's crew. The Loading Site Monitor must retain the necessary copies of the load capacity ticket to be returned to the Debris Operations

Base at the end of each shift. If the Loading Site Monitor cannot attest to the veracity of the information documented, the work performed and the eligibility of the debris the monitor will not affix his/her signature to the form and will note the ticket for nonpayment, and will report the situation to the Debris Operations Supervisor. Failure to follow the proper monitoring procedures will result in dismissal of said monitor.

C) TDSRS Monitoring Services

1. The primary function of the TDSRS Monitor is to complete the load capacity ticket received from the debris removal crew, and to estimate the volume of debris transported to the temporary debris management site for processing and storage. The TDSRS Monitor will also document and quantify the processed outgoing debris.

2. The requirements for monitors expressed in Section A applies to TDSRS Monitors.

3. For incoming debris, the TDSRS monitor will estimate the volume capacity by percentage for each truck and note arrival time. By signing the load capacity tickets, the TDSRS Monitor is estimating the quantity of debris, and attesting to the accuracy of the information documented, and the work performed. A signed and fully completed load capacity ticket is the basis for contract billings. The TDSRS Monitor must retain the necessary copies of the load capacity ticket to be returned to the Debris Operations Base at the end of each shift. If a TDSRS Monitor cannot attest to the integrity and totality of the information documented, the work performed and the eligibility of the debris, the monitor will not affix his/her signature to the form, and will log the ticket for nonpayment and report the situation to the Debris Operations Supervisor. Failure to follow the proper monitoring procedures will result in dismissal of said monitor.

4. For outgoing processed debris, the TDSRS Monitor will complete a processed debris ticket with the following information; date, time of departure, type of debris, truck driver name, truck number, prime and subcontractor name, and the TDSRS site name. The TDSRS Monitor will estimate the volume capacity by percentage for each truck and affix his/her signature attesting to the veracity of the information. The TDSRS Monitor must retain the necessary copies of the outgoing debris ticket to be returned to the Debris Operations Base at the end of each shift.

5. The City is responsible for resolving issues with the Debris Removal Contractor's crews and other Debris Removal Contractor's personnel.

D) Roving Debris Monitor Services

1. The function of the Roving Debris Monitors is to verify only eligible debris is being removed from designated public rights-of-ways, and public property within assigned debris pickup zones in the City of Mount Dora. The Roving Debris Monitors, at the discretion of the City, may supply any other monitoring needs deemed necessary by the City such as truck volume certification, emergency road clearing, and various debris removal operations.

2. The requirements for monitors expressed in Section A applies to Roving Debris Monitors.

3. The Roving Debris Monitor will complete the following information on each debris removal form; the street address and/or Global Positioning Coordinates (GPS) for each debris removal item, the crew number, diameter size of the debris removal item and any future information the reimbursing federal agency may require. The Roving Monitor will also take photos explicitly showing the description and location of each removal. The Roving Monitor signature on the form verifies the work has been performed by the Debris Removal Contractor, and the debris is eligible. The Roving Monitor must retain the necessary copies of the debris removal form to be returned to the Debris Operations Base at the end of their shift. If the Roving Monitor cannot attest to the accuracy of the information documented, the work performed and the eligibility of the debris, the monitor will not affix his/her signature to the form and will tag the ticket for nonpayment and report the situation to the Debris Operations Supervisor. Failure to follow the proper monitoring procedures will result in dismissal of said monitor.

E) Disposal Site Monitors

1. The function of the Disposal Site Monitor is to estimate the volume of the incoming debris load on a percentage basis, and to audit the accuracy and totality of the associated debris ticket.

2. The requirements for monitors expressed in Section A applies to Disposal Site Monitors.

3. For every incoming Debris Removal Contractor vehicle, the Disposal Site Monitor will indicate the estimated volume capacity by percentage arrival time, date and the disposal facility. The Disposal Site Monitor's signature on the form verifies receipt and quantity of the debris at the final disposal site. A signed and fully completed disposal ticket is the basis for contract billings. The Disposal Site Monitor must retain the necessary copies of the disposal ticket to be returned to the Debris Operations Base at the end of each shift. If a Disposal Site Monitor cannot attest to the integrity and totality of the information documented, the work performed and the eligibility of the debris, the Monitor will not affix his/her signature to the form, and will log the ticket for nonpayment and report the situation to the Debris Operations Supervisor. Failure to follow the proper monitoring procedures will result in dismissal of said monitor.

4. The Monitor will visually observe all of the Debris Removal Contractor debris vehicles entering the Disposal facility and will ensure all vehicles exit void of debris.

F) Operational Requirements

1. General Operating Procedures:

The City will retain a Debris Removal Contractor(s) to remove, transport, process, and dispose of disaster-generated debris from the public access roadways, rights-

of-ways, and public property within the City of Mount Dora. Each load of eligible debris shall be tracked using multi-page load capacity ticket. The Debris Operations Base shall provide the load capacity tickets. The following guidance provides the basic procedure for completing the load capacity tickets. Revised procedures, if necessary, may be established by the Debris Operations Base and shall be followed by the Debris Monitoring Contractor in lieu of the following procedure.

2. Load capacity ticket:

The Debris Loading Site Monitor is responsible for providing, at a minimum, the following information; location, 1st pass, 2nd pass, subsequent pass, FEMA Roadway, FHWA Roadway, time and date of loading, prime and subcontractor names, truck number, the truck driver's name, capacity in cubic yards and the debris classification. The Loading Site Monitor will sign his/her name in the INSPECTOR block for loading and will retain the necessary copies of the load capacity ticket, and provide the remaining copies to the truck driver. All load capacity tickets, used, unused, and voided must be turned in at the end of each shift. The Loading Site Monitor will maintain a log that contains the information required in Section G-2 of this Scope of Work. If the debris is processed before final deposition, the TDSRS Monitor is accountable for completing the remaining sections of the load capacity ticket. The TDSRS Monitor will not affix his/her signature if the initial loading section of the ticket is incomplete, and will note the ticket number for nonpayment. After verifying the required information is present, the TDSRS Monitor, located in the inspection tower, will estimate the volume of debris contained in the truck or trailer by percentage. Each truck or trailer must have the measured size in cubic yards recorded on the side of the truck or trailer. The TDSRS Monitor will verify the recorded truck or trailer size with the capacity stated on the load capacity ticket, and the type of debris indicated. If any discrepancies occur, the Monitor will not affix his/her signature, and will lot and report the ticket for nonpayment.

For outgoing reduced debris from the debris management site, the TDSRS Monitor will indicate on the ticket, the type of debris, the name of the debris management site, the departure time of the truck, date, the truck driver's name, truck number, the prime and subcontractor name, the capacity of the truck and will estimate the volume of debris. The TDSRS Monitor will sign his/her name in the INSPECTOR block for loading and will retain the necessary copies to the truck driver. All load capacity tickets, used, unused, and voided must be turned in at the end of each shift. The TDSRS Monitor will maintain a log that contains the information required in Section G-3 of this Scope of Work.

For debris hauled directly to the disposal site, the Disposal Site Monitor will first validate the truck number recorded capacity and type of debris noted on the debris ticket provided by the driver, with the incoming debris vehicle. The Monitor will complete the name of the disposal facility, the arrival time of the truck, and

estimate the volume of material contained within the bed of the truck or trailer. The estimated volume will be recorded on the load capacity ticket in the trailer. The estimated volume will be recorded on the load capacity ticket in the DEBRIS QUANTITY ESTIMATE (%) field, and the Disposal Site Monitor will sign his/her name in the INSPECTOR block for dumping. The Disposal Site Tower Monitor's copies will be turned in to the City's Debris Operations Supervisor at the end of each shift. All load capacity tickets, used, unused, and voided must be turned in at the end of each shift. The original load capacity ticket is the basis for contract billing. The Disposal Site Tower Monitor will maintain a log that contains the information required in Section G-5 of this Scope of Work.

3. Operational Requirements of Roving Debris Monitors:

Under the direction of the City, the Debris Removal Contractor will also provide various debris removal services such as hazardous stump, hanging limb, and tree removal, and emergency road clearing. The Roving Debris Monitor will ensure only eligible debris from the public access roads, public right-of-ways, and public property is removed by the Debris Removal Contractor. The Roving Debris Monitor is responsible for completing the following information on each debris removal form; the street address and/or Global Positioning Coordinates (GPS) for each debris removal item, the crew number, diameter size of the debris removal item, and the Roving Monitor signature which verifies the work has been performed by the Debris Removal Contractor. The Roving Monitor will also take photographs explicitly showing the description and location of each removal to be provided in a digital format. Photographs will be submitted at the end of each shift in electronic format with a log stating the location and ticket number of the removed item. All forms under this scope of work will be provided by the Debris Operations Base.

The Roving Debris Monitor will maintain a log that contains the information required in Section G-7 of this Scope of Work. The Roving Debris Monitor will retain the necessary copies of the debris removal form, and the remaining copies will be given to the crew foreman. At the end of each shift, the Roving Debris Monitor will submit their copies to the Debris Operations Supervisor. All debris removal tickets, used, unused and voided must be turned in at the end of each shift. All Contractor debris removal forms are controlled forms and must not be duplicated. The original debris removal form is the basis for contract billing by the Debris Removal Contractor.

G) Reporting

1. The Loading Site Monitor will turn in the copies of the load capacity ticket and their daily log to the Debris Operations Supervisor at the end of each shift. All load capacity tickets, used, unused and voided must be turned in at the end of each shift.

2. The Loading Site Monitor will also maintain a daily log that contains the following information at a minimum:

- Loading location
- Loading Site Monitor's name
- Number of load capacity tickets issued during shift
- Starting and ending load capacity ticket numbers
- Property damage and Contractor induced damages
- Crew number
- Any problems encountered

3. The TDSRS Monitor will turn in their copies of the load capacity ticket and their daily log to the Debris Operations Supervisor at the end of each shift. All load capacity tickets, used, unused and voided must be turned in at the end of each shift.

The TSDRS Monitor will maintain a daily log that contains the following information at a minimum:

- TDSRS site
- TDSRS Tower Monitor's name
- Truck/trailer number and volume of debris hauled into site
- Truck/trailer number and volume of debris hauled out of the site
- Any problems encountered

4. The Disposal Site Tower Monitor will turn in their copies of the load capacity ticket and their daily log to the Debris Operations Supervisor at the end of each shift. All load capacity tickets, used, unused and voided must be turned in at the end of each shift.

5. The Disposal Site Tower Monitor will maintain a daily log that contains the following information at a minimum:

- Disposal site
- Disposal Site Tower Monitor's name
- Truck/trailer number and volume of debris hauled into site

- Any problems encountered

6. The Roving Debris Monitor will turn in their copies of the debris removal form, photos, and their daily log to the Debris Operations Supervisor at the end of each shift. All debris removal tickets, used, unused and voided must be turned in at the end of each shift.

7. The Roving Debris Monitor will maintain a daily log that contains the following information at a minimum:

- Site quadrant
- Roving Monitor's Name
- Debris Crew Number
- Property damage and Contractor induced damages
- Any problems encountered

8. The Debris Monitoring Supervisor/Program Manager shall provide all daily timesheets to the City upon request.

H) Safety

All Debris Monitoring Contract personnel must wear safety equipment whenever on a debris management site. Contract personnel must adhere to all debris management site safety requirements and OSHA Regulations

I) Other Considerations

1. The Debris Monitoring Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to the Contractor's activities.

2. The Debris Monitoring Contractor will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

3. The Debris Monitoring Contractor shall abide and operate under all applicable federal acts, regulations and requirements:

- Latest FHWA Form 1273, titled Standard Federal-aid Provisions, must be physically incorporated (not referenced) into all prime and subcontractor contracts.

- Davis-Bacon Wages Act – waived for Debris Removal services only; applies to all other work types: <http://www.fhwa.dot.gov/construction/cqit/dbacon.cfm>
- Buy America
- Disadvantaged Business Enterprises (DBE)
- Americans with Disability Act (ADA)
- Convict Labor Prohibition

Contractor shall be responsible to know all applicable federal acts, regulations and requirements associated with this work and abide by them accordingly.

4. Debris removal work and the associated monitoring service on Federal Highway (FHWA) roads must be bifurcated from non-FHWA roads. The Debris Monitoring Contractor will provide separate invoices for services on such indicated roads. Current listing of FHWA roads will be provided prior to engagement of work.

**Exhibit “B”
Pricing Schedule**

	Position Description	Estimated Quantity (per event)	Hourly Rate	Extended Total
1.	Project Manager	1	\$ 85.00	\$85.00
2.	Field Supervisor	2	\$ 48.00	\$96.00
3.	Loading Site Monitors	2	\$ 36.00	\$72.00
4.	TDSRS Monitors	2	\$ 36.00	\$72.00
5.	Disposal Site Tower Monitors	2	\$ 36.00	\$72.00
6.	Roving Monitors	5	\$ 36.00	\$180.00
7.	Operations Manager	1	\$ 75.00	\$75.00
8.	Data Manager	1	\$ 55.00	\$55.00
9.	Administrative Assistant	1	\$ 0.00	\$0.00

SENT Agreement.Debris Tech.SGS (002)

Final Audit Report

2023-07-11

Created:	2023-07-10
By:	Debra McCormick (debra@debristech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABhShEN8ddX4Smlzsa9queMqPzbA7Gqc

"SENT Agreement.Debris Tech.SGS (002)" History

-  Document created by Debra McCormick (debra@debristech.com)
2023-07-10 - 7:41:47 PM GMT- IP address: 20.36.220.138
-  Document emailed to Brooks Wallace (brooks@debristech.com) for signature
2023-07-10 - 7:42:42 PM GMT
-  Email viewed by Brooks Wallace (brooks@debristech.com)
2023-07-10 - 8:33:28 PM GMT- IP address: 162.221.168.71
-  Document e-signed by Brooks Wallace (brooks@debristech.com)
Signature Date: 2023-07-11 - 5:09:57 PM GMT - Time Source: server- IP address: 162.221.168.71
-  Agreement completed.
2023-07-11 - 5:09:57 PM GMT





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

DATE: July 18, 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 Mader Electric, Inc. Related to Motor Repair Services.

Introduction:

This is a request for City Council to approve the piggyback agreement with Mader Electric, Inc. for motor repair services.

Discussion:

This agreement piggybacks Polk County's contract with Mader Electric, Inc. providing all labor, equipment, materials, supplies and supervision necessary to perform motor repair services, including but not limited to inspections, testing, and maintenance at various water treatment and wastewater treatment plants. Many repairs and replacements cost over the \$5,000 threshold and it is often difficult to get quotes for pump repairs. Most times the pump must be taken apart by a repair vendor at their shop to determine the true repair cost. This limits the competitive bidding process, as the vendor who takes the pump apart has a competitive edge. The staff has determined this piggyback contract provides the most expedient and economical way for motor and pump repair services.

Budget Impact:

The FY 22/23 budget contains funding for motor repair services in the Utilities Repair and Maintenance budget accounts:

Wastewater GL 421-1940-536.46-01 and Water Treatment GL 421-1920-536.46-01.

Funds are budgeted annually for repair services.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

City Council approve the piggyback agreement with Mader Electric, Inc.

Attachment(s):

1. Attachment #1 Polk County Issued Solicitation-Bid-Package
2. Attachment #2 Recommendation-of-Award
3. Agreement - Mader Electric, Inc. Polk bid-23-310- Final
4. Piggyback Agreement.Mader Electric.SGS

Prepared by: vedderl vedderl, Administrative Assistant
Reviewed by: GEORGE MAREK, Interim Public Works Director
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 7/10/2023
Approved - 7/10/2023
Approved - 7/12/2023
Approved - 7/12/2023
Final Approval - 7/12/2023

ATTACHMENT #1

Bid Notice

Polk County, a political subdivision of the State of Florida, requests the submittal of bids from vendors that are interested in providing all labor, equipment, materials, supplies and supervision necessary to perform motor repair services including but not limited to inspections, testing, and maintenance at various water treatment and wastewater treatment plants located throughout Polk County as described herein. Sealed bids must be received in the Procurement Division, prior to the due date and time listed below.

Bid Number and Title: 23-310, Motor Repair Services

Description: Provide all labor, equipment, materials, supplies and supervision necessary to perform motor repair services including but not limited to inspections, testing, and maintenance at various water treatment and wastewater treatment plants located throughout Polk County

Receiving Period: Wednesday, April 26, 2023, prior to 2:00 p.m.

Bid Opening: Wednesday, April 26, 2023, 2:00 p.m.

Special Instructions: N/A

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Questions regarding this bid should be in writing and should reference the above Bid. Submit all questions to Ari Goldstein, Senior Procurement Analyst, via email at arigoldstein@polk-county.net or via fax at (863) 534-6789 by 4:00 p.m.; Monday, April 17, 2023.

Bid Registration

You must register using this form in order to receive notice of any addenda to these documents. Please email or fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number: 23-310

Bid Title: Motor Repair Services

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

Bid Submittal Instructions

Respondents must submit one (1) original copy of the bid submittal prior to 2:00 p.m. on the bid receiving date. Bids must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Bids will be publicly opened at 2:00 p.m. on receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel bid, please cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

Sealed Bid. DO NOT OPEN	
Sealed Bid Number	23-310
Bid Title	Motor Repair Services
Due Date/Time:	April 26, 2023, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Sealed parcel bids may be mailed, express mailed or hand delivered. It is the Bidders responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Bids delivered at 2:00 p.m. or later will not be accepted.

Electronic Bid Submittal:

If you are interested in submitting your bid electronically bidders may do so via the County’s secure electronic submittal website, Kiteworks. Bidders must email arigoldstein@polk-county.net at least 48 hours prior to bid opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for bid sheets. Please use the naming conventions for your files as follows:

For PDF documents “Bid 23-310 – Title of Document”

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for Bid Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Procurement recommends that bidders submitting electronically double check the documents submitted into Kiteworks to ensure all requested information and bid sheet have been uploaded. Failure to upload the completed bid sheet will result in the bid submittal being deemed nonresponsive.

Statement of No Bid

Bid # 23-310, Motor Repair Services

If you do not intend to submit a bid, please complete the information below and return to the Procurement Division via fax or e-mail. If returning by mail, please be sure the bid number and title are clearly marked on the front of the envelope.

- ☐ Insufficient time to respond
- ☐ Do not offer this product
- ☐ Specifications unclear
- ☐ Specifications too restrictive
- ☐ Unable to meet specifications
- ☐ Unable to meet bond/insurance requirements
- ☐ Schedule would not permit us to perform
- ☐ Other (please specify): _____

Company Name: _____

Telephone Number: _____

Date: _____

Signature: _____

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Bidder Instructions and General Information

Bidder Instructions:

To ensure acceptance of the bid, follow these instructions:

Bid Documents Must Be Delivered to The Procurement Division Prior to 2:00 p.m. On The Date Specified. There Will Be No Exceptions.

1. **Execution of Bid:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **No Bid:** Bidders not interested in submitting a bid should return a “no bid,” with an indication of the reason for no bid and the interest in future bid solicitations.
3. **Bid Opening:** It is the responsibility of the bidder to assure that their bid is delivered or submitted electronically at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. If multiple bids are submitted by the same vendor, Procurement will only open the most recently dated submittal. Bids, which for any reason are not so delivered, will not be considered. **Bid Submittal Forms Using Facsimile or Email Will Not Be Accepted.**

Note: In accordance with Florida Statute 119.071, a listing of vendors that provide a bid submittal shall be posted to the County’s website at <https://www.polk-county.net/procurement/bidstatus>. The sealed bids shall remain exempt from disclosure, including bid amounts, until recommendation of award or 30 days after bid opening, whichever event occurs first.

Should the Procurement Director reject all bids, before the recommendation of award or 30 days after bid opening, and concurrently provide notice of the County’s intent to reissue the bid, the rejected bids will remain exempt from Florida Statute 119.07 until such time as the County provides notice of recommendation of award of the reissued bid or until the County withdraws the reissued bid. The bid is not exempt for longer than 12 months after the notice of rejection of all bids.

4. **County as Gatekeeper of Documents:** This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the bidder should not rely on such sources for information regarding the solicitation.
5. **Taxes:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of the bid.
6. **Discounts:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid

evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

7. **Mistakes:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
8. **Invoicing and Payment:** The successful bidder shall submit an invoice to the County at the prices bid. **An original invoice shall be submitted to the appropriate User Division.** The bidder shall include the bid number and/or the purchase order number on all invoices. By submitting an invoice, Bidder's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Bidders performance of the Service or the County's acceptance of any work.
9. **Conflict of Interest:** All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the County or any of their agencies. Furthermore, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.
10. **Warranty:** Unless otherwise specified, the bidder agrees that the goods furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable goods, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.
11. **Addendum:** Any changes in the bid shall be made in the form of a written addendum by the Procurement Director or his representative. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet should be signed and submitted with your bid submittal.
12. **Liability:** The vendor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
13. **Patents and Royalties:** The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process or article manufactured or used in the performance of the bid, including its use by the County. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.

14. **Cone of Silence:** Bidders and any prospective bidders shall not contact, communicate with or discuss any matter relating in any way to this Bid with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated in the Procurement Division. This prohibition begins with the issuance of the Bid and ends upon award or execution of the final contract. Any such communication initiated by a bidder or prospective bidder shall be grounds for disqualifying the offender from consideration for an award pursuant to this bid and for bids or contracts to be awarded pursuant to RFPs, or Requests for Bid that the County may issue in the future.
15. **Bid Protest:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All bidders who bid will be sent a Notice of Recommended Award, unless only one bid was received.

A copy of the bid protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/procurement/protest-procedures>.

“Failure to Follow Bid Protest Procedure Requirements Within the Time Frames Prescribed Herein as Established by Polk County, Florida, Shall Constitute a Waiver of Your Protest and Any Resulting Claim.”

16. **Indemnification:** Vendor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Vendor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees; provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.
17. **Public Entity:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public

work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this bid, the bidder hereby certifies that they have complied with said statute.

18. **Preference for Drug Free Workplace:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
19. **Sealed Bids:** All bid submittals must be completed and submitted either in a sealed parcel or submitted electronically. **(If Submitting a Sealed Parcel Bid, Please Do Not Include More Than One Bid Submittal Per Envelope.)** The original bid submittal(s) shall be submitted on the forms provided by Polk County. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.
20. **Prices, Terms and Payment:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within Polk County. Discount time will be computed from the date of satisfactory delivery at place of acceptance. Prices bid shall be firm for forty-five (45) days.
21. **Safety Standards:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and carry evidence of Underwriters Laboratories' Listings (UL).
22. **Packaging:** All containers shall be suitable for storage or shipment, and all prices should include standard commercial packaging.
23. **Meets Specifications:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid) unless otherwise specified in the specifications. The bidder represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Bidder shall strictly adhere to delivery specifications.
24. **Silence of Specifications:** The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
25. **Governmental Restrictions:** In the event that any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid prior to delivery, it shall be the responsibility of the supplier to notify the Procurement Division at once.

Their letter shall indicate the specific regulation, which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments, or to cancel the contract at no expense to the County.

26. **Toxic Substances: Notice of successful vendor(s) to provide to Polk County toxic substances (As listed in Chapter 442, Appendix “G” of the FS) if applicable.**
- a. Chapter 442 of the FS states that manufacturers, importers or distributors of any toxic substance shall prepare and provide each direct purchaser of such toxic substance with Material Safety Data Sheet(s), herein referred to as MSDS, which to the best of the manufacturer’s, importer’s or distributor’s knowledge, is current, accurate and complete based on information then reasonably available to the manufacturer, importer or distributor. Upon notification of a new or revised MSDS the manufacturer, importer or distributor, on a timely basis not to exceed three (3) months after notification, shall provide the County with the revised information as it becomes available to the manufacturer, importer or distributor.
 - b. Failure to provide the MSDS, when applicable, shall be cause for rejection of bid.
27. **Inspection, Acceptance and Title:** Inspection and acceptance will be at the designated facility unless otherwise indicated. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County, unless loss or damage results from negligence by the County.
28. **Samples:** Samples of items, when called for, must be furnished free of expense and may, upon request, be returned at the bidder’s expense. Each individual sample must be labeled with bidder’s name, manufacturer’s brand name and number, bid number and item reference. Samples of successful bidder’s items may remain on file with Procurement for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the Procurement Division shall dispose of the samples.
29. **Code of Ethics:** If any bidder violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work, goods, or services for the County.

General Information

1. Definitions:

- The term “County” means the Polk County, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
- The term “Contract” means this bid document, any and all Addenda issued, and the Contractors bid submittal.

- The term “Vendor”, “Contractor” means the successful bidder(s) who executes a contract with the County.
2. **Award(s):** As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the Special Conditions; to reject all bids or waive any minor irregularities or technicalities in bids received. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:
- Vendor’s evaluation – quality of performance on previous projects.
 - The ability, capacity, equipment and skill of the bidder to fulfill the contract.
 - Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
 - The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
 - The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
 - The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
 - The ability of the bidder to provide future maintenance and service, as required or needed.
 - The number and scope of conditions attached to the bid.
3. **Effective Date:** The date of issuance of a Notice to Commence by the County Procurement Division.
4. **Local Preference:** It is the policy of the Board of County Commissioners to afford local preference to Polk County entities in the award of bids. Preference shall be administered in accordance with the following:

When bids are received that do not exceed \$3,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 2% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than \$3,000,000.00 but do not exceed \$5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 1% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the

lowest-price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than \$5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within .5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

For purposes of this provision the term "Polk County entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day-to-day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows local preference, the County will adhere to those requirements by not applying this section.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

5. **Vendor Preference:** It is the policy of the Board of County Commissioners to afford vendor preference to women or minority owned entities in the award of bids. Preference shall be administered in accordance with the following:

When sealed bids are received that do not exceed \$3,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 2% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than \$3,000,000.00 but do not exceed \$5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 1% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than \$5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk

County, and a price is offered by a women or minority owned entity that is within .5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

The term "Women or Minority Owned Entity" means any business having at least 51% ownership by women or minority group members who independently control the management and day-to-day operations of the firm. Group members are Females, African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, and Asian-Indian Americans.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows this form of preference, the County will adhere to those requirements by not applying this section.

This policy in no way supersedes the Local Preference Policy.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

6. **Non-Conformance to Bid Conditions:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
7. **Assignment:** Any purchase order issued pursuant to this bid and the monies which may become due herein are not assignable except with the prior written approval of the Procurement Director.
8. **Disputes:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.
9. **Facilities:** The County reserves the right to inspect the bidder's facilities at any time, with prior notice.
10. **Placing of Orders:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Division.
11. **Precedence:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
12. **Additions/Revisions/Deletions:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.

13. **Termination/Suspension:** The County may terminate the Contract resulting from this Bid at any time, in whole or in part, in accordance with and subject to the following:
- a. The County may terminate the Contract for the County's convenience by delivering 30 days' prior written notice of termination to the Contractor.
 - b. The County may terminate the Contract immediately if the User Division determines that the Contractor is in material default of its Contract obligations, has notified the Contractor of such default by delivering a Vendor Complaint Form to the Contractor specifically describing the basis of the complaint and the conditions of the Contractor's default, and ten (10) days have passed since the Contractor's receipt of the Vendor Complaint Form without all defaults as described therein having been fully corrected. Notwithstanding anything to the contrary contained herein, the County may terminate the Contract immediately, without notice or any opportunity to cure, if the services rendered for the Contract cause or threaten endangerment to public health, safety or welfare.
 - c. Upon receipt of any termination notice as described above, the Contractor shall:
 - Immediately discontinue all work unless the County's notice directs otherwise, and
 - Deliver to the County any and all data, reports, summaries, and all other information and materials of any type or nature whatsoever, whether completed or in process, the Contractor may have accumulated or generated in the course of performing the work of the Contract.
 - d. In the event this Bid and/or the resulting Contract is terminated due to the Contractor's material default which is not cured within the allotted time period as described above, the Procurement Director may also suspend or debar the Contractor in accordance with the Suspension and Debarment Section of the County Procurement Procedures Manual. 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 the Bid and/or the resulting Contract.
14. **Cancellation:** All annual bid obligations shall prevail for at least one hundred eighty (180) days after effective date of the bid, unless bid conditions are breached as specified herein. After that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (30) days prior notice in writing to the other party. The County reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the County. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the Procurement Director may cancel the bid immediately.
15. **Price Adjustments:** Any price decrease executed during the Contract period, either by reason of market change or on the part of the contractor to other customers, shall be passed on to the County.

16. **Manufacturer's Names and Approved Equivalents:** Any manufacturer's names, trade names or brand names are for information only and are not intended to limit competition. The bidder may offer any brand for which they are an authorized representative that meets or exceeds the specification for any item(s). If bids/proposals are based on equivalent products, indication should be made on the bid/proposal form of the manufacturer's name and number. Bidders shall submit with their bid/proposal, cuts, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specification(s) and not be considered an exception thereto. Bids/proposals lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Procurement Division shall be notified of any proposed changes in the following:

- (i) materials used;
- (ii) manufacturing process; and
- (iii) construction.

Changes shall not be binding upon the County unless evidenced by a Change Notice issued and signed by the Procurement Director.

17. **Plans and Specifications:** The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on, are hereby made a part of the purchase order by reference hereto.
18. **Performance and Payment Bond:** If a bond is required, it will be called out in the Special Conditions section of the bid. The vendor shall furnish a performance and payment bond, in an amount equal to the amount awarded, as security for the faithful performance and payment of all the vendor's obligations under the bid documents. The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the bid documents. All bonds shall be in the form prescribed by the bid document except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.
19. **Annual Appropriations:** The vendor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory

only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

20. **Price Increase:** The Procurement Director reserves the right to increase/decrease price after the bid has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases/decreases will be determined by the Consumer Price Index (CPI-U) unless otherwise stated in the Special Conditions.
21. **Uncontrollable Forces (Force Majeure):** Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

In the event of default by the successful Bidder, the County reserves the right to utilize the next lowest Bidder as the new Awardee when the default occurs within the first term of the bid. Should this occur, the next lowest Bidder will be required to provide the bid items at the prices as noted on their bid submittal.

22. **Unauthorized Alien(s):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by

the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "Affidavit Certification Immigration Laws."

23. Employment Eligibility Verification (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

24. Attorney's Fees and Costs: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

25. Public Records Law.

(a)The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not

release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(i) keep and maintain public records required by the County to perform the services required under this Agreement;

(ii) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(iv) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIAISON OFFICER

POLK COUNTY

330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7527

EMAIL: RMLO@POLK-COUNTY.NET

26. Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

- (i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.
- (ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:
 - (a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
 - (b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
 - (c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - (d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.
- (iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

- (i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- (ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

27. **No Construction Against Drafter:** The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

Signature Acknowledgement

(Submittal Page)

To Polk County, a Political Subdivision of the State of Florida

Date: _____

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tender's final payment to the bidder.

Vendor Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

(Area Code) Telephone Number: _____

Toll Free Number: _____

Email Address: _____

Authorized Signature: _____

Name: _____

Title: _____

This bid may be used by any other Government Agency. ☐ YES ☐ NO ☐ N/A

Bidders Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: _____

The Successful Vendor must complete and submit this form prior to award. The Successful Vendor must invoice using the company name listed above.

Drug-Free Workplace Form

(Submittal Page)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that, (Name of the Business): _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor Signature: _____

Date: _____

Non-Collusion Affidavit of Prime Bidder

(Submittal Page)

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

1. He - She is _____ of _____, the Bidder that has submitted the attached Bid;

2. He - She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ (name) as _____ (title of officer) of _____ (entity name), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____ (AFFIX NOTARY SEAL)

Insurance Requirements

The successful vendor shall purchase and maintain in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W. Church St., Bartow, Florida 33830. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). Commercial General Liability Insurance \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and workers' compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

Each Certificate of Insurance must list the Certificate Holder as:

Polk County, a political subdivision of the State of Florida

330 W Church St, Room 150

Bartow, FL 33830

Certificates of Insurance for policies requiring additional insured status and/or the waiver of subrogation must include notations that these requirements apply. In addition, the Vendor shall supply to the County copies of the endorsements to verify these requirements.

The Vendor must provide, or cause to be provided, the County with 30 days' prior written notice regarding the cancellation, suspension, or non-renewal of or material change to any policy.

All Certificates of Insurance must be submitted on ACORD 25 forms.

The Vendor must submit updated Certificates of Insurance to the County upon the expiration of or material change to any policy.

Insurance

(Submittal Page)

By signing below, the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in this Bid.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (General policy)
- Polk County will be named as an additional insured for automobile liability and general liability
- The General Liability and Workers Compensation policy will contain waiver of subrogation in favor of Polk County

Company Name: _____

Bidder Signature: _____

Safety Requirements/Regulations

1.0 All Bidders are required to submit, with their Bid Proposal, the Safety Requirements/Regulations form. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the County Safety Officer, Risk Management, at (863) 534-5267.

1.1 The Vendor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Vendor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock out/Tag Out of Hazardous Energy. All Vendors are required to comply with OSHA Standards regardless of the number of employees they may have.

1.2 A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Vendor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists, or from one or more practices, means, methods, operations, or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

Bid 23-310, Motor Repair Services

First violation: correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.

Second violation: may result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Vendor to additional contract time or compensation.

Liquidated damages provision will remain in full force and effect.

Third violation: this may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

1.3 Should the work site be in a hazardous area, the County shall furnish the Vendor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Vendor in the planning of a safe work site.

1.4 The Vendor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the County.

1.5 The Vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Vendor's superintendent unless otherwise designated in writing by the Vendor to the County. All communications to the superintendent shall be as binding as if given to the Vendor.

Safety Requirements/Regulations Form

Bidder must sign and have notarized:

The undersigned bidder hereby certifies that they fully understand the safety requirements/regulation provisions and will comply.

Dated this _____ day of _____, 20____

Name of Firm _____

By _____

Title of Person Signing: _____

(SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____ (*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____ (*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

Special Conditions

1. Award will be made to up to the three (3) lowest responsive bidders based on overall low bid for all items combined. Bidders must bid on all items for the bid to be considered responsive. All bid items should be bid at a fair and reasonable price; failure to do so may cause the bid to be non-responsive. The Procurement Director shall be the sole judge of what is fair and reasonable. The Procurement Director reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the County. Work will be distributed on the rotational basis, starting with the lowest bidder.
2. The period of performance for this bid is from the date of award through April 30, 2024 ("Termination Date"). This bid will automatically renew, extending the Termination Date, for two (2) one (1) year periods, unless otherwise terminated in accordance with General Information Items #13 and #14. If the County provides notice to the Vendor at least 30 days prior to the Termination Date that it has not put in place a new bid for the goods, then this Bid shall remain in effect on a month-to-month basis until terminated by written notice from the County Procurement Division to the Vendor, but not longer than four (4) months following the Termination Date.
3. **Performance of Work:** Portions of the work required under this bid may be performed by subcontractors. Should the successful vendor plan to use subcontractors from the beginning to perform the required work, the vendor must provide a list of subcontractors to the Procurement Division for approval prior to bid award. Should the successful vendor require subcontractors to perform any work during the course of the work assigned under this bid, the vendor must also provide a list of subcontractors to the Procurement Division for approval. The vendor shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for those acts any of them may be liable to the same extent as if they were employed by the vendor. All submittals required of the prime vendor shall also be required from the subcontractor. Any work performed by the successful vendor or sub-contracted out must meet all regulated deadlines.

4. All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General Information, Item #20.
5. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at <https://www.polk-county.net/procurement/bids>. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.
6. Vendors must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful vendor.
7. The Successful Vendor must register in our Vendor Database if you have not already done so prior to the award of this bid. A purchase order cannot be issued to a vendor until they are registered. You may register at the following link: <https://www.polk-county.net/procurement/vendor-registration>.
8. Any additions, deletions, or modifications similar in cost or material after bid award will need to be signed off by both the user division and the successful vendor. Price for any additions, deletions, or modifications to the bid will be negotiated and agreed upon by both parties. All agreed upon additions, deletions, or modifications will also require the Procurement Director's (or designee) approval. If the addition, deletion, or modification is accepted, an amendment to the Bid award will be issued to the successful Bidder.
9. Bidders may attend the Bid Opening via conference call or in person. The conference bridge phone number to call in is (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all bidders will be posted to Procurement's website as soon as possible after bid opening.

All information read aloud is also posted with the respective bid, construction quote or RFP on the County's website: www.polk-county.net/procurement/bidstatus.
10. **Work Requests and Work Orders:** The Polk County Utilities (PCU) Project Manager (PM) or designee will contact the vendor when services are needed. The

successful vendor will email back a work order proposal price within five (5) business days (except for emergency repair services, see Special Conditions Item #11 below). All work order proposals will include a not to exceed amount, scope of work, and number of days to complete the work. The not to exceed amount will be based on the awarded unit prices. If accepted, PCU will create a requisition with all attachments that include the work order proposal, not to exceed amount, and PCU approval email, and a purchase order will be issued for the not to exceed amount. All work orders will include a report of the findings from the specification required prior to the repair. If it is necessary for a work order to be revised, it will be requested to and approved by the PCU PM through an email. No work shall be performed on a work order until an approved work order email from the PCU PM or designee and a revised purchase order has been issued.

11. **Emergency Work Orders:** For emergency repair services, the vendor will need to email the PCU PM or designee back an emergency work order proposal that includes a not to exceed amount within eight (8) business hours. The vendor will need to start work upon receiving an approved email from the PCU PM or designee. PCU will create a requisition with all attachments after the work has begun and a purchase order for the emergency work order will be issued within two (2) business days. Emergency work hours will be billed at no more than one and half (1.5) times the regular hourly rate.
12. The County reserves the right to independently check the successful Vendor's equipment. Vendor's equipment shall be maintained to a standard to have minimal to no down time.
13. For any related services needed beyond what is on the bid sheet, PCU will request an "out of scope" quote/proposal from the Vendor and follow the process in Special Conditions Item #10.
14. Invoices are to be sent to the PCU invoice email address at pcuopinvoice@polk-county.net and will include a copy of the requested proposal/quote and the corresponding approval email. The successful Vendor will be required to submit a copy of their paid receipts as proof of purchase price with the invoice as well.

Qualifications

All qualifications should be submitted with the bid or must be provided within three (3) business days upon request and prior to award.

1. Provide three (3) reference from clients, public or private, in which the bidder has performed similar size and scope services as the prime vendor within the last three (3) years. Each reference should include:
 - Client's business name
 - Current contact person's name
 - Client's telephone number
 - Client's address(es)
 - Client's email address
 - Period of performance (start and end date of the services)
 - Brief description of the services provided.
2. Submit a résumé of the person(s) who will be assigned to supervise work performed under this bid. The person must have at least two (2) consecutive years of motor repair experience on a full-time basis and be able to effectively communicate with PCU staff. All relevant experience must be listed on the résumé. The résumé should be provided with the bid submittal or must be provided before the award of the bid.
3. Due to emergency response time and the need for shop inspections, the successful Bidder's repair facility must be within a 100 miles' radius of the Polk County Utilities Warehouse at 3642 Old Bartow Eagle Lake Road, Bartow, FL 33830. Proof of distance should be provided with the bid submittal.
4. The successful Bidder must provide the UL listed Motors and Generators, Rebuilt for Use in Hazardous Locations certification for motor repair work (See Specifications Item 1.3). The certification should be in the successful bidder's name as it appears on the Signature Acknowledgement Form.

Specifications

1 Introduction

1.1 SCOPE

This repair specification lists the suggested minimum requirements for the repair and overhaul of low-voltage random-wound three-phase AC squirrel cage induction motors, which are sent for repair. It pertains to motors with anti-friction bearings (ball and roller) only.

1.2 INTENT

The intent of these repair specifications is to achieve a consistent, high-quality diagnosis, repair and/or overhaul of a motor, and to return it to good operating condition with minimum delay and cost. In the absence of specific instructions, the requirements will be to restore the motor to as-manufactured conditions.

1.3 REFERENCE DOCUMENTS

The references to be used in conjunction with these Specifications are the most current editions of the following:

UL	UL674 Electric Motors and Generators for use in Hazardous Locations
EASA	AR100-2015 Recommended Practice for the Repair of Rotating Electrical Apparatus
IEEE	IEEE Std. 43, Recommended Practice for Testing Insulation Resistance of Rotating Machinery
	IEEE Std. 112, IEEE Standard Test Procedure for Polyphase Induction Motors and Generators
ISO	ISO Std. 1940-1, Mechanical Vibration—Balance Quality Requirements of Rigid Rotors
NEMA	NEMA Std. MG-1, Motors and Generators
ABMA	ANSI/ABMA Std. 7, Shaft and Housing Fits for Metric Radial Ball and Roller Bearings

1.4 HAZARDOUS LOCATIONS

Motors intended for use in hazardous locations will have a nameplate to that effect. The repair work shall be done in a facility that has been certified by the Underwriters Laboratories to meet the requirements of UL674 Qualification of Facilities Engaged in the Repair of Electric Motors and Generators for use in Hazardous Locations.

Subcontracting these services will be acceptable. If the explosion-proof characteristics of the motor are not to be maintained, then the nameplate shall be altered to reflect this, and the motor will no longer be considered suitable for use in hazardous areas.

1.5 GENERAL

1.5.1 Unavoidable Degradation

During the repair, if any damage is found which cannot be fully repaired, PCU's written approval is required before proceeding. Likewise, if any repair is indicated which may result in a permanent degradation of efficiency or other performance parameters, PCU's written approval is required before proceeding.

1.5.2 Operating Environment

If this motor operates in severe environmental conditions, it will be indicated on the accompanying motor repair form. No repair methods or materials may be used which make the motor more vulnerable to these conditions than it was as originally built.

1.5.3 If Powered by an Inverter

If " Powered by ASD", this motor is powered by a pulse-width-modulated inverter. The windings shall be sufficiently insulated and supported to withstand this type of power supply. Magnet wire must be of a design intended for inverter duty. The wire manufacturer and specification shall be reported to PCU. Quad wire rated for inverter duty will only be accepted.

2 Motor Repair Procedures

2.1 DOCUMENTATION

2.1.1 Repairs

Requirements for the work, checks, and tests are listed in the following sections.

2.1.2 Expanded Work Scope

If tests and inspections indicate problems beyond the initial scope of the listed repair, the successful Vendor will notify the PCU PM or designee prior to initiating an additional repair. A description of the necessary, additional repairs and related costs must be provided. Please see Special Conditions, Item #10.

2.2 INCOMING INSPECTION

On receipt of the motor, the successful Vendor shall do the initial tests set out below.

2.2.1 Intent

The intent of the initial tests shall be to determine and record the probable cause of failure, if any, to document certain pre-repair parameters, and to determine what work is required.

2.2.2 Visual

A visual inspection shall be made to assess the general conditions of the outside of the motor for cracks, broken welds, missing parts, etc.

2.2.3 Insulation to Ground

An insulation resistance test to ground shall be performed at a voltage suitable for the motor's voltage rating and the apparent condition of the motor. The testing shall be as follows:

- The initial test voltage shall be 500 volts DC.
- For motors where there is more than one winding, the insulation shall also be tested between windings, at the test voltage appropriate to the lower voltage winding, with other windings grounded. The duration of the insulation test shall be one (1) minute. The temperature shall be recorded.

2.2.4 Bearings

The shaft shall be manually rotated to check for any obvious problems with the bearings or shaft.

2.2.5 No Load Run

If possible, the motor shall be run on no load, at nameplate voltage and checked for balanced currents and vibration.

2.3 DISMANTLING

2.3.1 Identify Problem

After the incoming inspection, the motor shall be dismantled to the extent needed to either fully identify or repair the problem, or to do the specified overhaul.

2.3.2 Markings

End brackets and frames shall be clearly match-marked with numerals or letters.

2.3.3 Parts Storage

Bolts and small parts shall be stored in dedicated containers and parts from other jobs shall not be kept with them.

2.3.4 Insulated Bearings

If the motor has insulated bearings, note which, if any, have the insulation deliberately bridged. The insulation resistance of each insulated bearing shall be at least 10-megohms with a 500-volt DC test.

2.3.5 Dowels

If dowels or fitted bolts are used to ensure accurate fits, the location of these pieces shall be identified.

2.3.6 Explosion Proof

The successful Vendor or their subcontractor must be certified by UL for repair of explosion-proof motors. For motors certified for hazardous locations, extra care shall be taken to ensure that joints and flame paths are not damaged during the work. If damage requiring other than normal repair is found, PCU shall be notified before proceeding with repair.

2.3.7 Rotor Removal

For horizontal motors where the shaft rotor assembly is too heavy to be removed easily by hand, one or two cranes shall be used to move the shaft, with a close-fitting pipe

installed over one end of the shaft to act as a shaft extension. Attention shall be paid to the following:

- Care shall be taken that the slings do not damage the bearing surfaces or the rotor.
- Under no circumstances shall the stator windings be touched by any of the parts being moved.

2.4 VERTICAL MOTORS

Vertical motors shall be dismantled according to the manufacturer's instruction book. The assembly of vertical motors is critical. Particular attention shall be paid to, and records kept of:

- The amount of rotor lift (end play);
- The make and types of bearings, particularly the thrust bearings including orientation of thrust bearings;
- The arrangement of the thrust and guide bearings, including specially ground mating surfaces;
- The axial and radial clearances (fit) to the shaft and housing;
- The method of lubrication of both upper and lower bearings;
- The method of bearing insulation, if any; and
- Any other particular features of the motor configuration.

2.5 WINDING REMOVAL

2.5.1 General

For motors that are to be rewound, the core shall be stripped, cleaned, tested and repaired.

2.5.2 Take Data

Winding data shall be recorded so as to permit replicating original configuration. Winding data shall be kept on file by the successful Vendor for three (3) years.

2.5.3 Core Loss

A core loss test shall be done on all stators both before and after stripping and iron repair, to check for damaged interlaminar insulation. The tests shall be done at a flux density of 85,000 lines per square inch rms. Exciting current and watts loss shall be recorded each time, as well as a physical check carried out for hot spots. If data from previous tests are available, the results shall be compared. Testing at other flux

densities may be done if previous data is available. If hot spots exceed 15°C above the average temperature after 10 minutes, or losses are excessive overall either before or after stripping, the situation shall be discussed with PCU before proceeding further. For a core without any hot spots, the losses after stripping shall not be more than 10% higher than the pre-strip losses. To avoid misleading results, the second core loss test should not be done until the core has been cleaned and dried. The successful Vendor will own and maintain a core loss tester equivalent to or better than a Phenix Core Loss Tester.

2.5.4 Burn Out

The winding shall be burned out in a controlled temperature burnout oven where the part temperature is limited by means of fuel control and supplementary (water spray) cooling to 360C (6800F) for organic (C3) or 4000C (7500F) for inorganic (CS) interlaminar insulation. If a higher temperature is deemed necessary, repairer shall reference communication or documentation from the motor manufacturer indicating that the core iron can safely withstand the temperature.

2.5.5 Aluminum Frame

Frames may be chemically stripped if burnout facilities are not available. Other methods of stripping may only be used with PCU approval.

2.6 CORE PREPARATION

2.6.1 Cleaning

The stripped core shall be cleaned of all foreign material, such as insulation debris, and dried.

2.6.2 Iron Damage

All obvious iron damage, plus any problems indicated by the core loss tests, and significant frame damage, shall be reported to PCU before proceeding further.

2.6.3 Method of Repair

The method of repair to damaged cores shall be discussed with PCU and shall be chosen from the following:

- **Grinding.** Selective grinding with a small sharp power tool.
- **Spray between laminates.** Separating laminations and re-insulating with spray-on inter-laminar insulation.
- **Mica between laminations.** Inserting split mica between the laminations.
- **Restacking.** Restacking, with deburred laminations and new interlaminar insulation.

2.6.4 Core Loss Test

A final core loss test shall be done as described in Specifications, Section 2.5.3 above.

2.7 REWINDS

2.7.1 Winding Details

The total cross-sectional area of a turn, the turns per coil, the span, and connection of the coils shall not be changed without authorization from PCU.

2.7.2 Thermal Class

Class H or higher system materials shall be used throughout. Windings which were originally Class F or lower shall be rewound with **Class H magnet wire and materials. Rated for Inverter Duty.**

2.7.3 Sensors

Temperature sensing devices shall be replaced with devices comparable to those previously used.

2.7.4 Explosion Proof

If the temperature class of the insulation of an explosion-proof motor has been increased, a temperature sensor shall be installed to monitor and limit the motor surface temperature to the original maximum external temperature. The motor shall be tagged with a warning to the operator that to maintain the hazardous area classification, the sensor must be connected to shut down the motor.

2.7.5 Insulation Materials

Insulation shall include, as a minimum, the following components:

- **Turn insulation.** Multiple build coating turn insulation of polyamide, polyimide or a combination of both over polyester, or equivalent;
- **Slot Liner.** Slot liner extending at least one-quarter inch past each end of the slot;
- **Separator.** Center strip or separator between the top and bottom coil sides in a slot;
- **Wedge.** A top piece to hold the coils in the slot (where needed, a bottom filling piece shall be used to make up any extra space in the slot); and,
- **Phase Barriers.** Phase barriers between end turns of different phases (these shall be trimmed to permit clear airflow).

2.7.6 End Turns

The end turns shall be fully compacted so that there are no loose wires. Both sets of end turns, plus leads and jumpers, shall be laced tightly together so that each coil is tied securely to the two adjacent coils.

2.7.7 Connections

All connections shall be brazed with materials that will not be subject to corrosion in the specified operating environment. They shall have no sharp edges and shall be insulated.

2.7.8 Winding Test

Before impregnation, the winding shall be tested to verify that there are no wrong connections or shorted turns. This will include a surge comparison test, a high potential test, and winding resistance test using a Baker D12000 Hi-Pot and a Baker DLRO Tester or equivalent. Voltage used shall be as indicated in EASA Recommended Practices for the Repair of Rotating Electrical Apparatus or other standards approved by PCU. Any defects shall be corrected and retested before impregnating.

2.7.9 Impregnation

The rewound stator shall be impregnated in one of the following ways:

- **Dip-and-Bake.** Double dip-and-bake cycle using resin or varnish and a temperature-controlled bake oven (baking times and temperatures shall be recorded in the Repairer's Tracking Form.)
- **Trickle.** A trickle epoxy or polyester treatment where the resin is poured into the end turns and slots of a vertically inclined stator, which has been heated with controlled electric current to assist in curing the resin.

2.8 ROUTINE OVERHAULS

2.8.1 Testing

After dismantling, the following procedure shall be followed:

- Winding and cooling ducts shall be cleaned, dried, and inspected.
- Winding insulation resistance shall be tested at 500 volts DC.
- The duration of the test shall be one minute. The minimum acceptable level after one minute, corrected to a 400C reference temperature per IEEE 43, is 20 megohms. Levels less than 20 megohms shall be discussed with the PCU.
- If satisfactory levels are not attained, the winding shall be re-cleaned and dried thoroughly at a temperature not exceeding 900C (1950F), and then retested.
- After successful insulation resistance to ground has been achieved, the winding shall be given a high potential or surge comparison test. Voltage level used shall be as indicated in EASA Recommended Practice for the Repair of Rotating Electrical Apparatus or other standards approved by PCU.

2.8.2 Cleaning

The components, including the stator windings, shall be cleaned with hot water and a suitable detergent after heavy deposits of dirt and grease have been removed by scraping and wiping. If necessary, brushes shall be used to clean small passages in components.

Solvents shall not be used to clean insulation but may be used on mechanical components of the motor. All components shall be thoroughly dried at a temperature less than 900C (1950F), for as long as it takes to remove all signs of moisture. For windings, this will be indicated by the insulation resistance stabilizing after some hours of drying.

2.8.3 Repairs

After satisfactory insulation resistance has been attained, all loose or damaged wedges, slot sticks, coil supports etc., shall be replaced or repaired. The winding shall then be

given a minimum of two dip-and-bakes using a Class H or higher-grade varnish. Immersion and baking times shall be sufficient to penetrate any cracks and give a sealed durable finish to the insulation. The repairer shall notify PCU if a dip-and-bake is undesirable.

2.8.4 Other

The routine overhaul of other parts of the motor shall return the parts to good condition.

2.8.5 Reassembly

The assembly of the motor after overhaul is covered in Specifications, Section 2.15.

2.9 ROTOR TEST AND REPAIR

2.9.1 Testing

All rotors shall be given a test for damaged bars, whether the motor is suspect in this area or not. This test shall apply a stable single-phase voltage to the stator of the assembled motor while the shaft is slowly turned through at least one revolution. Any fluctuations of stator current in excess of three percent (3%) shall be investigated further. Other methods may be used if the stator winding is faulty, and it can be shown that they have a good record of detecting faults. For motors where electrical or mechanical problems with the rotor are suspected, more sophisticated tests shall be used. These include one or more of the following:

- Growler tests;
- Current analysis or vibration analysis of a loaded motor;
- Physical examination;
- Ultrasonic examination of the bars and end rings; and,
- Core loss tests (axial current thorough shaft).

2.9.2 Fabricated Cage Repair

Since repair of squirrel cages can be expensive, no work shall be done in this area without prior approval from PCU.

2.9.3 Cage Replacement

For cage replacement, the conductive, metallurgical and strength characteristics of both the bar and end ring materials shall be determined and duplicated. Since changing the

rotor resistance or density has major effects on the motor performance, no change in these is permitted without PCU approval.

Any parts that are to be reused shall be cleaned and examined for defects.

2.9.4 Testing

After fabrication, the joints shall be examined and tested by ultrasonic or comparable means.

2.9.5 Balance

The rotor shall be dynamically balanced to the tolerances listed in Specifications, Section 2.14 of these specifications.

2.9.6 Cast Rotor Repair

A defective cast cage shall not be repaired without prior authorization from PCU. The method of repair shall be to remove the old cage by chemical means, without damaging the laminations, followed by re-barring with extruded, aluminum bars and duplicate cast aluminum end rings to give the same cage resistance as before.

2.9.7 Iron Repairs

If tests or observation indicate that the laminations have been damaged, they shall be repaired or replaced with new laminations. Care shall be taken to ensure a consistent air gap.

2.10 SHAFT REPAIR

2.10.1 General

If any tests indicates that there may be a shaft problem, it shall be tested and repaired or replaced. If there is any risk or uncertainty in the proposed repair method, this shall be discussed with PCU prior to proceeding.

2.10.2 Requirements

When the work is completed, the shaft shall meet the following criteria:

- **Total Indicated Runout.** It shall be straight, with a Total Indicated Runout (TIR) when measured in V blocks, of no more than 0.051 mm (0.002 inch) for up to 41.3 mm (1.625 inch) shaft diameter and no more than 0.003 inch for larger diameters.
- **No Cracks.** The shaft shall have no cracks. Ultrasonic, magnetic particle, dye penetrant or other testing methods may be needed to verify this.
- **Straightness.** The shaft shall be straight, parallel and undamaged at the bearing areas.
- **Journal Repairs.** Make journal repairs by welding or plating, followed by machining and grinding, with fit as specified in Specifications, Section 2.11.4.
- **Fit To Rotor.** The shaft shall be a tight fit to the rotor iron. If there is looseness, the shaft shall be built up and turned for proper interference fit or shall be replaced.
- **Shaft Material.** New shafts shall be machined from AISI Gr. C1045 hot rolled steel or better. For special applications, the successful Vendor shall consult with the manufacturer and report recommendations to PCU.
- **Tolerances.** Shaft extension dimension tolerances shall be within the limits specified in NEMA MG-1, Motors and Generators sections.

2.11 ANTI-FRICTION BEARINGS

2.11.1 New Bearings

Anti-friction bearings shall always be replaced. **New bearings shall be SKF or Timken brand premium, unless otherwise approved by PCU.** If the bearing type, size, sealing, shielding or configuration is changed, this shall be noted on a supplemental nameplate. If the original bearing race showed pitting from shaft current, the causes and remedy for this shall be discussed with PCU.

2.11.2 Shielding, Sealing

If the method of shielding, sealing or lubricating is to be changed, it shall be approved by PCU.

2.11.3 Clearance

Unless otherwise specified by the manufacturer or PCU, C3 clearance bearings shall be used for all bearings.

2.11.4 Tolerances

Fitting tolerances to the journals and housings shall be per manufacturer's specifications. Out of tolerance fits shall be restored. (Reference ANSI/ABMA Std. 7 as a guide. Always use the most current version.)

2.11.5 Heating

The bearing shall be heated, without use of direct flame, to approximately 940C (2000F) to permit it to be slid easily onto the shaft up to the shoulder. Bearings with bores under 45mm may be press fit.

2.11.6 Grease

Greaseable bearings shall be lubricated as specified in the EASA Recommended Practice for the Repair of Rotating Electrical Apparatus or other standards approved by PCU. Lubrication shall be in accordance with the motor manufacturer's recommendations if available. Otherwise fill the cavity to 1/3 capacity. The lubricant shall be compatible with the lubricant packed by the bearing manufacturer.

2.11.7 Insulated Bearings

Insulated bearing resistance shall be at least 10 megohms. Voltage applied from the megohmmeter should not exceed 500 VDC. Alternately a 15VAC test lamp may be used. No light should be visible from the lamp filament. (Reference IEEE 112-1996, Specifications, Section 9.4.3. or EASA AR100-1998; always use the most current version)

2.12 END BRACKETS

2.12.1 Requirements

End brackets shall fit snugly to the stator frame. Worn dowel holes and rabbet fits shall be repaired.

2.12.2 Tolerances

See Specifications, Section 2.11.4 for the fit of the outer diameter of anti-friction bearings to housings.

2.12.3 Repairs

Repairs to end bracket-bearing housings shall be by building up the metal and machining to size. Welding, plating and sleeving are the accepted methods. Epoxies and other compounds shall not be used for locking bearings.

2.13 OTHER DEVICES

2.13.1 Fans

- Fans shall be checked for cracks and fit to the shaft or rotor.
- Fans shall be firmly fixed to the shaft or rotor by the original factory method, unless there has been corrosion between dissimilar metals, in which case a new method shall be proposed to PCU.
- Welding to the shaft is not permitted.
- Repairs to fans shall only be done after discussion with PCU.
- New fans shall be as supplied by the original manufacturer if available.
- Fans used in motors for use in hazardous locations shall be made of material that will not cause sparking, either by impact or by buildup of static electricity.

2.13.2 Temperature Sensors

Temperature sensors shall be installed in the motor as originally found or as otherwise specified by PCU.

- **Bearing.** Bearing sensors shall be of the same type as those removed and shall be located to sense, as nearly as possible, the highest bearing temperature. If the original bearing sensor was insulated, the replacement shall also be insulated.
- **Winding.** Sensor type shall be the same as the original and will usually be in the end turns.

2.13.3 Leads

Leads shall be flexible and multistranded and have at least the same cross sectional area as the original leads. Temperature class must be the same as original or better. Main power and accessory leads shall be indelibly marked using the same marking systems as the incoming motor. If this is illegible, then the system described in NEMA MG-1, Motors and Generators, shall be used and a notice describing the system attached to the terminal box. Every effort shall be made to keep the original direction of rotation.

Lugs, if used, shall be suited for the application and have all cable strands in the lug. No cable strands may be cut off or bent back to facilitate insertion in the lug.

If crimp lugs are used, the correct make and style of die shall be used for the lug, and the correct compression applied.

2.13.4 Terminal Boxes

Terminal boxes shall be returned to original condition. In particular, the following items must be confirmed.

- Missing bolts and gaskets for both the cover and the motor-to-box joint shall be replaced.
- On motors certified for hazardous environments, the junction boxes shall be sealed off from the main body of the motor by a sealing compound approved by UL for this application.
- Damaged flanges shall be repaired. No paint or gaskets shall be left on the flanges of boxes for explosion-proof motors.

2.13.5 Space Heaters

Space heaters shall be tested for insulation resistance for one minute at 500 volts. A 10-megohm minimum resistance is acceptable. They shall be tested for correct functioning.

2.13.6 Vibration Sensors

Vibration sensors shall be replaced in their original locations.

2.14 BALANCING

The motor rotor shall be dynamically balanced in a balance stand before assembly of the motor. An IRD 5000-pound dynamic balancer or equal will be used for every motor repair and reported to PCU. Balance criteria include the following:

- **Half key.** It shall be balanced with a half key in the keyway.
- **Tolerance G1 (ISO 1940-1).** Generally, the permitted total imbalance is $i5W/N/2 = \text{oz in/plane}$ where W is weight of rotor in pounds and N is operating speed in RPM. (426 $W/N/2$ gin. in/plane)
- **Tolerance G1 (ISO 1940-1).** Two Pole rotors should be balanced to $6W/n/2 = \text{oz in./plane}$. (170.4 $W/n/2$ gin. in/plane)

- **Material removal.** If material is removed, structural integrity and fan capacity shall be maintained.
- **Added material.** Added material shall be able to withstand the centrifugal forces and be positioned either in the manufacturer's designated positions and locked in place or positioned in a location where centrifugal force will tend to keep the material in place. Weights may be attached to metallic parts only.

2.15 REASSEMBLY

The assembly of the motor is the reverse of the disassembly process, and the following points shall be observed:

- Match marks shall line up.
- On reinsertion of the rotor, take care not to damage the journals or the stator windings. Cranes, slings, and extension pipes shall be used on heavy rotors. Check axial alignment of stator and rotor cores.
- Dowels and fitted bolts shall go back into the same holes that they came from.
- Where they can be measured, all air gaps shall be within 10 percent of the average.
- On motors with insulated bearings, the insulation shall be checked and noted. (See Specifications, Section 2.11.7)
- On vertical motors, the lift on the shaft shall be the same as the original manufacturer's setting, unless PCU and the successful Vendor agree that a modified setting would give better performance.
- Motors for use in hazardous environments shall have all the explosion-proof features maintained and verified in accord with UL674.

2.16 FINAL TESTS

2.16.1 Insulation

Prior to running, the motor shall be given an insulation resistance test to ground in the following manner:

For rewound motors, a DC high potential test shall be conducted at 1700 VDC for motors to be powered by less than 250VAC service voltage. Motors to be powered between 250VAC and 600VAC service voltage shall be tested at 1700VDC plus 3.4 times the machine's voltage rating, e.g., 3264VDC for a 460VAC machine. Readings corrected to 400C, which are less than 20 megohms, shall be discussed with PCU. The successful Vendor must test the equipment on a Baker D12000 Hi-Pot Tester or

equivalent to perform these tests and shall print out results and attach to each job tracker.

2.16.2 Running Test

After the insulation tests, the motor shall be run at no load at full terminal voltage, with either a half key or a half coupling, on the shaft. If the motor uses an external oil supply and removal system in normal use, a similar system shall be arranged for the test. The test shall determine that:

- **No Load Amps.** No load current unbalance at balanced rated voltage shall be less than 2 percent.
- **Vibration.** Horizontal, vertical, and axial readings shall be taken at each bearing and results recorded for PCU' s review. The successful Vendor shall record vibration of motor with motor bolted down to an isolated test stand installed in repairer's shop for accurate readings.
- **Temperature Rises.** Temperature rises after levels stabilize shall be within normal limits on the frame and bearings.
- **Shipment.** At the completion of the test, the motor shall be painted as specified by PCU, and prepared for shipment. Any lubricant and coolant inlets and outlets shall be plugged and masked before painting and shipping. Any special precautions or preparations that should be noted before powering the motor shall be indicated on a tag.
- **Testing.** All motors shall be done with a Hubbell Hipotronics Motor Tester or equivalent and be capable of printing out no-load running amps, voltage, vibration, and bearing temperature for each motor repair. Tester shall be able to run AC motors up to 480-volts.

3. Motor Control Specification Quality Control

3.1 MEASURING INSTRUMENTS

3.1.1 Calibration

All measuring instruments shall be calibrated regularly. The calibration records shall be available for PCU inspection. Minimum frequency of calibration shall be annually, except:

- **Insulation Testers.** Insulation resistance testers—every six months to a known resistance;

- **Dimension Meters.** Micrometers, vernier calipers and other dimension measuring devices—every six months against a minimum grade AA gauge block set; and,
- **Bore Gauges.** Bore gauges shall be calibrated to a certified standard before and after each use.

3.1.2 Storage

All measuring equipment shall be stored in a clean dry environment.

3.2 MATERIALS

3.2.1 Anti-Friction Bearings

Anti-friction bearings shall be replaced with new SKF or Timken brand or approved equal with PCU. Bearings shall be stored in their factory packaging in a clean, dry, location. The location shall be isolated from any vibration strong enough to be felt by hand.

3.2.2 Solid Insulation

Insulating materials such as slot liners, tapes and phase insulation shall be used and shall meet or exceed the temperature class H rating and shall be compatible with the resins used.

Specifications for the materials shall be obtained from the material supplier and kept for checking their suitability for the application.

3.2.3 Resins and Varnishes

The manufacturer' s material specifications for resins and varnishes shall be kept on file, to permit checking for correct storage, handling and usage.

A sample shall have been taken and analyzed to be satisfactory within three months of its being used on a motor.

3.2.4 Other Materials

Other materials shall be new and of good quality. In particular, the following shall be confirmed:

- **Lead Wires.** Lead wires shall be multi-stranded and flexible with insulation meeting or exceeding the temperature and voltage class of the motor.
- **Magnet Wire.** Magnet wire for random-wound motors shall be compatible with the other insulation system components and shall be insulated with a polyamide, polyimide or a combination of both, over a polyester base coat, or equivalent. Any wire damaged in storage or working shall be replaced. The manufacturer's specifications for the insulation shall be kept on file for reference. Inverter grade wire rated 1600-volts shall be used on all motors regardless of if the motor is run off a variable frequency drive.

3.3 TESTS AND INSPECTION DURING WORK

3.3.1 Records

Records shall be kept of all tests and inspections carried out during the work. Signed copies of these records shall be shipped in original form, at the same time as the motor, to PCU. The successful Vendor shall keep all records for a period of not less than 3 years from date of repair.

3.3.2 Access

PCU should always have access to the successful Vendor's repair facilities that work is being done during work hours, for the purposes of checking progress and inspecting the work.

3.4 FINAL INSPECTION AND TEST

For all motors over 100 HP, or when PCU specifies, PCU shall be informed when the final inspection and testing of the motor is to take place. PCU shall have the right to be present for tests on any motors. In emergency cases, tests will not be held up waiting for PCU representatives, but every effort shall be made to keep PCU informed so that they can be present if possible.

If motors, variable frequency drives or soft starts controllers or any other equipment the vendor works on for the County are deemed un-repairable due to excessive damage then the vendor is to give a cost comparison of the repair vs. a new purchase (to be determined by PCU).

3.5 Purchase of new parts and equipment

Parts for motors and electrical components for manual and automatic motor operation, or equipment such as, but not limited to, motors, variable frequency drives and soft starts controllers will need to be purchased from the successful Vendor, outside of repair or replacement.

Bid Sheet

(Submittal Page)

Item Number	Description	Hourly Rate/ Unit Price (A)	Estimated Annual Quantity (B)	Estimated Annual Total (A x B)
1	Regular In-Shop Hourly Rate	\$	1,500 hours	\$
2	Regular Field Service Hourly Rate	\$	160 hours	\$
3	Flat Rate for Motor Teardown/Inspection (TDI)	\$	50 each	\$
Grand Total (Sum of Items 1 -3) – Basis of Award				\$

Materials and parts will be billed at no more than cost plus ten (10) percent mark-up.

Replacement motors, spare motors and other equipment will be billed at no more than cost plus five (5) percent mark-up.

Purchase price and the mark-up price must be shown on the invoice. Please see Special Conditions, Item #14.

Overtime and Emergency Work Hours will be billed at no more than one and a half (1.5) times the regular hourly rate. Any overtime must be pre-approved by the County Project Manager.

BIDDER NAME

ATTACHMENT #2
BOARD OF COUNTY COMMISSIONERS
PROCUREMENT DIVISION
POLK COUNTY, FLORIDA

NOTICE OF RECOMMENDED AWARD

Date:	May 19, 2023
Bid Number:	23-310
Bid Title:	Motor Repair Services
Recommended Award to:	CEC Motor & Utility Services (1 st low) Mader Electric, Inc. (2 nd low) Tampa Armature Works, Inc. (3 rd low)
Based On:	1 st , 2 nd , and 3 rd lowest responsive bidders meeting qualifications
Senior Procurement Analyst:	Ari Goldstein

Any actual bidder or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract or bid may protest to the Procurement Director, in accordance with the Procurement Policies and Procedures Manual. The procedures are available at the Polk County Procurement Division at (863) 534-6757 or can be found at the following link: <https://www.polk-county.net/procurement/protest-procedures>. Any person who wishes to file a protest on the bid award may do so by submitting a non-refundable cashier's check in the amount of \$1,000.00 with their initial protest. Failure to follow the bid protest procedure requirements with the time frames prescribed herein as established by Polk County, Florida, shall constitute a waiver of your protest and any resulting claims. Deadline for filing protest: **Wednesday, May 24, 2023, at 4:00 p.m.** If no protests are received, the Procurement Director will award the project. The recap and bid analysis can be found at the following link: <https://www.polk-county.net/procurement/bidstatus>.

Bid Notice

Polk County, a political subdivision of the State of Florida, requests the submittal of bids from vendors that are interested in providing all labor, equipment, materials, supplies and supervision necessary to perform motor repair services including but not limited to inspections, testing, and maintenance at various water treatment and wastewater treatment plants located throughout Polk County as described herein. Sealed bids must be received in the Procurement Division, prior to the due date and time listed below.

Bid Number and Title: 23-310, Motor Repair Services

Description: Provide all labor, equipment, materials, supplies and supervision necessary to perform motor repair services including but not limited to inspections, testing, and maintenance at various water treatment and wastewater treatment plants located throughout Polk County

Receiving Period: Wednesday, April 26, 2023, prior to 2:00 p.m.

Bid Opening: Wednesday, April 26, 2023, 2:00 p.m.

Special Instructions: N/A

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Questions regarding this bid should be in writing and should reference the above Bid. Submit all questions to Ari Goldstein, Senior Procurement Analyst, via email at arigoldstein@polk-county.net or via fax at (863) 534-6789 by 4:00 p.m.; Monday, April 17, 2023.

Bid Registration

You must register using this form in order to receive notice of any addenda to these documents. Please email or fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number: 23-310

Bid Title: Motor Repair Services

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each bid that you are registering for.

Company Name: Mader Electric Inc.

Contact Name: Paul Rademaker

Mailing Address: 6115 31St East

City: Bradenton

State: FL.

Zip Code: 34203

Phone Number: 941-351-5858

Email: prademaker@maderelectricinc.com

Bid Submittal Instructions

Respondents must submit one (1) original copy of the bid submittal prior to 2:00 p.m. on the bid receiving date. Bids must be submitted in a "sealed" parcel or electronically through Polk County's secure website, Kiteworks. Bids will be publicly opened at 2:00 p.m. on receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel bid, please cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

Sealed Bid. DO NOT OPEN	
Sealed Bid Number	23-310
Bid Title	Motor Repair Services
Due Date/Time:	April 26, 2023, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Sealed parcel bids may be mailed, express mailed or hand delivered. It is the Bidders responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Bids delivered at 2:00 p.m. or later will not be accepted.

Electronic Bid Submittal:

If you are interested in submitting your bid electronically bidders may do so via the County's secure electronic submittal website, Kiteworks. Bidders must email arigoldstein@polk-county.net at least 48 hours prior to bid opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for bid sheets. Please use the naming conventions for your files as follows:

For PDF documents "Bid 23-310 – Title of Document"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for Bid Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Procurement recommends that bidders submitting electronically double check the documents submitted into Kiteworks to ensure all requested information and bid sheet have been uploaded. Failure to upload the completed bid sheet will result in the bid submittal being deemed nonresponsive.

Statement of No Bid

Bid # 23-310, Motor Repair Services

If you do not intend to submit a bid, please complete the information below and return to the Procurement Division via fax or e-mail. If returning by mail, please be sure the bid number and title are clearly marked on the front of the envelope.

- ☐ Insufficient time to respond
- ☐ Do not offer this product
- ☐ Specifications unclear
- ☐ Specifications too restrictive
- ☐ Unable to meet specifications
- ☐ Unable to meet bond/insurance requirements
- ☐ Schedule would not permit us to perform
- ☐ Other (please specify): _____

Company Name: _____

Telephone Number: _____

Date: _____

Signature: _____

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Bidder Instructions and General Information

Bidder Instructions:

To ensure acceptance of the bid, follow these instructions:

Bid Documents Must Be Delivered to The Procurement Division Prior to 2:00 p.m. On The Date Specified. There Will Be No Exceptions.

1. **Execution of Bid:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **No Bid:** Bidders not interested in submitting a bid should return a "no bid," with an indication of the reason for no bid and the interest in future bid solicitations.
3. **Bid Opening:** It is the responsibility of the bidder to assure that their bid is delivered or submitted electronically at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. If multiple bids are submitted by the same vendor, Procurement will only open the most recently dated submittal. Bids, which for any reason are not so delivered, will not be considered. **Bid Submittal Forms Using Facsimile or Email Will Not Be Accepted.**

Note: In accordance with Florida Statute 119.071, a listing of vendors that provide a bid submittal shall be posted to the County's website at <https://www.polk-county.net/procurement/bidstatus>. The sealed bids shall remain exempt from disclosure, including bid amounts, until recommendation of award or 30 days after bid opening, whichever event occurs first.

Should the Procurement Director reject all bids, before the recommendation of award or 30 days after bid opening, and concurrently provide notice of the County's intent to reissue the bid, the rejected bids will remain exempt from Florida Statute 119.07 until such time as the County provides notice of recommendation of award of the reissued bid or until the County withdraws the reissued bid. The bid is not exempt for longer than 12 months after the notice of rejection of all bids.

4. **County as Gatekeeper of Documents:** This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the bidder should not rely on such sources for information regarding the solicitation.
5. **Taxes:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of the bid.
6. **Discounts:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid

Bid 23-310, Motor Repair Services

evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

7. **Mistakes:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
8. **Invoicing and Payment:** The successful bidder shall submit an invoice to the County at the prices bid. **An original invoice shall be submitted to the appropriate User Division.** The bidder shall include the bid number and/or the purchase order number on all invoices. By submitting an invoice, Bidder's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Bidders performance of the Service or the County's acceptance of any work.
9. **Conflict of Interest:** All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the County or any of their agencies. Furthermore, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.
10. **Warranty:** Unless otherwise specified, the bidder agrees that the goods furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable goods, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.
11. **Addendum:** Any changes in the bid shall be made in the form of a written addendum by the Procurement Director or his representative. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet should be signed and submitted with your bid submittal.
12. **Liability:** The vendor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
13. **Patents and Royalties:** The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process or article manufactured or used in the performance of the bid, including its use by the County. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.

14. **Cone of Silence:** Bidders and any prospective bidders shall not contact, communicate with or discuss any matter relating in any way to this Bid with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated in the Procurement Division. This prohibition begins with the issuance of the Bid and ends upon award or execution of the final contract. Any such communication initiated by a bidder or prospective bidder shall be grounds for disqualifying the offender from consideration for an award pursuant to this bid and for bids or contracts to be awarded pursuant to RFPs, or Requests for Bid that the County may issue in the future.

15. **Bid Protest:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All bidders who bid will be sent a Notice of Recommended Award, unless only one bid was received.

A copy of the bid protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/procurement/protest-procedures>.

"Failure to Follow Bid Protest Procedure Requirements Within the Time Frames Prescribed Herein as Established by Polk County, Florida, Shall Constitute a Waiver of Your Protest and Any Resulting Claim."

16. **Indemnification:** Vendor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Vendor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees; provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.
17. **Public Entity:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public

Bid 23-310, Motor Repair Services

work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this bid, the bidder hereby certifies that they have complied with said statute.

18. **Preference for Drug Free Workplace:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
19. **Sealed Bids:** All bid submittals must be completed and submitted either in a sealed parcel or submitted electronically. **(If Submitting a Sealed Parcel Bid, Please Do Not Include More Than One Bid Submittal Per Envelope.)** The original bid submittal(s) shall be submitted on the forms provided by Polk County. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.
20. **Prices, Terms and Payment:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within Polk County. Discount time will be computed from the date of satisfactory delivery at place of acceptance. Prices bid shall be firm for forty-five (45) days.
21. **Safety Standards:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and carry evidence of Underwriters Laboratories' Listings (UL).
22. **Packaging:** All containers shall be suitable for storage or shipment, and all prices should include standard commercial packaging.
23. **Meets Specifications:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid) unless otherwise specified in the specifications. The bidder represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Bidder shall strictly adhere to delivery specifications.
24. **Silence of Specifications:** The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
25. **Governmental Restrictions:** In the event that any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid prior to delivery, it shall be the responsibility of the supplier to notify the Procurement Division at once.

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Their letter shall indicate the specific regulation, which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments, or to cancel the contract at no expense to the County.

26. **Toxic Substances: Notice of successful vendor(s) to provide to Polk County toxic substances (As listed in Chapter 442, Appendix "G" of the FS) if applicable.**
- a. Chapter 442 of the FS states that manufacturers, importers or distributors of any toxic substance shall prepare and provide each direct purchaser of such toxic substance with Material Safety Data Sheet(s), herein referred to as MSDS, which to the best of the manufacturer's, importer's or distributor's knowledge, is current, accurate and complete based on information then reasonably available to the manufacturer, importer or distributor. Upon notification of a new or revised MSDS the manufacturer, importer or distributor, on a timely basis not to exceed three (3) months after notification, shall provide the County with the revised information as it becomes available to the manufacturer, importer or distributor.
 - b. Failure to provide the MSDS, when applicable, shall be cause for rejection of bid.
27. **Inspection, Acceptance and Title:** Inspection and acceptance will be at the designated facility unless otherwise indicated. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County, unless loss or damage results from negligence by the County.
28. **Samples:** Samples of items, when called for, must be furnished free of expense and may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Samples of successful bidder's items may remain on file with Procurement for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the Procurement Division shall dispose of the samples.
29. **Code of Ethics:** If any bidder violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work, goods, or services for the County.

General Information

1. Definitions:

- The term "County" means the Polk County, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
- The term "Contract" means this bid document, any and all Addenda issued, and the Contractors bid submittal.

Bid 23-310, Motor Repair Services

- The term "Vendor", "Contractor" means the successful bidder(s) who executes a contract with the County.
2. **Award(s):** As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the Special Conditions; to reject all bids or waive any minor irregularities or technicalities in bids received. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:
- Vendor's evaluation – quality of performance on previous projects.
 - The ability, capacity, equipment and skill of the bidder to fulfill the contract.
 - Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
 - The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
 - The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
 - The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
 - The ability of the bidder to provide future maintenance and service, as required or needed.
 - The number and scope of conditions attached to the bid.
3. **Effective Date:** The date of issuance of a Notice to Commence by the County Procurement Division.
4. **Local Preference:** It is the policy of the Board of County Commissioners to afford local preference to Polk County entities in the award of bids. Preference shall be administered in accordance with the following:

When bids are received that do not exceed \$3,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 2% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than \$3,000,000.00 but do not exceed \$5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 1% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the

Bid 23-310, Motor Repair Services

lowest-price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than \$5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within .5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

For purposes of this provision the term "Polk County entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day-to-day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows local preference, the County will adhere to those requirements by not applying this section.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

5. **Vendor Preference:** It is the policy of the Board of County Commissioners to afford vendor preference to women or minority owned entities in the award of bids. Preference shall be administered in accordance with the following:

When sealed bids are received that do not exceed \$3,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 2% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than \$3,000,000.00 but do not exceed \$5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 1% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than \$5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk

Bid 23-310, Motor Repair Services

County, and a price is offered by a women or minority owned entity that is within .5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

The term "Women or Minority Owned Entity" means any business having at least 51% ownership by women or minority group members who independently control the management and day-to-day operations of the firm. Group members are Females, African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, and Asian-Indian Americans.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows this form of preference, the County will adhere to those requirements by not applying this section.

This policy in no way supersedes the Local Preference Policy.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

6. **Non-Conformance to Bid Conditions:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
7. **Assignment:** Any purchase order issued pursuant to this bid and the monies which may become due herein are not assignable except with the prior written approval of the Procurement Director.
8. **Disputes:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.
9. **Facilities:** The County reserves the right to inspect the bidder's facilities at any time, with prior notice.
10. **Placing of Orders:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Division.
11. **Precedence:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
12. **Additions/Revisions/Deletions:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.

13. **Termination/Suspension:** The County may terminate the Contract resulting from this Bid at any time, in whole or in part, in accordance with and subject to the following:
- a. The County may terminate the Contract for the County's convenience by delivering 30 days' prior written notice of termination to the Contractor.
 - b. The County may terminate the Contract immediately if the User Division determines that the Contractor is in material default of its Contract obligations, has notified the Contractor of such default by delivering a Vendor Complaint Form to the Contractor specifically describing the basis of the complaint and the conditions of the Contractor's default, and ten (10) days have passed since the Contractor's receipt of the Vendor Complaint Form without all defaults as described therein having been fully corrected. Notwithstanding anything to the contrary contained herein, the County may terminate the Contract immediately, without notice or any opportunity to cure, if the services rendered for the Contract cause or threaten endangerment to public health, safety or welfare.
 - c. Upon receipt of any termination notice as described above, the Contractor shall:
 - Immediately discontinue all work unless the County's notice directs otherwise, and
 - Deliver to the County any and all data, reports, summaries, and all other information and materials of any type or nature whatsoever, whether completed or in process, the Contractor may have accumulated or generated in the course of performing the work of the Contract.
 - d. In the event this Bid and/or the resulting Contract is terminated due to the Contractor's material default which is not cured within the allotted time period as described above, the Procurement Director may also suspend or debar the Contractor in accordance with the Suspension and Debarment Section of the County Procurement Procedures Manual. 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 the Bid and/or the resulting Contract.
14. **Cancellation:** All annual bid obligations shall prevail for at least one hundred eighty (180) days after effective date of the bid, unless bid conditions are breached as specified herein. After that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (30) days prior notice in writing to the other party. The County reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the County. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the Procurement Director may cancel the bid immediately.
15. **Price Adjustments:** Any price decrease executed during the Contract period, either by reason of market change or on the part of the contractor to other customers, shall be passed on to the County.

16. **Manufacturer's Names and Approved Equivalents:** Any manufacturer's names, trade names or brand names are for information only and are not intended to limit competition. The bidder may offer any brand for which they are an authorized representative that meets or exceeds the specification for any item(s). If bids/proposals are based on equivalent products, indication should be made on the bid/proposal form of the manufacturer's name and number. Bidders shall submit with their bid/proposal, cuts, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specification(s) and not be considered an exception thereto. Bids/proposals lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Procurement Division shall be notified of any proposed changes in the following:

- (i) materials used;
- (ii) manufacturing process; and
- (iii) construction.

Changes shall not be binding upon the County unless evidenced by a Change Notice issued and signed by the Procurement Director.

17. **Plans and Specifications:** The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on, are hereby made a part of the purchase order by reference hereto.
18. **Performance and Payment Bond:** If a bond is required, it will be called out in the Special Conditions section of the bid. The vendor shall furnish a performance and payment bond, in an amount equal to the amount awarded, as security for the faithful performance and payment of all the vendor's obligations under the bid documents. The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the bid documents. All bonds shall be in the form prescribed by the bid document except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.
19. **Annual Appropriations:** The vendor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory

Bid 23-310, Motor Repair Services

only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

20. **Price Increase:** The Procurement Director reserves the right to increase/decrease price after the bid has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases/decreases will be determined by the Consumer Price Index (CPI-U) unless otherwise stated in the Special Conditions.
21. **Uncontrollable Forces (Force Majeure):** Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

In the event of default by the successful Bidder, the County reserves the right to utilize the next lowest Bidder as the new Awardee when the default occurs within the first term of the bid. Should this occur, the next lowest Bidder will be required to provide the bid items at the prices as noted on their bid submittal.

22. **Unauthorized Alien(s):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by

the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "Affidavit Certification Immigration Laws."

23. Employment Eligibility Verification (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

24. Attorney's Fees and Costs: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

25. Public Records Law.

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not

release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(i) keep and maintain public records required by the County to perform the services required under this Agreement;

(ii) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(iv) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIAISON OFFICER

POLK COUNTY

330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7527

EMAIL: RMLO@POLK-COUNTY.NET

26. Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

- (i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.
- (ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:
 - (a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
 - (b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
 - (c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - (d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.
- (iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

- (i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- (ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

27. **No Construction Against Drafter:** The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

Bid 23-310, Motor Repair Services

Signature Acknowledgement

(Submittal Page)

To Polk County, a Political Subdivision of the State of Florida

Date: 04/03/23

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tender's final payment to the bidder.

Vendor Name: Mader Electric Inc.

Mailing Address: 6115 31st Street East

City: Bradenton

State: FL

Zip Code: 34203

(Area Code) Telephone Number: 941-351-5858

Toll Free Number: _____

Email Address: prademaker@maderelectricinc.com

Authorized Signature: Paul Rademaker

Name: Paul Rademaker

Title: Vice President

This bid may be used by any other Government Agency. ☒ YES ☐ NO ☐ N/A

Bid 23-310, Motor Repair Services

Bidders Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Mader Electric Inc.

DBA/Fictitious Name (if applicable): _____

TIN #: 36-4920688

Address: 6115 31st Street East

City: Bradenton

State: FL

Zip Code: 34203

County: Manatee

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Paul Rademaker

Phone Number: 941-351-5858

Cell Phone Number: 941-915-5313

Email Address: prademaker@maderelectricinc.com

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☒ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: Florida

The Successful Vendor must complete and submit this form prior to award. The Successful Vendor must invoice using the company name listed above.

Drug-Free Workplace Form

(Submittal Page)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that, (Name of the Business): Mader Electric Inc. does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor Signature: Paul Rademaker

Date: 04/03/23

Bid 23-310, Motor Repair Services

Non-Collusion Affidavit of Prime Bidder

(Submittal Page)

State of Florida

County of Manatee

John Miller being first duly sworn, deposes and says that:

1. He - She is General Manager of Mader Electric Inc, the Bidder that has submitted the attached Bid;
2. He - She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed: *John Miller*

State of: Florida

County of: Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of April, 2023, by John Miller (name) as General Manager (title of officer) of Mader Electric Inc (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: *Paul Rademaker*

Printed Name of Notary Public: Paul Rademaker

Notary Commission Number and Expiration: _____ (AFFIX NOTARY SEAL)



Paul Rademaker
Notary Public
State of Florida
Comm# HH131718
Expires 5/20/2025

Bid 23-310, Motor Repair Services

Insurance Requirements

The successful vendor shall purchase and maintain in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W. Church St., Bartow, Florida 33830. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). Commercial General Liability Insurance \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and workers' compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

Each Certificate of Insurance must list the Certificate Holder as:

Polk County, a political subdivision of the State of Florida

330 W Church St, Room 150

Bartow, FL 33830

Certificates of Insurance for policies requiring additional insured status and/or the waiver of subrogation must include notations that these requirements apply. In addition, the Vendor shall supply to the County copies of the endorsements to verify these requirements.

The Vendor must provide, or cause to be provided, the County with 30 days' prior written notice regarding the cancellation, suspension, or non-renewal of or material change to any policy.

All Certificates of Insurance must be submitted on ACORD 25 forms.

The Vendor must submit updated Certificates of Insurance to the County upon the expiration of or material change to any policy.

Bid 23-310, Motor Repair Services

Insurance

(Submittal Page)

By signing below, the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in this Bid.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (General policy)
- Polk County will be named as an additional insured for automobile liability and general liability
- The General Liability and Workers Compensation policy will contain waiver of subrogation in favor of Polk County

Company Name: Mader Electric Inc

Bidder Signature: Paul Rademaker

Safety Requirements/Regulations

1.0 All Bidders are required to submit, with their Bid Proposal, the Safety Requirements/Regulations form. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the County Safety Officer, Risk Management, at (863) 534-5267.

1.1 The Vendor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Vendor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock out/Tag Out of Hazardous Energy. All Vendors are required to comply with OSHA Standards regardless of the number of employees they may have.

1.2 A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Vendor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists, or from one or more practices, means, methods, operations, or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

Bid 23-310, Motor Repair Services

First violation: correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.

Second violation: may result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Vendor to additional contract time or compensation.

Liquidated damages provision will remain in full force and effect.

Third violation: this may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

1.3 Should the work site be in a hazardous area, the County shall furnish the Vendor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Vendor in the planning of a safe work site.

1.4 The Vendor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the County.

1.5 The Vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Vendor's superintendent unless otherwise designated in writing by the Vendor to the County. All communications to the superintendent shall be as binding as if given to the Vendor.

Safety Requirements/Regulations Form

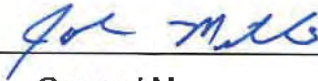
Bidder must sign and have notarized:

The undersigned bidder hereby certifies that they fully understand the safety requirements/regulation provisions and will comply.

Dated this 5 day of April, 2023

Name of Firm Mader Electric Inc.

By John Miller



Title of Person Signing: General Manager

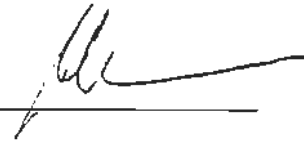
(SEAL)

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of April, 2023, by John Miller (name) as General Manager (title of officer) of Mader Electric Inc. (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Paul Rademaker



Printed Name of Notary Public: Paul Rademaker

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)



Paul Rademaker
Notary Public
State of Florida
Comm# HH131718
Expires 5/20/2025

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Mader Electric Inc.

Signature: *John Miller*

Title: General Manager

Date: April 5, 2023

State of: FL

County of: Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of April, 2023, by John Miller (name) as GM (title of officer) of Mader Electric Inc (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: *Paul Rademaker*

Printed Name of Notary Public: Paul Rademaker

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)



Paul Rademaker
Notary Public
State of Florida
Comm# HH131718
Expires 5/20/2025

Special Conditions

1. Award will be made to up to the three (3) lowest responsive bidders based on overall low bid for all items combined. Bidders must bid on all items for the bid to be considered responsive. All bid items should be bid at a fair and reasonable price; failure to do so may cause the bid to be non-responsive. The Procurement Director shall be the sole judge of what is fair and reasonable. The Procurement Director reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the County. Work will be distributed on the rotational basis, starting with the lowest bidder.
2. The period of performance for this bid is from the date of award through April 30, 2024 ("Termination Date"). This bid will automatically renew, extending the Termination Date, for two (2) one (1) year periods, unless otherwise terminated in accordance with General Information Items #13 and #14. If the County provides notice to the Vendor at least 30 days prior to the Termination Date that it has not put in place a new bid for the goods, then this Bid shall remain in effect on a month-to-month basis until terminated by written notice from the County Procurement Division to the Vendor, but not longer than four (4) months following the Termination Date.
3. **Performance of Work:** Portions of the work required under this bid may be performed by subcontractors. Should the successful vendor plan to use subcontractors from the beginning to perform the required work, the vendor must provide a list of subcontractors to the Procurement Division for approval prior to bid award. Should the successful vendor require subcontractors to perform any work during the course of the work assigned under this bid, the vendor must also provide a list of subcontractors to the Procurement Division for approval. The vendor shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for those acts any of them may be liable to the same extent as if they were employed by the vendor. All submittals required of the prime vendor shall also be required from the subcontractor. Any work performed by the successful vendor or sub-contracted out must meet all regulated deadlines.

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4. All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General Information, Item #20.
5. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at <https://www.polk-county.net/procurement/bids>. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.
6. Vendors must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful vendor.
7. The Successful Vendor must register in our Vendor Database if you have not already done so prior to the award of this bid. A purchase order cannot be issued to a vendor until they are registered. You may register at the following link: <https://www.polk-county.net/procurement/vendor-registration>.
8. Any additions, deletions, or modifications similar in cost or material after bid award will need to be signed off by both the user division and the successful vendor. Price for any additions, deletions, or modifications to the bid will be negotiated and agreed upon by both parties. All agreed upon additions, deletions, or modifications will also require the Procurement Director's (or designee) approval. If the addition, deletion, or modification is accepted, an amendment to the Bid award will be issued to the successful Bidder.
9. Bidders may attend the Bid Opening via conference call or in person. The conference bridge phone number to call in is (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all bidders will be posted to Procurement's website as soon as possible after bid opening.
All information read aloud is also posted with the respective bid, construction quote or RFP on the County's website: www.polk-county.net/procurement/bidstatus.
10. **Work Requests and Work Orders:** The Polk County Utilities (PCU) Project Manager (PM) or designee will contact the vendor when services are needed. The

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successful vendor will email back a work order proposal price within five (5) business days (except for emergency repair services, see Special Conditions Item #11 below). All work order proposals will include a not to exceed amount, scope of work, and number of days to complete the work. The not to exceed amount will be based on the awarded unit prices. If accepted, PCU will create a requisition with all attachments that include the work order proposal, not to exceed amount, and PCU approval email, and a purchase order will be issued for the not to exceed amount. All work orders will include a report of the findings from the specification required prior to the repair. If it is necessary for a work order to be revised, it will be requested to and approved by the PCU PM through an email. No work shall be performed on a work order until an approved work order email from the PCU PM or designee and a revised purchase order has been issued.

11. **Emergency Work Orders:** For emergency repair services, the vendor will need to email the PCU PM or designee back an emergency work order proposal that includes a not to exceed amount within eight (8) business hours. The vendor will need to start work upon receiving an approved email from the PCU PM or designee. PCU will create a requisition with all attachments after the work has begun and a purchase order for the emergency work order will be issued within two (2) business days. Emergency work hours will be billed at no more than one and half (1.5) times the regular hourly rate.
12. The County reserves the right to independently check the successful Vendor's equipment. Vendor's equipment shall be maintained to a standard to have minimal to no down time.
13. For any related services needed beyond what is on the bid sheet, PCU will request an "out of scope" quote/proposal from the Vendor and follow the process in Special Conditions Item #10.
14. Invoices are to be sent to the PCU invoice email address at pcuopinvoice@polk-county.net and will include a copy of the requested proposal/quote and the corresponding approval email. The successful Vendor will be required to submit a copy of their paid receipts as proof of purchase price with the invoice as well.

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Qualifications

All qualifications should be submitted with the bid or must be provided within three (3) business days upon request and prior to award.

1. Provide three (3) reference from clients, public or private, in which the bidder has performed similar size and scope services as the prime vendor within the last three (3) years. Each reference should include:
 - Client's business name
 - Current contact person's name
 - Client's telephone number
 - Client's address(es)
 - Client's email address
 - Period of performance (start and end date of the services)
 - Brief description of the services provided.
2. Submit a résumé of the person(s) who will be assigned to supervise work performed under this bid. The person must have at least two (2) consecutive years of motor repair experience on a full-time basis and be able to effectively communicate with PCU staff. All relevant experience must be listed on the résumé. The résumé should be provided with the bid submittal or must be provided before the award of the bid.
3. Due to emergency response time and the need for shop inspections, the successful Bidder's repair facility must be within a 100 miles' radius of the Polk County Utilities Warehouse at 3642 Old Bartow Eagle Lake Road, Bartow, FL 33830. Proof of distance should be provided with the bid submittal.
4. The successful Bidder must provide the UL listed Motors and Generators, Rebuilt for Use in Hazardous Locations certification for motor repair work (See Specifications Item 1.3). The certification should be in the successful bidder's name as it appears on the Signature Acknowledgement Form.

Specifications

1 Introduction

1.1 SCOPE

This repair specification lists the suggested minimum requirements for the repair and overhaul of low-voltage random-wound three-phase AC squirrel cage induction motors, which are sent for repair. It pertains to motors with anti-friction bearings (ball and roller) only.

1.2 INTENT

The intent of these repair specifications is to achieve a consistent, high-quality diagnosis, repair and/or overhaul of a motor, and to return it to good operating condition with minimum delay and cost. In the absence of specific instructions, the requirements will be to restore the motor to as-manufactured conditions.

1.3 REFERENCE DOCUMENTS

The references to be used in conjunction with these Specifications are the most current editions of the following:

UL	UL674 Electric Motors and Generators for use in Hazardous Locations
EASA	AR100-2015 Recommended Practice for the Repair of Rotating Electrical Apparatus
IEEE	IEEE Std. 43, Recommended Practice for Testing Insulation Resistance of Rotating Machinery IEEE Std. 112, IEEE Standard Test Procedure for Polyphase Induction Motors and Generators
ISO	ISO Std. 1940-1, Mechanical Vibration—Balance Quality Requirements of Rigid Rotors
NEMA	NEMA Std. MG-1, Motors and Generators
ABMA	ANSI/ABMA Std. 7, Shaft and Housing Fits for Metric Radial Ball and Roller Bearings

1.4 HAZARDOUS LOCATIONS

Motors intended for use in hazardous locations will have a nameplate to that effect. The repair work shall be done in a facility that has been certified by the Underwriters Laboratories to meet the requirements of UL674 Qualification of Facilities Engaged in the Repair of Electric Motors and Generators for use in Hazardous Locations.

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Subcontracting these services will be acceptable. If the explosion-proof characteristics of the motor are not to be maintained, then the nameplate shall be altered to reflect this, and the motor will no longer be considered suitable for use in hazardous areas.

1.5 GENERAL

1.5.1 Unavoidable Degradation

During the repair, if any damage is found which cannot be fully repaired, PCU's written approval is required before proceeding. Likewise, if any repair is indicated which may result in a permanent degradation of efficiency or other performance parameters, PCU's written approval is required before proceeding.

1.5.2 Operating Environment

If this motor operates in severe environmental conditions, it will be indicated on the accompanying motor repair form. No repair methods or materials may be used which make the motor more vulnerable to these conditions than it was as originally built.

1.5.3 If Powered by an Inverter

If " Powered by ASD", this motor is powered by a pulse-width-modulated inverter. The windings shall be sufficiently insulated and supported to withstand this type of power supply. Magnet wire must be of a design intended for inverter duty. The wire manufacturer and specification shall be reported to PCU. Quad wire rated for inverter duty will only be accepted.

2 Motor Repair Procedures

2.1 DOCUMENTATION

2.1.1 Repairs

Requirements for the work, checks, and tests are listed in the following sections.

2.1.2 Expanded Work Scope

If tests and inspections indicate problems beyond the initial scope of the listed repair, the successful Vendor will notify the PCU PM or designee prior to initiating an additional repair. A description of the necessary, additional repairs and related costs must be provided. Please see Special Conditions, Item #10.

2.2 INCOMING INSPECTION

On receipt of the motor, the successful Vendor shall do the initial tests set out below.

2.2.1 Intent

The intent of the initial tests shall be to determine and record the probable cause of failure, if any, to document certain pre-repair parameters, and to determine what work is required.

2.2.2 Visual

A visual inspection shall be made to assess the general conditions of the outside of the motor for cracks, broken welds, missing parts, etc.

2.2.3 Insulation to Ground

An insulation resistance test to ground shall be performed at a voltage suitable for the motor's voltage rating and the apparent condition of the motor. The testing shall be as follows:

- The initial test voltage shall be 500 volts DC.
- For motors where there is more than one winding, the insulation shall also be tested between windings, at the test voltage appropriate to the lower voltage winding, with other windings grounded. The duration of the insulation test shall be one (1) minute. The temperature shall be recorded.

2.2.4 Bearings

The shaft shall be manually rotated to check for any obvious problems with the bearings or shaft.

2.2.5 No Load Run

If possible, the motor shall be run on no load, at nameplate voltage and checked for balanced currents and vibration.

2.3 DISMANTLING

2.3.1 Identify Problem

After the incoming inspection, the motor shall be dismantled to the extent needed to either fully identify or repair the problem, or to do the specified overhaul.

2.3.2 Markings

End brackets and frames shall be clearly match-marked with numerals or letters.

2.3.3 Parts Storage

Bolts and small parts shall be stored in dedicated containers and parts from other jobs shall not be kept with them.

2.3.4 Insulated Bearings

If the motor has insulated bearings, note which, if any, have the insulation deliberately bridged. The insulation resistance of each insulated bearing shall be at least 10-megohms with a 500-volt DC test.

2.3.5 Dowels

If dowels or fitted bolts are used to ensure accurate fits, the location of these pieces shall be identified.

2.3.6 Explosion Proof

The successful Vendor or their subcontractor must be certified by UL for repair of explosion-proof motors. For motors certified for hazardous locations, extra care shall be taken to ensure that joints and flame paths are not damaged during the work. If damage requiring other than normal repair is found, PCU shall be notified before proceeding with repair.

2.3.7 Rotor Removal

For horizontal motors where the shaft rotor assembly is too heavy to be removed easily by hand, one or two cranes shall be used to move the shaft, with a close-fitting pipe

installed over one end of the shaft to act as a shaft extension. Attention shall be paid to the following:

- Care shall be taken that the slings do not damage the bearing surfaces or the rotor.
- Under no circumstances shall the stator windings be touched by any of the parts being moved.

2.4 VERTICAL MOTORS

Vertical motors shall be dismantled according to the manufacturer's instruction book. The assembly of vertical motors is critical. Particular attention shall be paid to, and records kept of:

- The amount of rotor lift (end play);
- The make and types of bearings, particularly the thrust bearings including orientation of thrust bearings;
- The arrangement of the thrust and guide bearings, including specially ground mating surfaces;
- The axial and radial clearances (fit) to the shaft and housing;
- The method of lubrication of both upper and lower bearings;
- The method of bearing insulation, if any; and
- Any other particular features of the motor configuration.

2.5 WINDING REMOVAL

2.5.1 General

For motors that are to be rewound, the core shall be stripped, cleaned, tested and repaired.

2.5.2 Take Data

Winding data shall be recorded so as to permit replicating original configuration. Winding data shall be kept on file by the successful Vendor for three (3) years.

2.5.3 Core Loss

A core loss test shall be done on all stators both before and after stripping and iron repair, to check for damaged interlaminar insulation. The tests shall be done at a flux density of 85,000 lines per square inch rms. Exciting current and watts loss shall be recorded each time, as well as a physical check carried out for hot spots. If data from previous tests are available, the results shall be compared. Testing at other flux

densities may be done if previous data is available. If hot spots exceed 15°C above the average temperature after 10 minutes, or losses are excessive overall either before or after stripping, the situation shall be discussed with PCU before proceeding further. For a core without any hot spots, the losses after stripping shall not be more than 10% higher than the pre-strip losses. To avoid misleading results, the second core loss test should not be done until the core has been cleaned and dried. The successful Vendor will own and maintain a core loss tester equivalent to or better than a Phenix Core Loss Tester.

2.5.4 Burn Out

The winding shall be burned out in a controlled temperature burnout oven where the part temperature is limited by means of fuel control and supplementary (water spray) cooling to 360C (6800F) for organic (C3) or 4000C (7500F) for inorganic (CS) interlaminar insulation. If a higher temperature is deemed necessary, repairer shall reference communication or documentation from the motor manufacturer indicating that the core iron can safely withstand the temperature.

2.5.5 Aluminum Frame

Frames may be chemically stripped if burnout facilities are not available. Other methods of stripping may only be used with PCU approval.

2.6 CORE PREPARATION

2.6.1 Cleaning

The stripped core shall be cleaned of all foreign material, such as insulation debris, and dried.

2.6.2 Iron Damage

All obvious iron damage, plus any problems indicated by the core loss tests, and significant frame damage, shall be reported to PCU before proceeding further.

2.6.3 Method of Repair

The method of repair to damaged cores shall be discussed with PCU and shall be chosen from the following:

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- **Grinding.** Selective grinding with a small sharp power tool.
- **Spray between laminates.** Separating laminations and re-insulating with spray-on inter-laminar insulation.
- **Mica between laminations.** Inserting split mica between the laminations.
- **Restacking.** Restacking, with deburred laminations and new interlaminar insulation.

2.6.4 Core Loss Test

A final core loss test shall be done as described in Specifications, Section 2.5.3 above.

2.7 REWINDS

2.7.1 Winding Details

The total cross-sectional area of a turn, the turns per coil, the span, and connection of the coils shall not be changed without authorization from PCU.

2.7.2 Thermal Class

Class H or higher system materials shall be used throughout. Windings which were originally Class F or lower shall be rewound with **Class H magnet wire and materials. Rated for Inverter Duty.**

2.7.3 Sensors

Temperature sensing devices shall be replaced with devices comparable to those previously used.

2.7.4 Explosion Proof

If the temperature class of the insulation of an explosion-proof motor has been increased, a temperature sensor shall be installed to monitor and limit the motor surface temperature to the original maximum external temperature. The motor shall be tagged with a warning to the operator that to maintain the hazardous area classification, the sensor must be connected to shut down the motor.

2.7.5 Insulation Materials

Insulation shall include, as a minimum, the following components:

- **Turn insulation.** Multiple build coating turn insulation of polyamide, polyimide or a combination of both over polyester, or equivalent;
- **Slot Liner.** Slot liner extending at least one-quarter inch past each end of the slot;
- **Separator.** Center strip or separator between the top and bottom coil sides in a slot;
- **Wedge.** A top piece to hold the coils in the slot (where needed, a bottom filling piece shall be used to make up any extra space in the slot); and,
- **Phase Barriers.** Phase barriers between end turns of different phases (these shall be trimmed to permit clear airflow).

2.7.6 End Turns

The end turns shall be fully compacted so that there are no loose wires. Both sets of end turns, plus leads and jumpers, shall be laced tightly together so that each coil is tied securely to the two adjacent coils.

2.7.7 Connections

All connections shall be brazed with materials that will not be subject to corrosion in the specified operating environment. They shall have no sharp edges and shall be insulated.

2.7.8 Winding Test

Before impregnation, the winding shall be tested to verify that there are no wrong connections or shorted turns. This will include a surge comparison test, a high potential test, and winding resistance test using a Baker D12000 Hi-Pot and a Baker DLRO Tester or equivalent. Voltage used shall be as indicated in EASA Recommended Practices for the Repair of Rotating Electrical Apparatus or other standards approved by PCU. Any defects shall be corrected and retested before impregnating.

2.7.9 Impregnation

The rewound stator shall be impregnated in one of the following ways:

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- **Dip-and-Bake.** Double dip-and-bake cycle using resin or varnish and a temperature-controlled bake oven (baking times and temperatures shall be recorded in the Repairer's Tracking Form.)
- **Trickle.** A trickle epoxy or polyester treatment where the resin is poured into the end turns and slots of a vertically inclined stator, which has been heated with controlled electric current to assist in curing the resin.

2.8 ROUTINE OVERHAULS

2.8.1 Testing

After dismantling, the following procedure shall be followed:

- Winding and cooling ducts shall be cleaned, dried, and inspected.
- Winding insulation resistance shall be tested at 500 volts DC.
- The duration of the test shall be one minute. The minimum acceptable level after one minute, corrected to a 400C reference temperature per IEEE 43, is 20 megohms. Levels less than 20 megohms shall be discussed with the PCU.
- If satisfactory levels are not attained, the winding shall be re-cleaned and dried thoroughly at a temperature not exceeding 900C (1950F), and then retested.
- After successful insulation resistance to ground has been achieved, the winding shall be given a high potential or surge comparison test. Voltage level used shall be as indicated in EASA Recommended Practice for the Repair of Rotating Electrical Apparatus or other standards approved by PCU.

2.8.2 Cleaning

The components, including the stator windings, shall be cleaned with hot water and a suitable detergent after heavy deposits of dirt and grease have been removed by scraping and wiping. If necessary, brushes shall be used to clean small passages in components.

Solvents shall not be used to clean insulation but may be used on mechanical components of the motor. All components shall be thoroughly dried at a temperature less than 900C (1950F), for as long as it takes to remove all signs of moisture. For windings, this will be indicated by the insulation resistance stabilizing after some hours of drying.

2.8.3 Repairs

After satisfactory insulation resistance has been attained, all loose or damaged wedges, slot sticks, coil supports etc., shall be replaced or repaired. The winding shall then be

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given a minimum of two dip-and-bakes using a Class H or higher-grade varnish. Immersion and baking times shall be sufficient to penetrate any cracks and give a sealed durable finish to the insulation. The repairer shall notify PCU if a dip-and-bake is undesirable.

2.8.4 Other

The routine overhaul of other parts of the motor shall return the parts to good condition.

2.8.5 Reassembly

The assembly of the motor after overhaul is covered in Specifications, Section 2.15.

2.9 ROTOR TEST AND REPAIR

2.9.1 Testing

All rotors shall be given a test for damaged bars, whether the motor is suspect in this area or not. This test shall apply a stable single-phase voltage to the stator of the assembled motor while the shaft is slowly turned through at least one revolution. Any fluctuations of stator current in excess of three percent (3%) shall be investigated further. Other methods may be used if the stator winding is faulty, and it can be shown that they have a good record of detecting faults. For motors where electrical or mechanical problems with the rotor are suspected, more sophisticated tests shall be used. These include one or more of the following:

- Growler tests;
- Current analysis or vibration analysis of a loaded motor;
- Physical examination;
- Ultrasonic examination of the bars and end rings; and,
- Core loss tests (axial current thorough shaft).

2.9.2 Fabricated Cage Repair

Since repair of squirrel cages can be expensive, no work shall be done in this area without prior approval from PCU.

2.9.3 Cage Replacement

For cage replacement, the conductive, metallurgical and strength characteristics of both the bar and end ring materials shall be determined and duplicated. Since changing the

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rotor resistance or density has major effects on the motor performance, no change in these is permitted without PCU approval.

Any parts that are to be reused shall be cleaned and examined for defects.

2.9.4 Testing

After fabrication, the joints shall be examined and tested by ultrasonic or comparable means.

2.9.5 Balance

The rotor shall be dynamically balanced to the tolerances listed in Specifications, Section 2.14 of these specifications.

2.9.6 Cast Rotor Repair

A defective cast cage shall not be repaired without prior authorization from PCU. The method of repair shall be to remove the old cage by chemical means, without damaging the laminations, followed by re-barring with extruded, aluminum bars and duplicate cast aluminum end rings to give the same cage resistance as before.

2.9.7 Iron Repairs

If tests or observation indicate that the laminations have been damaged, they shall be repaired or replaced with new laminations. Care shall be taken to ensure a consistent air gap.

2.10 SHAFT REPAIR

2.10.1 General

If any tests indicates that there may be a shaft problem, it shall be tested and repaired or replaced. If there is any risk or uncertainty in the proposed repair method, this shall be discussed with PCU prior to proceeding.

2.10.2 Requirements

When the work is completed, the shaft shall meet the following criteria:

- **Total Indicated Runout.** It shall be straight, with a Total Indicated Runout (TIR) when measured in V blocks, of no more than 0.051 mm (0.002 inch) for up to 41.3 mm (1.625 inch) shaft diameter and no more than 0.003 inch for larger diameters.
- **No Cracks.** The shaft shall have no cracks. Ultrasonic, magnetic particle, dye penetrant or other testing methods may be needed to verify this.
- **Straightness.** The shaft shall be straight, parallel and undamaged at the bearing areas.
- **Journal Repairs.** Make journal repairs by welding or plating, followed by machining and grinding, with fit as specified in Specifications, Section 2.11.4.
- **Fit To Rotor.** The shaft shall be a tight fit to the rotor iron. If there is looseness, the shaft shall be built up and turned for proper interference fit or shall be replaced.
- **Shaft Material.** New shafts shall be machined from AISI Gr. C1045 hot rolled steel or better. For special applications, the successful Vendor shall consult with the manufacturer and report recommendations to PCU.
- **Tolerances.** Shaft extension dimension tolerances shall be within the limits specified in NEMA MG-1, Motors and Generators sections.

2.11 ANTI-FRICTION BEARINGS

2.11.1 New Bearings

Anti-friction bearings shall always be replaced. **New bearings shall be SKF or Timken brand premium, unless otherwise approved by PCU.** If the bearing type, size, sealing, shielding or configuration is changed, this shall be noted on a supplemental nameplate. If the original bearing race showed pitting from shaft current, the causes and remedy for this shall be discussed with PCU.

2.11.2 Shielding, Sealing

If the method of shielding, sealing or lubricating is to be changed, it shall be approved by PCU.

2.11.3 Clearance

Unless otherwise specified by the manufacturer or PCU, C3 clearance bearings shall be used for all bearings.

2.11.4 Tolerances

Fitting tolerances to the journals and housings shall be per manufacturer' s specifications. Out of tolerance fits shall be restored. (Reference ANSI/ABMA Std. 7 as a guide. Always use the most current version.)

2.11.5 Heating

The bearing shall be heated, without use of direct flame, to approximately 940C (2000F) to permit it to be slid easily onto the shaft up to the shoulder. Bearings with bores under 45mm may be press fit.

2.11.6 Grease

Greaseable bearings shall be lubricated as specified in the EASA Recommended Practice for the Repair of Rotating Electrical Apparatus or other standards approved by PCU. Lubrication shall be in accordance with the motor manufacturer's recommendations if available. Otherwise fill the cavity to 1/3 capacity. The lubricant shall be compatible with the lubricant packed by the bearing manufacturer.

2.11.7 Insulated Bearings

Insulated bearing resistance shall be at least 10 megohms. Voltage applied from the megohmmeter should not exceed 500 VDC. Alternately a 1 15VAC test lamp may be used. No light should be visible from the lamp filament. (Reference IEEE 112-1996, Specifications, Section 9.4.3. or EASA AR100-1998; always use the most current version)

2.12 END BRACKETS

2.12.1 Requirements

End brackets shall fit snugly to the stator frame. Worn dowel holes and rabbet fits shall be repaired.

2.12.2 Tolerances

See Specifications, Section 2.11.4 for the fit of the outer diameter of anti-friction bearings to housings.

2.12.3 Repairs

Repairs to end bracket-bearing housings shall be by building up the metal and machining to size. Welding, plating and sleeving are the accepted methods. Epoxies and other compounds shall not be used for locking bearings.

2.13 OTHER DEVICES

2.13.1 Fans

- Fans shall be checked for cracks and fit to the shaft or rotor.
- Fans shall be firmly fixed to the shaft or rotor by the original factory method, unless there has been corrosion between dissimilar metals, in which case a new method shall be proposed to PCU.
- Welding to the shaft is not permitted.
- Repairs to fans shall only be done after discussion with PCU.
- New fans shall be as supplied by the original manufacturer if available.
- Fans used in motors for use in hazardous locations shall be made of material that will not cause sparking, either by impact or by buildup of static electricity.

2.13.2 Temperature Sensors

Temperature sensors shall be installed in the motor as originally found or as otherwise specified by PCU.

- **Bearing.** Bearing sensors shall be of the same type as those removed and shall be located to sense, as nearly as possible, the highest bearing temperature. If the original bearing sensor was insulated, the replacement shall also be insulated.
- **Winding.** Sensor type shall be the same as the original and will usually be in the end turns.

2.13.3 Leads

Leads shall be flexible and multistranded and have at least the same cross sectional area as the original leads. Temperature class must be the same as original or better. Main power and accessory leads shall be indelibly marked using the same marking systems as the incoming motor. If this is illegible, then the system described in NEMA MG-1, Motors and Generators, shall be used and a notice describing the system attached to the terminal box. Every effort shall be made to keep the original direction of rotation.

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Lugs, if used, shall be suited for the application and have all cable strands in the lug. No cable strands may be cut off or bent back to facilitate insertion in the lug.

If crimp lugs are used, the correct make and style of die shall be used for the lug, and the correct compression applied.

2.13.4 Terminal Boxes

Terminal boxes shall be returned to original condition. In particular, the following items must be confirmed.

- Missing bolts and gaskets for both the cover and the motor-to-box joint shall be replaced.
- On motors certified for hazardous environments, the junction boxes shall be sealed off from the main body of the motor by a sealing compound approved by UL for this application.
- Damaged flanges shall be repaired. No paint or gaskets shall be left on the flanges of boxes for explosion-proof motors.

2.13.5 Space Heaters

Space heaters shall be tested for insulation resistance for one minute at 500 volts. A 10-megohm minimum resistance is acceptable. They shall be tested for correct functioning.

2.13.6 Vibration Sensors

Vibration sensors shall be replaced in their original locations.

2.14 BALANCING

The motor rotor shall be dynamically balanced in a balance stand before assembly of the motor. An IRD 5000-pound dynamic balancer or equal will be used for every motor repair and reported to PCU. Balance criteria include the following:

- **Half key.** It shall be balanced with a half key in the keyway.
- **Tolerance G1 (ISO 1940-1).** Generally, the permitted total imbalance is $i5W/N/2$ = oz in/plane where W is weight of rotor in pounds and N is operating speed in RPM. (426 W/N/2 gin. in/plane)
- **Tolerance G1 (ISO 1940-1).** Two Pole rotors should be balanced to $6W/n/2$ = oz in./plane. (170.4 W/n/2 gin. in/plane)

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- **Material removal.** If material is removed, structural integrity and fan capacity shall be maintained.
- **Added material.** Added material shall be able to withstand the centrifugal forces and be positioned either in the manufacturer's designated positions and locked in place or positioned in a location where centrifugal force will tend to keep the material in place. Weights may be attached to metallic parts only.

2.15 REASSEMBLY

The assembly of the motor is the reverse of the disassembly process, and the following points shall be observed:

- Match marks shall line up.
- On reinsertion of the rotor, take care not to damage the journals or the stator windings. Cranes, slings, and extension pipes shall be used on heavy rotors. Check axial alignment of stator and rotor cores.
- Dowels and fitted bolts shall go back into the same holes that they came from.
- Where they can be measured, all air gaps shall be within 10 percent of the average.
- On motors with insulated bearings, the insulation shall be checked and noted. (See Specifications, Section 2.11.7)
- On vertical motors, the lift on the shaft shall be the same as the original manufacturer's setting, unless PCU and the successful Vendor agree that a modified setting would give better performance.
- Motors for use in hazardous environments shall have all the explosion-proof features maintained and verified in accord with UL674.

2.16 FINAL TESTS

2.16.1 Insulation

Prior to running, the motor shall be given an insulation resistance test to ground in the following manner:

For rewound motors, a DC high potential test shall be conducted at 1700 VDC for motors to be powered by less than 250VAC service voltage. Motors to be powered between 250VAC and 600VAC service voltage shall be tested at 1700VDC plus 3.4 times the machine's voltage rating, e.g., 3264VDC for a 460VAC machine. Readings corrected to 400C, which are less than 20 megohms, shall be discussed with PCU. The successful Vendor must test the equipment on a Baker D12000 Hi-Pot Tester or

equivalent to perform these tests and shall print out results and attach to each job tracker.

2.16.2 Running Test

After the insulation tests, the motor shall be run at no load at full terminal voltage, with either a half key or a half coupling, on the shaft. If the motor uses an external oil supply and removal system in normal use, a similar system shall be arranged for the test. The test shall determine that:

- **No Load Amps.** No load current unbalance at balanced rated voltage shall be less than 2 percent.
- **Vibration.** Horizontal, vertical, and axial readings shall be taken at each bearing and results recorded for PCU' s review. The successful Vendor shall record vibration of motor with motor bolted down to an isolated test stand installed in repairer's shop for accurate readings.
- **Temperature Rises.** Temperature rises after levels stabilize shall be within normal limits on the frame and bearings.
- **Shipment.** At the completion of the test, the motor shall be painted as specified by PCU, and prepared for shipment. Any lubricant and coolant inlets and outlets shall be plugged and masked before painting and shipping. Any special precautions or preparations that should be noted before powering the motor shall be indicated on a tag.
- **Testing.** All motors shall be done with a Hubbell Hipotronics Motor Tester or equivalent and be capable of printing out no-load running amps, voltage, vibration, and bearing temperature for each motor repair. Tester shall be able to run AC motors up to 480-volts.

3. Motor Control Specification Quality Control

3.1 MEASURING INSTRUMENTS

3.1.1 Calibration

All measuring instruments shall be calibrated regularly. The calibration records shall be available for PCU inspection. Minimum frequency of calibration shall be annually, except:

- **Insulation Testers.** Insulation resistance testers—every six months to a known resistance;

Bid 23-310, Motor Repair Services

- **Dimension Meters.** Micrometers, vernier calipers and other dimension measuring devices—every six months against a minimum grade AA gauge block set; and,
- **Bore Gauges.** Bore gauges shall be calibrated to a certified standard before and after each use.

3.1.2 Storage

All measuring equipment shall be stored in a clean dry environment.

3.2 MATERIALS

3.2.1 Anti-Friction Bearings

Anti-friction bearings shall be replaced with new SKF or Timken brand or approved equal with PCU. Bearings shall be stored in their factory packaging in a clean, dry, location. The location shall be isolated from any vibration strong enough to be felt by hand.

3.2.2 Solid Insulation

Insulating materials such as slot liners, tapes and phase insulation shall be used and shall meet or exceed the temperature class H rating and shall be compatible with the resins used.

Specifications for the materials shall be obtained from the material supplier and kept for checking their suitability for the application.

3.2.3 Resins and Varnishes

The manufacturer' s material specifications for resins and varnishes shall be kept on file, to permit checking for correct storage, handling and usage.

A sample shall have been taken and analyzed to be satisfactory within three months of its being used on a motor.

3.2.4 Other Materials

Other materials shall be new and of good quality. In particular, the following shall be confirmed:

Bid 23-310, Motor Repair Services

- **Lead Wires.** Lead wires shall be multi-stranded and flexible with insulation meeting or exceeding the temperature and voltage class of the motor.
- **Magnet Wire.** Magnet wire for random-wound motors shall be compatible with the other insulation system components and shall be insulated with a polyamide, polyimide or a combination of both, over a polyester base coat, or equivalent. Any wire damaged in storage or working shall be replaced. The manufacturer's specifications for the insulation shall be kept on file for reference. Inverter grade wire rated 1600-volts shall be used on all motors regardless of if the motor is run off a variable frequency drive.

3.3 TESTS AND INSPECTION DURING WORK

3.3.1 Records

Records shall be kept of all tests and inspections carried out during the work. Signed copies of these records shall be shipped in original form, at the same time as the motor, to PCU. The successful Vendor shall keep all records for a period of not less than 3 years from date of repair.

3.3.2 Access

PCU should always have access to the successful Vendor's repair facilities that work is being done during work hours, for the purposes of checking progress and inspecting the work.

3.4 FINAL INSPECTION AND TEST

For all motors over 100 HP, or when PCU specifies, PCU shall be informed when the final inspection and testing of the motor is to take place. PCU shall have the right to be present for tests on any motors. In emergency cases, tests will not be held up waiting for PCU representatives, but every effort shall be made to keep PCU informed so that they can be present if possible.

If motors, variable frequency drives or soft starts controllers or any other equipment the vendor works on for the County are deemed un-repairable due to excessive damage then the vendor is to give a cost comparison of the repair vs. a new purchase (to be determined by PCU).

3.5 Purchase of new parts and equipment

Parts for motors and electrical components for manual and automatic motor operation, or equipment such as, but not limited to, motors, variable frequency drives and soft starts controllers will need to be purchased from the successful Vendor, outside of repair or replacement.

Bid 23-310, Motor Repair Services

Bid Sheet

(Submittal Page)

Item Number	Description	Hourly Rate/ Unit Price (A)	Estimated Annual Quantity (B)	Estimated Annual Total (A x B)
1	Regular In-Shop Hourly Rate	\$ 70.00	1,500 hours	\$ 105,000.00
2	Regular Field Service Hourly Rate	\$ 95.00	160 hours	\$ 15,200.00
3	Flat Rate for Motor Teardown/Inspection (TDI)	\$ 150.00	50 each	\$ 7,500.00
Grand Total (Sum of Items 1 -3) – Basis of Award				\$ 127,700.00

Materials and parts will be billed at no more than cost plus ten (10) percent mark-up.

Replacement motors, spare motors and other equipment will be billed at no more than cost plus five (5) percent mark-up.

Purchase price and the mark-up price must be shown on the invoice.
Please see Special Conditions, Item #14.

Overtime and Emergency Work Hours will be billed at no more than one and a half (1.5) times the regular hourly rate. Any overtime must be pre-approved by the County Project Manager.

Mader Electric Inc.

BIDDER NAME

April 10, 2023

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

ADDENDUM # 1

Bid 23-310, Motor Repair Services

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions and answers received.

To receive a copy of **Bid 20-561 Annual Contract**, please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**Bid 23-310 Motor Repair Services.zip**", select "Open" or "Save As" to download Bid 23-310 Annual Contract. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Ari Goldstein

Ari Goldstein

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature	<u><i>Paul Rademaker</i></u>
Printed Name:	<u>Paul Rademaker</u>
Title:	<u>Vice President</u>
Company:	<u>Mader Electric Inc.</u>

Bid 23-310, Motor Repair Services Addendum # 1

QUESTIONS AND ANSWERS

Question 1: Would you please provide a copy of the previous contract, who won it, and what their bid was?

Answer 1: A copy of Bid 20-561 Annual Contract, which includes the information requested, can be found on the County's FTP site. Please follow the directions on page 1 of this addendum to download a copy of the previous annual contract, Bid 20-561, Motor Repair Services. This is for informational purposes only and will not be incorporated into the award of this bid.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

MADER ELECTRIC INC.

2 Business name/disregarded entity name, if different from above

MOTORHEADS N' CONTROL GEEKS

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6115 31st STREET EAST

Requester's name and address (optional)

6 City, state, and ZIP code

BRADENTON, FL 34203

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

OR

Employer identification number

3 6 - 4 9 2 0 6 8 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶

Haren Jeffries

Date ▶

1/17/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

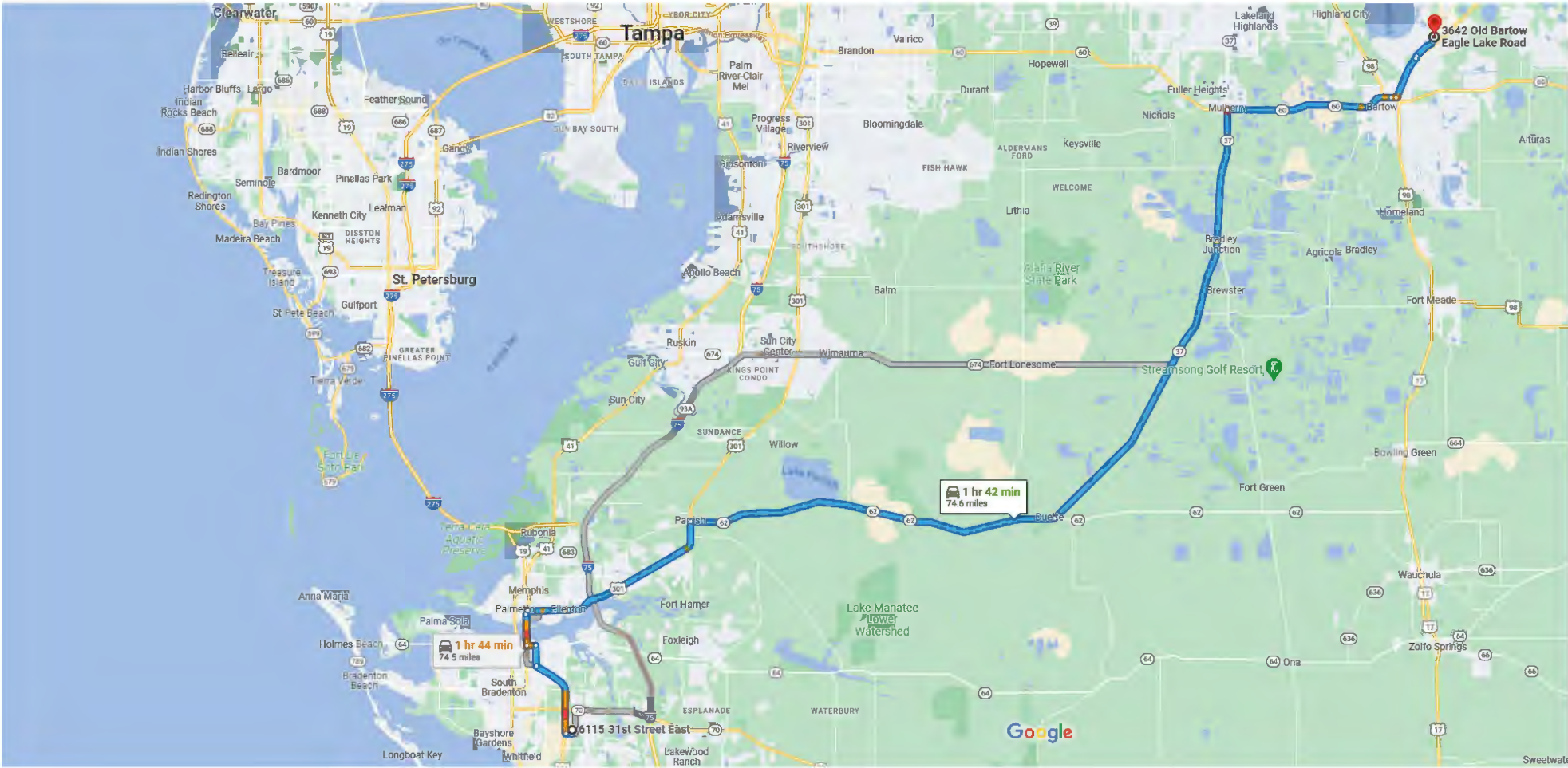
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Google Maps 6115 31st Street East, Bradenton, FL to 3642 Old Bartow Eagle Lake Rd

Drive 74.6 miles, 1 hr 42 min



Map data ©2023 INEGI, Google 2 mi

6115 31st St E
Bradenton, FL 34203

Take 31st St E to 63rd Ave E/Saunders Rd

- ↑

1. Head south toward 62nd Ave E

58 sec (0.2 mi)
- ↘

2. Turn right onto 62nd Ave E

131 ft
- ↙

3. Turn left at the 1st cross street onto 31st St E

66 ft
- 0.2 mi

UL Product iQ®



PTKQ.E471437 - Motors and Generators, Rebuilt for Use in Hazardous Locations

Motors and Generators, Rebuilt for Use in Hazardous Locations

See General Information for Motors and Generators, Rebuilt for Use in Hazardous Locations

MADER ELECTRIC INC
7260 15TH STREET E
SARASOTA, FL 34243 USA

E471437

Last Updated on 2014-12-16

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Feedback

3/1/2023



To whom it may concern,

My name is Ricky Fullington, and I am the water treatment plant supervisor at the City of Bradenton WTP. I have personally known Mader Electric, Inc. in Bradenton for many years. They have proven themselves worthy and are in high esteem as a valuable vendor for the city. We have continuously called upon their services over many years during my tenure at the city. Mader Electric has demonstrated a level of excellence in rebuilding my motors and pumps. Furthermore, they have been exceptional when it comes to representing themselves onsite for field service work. Over the years Mader Electric has pulled many of my rotating equipment in the plant. They are professional and very detailed oriented. The repairs come back in "as new" condition and their start up and commissioning of the equipment is always spot on. Mader Electric has been instrumental in supplying me with variable frequency drives up to 500HP, rebuilding my sedimentation rakes, mixers, rebuilding & updating control panels along with fabrication and machine work. I highly recommend Mader Electric to any municipality that is interested in partnering with this company.

Sincerely,
Ricky Fullington
941-290-9344

Similar Work References

Bid 23-310

Provide at least three (3) unique references for similar work that your company has completed.

Entity Name: City of Apopka	
How the scope of work applies to this RFQ: Rehabilitation of Wells #1 and #4	
Entity Address: 748 E. Cleveland Street	
City, State, ZIP: Apopka, FL. 32703	Phone Number: 407-703-1731
Point of Contact: Daniel Ribnikar	E-mail: dribnikar@apopka.net

Entity Name: City of Auburndale	
How the scope of work applies to this RFQ: Rehabilitation of Clarifiers #1 and #2	
Entity Address: 1300 Recker Hwy.	
City, State, ZIP: Auburndale, FL. 33823	Phone Number: 863-965-5511
Point of Contact: John Dickson	E-mail: jdickson@auburndalefl.com

Entity Name: Manatee County Utilities	
How the scope of work applies to this RFQ: Vertical Turbine Pump Repair	
Entity Address: 5101 65th Street West	
City, State, ZIP: Bradenton, FL. 34206	Phone Number: 941-357-6258
Point of Contact: Melissa Dickey	E-mail: melissa.dickey@mymanatee.org

To Whom It May Concern,

From my professional standpoint with 37 years in the maintenance field I highly recommend Mader Electric Inc. . Not only are they very versatile with their machining services, pump repair, and motor repair, but the quality of work and quick turn around is second to none. They have assisted me several times with resolving a machine breakdown crisis. The convenience of coming to pick-up the item, making the repair, and then return delivering right to my shop is second to none. In the food packaging business when a machine is down it cost hundreds of dollars per minute and having someone to be able to call on any time of the day or night like Mader Electric is top notch!! The only thing better is the customer service with Ms. Karen Jeffries and Ms. Chuggy Lowery.

I highly recommend them,

Sincerely,

Dan Sumner

941-742-3443

Packaging Maintenance Planner/Scheduler

Carton Filling Division

Tropicana Brands Group

Bradenton Facility

To whom it may concern,

2/7/2023

Mader Electric has performed numerous repairs and projects at our facility. Below is a list of the services they have provided and continue to provide.

- Motor rebuilds, rewinds AC/DC 20 to 150 HP
- Emergency electrical service, trouble shooting, wiring, PLC programming and installation of AC and DC Drives.
- HVAC installation and maintenance.
- Construction of interior offices.
- Follows our safety guidelines very well.
- 24/7 emergency service.

Reese Matthews 941-224-3116

Purchasing and Maintenance



Bid 23-310 **Motor Repair Services**

RESUMES OF KEY INDIVIDUALS

Name of Individual: John Miller

Title and/or Position: GM - Shop manager

Indicate if individual is authorized to sign contracts on behalf of the Firm: Yes

Name of Company	Office Location	City of Residence	Years of Experience in Field	Years with this Firm
Mader Electric	Bradenton	Parrish	37	1
Education / Certifications / Registration High School Diploma, Certified Motor Winder.				
Describe Related Experience Within the Last 5 Years and your SPECIFIC ROLE ☐ This Firm ☐ Previous Firm				
Project Descriptions – I have been in motor repairs in Florida the past 36 years. I have been at Mader Electric in Sarasota, Mader Motors in Tampa, and now back to Mader Electric in Bradenton. I was responsible for administering the Polk County Contract while running Mader Motors in Tampa for the length of the contract.				
Project Descriptions – Project manager of similar county contracts within the state of Florida for 36 years. Again, I have personally managed this same contract and thoroughly know the workings of Polk County and their personnel.				
Project Descriptions – During my 17 years of managing Mader Motors in Tampa, I managed dozens of motor and pump repair contracts. That is my strength and that is what I bring to the table as Mader Electric's new GM/Shop Manager.				
Description of Equipment/Hardware Software Familiarity and Significant Accomplishments I am a certified winding with years of bench experience. I am capable of handling field services especially push/pulls involving laser alignment or field balancing. I am well adapted to handle the fast paced world of motor/pump repairs with a large municipality like Polk County.				

Bid 23-310 **Motor Repair Services**

RESUMES OF KEY INDIVIDUALS

Name of Individual: Paul Rademaker

Title and/or Position: VP - Sales

Indicate if individual is authorized to sign contracts on behalf of the Firm: Yes

Name of Company	Office Location	City of Residence	Years of Experience in Field	Years with this Firm
Mader Electric	Bradenton	Bradenton	38	22

Education / Certifications / Registration

College Graduate BS - Management/Marketing

Describe Related Experience Within the Last 5 Years and your SPECIFIC ROLE ☐ This Firm ☐ Previous Firm

Project Descriptions – I have been in motor repairs in Florida the past 34 years. I have been at Mader Electric/CEC Motor and Utility Services/Flanders Electric/Innovative Motor Systems. I am well trained and familiar with these contracts.

Project Descriptions – Project manager of similar county contracts within the state of Florida for 34 years.

Project Descriptions – Also managed lift station rehabilitation projects along with system automation projects.

Description of Equipment/Hardware Software Familiarity and Significant Accomplishments

All brands of Variable Speed Drives and PLCs. Motors/pumps is my specialty.

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 MADER ELECTRIC, INC., 6115 31st Street East, Bradenton, Florida 34203, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to utilize that Motor Repair Services Agreement between Polk County and the CONTRACTOR, dated May 19, 2023, attached hereto as **Exhibit “A”** and made a binding part hereof by this reference, hereinafter referred to as “Cooperative Contract” which was competitively solicited for and negotiated by the Polk County through Bid Number 23-310; 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 be through April 30, 2024, with an automatic renewal of two (2) one (1) year terms unless terminated in accordance herewith.

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

CONTRACTOR: Mader Electric, Inc.
6115 31st Street 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 18. 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

John Miller

Print: JOHN MILLER

Title: GENERAL MANAGER

STATE OF FLORIDA

COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of John Miller, as General Manager, of MAJOR Electric 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 Driver License as identification, and who ~~did~~/did not take an oath this 12 day of July, 2023.

(stamp)

Paul Redemaker
NOTARY PUBLIC



Paul Redemaker
Notary Public
State of Florida
Comm# HH131718
Expires 5/20/2025

Exhibit “A”
Cooperative Contract between the
Polk County and
Mader Electric, Inc.

Bid Notice

Polk County, a political subdivision of the State of Florida, requests the submittal of bids from vendors that are interested in providing all labor, equipment, materials, supplies and supervision necessary to perform motor repair services including but not limited to inspections, testing, and maintenance at various water treatment and wastewater treatment plants located throughout Polk County as described herein. Sealed bids must be received in the Procurement Division, prior to the due date and time listed below.

Bid Number and Title: 23-310, Motor Repair Services

Description: Provide all labor, equipment, materials, supplies and supervision necessary to perform motor repair services including but not limited to inspections, testing, and maintenance at various water treatment and wastewater treatment plants located throughout Polk County

Receiving Period: Wednesday, April 26, 2023, prior to 2:00 p.m.

Bid Opening: Wednesday, April 26, 2023, 2:00 p.m.

Special Instructions: N/A

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Questions regarding this bid should be in writing and should reference the above Bid. Submit all questions to Ari Goldstein, Senior Procurement Analyst, via email at arigoldstein@polk-county.net or via fax at (863) 534-6789 by 4:00 p.m.; Monday, April 17, 2023.

Bid Registration

You must register using this form in order to receive notice of any addenda to these documents. Please email or fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number: 23-310

Bid Title: Motor Repair Services

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each bid that you are registering for.

Company Name: Mader Electric Inc.

Contact Name: Paul Rademaker

Mailing Address: 6115 31St East

City: Bradenton

State: FL.

Zip Code: 34203

Phone Number: 941-351-5858

Email: prademaker@maderelectricinc.com

Bid Submittal Instructions

Respondents must submit one (1) original copy of the bid submittal prior to 2:00 p.m. on the bid receiving date. Bids must be submitted in a "sealed" parcel or electronically through Polk County's secure website, Kiteworks. Bids will be publicly opened at 2:00 p.m. on receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel bid, please cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

Sealed Bid. DO NOT OPEN	
Sealed Bid Number	23-310
Bid Title	Motor Repair Services
Due Date/Time:	April 26, 2023, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Sealed parcel bids may be mailed, express mailed or hand delivered. It is the Bidders responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Bids delivered at 2:00 p.m. or later will not be accepted.

Electronic Bid Submittal:

If you are interested in submitting your bid electronically bidders may do so via the County's secure electronic submittal website, Kiteworks. Bidders must email arigoldstein@polk-county.net at least 48 hours prior to bid opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for bid sheets. Please use the naming conventions for your files as follows:

For PDF documents "Bid 23-310 – Title of Document"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for Bid Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Procurement recommends that bidders submitting electronically double check the documents submitted into Kiteworks to ensure all requested information and bid sheet have been uploaded. Failure to upload the completed bid sheet will result in the bid submittal being deemed nonresponsive.

Statement of No Bid

Bid # 23-310, Motor Repair Services

If you do not intend to submit a bid, please complete the information below and return to the Procurement Division via fax or e-mail. If returning by mail, please be sure the bid number and title are clearly marked on the front of the envelope.

- ☐ Insufficient time to respond
- ☐ Do not offer this product
- ☐ Specifications unclear
- ☐ Specifications too restrictive
- ☐ Unable to meet specifications
- ☐ Unable to meet bond/insurance requirements
- ☐ Schedule would not permit us to perform
- ☐ Other (please specify): _____

Company Name: _____

Telephone Number: _____

Date: _____

Signature: _____

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Bidder Instructions and General Information

Bidder Instructions:

To ensure acceptance of the bid, follow these instructions:

Bid Documents Must Be Delivered to The Procurement Division Prior to 2:00 p.m. On The Date Specified. There Will Be No Exceptions.

1. **Execution of Bid:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **No Bid:** Bidders not interested in submitting a bid should return a "no bid," with an indication of the reason for no bid and the interest in future bid solicitations.
3. **Bid Opening:** It is the responsibility of the bidder to assure that their bid is delivered or submitted electronically at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. If multiple bids are submitted by the same vendor, Procurement will only open the most recently dated submittal. Bids, which for any reason are not so delivered, will not be considered. **Bid Submittal Forms Using Facsimile or Email Will Not Be Accepted.**

Note: In accordance with Florida Statute 119.071, a listing of vendors that provide a bid submittal shall be posted to the County's website at <https://www.polk-county.net/procurement/bidstatus>. The sealed bids shall remain exempt from disclosure, including bid amounts, until recommendation of award or 30 days after bid opening, whichever event occurs first.

Should the Procurement Director reject all bids, before the recommendation of award or 30 days after bid opening, and concurrently provide notice of the County's intent to reissue the bid, the rejected bids will remain exempt from Florida Statute 119.07 until such time as the County provides notice of recommendation of award of the reissued bid or until the County withdraws the reissued bid. The bid is not exempt for longer than 12 months after the notice of rejection of all bids.

4. **County as Gatekeeper of Documents:** This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the bidder should not rely on such sources for information regarding the solicitation.
5. **Taxes:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of the bid.
6. **Discounts:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid

Bid 23-310, Motor Repair Services

evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

7. **Mistakes:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
8. **Invoicing and Payment:** The successful bidder shall submit an invoice to the County at the prices bid. **An original invoice shall be submitted to the appropriate User Division.** The bidder shall include the bid number and/or the purchase order number on all invoices. By submitting an invoice, Bidder's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Bidders performance of the Service or the County's acceptance of any work.
9. **Conflict of Interest:** All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the County or any of their agencies. Furthermore, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.
10. **Warranty:** Unless otherwise specified, the bidder agrees that the goods furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable goods, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.
11. **Addendum:** Any changes in the bid shall be made in the form of a written addendum by the Procurement Director or his representative. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet should be signed and submitted with your bid submittal.
12. **Liability:** The vendor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
13. **Patents and Royalties:** The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process or article manufactured or used in the performance of the bid, including its use by the County. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.

14. **Cone of Silence:** Bidders and any prospective bidders shall not contact, communicate with or discuss any matter relating in any way to this Bid with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated in the Procurement Division. This prohibition begins with the issuance of the Bid and ends upon award or execution of the final contract. Any such communication initiated by a bidder or prospective bidder shall be grounds for disqualifying the offender from consideration for an award pursuant to this bid and for bids or contracts to be awarded pursuant to RFPs, or Requests for Bid that the County may issue in the future.

15. **Bid Protest:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All bidders who bid will be sent a Notice of Recommended Award, unless only one bid was received.

A copy of the bid protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/procurement/protest-procedures>.

"Failure to Follow Bid Protest Procedure Requirements Within the Time Frames Prescribed Herein as Established by Polk County, Florida, Shall Constitute a Waiver of Your Protest and Any Resulting Claim."

16. **Indemnification:** Vendor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Vendor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees; provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.
17. **Public Entity:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public

Bid 23-310, Motor Repair Services

work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this bid, the bidder hereby certifies that they have complied with said statute.

18. **Preference for Drug Free Workplace:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
19. **Sealed Bids:** All bid submittals must be completed and submitted either in a sealed parcel or submitted electronically. **(If Submitting a Sealed Parcel Bid, Please Do Not Include More Than One Bid Submittal Per Envelope.)** The original bid submittal(s) shall be submitted on the forms provided by Polk County. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.
20. **Prices, Terms and Payment:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within Polk County. Discount time will be computed from the date of satisfactory delivery at place of acceptance. Prices bid shall be firm for forty-five (45) days.
21. **Safety Standards:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and carry evidence of Underwriters Laboratories' Listings (UL).
22. **Packaging:** All containers shall be suitable for storage or shipment, and all prices should include standard commercial packaging.
23. **Meets Specifications:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid) unless otherwise specified in the specifications. The bidder represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Bidder shall strictly adhere to delivery specifications.
24. **Silence of Specifications:** The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
25. **Governmental Restrictions:** In the event that any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid prior to delivery, it shall be the responsibility of the supplier to notify the Procurement Division at once.

Bid 23-310, Motor Repair Services

Their letter shall indicate the specific regulation, which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments, or to cancel the contract at no expense to the County.

26. **Toxic Substances: Notice of successful vendor(s) to provide to Polk County toxic substances (As listed in Chapter 442, Appendix "G" of the FS) if applicable.**
- Chapter 442 of the FS states that manufacturers, importers or distributors of any toxic substance shall prepare and provide each direct purchaser of such toxic substance with Material Safety Data Sheet(s), herein referred to as MSDS, which to the best of the manufacturer's, importer's or distributor's knowledge, is current, accurate and complete based on information then reasonably available to the manufacturer, importer or distributor. Upon notification of a new or revised MSDS the manufacturer, importer or distributor, on a timely basis not to exceed three (3) months after notification, shall provide the County with the revised information as it becomes available to the manufacturer, importer or distributor.
 - Failure to provide the MSDS, when applicable, shall be cause for rejection of bid.
27. **Inspection, Acceptance and Title:** Inspection and acceptance will be at the designated facility unless otherwise indicated. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County, unless loss or damage results from negligence by the County.
28. **Samples:** Samples of items, when called for, must be furnished free of expense and may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Samples of successful bidder's items may remain on file with Procurement for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the Procurement Division shall dispose of the samples.
29. **Code of Ethics:** If any bidder violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work, goods, or services for the County.

General Information

1. Definitions:

- The term "County" means the Polk County, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
- The term "Contract" means this bid document, any and all Addenda issued, and the Contractors bid submittal.

Bid 23-310, Motor Repair Services

- The term "Vendor", "Contractor" means the successful bidder(s) who executes a contract with the County.
2. **Award(s):** As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the Special Conditions; to reject all bids or waive any minor irregularities or technicalities in bids received. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:
 - Vendor's evaluation – quality of performance on previous projects.
 - The ability, capacity, equipment and skill of the bidder to fulfill the contract.
 - Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
 - The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
 - The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
 - The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
 - The ability of the bidder to provide future maintenance and service, as required or needed.
 - The number and scope of conditions attached to the bid.
 3. **Effective Date:** The date of issuance of a Notice to Commence by the County Procurement Division.
 4. **Local Preference:** It is the policy of the Board of County Commissioners to afford local preference to Polk County entities in the award of bids. Preference shall be administered in accordance with the following:

When bids are received that do not exceed \$3,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 2% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than \$3,000,000.00 but do not exceed \$5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 1% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the

Bid 23-310, Motor Repair Services

lowest-price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than \$5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within .5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

For purposes of this provision the term "Polk County entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day-to-day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows local preference, the County will adhere to those requirements by not applying this section.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

5. **Vendor Preference:** It is the policy of the Board of County Commissioners to afford vendor preference to women or minority owned entities in the award of bids. Preference shall be administered in accordance with the following:

When sealed bids are received that do not exceed \$3,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 2% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than \$3,000,000.00 but do not exceed \$5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 1% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than \$5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk

Bid 23-310, Motor Repair Services

County, and a price is offered by a women or minority owned entity that is within .5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

The term "Women or Minority Owned Entity" means any business having at least 51% ownership by women or minority group members who independently control the management and day-to-day operations of the firm. Group members are Females, African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, and Asian-Indian Americans.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows this form of preference, the County will adhere to those requirements by not applying this section.

This policy in no way supersedes the Local Preference Policy.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

6. **Non-Conformance to Bid Conditions:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
7. **Assignment:** Any purchase order issued pursuant to this bid and the monies which may become due herein are not assignable except with the prior written approval of the Procurement Director.
8. **Disputes:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.
9. **Facilities:** The County reserves the right to inspect the bidder's facilities at any time, with prior notice.
10. **Placing of Orders:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Division.
11. **Precedence:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
12. **Additions/Revisions/Deletions:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.

13. **Termination/Suspension:** The County may terminate the Contract resulting from this Bid at any time, in whole or in part, in accordance with and subject to the following:
- a. The County may terminate the Contract for the County's convenience by delivering 30 days' prior written notice of termination to the Contractor.
 - b. The County may terminate the Contract immediately if the User Division determines that the Contractor is in material default of its Contract obligations, has notified the Contractor of such default by delivering a Vendor Complaint Form to the Contractor specifically describing the basis of the complaint and the conditions of the Contractor's default, and ten (10) days have passed since the Contractor's receipt of the Vendor Complaint Form without all defaults as described therein having been fully corrected. Notwithstanding anything to the contrary contained herein, the County may terminate the Contract immediately, without notice or any opportunity to cure, if the services rendered for the Contract cause or threaten endangerment to public health, safety or welfare.
 - c. Upon receipt of any termination notice as described above, the Contractor shall:
 - Immediately discontinue all work unless the County's notice directs otherwise, and
 - Deliver to the County any and all data, reports, summaries, and all other information and materials of any type or nature whatsoever, whether completed or in process, the Contractor may have accumulated or generated in the course of performing the work of the Contract.
 - d. In the event this Bid and/or the resulting Contract is terminated due to the Contractor's material default which is not cured within the allotted time period as described above, the Procurement Director may also suspend or debar the Contractor in accordance with the Suspension and Debarment Section of the County Procurement Procedures Manual. 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 the Bid and/or the resulting Contract.
14. **Cancellation:** All annual bid obligations shall prevail for at least one hundred eighty (180) days after effective date of the bid, unless bid conditions are breached as specified herein. After that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (30) days prior notice in writing to the other party. The County reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the County. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the Procurement Director may cancel the bid immediately.
15. **Price Adjustments:** Any price decrease executed during the Contract period, either by reason of market change or on the part of the contractor to other customers, shall be passed on to the County.

16. **Manufacturer's Names and Approved Equivalents:** Any manufacturer's names, trade names or brand names are for information only and are not intended to limit competition. The bidder may offer any brand for which they are an authorized representative that meets or exceeds the specification for any item(s). If bids/proposals are based on equivalent products, indication should be made on the bid/proposal form of the manufacturer's name and number. Bidders shall submit with their bid/proposal, cuts, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specification(s) and not be considered an exception thereto. Bids/proposals lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Procurement Division shall be notified of any proposed changes in the following:

- (i) materials used;
- (ii) manufacturing process; and
- (iii) construction.

Changes shall not be binding upon the County unless evidenced by a Change Notice issued and signed by the Procurement Director.

17. **Plans and Specifications:** The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on, are hereby made a part of the purchase order by reference hereto.
18. **Performance and Payment Bond:** If a bond is required, it will be called out in the Special Conditions section of the bid. The vendor shall furnish a performance and payment bond, in an amount equal to the amount awarded, as security for the faithful performance and payment of all the vendor's obligations under the bid documents. The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the bid documents. All bonds shall be in the form prescribed by the bid document except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.
19. **Annual Appropriations:** The vendor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory

only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

20. **Price Increase:** The Procurement Director reserves the right to increase/decrease price after the bid has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases/decreases will be determined by the Consumer Price Index (CPI-U) unless otherwise stated in the Special Conditions.
21. **Uncontrollable Forces (Force Majeure):** Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

In the event of default by the successful Bidder, the County reserves the right to utilize the next lowest Bidder as the new Awardee when the default occurs within the first term of the bid. Should this occur, the next lowest Bidder will be required to provide the bid items at the prices as noted on their bid submittal.

22. **Unauthorized Alien(s):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by

the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "Affidavit Certification Immigration Laws."

23. Employment Eligibility Verification (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

24. Attorney's Fees and Costs: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

25. Public Records Law.

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not

release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(i) keep and maintain public records required by the County to perform the services required under this Agreement;

(ii) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(iv) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIAISON OFFICER

POLK COUNTY

330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7527

EMAIL: RMLO@POLK-COUNTY.NET

26. Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

- (i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.
- (ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:
 - (a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
 - (b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
 - (c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - (d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.
- (iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

- (i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- (ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

27. **No Construction Against Drafter:** The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

Bid 23-310, Motor Repair Services

Signature Acknowledgement

(Submittal Page)

To Polk County, a Political Subdivision of the State of Florida

Date: 04/03/23

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tender's final payment to the bidder.

Vendor Name: Mader Electric Inc.

Mailing Address: 6115 31st Street East

City: Bradenton

State: FL

Zip Code: 34203

(Area Code) Telephone Number: 941-351-5858

Toll Free Number: _____

Email Address: prademaker@maderelectricinc.com

Authorized Signature: Paul Rademaker

Name: Paul Rademaker

Title: Vice President

This bid may be used by any other Government Agency. ☒ YES ☐ NO ☐ N/A

Bid 23-310, Motor Repair Services

Bidders Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Mader Electric Inc.

DBA/Fictitious Name (if applicable): _____

TIN #: 36-4920688

Address: 6115 31st Street East

City: Bradenton

State: FL

Zip Code: 34203

County: Manatee

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Paul Rademaker

Phone Number: 941-351-5858

Cell Phone Number: 941-915-5313

Email Address: prademaker@maderelectricinc.com

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☒ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: Florida

The Successful Vendor must complete and submit this form prior to award. The Successful Vendor must invoice using the company name listed above.

Drug-Free Workplace Form

(Submittal Page)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that, (Name of the Business): Mader Electric Inc. does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor Signature: Paul Rademaker

Date: 04/03/23

Bid 23-310, Motor Repair Services

Non-Collusion Affidavit of Prime Bidder

(Submittal Page)

State of Florida

County of Manatee

John Miller being first duly sworn, deposes and says that:

1. He - She is General Manager of Mader Electric Inc, the Bidder that has submitted the attached Bid;
2. He - She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed: *John Miller*

State of: Florida

County of: Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of April, 2023, by John Miller (name) as General Manager (title of officer) of Mader Electric Inc (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: *Paul Rademaker*

Printed Name of Notary Public: Paul Rademaker

Notary Commission Number and Expiration: _____ (AFFIX NOTARY SEAL)



Paul Rademaker
Notary Public
State of Florida
Comm# HH131718
Expires 5/20/2025

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Bid 23-310, Motor Repair Services

Insurance Requirements

The successful vendor shall purchase and maintain in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W. Church St., Bartow, Florida 33830. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). Commercial General Liability Insurance \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and workers' compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

Each Certificate of Insurance must list the Certificate Holder as:

Polk County, a political subdivision of the State of Florida

330 W Church St, Room 150

Bartow, FL 33830

Certificates of Insurance for policies requiring additional insured status and/or the waiver of subrogation must include notations that these requirements apply. In addition, the Vendor shall supply to the County copies of the endorsements to verify these requirements.

The Vendor must provide, or cause to be provided, the County with 30 days' prior written notice regarding the cancellation, suspension, or non-renewal of or material change to any policy.

All Certificates of Insurance must be submitted on ACORD 25 forms.

The Vendor must submit updated Certificates of Insurance to the County upon the expiration of or material change to any policy.

Bid 23-310, Motor Repair Services

Insurance

(Submittal Page)

By signing below, the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in this Bid.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (General policy)
- Polk County will be named as an additional insured for automobile liability and general liability
- The General Liability and Workers Compensation policy will contain waiver of subrogation in favor of Polk County

Company Name: Mader Electric Inc

Bidder Signature: Paul Rademaker

Safety Requirements/Regulations

1.0 All Bidders are required to submit, with their Bid Proposal, the Safety Requirements/Regulations form. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the County Safety Officer, Risk Management, at (863) 534-5267.

1.1 The Vendor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Vendor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock out/Tag Out of Hazardous Energy. All Vendors are required to comply with OSHA Standards regardless of the number of employees they may have.

1.2 A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Vendor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists, or from one or more practices, means, methods, operations, or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

Bid 23-310, Motor Repair Services

First violation: correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.

Second violation: may result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Vendor to additional contract time or compensation.

Liquidated damages provision will remain in full force and effect.

Third violation: this may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

1.3 Should the work site be in a hazardous area, the County shall furnish the Vendor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Vendor in the planning of a safe work site.

1.4 The Vendor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the County.

1.5 The Vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Vendor's superintendent unless otherwise designated in writing by the Vendor to the County. All communications to the superintendent shall be as binding as if given to the Vendor.

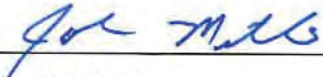
Safety Requirements/Regulations Form

Bidder must sign and have notarized:

The undersigned bidder hereby certifies that they fully understand the safety requirements/regulation provisions and will comply.

Dated this 5 day of April, 2023

Name of Firm Mader Electric Inc.

By John Miller 

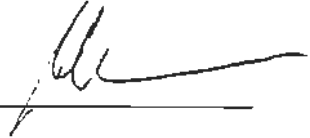
Title of Person Signing: General Manager

(SEAL)

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of April, 2023, by John Miller (name) as General Manager (title of officer) of Mader Electric Inc. (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Paul Rademaker 

Printed Name of Notary Public: Paul Rademaker

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)



Paul Rademaker
Notary Public
State of Florida
Comm# HH131718
Expires 5/20/2025

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Mader Electric Inc.

Signature: *John Miller*

Title: General Manager

Date: April 5, 2023

State of: FL

County of: Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of April, 2023, by John Miller (name) as GM (title of officer) of Mader Electric Inc (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: *Paul Rademaker*

Printed Name of Notary Public: Paul Rademaker

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)



Paul Rademaker
Notary Public
State of Florida
Comm# HH131718
Expires 5/20/2025

Special Conditions

1. Award will be made to up to the three (3) lowest responsive bidders based on overall low bid for all items combined. Bidders must bid on all items for the bid to be considered responsive. All bid items should be bid at a fair and reasonable price; failure to do so may cause the bid to be non-responsive. The Procurement Director shall be the sole judge of what is fair and reasonable. The Procurement Director reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the County. Work will be distributed on the rotational basis, starting with the lowest bidder.
2. The period of performance for this bid is from the date of award through April 30, 2024 ("Termination Date"). This bid will automatically renew, extending the Termination Date, for two (2) one (1) year periods, unless otherwise terminated in accordance with General Information Items #13 and #14. If the County provides notice to the Vendor at least 30 days prior to the Termination Date that it has not put in place a new bid for the goods, then this Bid shall remain in effect on a month-to-month basis until terminated by written notice from the County Procurement Division to the Vendor, but not longer than four (4) months following the Termination Date.
3. **Performance of Work:** Portions of the work required under this bid may be performed by subcontractors. Should the successful vendor plan to use subcontractors from the beginning to perform the required work, the vendor must provide a list of subcontractors to the Procurement Division for approval prior to bid award. Should the successful vendor require subcontractors to perform any work during the course of the work assigned under this bid, the vendor must also provide a list of subcontractors to the Procurement Division for approval. The vendor shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for those acts any of them may be liable to the same extent as if they were employed by the vendor. All submittals required of the prime vendor shall also be required from the subcontractor. Any work performed by the successful vendor or sub-contracted out must meet all regulated deadlines.

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4. All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General Information, Item #20.
5. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at <https://www.polk-county.net/procurement/bids>. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.
6. Vendors must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful vendor.
7. The Successful Vendor must register in our Vendor Database if you have not already done so prior to the award of this bid. A purchase order cannot be issued to a vendor until they are registered. You may register at the following link: <https://www.polk-county.net/procurement/vendor-registration>.
8. Any additions, deletions, or modifications similar in cost or material after bid award will need to be signed off by both the user division and the successful vendor. Price for any additions, deletions, or modifications to the bid will be negotiated and agreed upon by both parties. All agreed upon additions, deletions, or modifications will also require the Procurement Director's (or designee) approval. If the addition, deletion, or modification is accepted, an amendment to the Bid award will be issued to the successful Bidder.
9. Bidders may attend the Bid Opening via conference call or in person. The conference bridge phone number to call in is (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all bidders will be posted to Procurement's website as soon as possible after bid opening.
All information read aloud is also posted with the respective bid, construction quote or RFP on the County's website: www.polk-county.net/procurement/bidstatus.
10. **Work Requests and Work Orders:** The Polk County Utilities (PCU) Project Manager (PM) or designee will contact the vendor when services are needed. The

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successful vendor will email back a work order proposal price within five (5) business days (except for emergency repair services, see Special Conditions Item #11 below). All work order proposals will include a not to exceed amount, scope of work, and number of days to complete the work. The not to exceed amount will be based on the awarded unit prices. If accepted, PCU will create a requisition with all attachments that include the work order proposal, not to exceed amount, and PCU approval email, and a purchase order will be issued for the not to exceed amount. All work orders will include a report of the findings from the specification required prior to the repair. If it is necessary for a work order to be revised, it will be requested to and approved by the PCU PM through an email. No work shall be performed on a work order until an approved work order email from the PCU PM or designee and a revised purchase order has been issued.

11. **Emergency Work Orders:** For emergency repair services, the vendor will need to email the PCU PM or designee back an emergency work order proposal that includes a not to exceed amount within eight (8) business hours. The vendor will need to start work upon receiving an approved email from the PCU PM or designee. PCU will create a requisition with all attachments after the work has begun and a purchase order for the emergency work order will be issued within two (2) business days. Emergency work hours will be billed at no more than one and half (1.5) times the regular hourly rate.
12. The County reserves the right to independently check the successful Vendor's equipment. Vendor's equipment shall be maintained to a standard to have minimal to no down time.
13. For any related services needed beyond what is on the bid sheet, PCU will request an "out of scope" quote/proposal from the Vendor and follow the process in Special Conditions Item #10.
14. Invoices are to be sent to the PCU invoice email address at pcuopinvoice@polk-county.net and will include a copy of the requested proposal/quote and the corresponding approval email. The successful Vendor will be required to submit a copy of their paid receipts as proof of purchase price with the invoice as well.

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Qualifications

All qualifications should be submitted with the bid or must be provided within three (3) business days upon request and prior to award.

1. Provide three (3) reference from clients, public or private, in which the bidder has performed similar size and scope services as the prime vendor within the last three (3) years. Each reference should include:
 - Client's business name
 - Current contact person's name
 - Client's telephone number
 - Client's address(es)
 - Client's email address
 - Period of performance (start and end date of the services)
 - Brief description of the services provided.
2. Submit a résumé of the person(s) who will be assigned to supervise work performed under this bid. The person must have at least two (2) consecutive years of motor repair experience on a full-time basis and be able to effectively communicate with PCU staff. All relevant experience must be listed on the résumé. The résumé should be provided with the bid submittal or must be provided before the award of the bid.
3. Due to emergency response time and the need for shop inspections, the successful Bidder's repair facility must be within a 100 miles' radius of the Polk County Utilities Warehouse at 3642 Old Bartow Eagle Lake Road, Bartow, FL 33830. Proof of distance should be provided with the bid submittal.
4. The successful Bidder must provide the UL listed Motors and Generators, Rebuilt for Use in Hazardous Locations certification for motor repair work (See Specifications Item 1.3). The certification should be in the successful bidder's name as it appears on the Signature Acknowledgement Form.

Specifications

1 Introduction

1.1 SCOPE

This repair specification lists the suggested minimum requirements for the repair and overhaul of low-voltage random-wound three-phase AC squirrel cage induction motors, which are sent for repair. It pertains to motors with anti-friction bearings (ball and roller) only.

1.2 INTENT

The intent of these repair specifications is to achieve a consistent, high-quality diagnosis, repair and/or overhaul of a motor, and to return it to good operating condition with minimum delay and cost. In the absence of specific instructions, the requirements will be to restore the motor to as-manufactured conditions.

1.3 REFERENCE DOCUMENTS

The references to be used in conjunction with these Specifications are the most current editions of the following:

UL	UL674 Electric Motors and Generators for use in Hazardous Locations
EASA	AR100-2015 Recommended Practice for the Repair of Rotating Electrical Apparatus
IEEE	IEEE Std. 43, Recommended Practice for Testing Insulation Resistance of Rotating Machinery
	IEEE Std. 112, IEEE Standard Test Procedure for Polyphase Induction Motors and Generators
ISO	ISO Std. 1940-1, Mechanical Vibration—Balance Quality Requirements of Rigid Rotors
NEMA	NEMA Std. MG-1, Motors and Generators
ABMA	ANSI/ABMA Std. 7, Shaft and Housing Fits for Metric Radial Ball and Roller Bearings

1.4 HAZARDOUS LOCATIONS

Motors intended for use in hazardous locations will have a nameplate to that effect. The repair work shall be done in a facility that has been certified by the Underwriters Laboratories to meet the requirements of UL674 Qualification of Facilities Engaged in the Repair of Electric Motors and Generators for use in Hazardous Locations.

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Subcontracting these services will be acceptable. If the explosion-proof characteristics of the motor are not to be maintained, then the nameplate shall be altered to reflect this, and the motor will no longer be considered suitable for use in hazardous areas.

1.5 GENERAL

1.5.1 Unavoidable Degradation

During the repair, if any damage is found which cannot be fully repaired, PCU's written approval is required before proceeding. Likewise, if any repair is indicated which may result in a permanent degradation of efficiency or other performance parameters, PCU's written approval is required before proceeding.

1.5.2 Operating Environment

If this motor operates in severe environmental conditions, it will be indicated on the accompanying motor repair form. No repair methods or materials may be used which make the motor more vulnerable to these conditions than it was as originally built.

1.5.3 If Powered by an Inverter

If " Powered by ASD", this motor is powered by a pulse-width-modulated inverter. The windings shall be sufficiently insulated and supported to withstand this type of power supply. Magnet wire must be of a design intended for inverter duty. The wire manufacturer and specification shall be reported to PCU. Quad wire rated for inverter duty will only be accepted.

2 Motor Repair Procedures

2.1 DOCUMENTATION

2.1.1 Repairs

Requirements for the work, checks, and tests are listed in the following sections.

2.1.2 Expanded Work Scope

If tests and inspections indicate problems beyond the initial scope of the listed repair, the successful Vendor will notify the PCU PM or designee prior to initiating an additional repair. A description of the necessary, additional repairs and related costs must be provided. Please see Special Conditions, Item #10.

2.2 INCOMING INSPECTION

On receipt of the motor, the successful Vendor shall do the initial tests set out below.

2.2.1 Intent

The intent of the initial tests shall be to determine and record the probable cause of failure, if any, to document certain pre-repair parameters, and to determine what work is required.

2.2.2 Visual

A visual inspection shall be made to assess the general conditions of the outside of the motor for cracks, broken welds, missing parts, etc.

2.2.3 Insulation to Ground

An insulation resistance test to ground shall be performed at a voltage suitable for the motor's voltage rating and the apparent condition of the motor. The testing shall be as follows:

- The initial test voltage shall be 500 volts DC.
- For motors where there is more than one winding, the insulation shall also be tested between windings, at the test voltage appropriate to the lower voltage winding, with other windings grounded. The duration of the insulation test shall be one (1) minute. The temperature shall be recorded.

2.2.4 Bearings

The shaft shall be manually rotated to check for any obvious problems with the bearings or shaft.

2.2.5 No Load Run

If possible, the motor shall be run on no load, at nameplate voltage and checked for balanced currents and vibration.

2.3 DISMANTLING

2.3.1 Identify Problem

After the incoming inspection, the motor shall be dismantled to the extent needed to either fully identify or repair the problem, or to do the specified overhaul.

2.3.2 Markings

End brackets and frames shall be clearly match-marked with numerals or letters.

2.3.3 Parts Storage

Bolts and small parts shall be stored in dedicated containers and parts from other jobs shall not be kept with them.

2.3.4 Insulated Bearings

If the motor has insulated bearings, note which, if any, have the insulation deliberately bridged. The insulation resistance of each insulated bearing shall be at least 10-megohms with a 500-volt DC test.

2.3.5 Dowels

If dowels or fitted bolts are used to ensure accurate fits, the location of these pieces shall be identified.

2.3.6 Explosion Proof

The successful Vendor or their subcontractor must be certified by UL for repair of explosion-proof motors. For motors certified for hazardous locations, extra care shall be taken to ensure that joints and flame paths are not damaged during the work. If damage requiring other than normal repair is found, PCU shall be notified before proceeding with repair.

2.3.7 Rotor Removal

For horizontal motors where the shaft rotor assembly is too heavy to be removed easily by hand, one or two cranes shall be used to move the shaft, with a close-fitting pipe

installed over one end of the shaft to act as a shaft extension. Attention shall be paid to the following:

- Care shall be taken that the slings do not damage the bearing surfaces or the rotor.
- Under no circumstances shall the stator windings be touched by any of the parts being moved.

2.4 VERTICAL MOTORS

Vertical motors shall be dismantled according to the manufacturer's instruction book. The assembly of vertical motors is critical. Particular attention shall be paid to, and records kept of:

- The amount of rotor lift (end play);
- The make and types of bearings, particularly the thrust bearings including orientation of thrust bearings;
- The arrangement of the thrust and guide bearings, including specially ground mating surfaces;
- The axial and radial clearances (fit) to the shaft and housing;
- The method of lubrication of both upper and lower bearings;
- The method of bearing insulation, if any; and
- Any other particular features of the motor configuration.

2.5 WINDING REMOVAL

2.5.1 General

For motors that are to be rewound, the core shall be stripped, cleaned, tested and repaired.

2.5.2 Take Data

Winding data shall be recorded so as to permit replicating original configuration. Winding data shall be kept on file by the successful Vendor for three (3) years.

2.5.3 Core Loss

A core loss test shall be done on all stators both before and after stripping and iron repair, to check for damaged interlaminar insulation. The tests shall be done at a flux density of 85,000 lines per square inch rms. Exciting current and watts loss shall be recorded each time, as well as a physical check carried out for hot spots. If data from previous tests are available, the results shall be compared. Testing at other flux

densities may be done if previous data is available. If hot spots exceed 15°C above the average temperature after 10 minutes, or losses are excessive overall either before or after stripping, the situation shall be discussed with PCU before proceeding further. For a core without any hot spots, the losses after stripping shall not be more than 10% higher than the pre-strip losses. To avoid misleading results, the second core loss test should not be done until the core has been cleaned and dried. The successful Vendor will own and maintain a core loss tester equivalent to or better than a Phenix Core Loss Tester.

2.5.4 Burn Out

The winding shall be burned out in a controlled temperature burnout oven where the part temperature is limited by means of fuel control and supplementary (water spray) cooling to 360C (6800F) for organic (C3) or 4000C (7500F) for inorganic (CS) interlaminar insulation. If a higher temperature is deemed necessary, repairer shall reference communication or documentation from the motor manufacturer indicating that the core iron can safely withstand the temperature.

2.5.5 Aluminum Frame

Frames may be chemically stripped if burnout facilities are not available. Other methods of stripping may only be used with PCU approval.

2.6 CORE PREPARATION

2.6.1 Cleaning

The stripped core shall be cleaned of all foreign material, such as insulation debris, and dried.

2.6.2 Iron Damage

All obvious iron damage, plus any problems indicated by the core loss tests, and significant frame damage, shall be reported to PCU before proceeding further.

2.6.3 Method of Repair

The method of repair to damaged cores shall be discussed with PCU and shall be chosen from the following:

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- **Grinding.** Selective grinding with a small sharp power tool.
- **Spray between laminates.** Separating laminations and re-insulating with spray-on inter-laminar insulation.
- **Mica between laminations.** Inserting split mica between the laminations.
- **Restacking.** Restacking, with deburred laminations and new interlaminar insulation.

2.6.4 Core Loss Test

A final core loss test shall be done as described in Specifications, Section 2.5.3 above.

2.7 REWINDS

2.7.1 Winding Details

The total cross-sectional area of a turn, the turns per coil, the span, and connection of the coils shall not be changed without authorization from PCU.

2.7.2 Thermal Class

Class H or higher system materials shall be used throughout. Windings which were originally Class F or lower shall be rewound with **Class H magnet wire and materials. Rated for Inverter Duty.**

2.7.3 Sensors

Temperature sensing devices shall be replaced with devices comparable to those previously used.

2.7.4 Explosion Proof

If the temperature class of the insulation of an explosion-proof motor has been increased, a temperature sensor shall be installed to monitor and limit the motor surface temperature to the original maximum external temperature. The motor shall be tagged with a warning to the operator that to maintain the hazardous area classification, the sensor must be connected to shut down the motor.

2.7.5 Insulation Materials

Insulation shall include, as a minimum, the following components:

- **Turn insulation.** Multiple build coating turn insulation of polyamide, polyimide or a combination of both over polyester, or equivalent;
- **Slot Liner.** Slot liner extending at least one-quarter inch past each end of the slot;
- **Separator.** Center strip or separator between the top and bottom coil sides in a slot;
- **Wedge.** A top piece to hold the coils in the slot (where needed, a bottom filling piece shall be used to make up any extra space in the slot); and,
- **Phase Barriers.** Phase barriers between end turns of different phases (these shall be trimmed to permit clear airflow).

2.7.6 End Turns

The end turns shall be fully compacted so that there are no loose wires. Both sets of end turns, plus leads and jumpers, shall be laced tightly together so that each coil is tied securely to the two adjacent coils.

2.7.7 Connections

All connections shall be brazed with materials that will not be subject to corrosion in the specified operating environment. They shall have no sharp edges and shall be insulated.

2.7.8 Winding Test

Before impregnation, the winding shall be tested to verify that there are no wrong connections or shorted turns. This will include a surge comparison test, a high potential test, and winding resistance test using a Baker D12000 Hi-Pot and a Baker DLRO Tester or equivalent. Voltage used shall be as indicated in EASA Recommended Practices for the Repair of Rotating Electrical Apparatus or other standards approved by PCU. Any defects shall be corrected and retested before impregnating.

2.7.9 Impregnation

The rewound stator shall be impregnated in one of the following ways:

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- **Dip-and-Bake.** Double dip-and-bake cycle using resin or varnish and a temperature-controlled bake oven (baking times and temperatures shall be recorded in the Repairer's Tracking Form.)
- **Trickle.** A trickle epoxy or polyester treatment where the resin is poured into the end turns and slots of a vertically inclined stator, which has been heated with controlled electric current to assist in curing the resin.

2.8 ROUTINE OVERHAULS

2.8.1 Testing

After dismantling, the following procedure shall be followed:

- Winding and cooling ducts shall be cleaned, dried, and inspected.
- Winding insulation resistance shall be tested at 500 volts DC.
- The duration of the test shall be one minute. The minimum acceptable level after one minute, corrected to a 400C reference temperature per IEEE 43, is 20 megohms. Levels less than 20 megohms shall be discussed with the PCU.
- If satisfactory levels are not attained, the winding shall be re-cleaned and dried thoroughly at a temperature not exceeding 900C (1950F), and then retested.
- After successful insulation resistance to ground has been achieved, the winding shall be given a high potential or surge comparison test. Voltage level used shall be as indicated in EASA Recommended Practice for the Repair of Rotating Electrical Apparatus or other standards approved by PCU.

2.8.2 Cleaning

The components, including the stator windings, shall be cleaned with hot water and a suitable detergent after heavy deposits of dirt and grease have been removed by scraping and wiping. If necessary, brushes shall be used to clean small passages in components.

Solvents shall not be used to clean insulation but may be used on mechanical components of the motor. All components shall be thoroughly dried at a temperature less than 900C (1950F), for as long as it takes to remove all signs of moisture. For windings, this will be indicated by the insulation resistance stabilizing after some hours of drying.

2.8.3 Repairs

After satisfactory insulation resistance has been attained, all loose or damaged wedges, slot sticks, coil supports etc., shall be replaced or repaired. The winding shall then be

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given a minimum of two dip-and-bakes using a Class H or higher-grade varnish. Immersion and baking times shall be sufficient to penetrate any cracks and give a sealed durable finish to the insulation. The repairer shall notify PCU if a dip-and-bake is undesirable.

2.8.4 Other

The routine overhaul of other parts of the motor shall return the parts to good condition.

2.8.5 Reassembly

The assembly of the motor after overhaul is covered in Specifications, Section 2.15.

2.9 ROTOR TEST AND REPAIR

2.9.1 Testing

All rotors shall be given a test for damaged bars, whether the motor is suspect in this area or not. This test shall apply a stable single-phase voltage to the stator of the assembled motor while the shaft is slowly turned through at least one revolution. Any fluctuations of stator current in excess of three percent (3%) shall be investigated further. Other methods may be used if the stator winding is faulty, and it can be shown that they have a good record of detecting faults. For motors where electrical or mechanical problems with the rotor are suspected, more sophisticated tests shall be used. These include one or more of the following:

- Growler tests;
- Current analysis or vibration analysis of a loaded motor;
- Physical examination;
- Ultrasonic examination of the bars and end rings; and,
- Core loss tests (axial current thorough shaft).

2.9.2 Fabricated Cage Repair

Since repair of squirrel cages can be expensive, no work shall be done in this area without prior approval from PCU.

2.9.3 Cage Replacement

For cage replacement, the conductive, metallurgical and strength characteristics of both the bar and end ring materials shall be determined and duplicated. Since changing the

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rotor resistance or density has major effects on the motor performance, no change in these is permitted without PCU approval.

Any parts that are to be reused shall be cleaned and examined for defects.

2.9.4 Testing

After fabrication, the joints shall be examined and tested by ultrasonic or comparable means.

2.9.5 Balance

The rotor shall be dynamically balanced to the tolerances listed in Specifications, Section 2.14 of these specifications.

2.9.6 Cast Rotor Repair

A defective cast cage shall not be repaired without prior authorization from PCU. The method of repair shall be to remove the old cage by chemical means, without damaging the laminations, followed by re-barring with extruded, aluminum bars and duplicate cast aluminum end rings to give the same cage resistance as before.

2.9.7 Iron Repairs

If tests or observation indicate that the laminations have been damaged, they shall be repaired or replaced with new laminations. Care shall be taken to ensure a consistent air gap.

2.10 SHAFT REPAIR

2.10.1 General

If any tests indicates that there may be a shaft problem, it shall be tested and repaired or replaced. If there is any risk or uncertainty in the proposed repair method, this shall be discussed with PCU prior to proceeding.

2.10.2 Requirements

When the work is completed, the shaft shall meet the following criteria:

- **Total Indicated Runout.** It shall be straight, with a Total Indicated Runout (TIR) when measured in V blocks, of no more than 0.051 mm (0.002 inch) for up to 41.3 mm (1.625 inch) shaft diameter and no more than 0.003 inch for larger diameters.
- **No Cracks.** The shaft shall have no cracks. Ultrasonic, magnetic particle, dye penetrant or other testing methods may be needed to verify this.
- **Straightness.** The shaft shall be straight, parallel and undamaged at the bearing areas.
- **Journal Repairs.** Make journal repairs by welding or plating, followed by machining and grinding, with fit as specified in Specifications, Section 2.11.4.
- **Fit To Rotor.** The shaft shall be a tight fit to the rotor iron. If there is looseness, the shaft shall be built up and turned for proper interference fit or shall be replaced.
- **Shaft Material.** New shafts shall be machined from AISI Gr. C1045 hot rolled steel or better. For special applications, the successful Vendor shall consult with the manufacturer and report recommendations to PCU.
- **Tolerances.** Shaft extension dimension tolerances shall be within the limits specified in NEMA MG-1, Motors and Generators sections.

2.11 ANTI-FRICTION BEARINGS

2.11.1 New Bearings

Anti-friction bearings shall always be replaced. **New bearings shall be SKF or Timken brand premium, unless otherwise approved by PCU.** If the bearing type, size, sealing, shielding or configuration is changed, this shall be noted on a supplemental nameplate. If the original bearing race showed pitting from shaft current, the causes and remedy for this shall be discussed with PCU.

2.11.2 Shielding, Sealing

If the method of shielding, sealing or lubricating is to be changed, it shall be approved by PCU.

2.11.3 Clearance

Unless otherwise specified by the manufacturer or PCU, C3 clearance bearings shall be used for all bearings.

2.11.4 Tolerances

Fitting tolerances to the journals and housings shall be per manufacturer' s specifications. Out of tolerance fits shall be restored. (Reference ANSI/ABMA Std. 7 as a guide. Always use the most current version.)

2.11.5 Heating

The bearing shall be heated, without use of direct flame, to approximately 940C (2000F) to permit it to be slid easily onto the shaft up to the shoulder. Bearings with bores under 45mm may be press fit.

2.11.6 Grease

Greaseable bearings shall be lubricated as specified in the EASA Recommended Practice for the Repair of Rotating Electrical Apparatus or other standards approved by PCU. Lubrication shall be in accordance with the motor manufacturer's recommendations if available. Otherwise fill the cavity to 1/3 capacity. The lubricant shall be compatible with the lubricant packed by the bearing manufacturer.

2.11.7 Insulated Bearings

Insulated bearing resistance shall be at least 10 megohms. Voltage applied from the megohmmeter should not exceed 500 VDC. Alternately a 1 15VAC test lamp may be used. No light should be visible from the lamp filament. (Reference IEEE 112-1996, Specifications, Section 9.4.3. or EASA AR100-1998; always use the most current version)

2.12 END BRACKETS

2.12.1 Requirements

End brackets shall fit snugly to the stator frame. Worn dowel holes and rabbet fits shall be repaired.

2.12.2 Tolerances

See Specifications, Section 2.11.4 for the fit of the outer diameter of anti-friction bearings to housings.

2.12.3 Repairs

Repairs to end bracket-bearing housings shall be by building up the metal and machining to size. Welding, plating and sleeving are the accepted methods. Epoxies and other compounds shall not be used for locking bearings.

2.13 OTHER DEVICES

2.13.1 Fans

- Fans shall be checked for cracks and fit to the shaft or rotor.
- Fans shall be firmly fixed to the shaft or rotor by the original factory method, unless there has been corrosion between dissimilar metals, in which case a new method shall be proposed to PCU.
- Welding to the shaft is not permitted.
- Repairs to fans shall only be done after discussion with PCU.
- New fans shall be as supplied by the original manufacturer if available.
- Fans used in motors for use in hazardous locations shall be made of material that will not cause sparking, either by impact or by buildup of static electricity.

2.13.2 Temperature Sensors

Temperature sensors shall be installed in the motor as originally found or as otherwise specified by PCU.

- **Bearing.** Bearing sensors shall be of the same type as those removed and shall be located to sense, as nearly as possible, the highest bearing temperature. If the original bearing sensor was insulated, the replacement shall also be insulated.
- **Winding.** Sensor type shall be the same as the original and will usually be in the end turns.

2.13.3 Leads

Leads shall be flexible and multistranded and have at least the same cross sectional area as the original leads. Temperature class must be the same as original or better. Main power and accessory leads shall be indelibly marked using the same marking systems as the incoming motor. If this is illegible, then the system described in NEMA MG-1, Motors and Generators, shall be used and a notice describing the system attached to the terminal box. Every effort shall be made to keep the original direction of rotation.

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Lugs, if used, shall be suited for the application and have all cable strands in the lug. No cable strands may be cut off or bent back to facilitate insertion in the lug.

If crimp lugs are used, the correct make and style of die shall be used for the lug, and the correct compression applied.

2.13.4 Terminal Boxes

Terminal boxes shall be returned to original condition. In particular, the following items must be confirmed.

- Missing bolts and gaskets for both the cover and the motor-to-box joint shall be replaced.
- On motors certified for hazardous environments, the junction boxes shall be sealed off from the main body of the motor by a sealing compound approved by UL for this application.
- Damaged flanges shall be repaired. No paint or gaskets shall be left on the flanges of boxes for explosion-proof motors.

2.13.5 Space Heaters

Space heaters shall be tested for insulation resistance for one minute at 500 volts. A 10-megohm minimum resistance is acceptable. They shall be tested for correct functioning.

2.13.6 Vibration Sensors

Vibration sensors shall be replaced in their original locations.

2.14 BALANCING

The motor rotor shall be dynamically balanced in a balance stand before assembly of the motor. An IRD 5000-pound dynamic balancer or equal will be used for every motor repair and reported to PCU. Balance criteria include the following:

- **Half key.** It shall be balanced with a half key in the keyway.
- **Tolerance G1 (ISO 1940-1).** Generally, the permitted total imbalance is $i5W/N/2$ = oz in/plane where W is weight of rotor in pounds and N is operating speed in RPM. (426 W/N/2 gin. in/plane)
- **Tolerance G1 (ISO 1940-1).** Two Pole rotors should be balanced to $6W/n/2$ = oz in./plane. (170.4 W/n/2 gin. in/plane)

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- **Material removal.** If material is removed, structural integrity and fan capacity shall be maintained.
- **Added material.** Added material shall be able to withstand the centrifugal forces and be positioned either in the manufacturer's designated positions and locked in place or positioned in a location where centrifugal force will tend to keep the material in place. Weights may be attached to metallic parts only.

2.15 REASSEMBLY

The assembly of the motor is the reverse of the disassembly process, and the following points shall be observed:

- Match marks shall line up.
- On reinsertion of the rotor, take care not to damage the journals or the stator windings. Cranes, slings, and extension pipes shall be used on heavy rotors. Check axial alignment of stator and rotor cores.
- Dowels and fitted bolts shall go back into the same holes that they came from.
- Where they can be measured, all air gaps shall be within 10 percent of the average.
- On motors with insulated bearings, the insulation shall be checked and noted. (See Specifications, Section 2.11.7)
- On vertical motors, the lift on the shaft shall be the same as the original manufacturer's setting, unless PCU and the successful Vendor agree that a modified setting would give better performance.
- Motors for use in hazardous environments shall have all the explosion-proof features maintained and verified in accord with UL674.

2.16 FINAL TESTS

2.16.1 Insulation

Prior to running, the motor shall be given an insulation resistance test to ground in the following manner:

For rewound motors, a DC high potential test shall be conducted at 1700 VDC for motors to be powered by less than 250VAC service voltage. Motors to be powered between 250VAC and 600VAC service voltage shall be tested at 1700VDC plus 3.4 times the machine's voltage rating, e.g., 3264VDC for a 460VAC machine. Readings corrected to 400C, which are less than 20 megohms, shall be discussed with PCU. The successful Vendor must test the equipment on a Baker D12000 Hi-Pot Tester or

equivalent to perform these tests and shall print out results and attach to each job tracker.

2.16.2 Running Test

After the insulation tests, the motor shall be run at no load at full terminal voltage, with either a half key or a half coupling, on the shaft. If the motor uses an external oil supply and removal system in normal use, a similar system shall be arranged for the test. The test shall determine that:

- **No Load Amps.** No load current unbalance at balanced rated voltage shall be less than 2 percent.
- **Vibration.** Horizontal, vertical, and axial readings shall be taken at each bearing and results recorded for PCU' s review. The successful Vendor shall record vibration of motor with motor bolted down to an isolated test stand installed in repairer's shop for accurate readings.
- **Temperature Rises.** Temperature rises after levels stabilize shall be within normal limits on the frame and bearings.
- **Shipment.** At the completion of the test, the motor shall be painted as specified by PCU, and prepared for shipment. Any lubricant and coolant inlets and outlets shall be plugged and masked before painting and shipping. Any special precautions or preparations that should be noted before powering the motor shall be indicated on a tag.
- **Testing.** All motors shall be done with a Hubbell Hipotronics Motor Tester or equivalent and be capable of printing out no-load running amps, voltage, vibration, and bearing temperature for each motor repair. Tester shall be able to run AC motors up to 480-volts.

3. Motor Control Specification Quality Control

3.1 MEASURING INSTRUMENTS

3.1.1 Calibration

All measuring instruments shall be calibrated regularly. The calibration records shall be available for PCU inspection. Minimum frequency of calibration shall be annually, except:

- **Insulation Testers.** Insulation resistance testers—every six months to a known resistance;

Bid 23-310, Motor Repair Services

- **Dimension Meters.** Micrometers, vernier calipers and other dimension measuring devices—every six months against a minimum grade AA gauge block set; and,
- **Bore Gauges.** Bore gauges shall be calibrated to a certified standard before and after each use.

3.1.2 Storage

All measuring equipment shall be stored in a clean dry environment.

3.2 MATERIALS

3.2.1 Anti-Friction Bearings

Anti-friction bearings shall be replaced with new SKF or Timken brand or approved equal with PCU. Bearings shall be stored in their factory packaging in a clean, dry, location. The location shall be isolated from any vibration strong enough to be felt by hand.

3.2.2 Solid Insulation

Insulating materials such as slot liners, tapes and phase insulation shall be used and shall meet or exceed the temperature class H rating and shall be compatible with the resins used.

Specifications for the materials shall be obtained from the material supplier and kept for checking their suitability for the application.

3.2.3 Resins and Varnishes

The manufacturer' s material specifications for resins and varnishes shall be kept on file, to permit checking for correct storage, handling and usage.

A sample shall have been taken and analyzed to be satisfactory within three months of its being used on a motor.

3.2.4 Other Materials

Other materials shall be new and of good quality. In particular, the following shall be confirmed:

Bid 23-310, Motor Repair Services

- **Lead Wires.** Lead wires shall be multi-stranded and flexible with insulation meeting or exceeding the temperature and voltage class of the motor.
- **Magnet Wire.** Magnet wire for random-wound motors shall be compatible with the other insulation system components and shall be insulated with a polyamide, polyimide or a combination of both, over a polyester base coat, or equivalent. Any wire damaged in storage or working shall be replaced. The manufacturer's specifications for the insulation shall be kept on file for reference. Inverter grade wire rated 1600-volts shall be used on all motors regardless of if the motor is run off a variable frequency drive.

3.3 TESTS AND INSPECTION DURING WORK

3.3.1 Records

Records shall be kept of all tests and inspections carried out during the work. Signed copies of these records shall be shipped in original form, at the same time as the motor, to PCU. The successful Vendor shall keep all records for a period of not less than 3 years from date of repair.

3.3.2 Access

PCU should always have access to the successful Vendor's repair facilities that work is being done during work hours, for the purposes of checking progress and inspecting the work.

3.4 FINAL INSPECTION AND TEST

For all motors over 100 HP, or when PCU specifies, PCU shall be informed when the final inspection and testing of the motor is to take place. PCU shall have the right to be present for tests on any motors. In emergency cases, tests will not be held up waiting for PCU representatives, but every effort shall be made to keep PCU informed so that they can be present if possible.

If motors, variable frequency drives or soft starts controllers or any other equipment the vendor works on for the County are deemed un-repairable due to excessive damage then the vendor is to give a cost comparison of the repair vs. a new purchase (to be determined by PCU).

3.5 Purchase of new parts and equipment

Parts for motors and electrical components for manual and automatic motor operation, or equipment such as, but not limited to, motors, variable frequency drives and soft starts controllers will need to be purchased from the successful Vendor, outside of repair or replacement.

Bid 23-310, Motor Repair Services

Bid Sheet

(Submittal Page)

Item Number	Description	Hourly Rate/ Unit Price (A)	Estimated Annual Quantity (B)	Estimated Annual Total (A x B)
1	Regular In-Shop Hourly Rate	\$ 70.00	1,500 hours	\$ 105,000.00
2	Regular Field Service Hourly Rate	\$ 95.00	160 hours	\$ 15,200.00
3	Flat Rate for Motor Teardown/Inspection (TDI)	\$ 150.00	50 each	\$ 7,500.00
Grand Total (Sum of Items 1 -3) – Basis of Award				\$ 127,700.00

Materials and parts will be billed at no more than cost plus ten (10) percent mark-up.

Replacement motors, spare motors and other equipment will be billed at no more than cost plus five (5) percent mark-up.

Purchase price and the mark-up price must be shown on the invoice.
Please see Special Conditions, Item #14.

Overtime and Emergency Work Hours will be billed at no more than one and a half (1.5) times the regular hourly rate. Any overtime must be pre-approved by the County Project Manager.

Mader Electric Inc.

BIDDER NAME

April 10, 2023

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

ADDENDUM # 1

Bid 23-310, Motor Repair Services

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions and answers received.

To receive a copy of **Bid 20-561 Annual Contract**, please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**Bid 23-310 Motor Repair Services.zip**", select "Open" or "Save As" to download Bid 23-310 Annual Contract. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Ari Goldstein

Ari Goldstein

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature	<u>Paul Rademaker</u>
Printed Name:	<u>Paul Rademaker</u>
Title:	<u>Vice President</u>
Company:	<u>Mader Electric Inc.</u>

Bid 23-310, Motor Repair Services Addendum # 1

QUESTIONS AND ANSWERS

Question 1: Would you please provide a copy of the previous contract, who won it, and what their bid was?

Answer 1: A copy of Bid 20-561 Annual Contract, which includes the information requested, can be found on the County's FTP site. Please follow the directions on page 1 of this addendum to download a copy of the previous annual contract, Bid 20-561, Motor Repair Services. This is for informational purposes only and will not be incorporated into the award of this bid.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

MADER ELECTRIC INC.

2 Business name/disregarded entity name, if different from above

MOTORHEADS N' CONTROL GEEKS

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6115 31st STREET EAST

Requester's name and address (optional)

6 City, state, and ZIP code

BRADENTON, FL 34203

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

OR

Employer identification number

3 6 - 4 9 2 0 6 8 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Haren Jeffries

Date ►

1/17/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

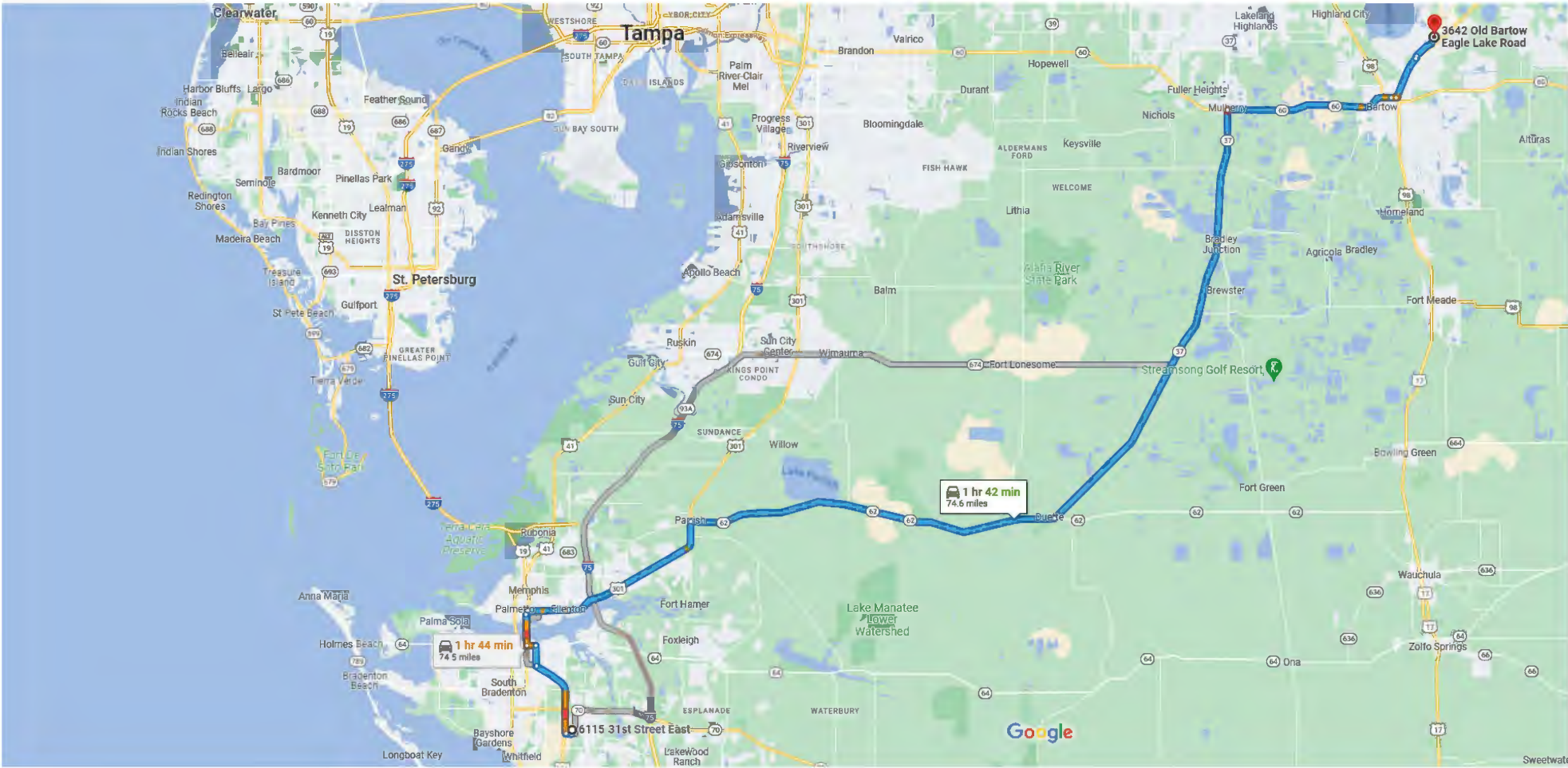
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Google Maps 6115 31st Street East, Bradenton, FL to 3642 Old Bartow Eagle Lake Rd

Drive 74.6 miles, 1 hr 42 min



Map data ©2023 INEGI, Google 2 mi

6115 31st St E
Bradenton, FL 34203

Take 31st St E to 63rd Ave E/Saunders Rd

- ↑ 1. Head south toward 62nd Ave E 58 sec (0.2 mi)
 - ➡ 2. Turn right onto 62nd Ave E 131 ft
 - ↩ 3. Turn left at the 1st cross street onto 31st St E 66 ft
- 0.2 mi

UL Product iQ®



PTKQ.E471437 - Motors and Generators, Rebuilt for Use in Hazardous Locations

Motors and Generators, Rebuilt for Use in Hazardous Locations

See General Information for Motors and Generators, Rebuilt for Use in Hazardous Locations

MADER ELECTRIC INC
7260 15TH STREET E
SARASOTA, FL 34243 USA

E471437

Last Updated on 2014-12-16

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3/1/2023



To whom it may concern,

My name is Ricky Fullington, and I am the water treatment plant supervisor at the City of Bradenton WTP. I have personally known Mader Electric, Inc. in Bradenton for many years. They have proven themselves worthy and are in high esteem as a valuable vendor for the city. We have continuously called upon their services over many years during my tenure at the city. Mader Electric has demonstrated a level of excellence in rebuilding my motors and pumps. Furthermore, they have been exceptional when it comes to representing themselves onsite for field service work. Over the years Mader Electric has pulled many of my rotating equipment in the plant. They are professional and very detailed oriented. The repairs come back in "as new" condition and their start up and commissioning of the equipment is always spot on. Mader Electric has been instrumental in supplying me with variable frequency drives up to 500HP, rebuilding my sedimentation rakes, mixers, rebuilding & updating control panels along with fabrication and machine work. I highly recommend Mader Electric to any municipality that is interested in partnering with this company.

Sincerely,
Ricky Fullington
941-290-9344

Similar Work References

Bid 23-310

Provide at least three (3) unique references for similar work that your company has completed.

Entity Name: City of Apopka	
How the scope of work applies to this RFQ: Rehabilitation of Wells #1 and #4	
Entity Address: 748 E. Cleveland Street	
City, State, ZIP: Apopka, FL. 32703	Phone Number: 407-703-1731
Point of Contact: Daniel Ribnikar	E-mail: dribnikar@apopka.net

Entity Name: City of Auburndale	
How the scope of work applies to this RFQ: Rehabilitation of Clarifiers #1 and #2	
Entity Address: 1300 Recker Hwy.	
City, State, ZIP: Auburndale, FL. 33823	Phone Number: 863-965-5511
Point of Contact: John Dickson	E-mail: jdickson@auburndalefl.com

Entity Name: Manatee County Utilities	
How the scope of work applies to this RFQ: Vertical Turbine Pump Repair	
Entity Address: 5101 65th Street West	
City, State, ZIP: Bradenton, FL. 34206	Phone Number: 941-357-6258
Point of Contact: Melissa Dickey	E-mail: melissa.dickey@mymanatee.org

To Whom It May Concern,

From my professional standpoint with 37 years in the maintenance field I highly recommend Mader Electric Inc. . Not only are they very versatile with their machining services, pump repair, and motor repair, but the quality of work and quick turn around is second to none. They have assisted me several times with resolving a machine breakdown crisis. The convenience of coming to pick-up the item, making the repair, and then return delivering right to my shop is second to none. In the food packaging business when a machine is down it cost hundreds of dollars per minute and having someone to be able to call on any time of the day or night like Mader Electric is top notch!! The only thing better is the customer service with Ms. Karen Jeffries and Ms. Chuggy Lowery.

I highly recommend them,

Sincerely,

Dan Sumner

941-742-3443

Packaging Maintenance Planner/Scheduler

Carton Filling Division

Tropicana Brands Group

Bradenton Facility

To whom it may concern,

2/7/2023

Mader Electric has performed numerous repairs and projects at our facility. Below is a list of the services they have provided and continue to provide.

- Motor rebuilds, rewinds AC/DC 20 to 150 HP
- Emergency electrical service, trouble shooting, wiring, PLC programming and installation of AC and DC Drives.
- HVAC installation and maintenance.
- Construction of interior offices.
- Follows our safety guidelines very well.
- 24/7 emergency service.

Reese Matthews 941-224-3116

Purchasing and Maintenance



Bid 23-310 **Motor Repair Services**

RESUMES OF KEY INDIVIDUALS

Name of Individual: John Miller

Title and/or Position: GM - Shop manager

Indicate if individual is authorized to sign contracts on behalf of the Firm: Yes

Name of Company	Office Location	City of Residence	Years of Experience in Field	Years with this Firm
Mader Electric	Bradenton	Parrish	37	1
Education / Certifications / Registration High School Diploma, Certified Motor Winder.				
Describe Related Experience Within the Last 5 Years and your SPECIFIC ROLE ☐ This Firm ☐ Previous Firm				
Project Descriptions – I have been in motor repairs in Florida the past 36 years. I have been at Mader Electric in Sarasota, Mader Motors in Tampa, and now back to Mader Electric in Bradenton. I was responsible for administering the Polk County Contract while running Mader Motors in Tampa for the length of the contract.				
Project Descriptions – Project manager of similar county contracts within the state of Florida for 36 years. Again, I have personally managed this same contract and thoroughly know the workings of Polk County and their personnel.				
Project Descriptions – During my 17 years of managing Mader Motors in Tampa, I managed dozens of motor and pump repair contracts. That is my strength and that is what I bring to the table as Mader Electric's new GM/Shop Manager.				
Description of Equipment/Hardware Software Familiarity and Significant Accomplishments I am a certified winding with years of bench experience. I am capable of handling field services especially push/pulls involving laser alignment or field balancing. I am well adapted to handle the fast paced world of motor/pump repairs with a large municipality like Polk County.				

Bid 23-310 **Motor Repair Services**

RESUMES OF KEY INDIVIDUALS

Name of Individual: Paul Rademaker

Title and/or Position: VP - Sales

Indicate if individual is authorized to sign contracts on behalf of the Firm: Yes

Name of Company	Office Location	City of Residence	Years of Experience in Field	Years with this Firm
Mader Electric	Bradenton	Bradenton	38	22
Education / Certifications / Registration College Graduate BS - Management/Marketing				
Describe Related Experience Within the Last 5 Years and your SPECIFIC ROLE ☐ This Firm ☐ Previous Firm Project Descriptions – I have been in motor repairs in Florida the past 34 years. I have been at Mader Electric/CEC Motor and Utility Services/Flanders Electric/Innovative Motor Systems. I am well trained and familiar with these contracts.				
Project Descriptions – Project manager of similar county contracts within the state of Florida for 34 years.				
Project Descriptions – Also managed lift station rehabilitation projects along with system automation projects.				
Description of Equipment/Hardware Software Familiarity and Significant Accomplishments All brands of Variable Speed Drives and PLCs. Motors/pumps is my specialty.				



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

DATE: July 18, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Amendment 1 to State Revolving Fund Loan Agreement WW351480, WWTP#1 Rehabilitation Project

Introduction:

This is a request for approval of State Revolving Fund (SRF) Amendment 1 to Loan Agreement WW351480. This is the amendment whereby the City will withdraw from a \$12M loan that was contemplated for use at Wastewater Treatment Plant No. 1 (WWTP#1).

Discussion:

The City decided to pursue an alternative, lower cost option for WWTP#1. Consequently, the \$12M SRF loan is not needed for this project. The amendment effectively annuls the loan agreement.

Budget Impact:

No budget impact.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

Council approve State Revolving Fund Amendment 1 to Loan Agreement WW351480, annulling the \$12M loan agreement.

Attachment(s):

1. Mount Dora - WW351480 A1 - Annulment

Prepared by: GEORGE MAREK, Interim Public Works Director
Reviewed by: GEORGE MAREK, Interim Public Works Director
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney

Approved - 6/15/2023
Approved - 7/5/2023
Approved - 7/11/2023

Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 7/11/2023
Final Approval - 7/12/2023

**STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT WW351480
CITY OF MOUNT DORA**

This amendment is executed by the FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION (the “Corporation”) and the CITY OF MOUNT DORA, FLORIDA, (the “Local Borrower”) existing as a local governmental agency under the laws of the State of Florida. Collectively, the Corporation, the Department and the Local Borrower shall be referred to as “Parties” or individually as “Party”.

WITNESSETH:

WHEREAS, the Corporation and the Local Borrower entered into a State Revolving Fund Loan Agreement, Number WW351480, dated May 18, 2022, authorizing a Loan amount of \$12,000,000, excluding Capitalized Interest; and

WHEREAS, the Local Borrower has requested to withdraw from the Agreement; and

WHEREAS, the Corporation has no objections to annulling the Agreement; and

This action does not preclude the Local Borrower from re-applying for financial assistance from the Corporation or the Department for this or any other project.

NOW, THEREFORE, the parties hereto agree that Loan Agreement WW351480 is hereby annulled.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 1 annulling Loan Agreement WW351480 may be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Corporation has caused this amendment to the Loan Agreement to be executed on its behalf by its Chief Executive Officer and the Local Borrower has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Chief Executive Officer of the Corporation.

for
FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION

Chief Executive Officer

Date

Reviewed and approved by the Corporate Secretary

for
CITY OF MOUNT DORA

Mayor

Attest:

Approved as to form and legal sufficiency:

City Clerk

City Attorney

SEAL

APPROVED AND ACCEPTED BY THE STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION.

Secretary or Designee



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

DATE: July 18, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution 2023-26**, Approval of the Urban County Cooperation Agreement with Lake County for the Community Development Block Grant Program

Introduction:

This is a request for City Council to approve the Urban County Cooperation Agreement between Lake County and the City of Mount Dora for Community Development Block Grants (CDBGs), the Home Investment Partnership (HOME) Program, and Emergency Solutions Grants (ESG).

Discussion:

The Housing and Community Development Act of 1974, allows for urban counties to enter into agreements with local governments to assist in several grant activities: Community Development Block Grants (CDBGs), the Home Investment Partnership (HOME) Program, and Emergency Solutions Grants (ESG). These are subject to the County being eligible to receive a HOME or ESG allocation. The attached agreement authorizes the County to submit for and receive CDBGs from the United States Department of Housing and Urban Development (HUD) for fiscal years 2023, 2024, and 2025, and all successive three-year qualification periods and shall further authorize inclusion of the City's population for the purposes of calculating and making CDBGs directly to the County. The County, at no cost to the City, provides staff resources and other services necessary to planning and administering the Community Development Program.

This is a continuation of the previous agreement approved on May 5, 2020, by Resolution No. 2020-67. This agreement was for FY 2021, 2022, and 2023 (ending in May 2023). There were no eligible grant programs and the City did not receive any program grant funds associated with the previous partnership. However, the continuation of this agreement could open future development or housing assistance activities (i.e. CDBG, HOME or ESG Programs). Further background on the County's programs can be found on their website:

<https://www.lakecountyfl.gov/housing/community-block-grant>

CDBG funds may be used for activities which include, but are not limited to:

- Acquisition of real property
- Relocation and demolition
- Rehabilitation of residential and non-residential structures
- Construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes
- Public services, within certain limits
- Activities relating to energy conservation and renewable energy resources
- Provision of assistance to profit-motivated businesses to carry out economic development and job creation/retention activities

Each activity must meet one of the following national objectives for the program: benefit low- and moderate-income persons, prevention or elimination of slums or blight, or address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available.

Generally, the following types of activities are ineligible:

- Acquisition, construction, or reconstruction of buildings for the general conduct of government
- Political activities
- Certain income payments
- Construction of new housing (with some exceptions)

Budget Impact:

N/A

Strategic Impact:

Redevelopment, affordable housing, quality of life for residents.

Recommendation:

City Council to approved Resolution No. 2023-26 for the Urban County Copperation Agreement with Lake County (CDBG Program) and authorize the Mayor's signature and transmit to Lake County.

Attachment(s):

1. Resolution 2023-26.CDBG Urban County Coop Agr.SGS
2. Exhibit A Urban County Cooperation Agreement (CBDG Program)

Prepared by: Adam Sumner, CRA Administrator

Reviewed by:	Vince Sandersfeld, Planning and Development Director	Approved - 6/29/2023
	Michele Janiszewski, Senior Planner	Approved - 7/5/2023
	Aneta Barton, Budget Director	Approved - 7/5/2023
	Sherry Sutphen, City Attorney	Approved - 7/11/2023
	Jeanann Hand, City Clerk	Approved - 7/11/2023
	Patrick Comiskey, City Manager	Final Approval - 7/12/2023

RESOLUTION NO. 2023-26

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE URBAN COUNTY COOPERATION AGREEMENT RELATING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; 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, under Title I of the Housing and Community Development Act of 1974, as amended (Title I), the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to communities in the elimination or prevention of slums or urban blight, or activities which will benefit low and moderate-income persons or other urgent community development needs; and

WHEREAS, Title I of the Housing and Community Development Act of 1974, as amended, provides federal funding to Lake County, Florida, for carrying out eligible community development activities; and

WHEREAS, the City of Mount Dora is interested in cooperating with Lake County to undertake, or assist in undertaking, community and housing assistance activities that benefit low and moderate, income persons in Mount Dora; and

WHEREAS, the City of Mount Dora has determined that participation in the Lake County Urban County Entitlement Community Development Block Grant Program will promote the health, safety and welfare of its citizens.

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 Agreement and Authorization to Execute. The Urban County Cooperation Agreement Relating to the Community Development Block Grant Program between Lake County, Florida and the City of Mount Dora, attached hereto as **Exhibit A**, is hereby approved. The Mayor, or a designee thereof, is authorized to execute The Urban County Cooperation Agreement Relating to the Community Development Block Grant

Program on behalf of the City of Mount Dora.

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 are deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the Urban County Cooperation Agreement Relating to the Community Block Grant Program, which is the subject of this Resolution, 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, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, the holding will in no way affect the validity of the remaining portions of this Resolution.

SECTION 8. Effective Date. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 2023.

CRISSY STILE
MAYOR of the City of Mount Dora

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

Exhibit "A"
Urban County Cooperation Agreement Relating to the
Community Development Block Grant Program
between the City of Mount Dora and Lake County, Florida

EXHIBIT A

URBAN COUNTY COOPERATION AGREEMENT RELATING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

This is an Urban County Cooperation Agreement between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, the "COUNTY," through its Board of County Commissioners, and the **City of Mount Dora**, a municipal corporation organized under the laws of the State of Florida, the "CITY," through its City Council.

WITNESSETH:

WHEREAS, the Housing and Community Development Act of 1974, as amended, makes provisions whereby urban counties may enter into cooperation agreements with certain units of local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants (CDBG), and, where applicable, the Home Investment Partnership (HOME) Program, if at such time the COUNTY should become eligible to receive a HOME allocation, all of which are collectively referred to hereafter as "CDBGs;" and

WHEREAS, the COUNTY has qualified as an "urban county" under United States Department of Housing and Urban Development's (HUD) definition in 24 CFR § 570.3 for Fiscal Years 2021, 2022, and 2023, and intends to re-qualify as an urban county for the next successive three-year periods as required by HUD, and

WHEREAS, the COUNTY has developed and received approval of their Consolidated Plan, required by 24 CFR § 570.302 and 24 CFR Part 91, which covers the use of grant funds received under the CDBG and HOME Programs, and

WHEREAS, the COUNTY has the authority to carry out the essential community development and housing activities in the unincorporated areas of Lake County and seeks through this Agreement the authority by the CITY to carry out essential community development and housing activities within the CITY, and

WHEREAS, it is the desire of the parties that the COUNTY undertake activities in its role as an urban county necessary to plan and carry out or assist in carrying out the Community Development Program through the implementation of its Consolidated Plan for the benefit of residents of Lake County in unincorporated areas and within the CITY's limits.

NOW, THEREFORE, in consideration of the mutual covenants, premises, and representations, the parties agree as follows:

Section 1. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this agreement upon adoption hereof.

Section 2. The CITY hereby authorizes the COUNTY to submit for and receive funding under the CDBG Entitlement Program and the HOME Program (CDBGs) from the HUD for fiscal years 2024, 2025, and 2026, and all successive three-year qualification periods thereafter. The CITY further authorizes the inclusion of the CITY'S population for the purposes of calculating and making CDBGs directly to the COUNTY.

Section 3. The COUNTY shall, at no cost to the CITY, provide staff resources and other services necessary for planning and administering the Community Development Program.

Section 4. The COUNTY and CITY hereby agree that this agreement covers the CDBG Entitlement Program and where applicable, and the HOME Program, collectively referred to herein as CDBGs.

Section 5. By executing this agreement, the CITY hereby states that it understands it:

A. May not apply for grants from appropriations under the State CDBG Program for the fiscal years during the period in which it is participating in the Urban County CDBG Program; and

B. May receive a formula allocation under the HOME Program only through the COUNTY. Thus, even if the COUNTY does not receive a HOME formula calculation, the CITY cannot form a HOME consortium with other local governments; provided, however, that this does not preclude the COUNTY or the CITY from applying to the State for HOME funds, if the State allows.

Section 6. The CITY hereby acknowledges that pursuant to 24 CFR 570.501(b) the CITY is subject to the same requirements as are applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.

Section 7. The COUNTY and the CITY do hereby agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities. The COUNTY will ensure that CITY officials and the citizens of the CITY have direct and frequent access to and influence on the process by which decisions are made concerning Community Development projects which either directly or indirectly affect the CITY through public hearing requirements as part of the Consolidated Planning process.

Section 8. The COUNTY and the CITY shall cooperate in the implementation of the approved Consolidated Plan during the period of the agreement for which the COUNTY qualifies as an urban county and for additional time as may be required for the expenditure of funds granted to the COUNTY for such period. The COUNTY has final responsibility for selecting CDBGs and filing the Consolidated Plan and annual Action Plans with HUD.

Section 9. With reference to the use of the CDBGs, funds to be received by the COUNTY, and including any program income generated from the expenditure of CDBGs, the COUNTY may either carry out the Community Development Program on behalf of the CITY or, in the event that the parties determine it is feasible for the CITY to perform any services in connection with the Community Development Program, the COUNTY may permit the CITY, through a separate written agreement, to carry out activities or projects in conformance with the COUNTY'S Community Development Program.

Section 10. The CITY does hereby agree to inform the COUNTY, in writing, of any income generated by the expenditure of CDBGs received by the CITY and that such program income must be paid to the COUNTY or may be retained by the CITY only if its use is defined in the separate agreement referenced in Section 9 above. The CITY agrees that any program income authorized to be retained under a separate agreement may only be used for eligible activities in accordance with all CDBG (and HOME, where applicable) requirements as may then apply.

Section 11. The parties agree that the COUNTY has the responsibility for monitoring and reporting to HUD on the use of any such program income thereby requiring appropriate record keeping and reporting by the CITY as required by 24 CFR 570.501 and 570.504. In the event the CITY closes out an income generating project or becomes eligible to receive CDBGs funds as an entitlement community, any program income on hand or received subsequent to the close out or change in status shall be paid to the COUNTY.

Section 12. The CITY shall not sell, trade, or otherwise transfer all or any portion of the CDBGs to another such metropolitan city, urban county, unit of general local government, or Indian Tribe, or insular area that directly or indirectly receives CDBGs in exchange for any other funds, credits or non-

federal considerations, but must use the CDBGs for activities eligible under Title I of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended.

Section 13. The CITY hereby agrees to notify the COUNTY, in writing, of any modification or change in use of real property from that planned at the time of acquisition or improvement with CDBGs including disposition. In the event property acquired or improved with CDBG funds is sold or transferred for a use which does not qualify under the CDBGs regulations, the COUNTY shall be reimbursed by the CITY an amount of the fair market value equal to the portion which CDBGs funds represented of the initial purchase price and improvements. All program income received by the COUNTY from the disposition or transfer or received from the income generating projects after the time when the CITY becomes an entitlement community shall be used for eligible activities within the COUNTY'S urban county program.

Section 14. The parties do hereby mutually commit to take all actions necessary to assure compliance with the COUNTY'S certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended. CDBGs will be conducted and administered by the parties in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1; the Fair Housing Act, and the implementation of the regulations at 24 CFR part 100; will and affirmatively furthering fair housing. The parties shall also comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 28 CFR part 35; Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35; the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; Section 3 of the Housing and Urban Development Act of 1968; and all other applicable laws.

Section 15. The parties acknowledge that the COUNTY is prohibited from funding activities in, or in support of, any cooperating municipality that does not affirmatively further fair housing within its own jurisdiction, or that impedes the COUNTY'S actions to comply with the COUNTY'S fair housing certification.

Section 16. The CITY and the COUNTY shall only be liable for negligence under this Agreement to the extent permitted under Chapter 768.28 of the Florida Statutes, as it may be amended from time to time. This section shall not be construed as waiving any defense or limitations which either party may have against any claim or cause of action by any person not a party to the agreement.

Section 17. The term of this agreement shall extend through a three-year period from the date the last party hereto signs this agreement, and shall cover HUD fiscal years 2024, 2025, and 2026. This agreement will automatically be renewed for participation in successive three-year qualification periods, unless the COUNTY or the CITY provides written notice that it elects not to participate in a new qualification period. The COUNTY, by the date specified in HUD's urban county qualification notice for the next qualification period, will notify the CITY, in writing, of its right to make such election. A copy of the COUNTY'S notification to the CITY shall be sent to the HUD Field Office, along with a copy of any written notice from the CITY indicating its election not to participate in future qualification periods, if any.

Section 18. Failure by either the COUNTY or the CITY to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period.

Section 19. This agreement will remain in effect until the CDBG (and HOME, where applicable) funds and program income received (with respect to the three-year qualification period of 2024, 2025, and 2026, and any successive three-year qualification periods) are expended and the funded activities completed. The COUNTY or the CITY may not terminate or withdraw from the agreement while the

agreement remains in effect; provided, however, that the CITY may terminate or withdraw from this agreement if the COUNTY does not receive a grant for any year during such three-year qualification period.

Section 20. By signing this agreement, the CITY hereby verifies that it has adopted and is currently enforcing:

A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

B. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such a nonviolent civil rights demonstration within its jurisdiction.

Section 21. Notices and demands which are required to be given pursuant to this agreement will be made as follows:

A. All notices, demands, or other writings required to be given or made or sent pursuant to this agreement, or which may be given or made or sent, by any party, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY:

Director
Office of Housing & Community Services
Lake County
P.O. Box 7800
Tavares, Florida 32778

CITY:

City Manager
City Manager's Office
City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757

WITH COPIES TO:

Lake County Attorney
P.O. Box 7800
Tavares, Florida 32778

B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date of the notice picked up by overnight delivery company.

D. The parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

Section 22. Upon signature of the last party to sign, this agreement supersedes all previous agreements between the parties relating to urban county participation.

IN WITNESS WHEREOF, the CITY and COUNTY the parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman, and by CITY signing by its duly authorized representative.

_____, **FLORIDA**

Crissy Stile, Mayor

This ____ day of _____, 2023.

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Kirby Smith, Chairman

This ____ day of _____, 2023.

Approved as to form and legality:

Melanie Marsh, County Attorney



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

DATE: July 18, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of the Task Authorization with Faden Builders for Donnelly Park Building Deck Repair

Introduction:

This is a request for City Council to approve the task authorization for the Donnelly Park Building Deck Repairs with Faden Builders, Inc.

Discussion:

Request approval of the task authorization from Faden Builders, Inc. for deck repairs at Donnelly Park. This project addresses the aged condition of current deck.

Budget Impact:

There are funds available in the General Fund for this project.

Strategic Impact:

Objective 2.3 - Develop a parks and recreation system guided by the principles of the Parks and Recreation Master Plan.

Recommendation:

City Council to approve the task authorization for the necessary repairs of the Donnelly Park Building Deck in the amount of \$129,823.40.

Attachment(s):

1. 23-061 Donnelly Park Deck Replacement Faden Task Authorization Citywide CMAR (2)

Prepared by: Jennifer Schwarz, Operations Manager
Reviewed by: Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 7/11/2023
Approved - 7/11/2023
Approved - 7/11/2023
Final Approval - 7/12/2023

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:

Philip Rapalje

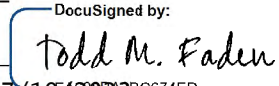
Project Name:

Donnelly Park Deck Replacement

Project Number:

23-061

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: Crissy Stile
Title: President	Title: Mayor
Signature: 	Signature:
Date: 7/10/2023	Date: 7/18/2023



6/30/2023

Faden Proposal No. 23-323.2

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

RE: Donnelly Park Deck

Scope Summary: Remove existing railing and old composite deck on the east side of the building (approx. 2,220 SF) including the ramp and steps to the south and north respectively. Install new PT deck boards under the east facing covered porch area and paint to match existing. Install landscape walls, backfill and set new concrete pavers at the uncovered area. Install new aluminum guardrail.

Exhibit A: Scope of Work

1. General Conditions
 - a. Project Management and Supervision
 - b. Mobilization/Demobilization
2. Site
 - a. Site Layout
 - b. Temp fence
3. Demolition
 - a. Remove and dispose of the existing railings at the east uncovered deck area
 - b. Remove all composite deck boards on the east side of the building; painted wood deck boards to remain
4. New Construction
 - a. Install new landscape wall system on three sides of the deck area
 - b. Backfill, compact and install new concrete paver deck and steps
 - c. Install new PT 2x6 deck boards under the east covered porch area, paint to match existing
 - d. Install new industrial grade black aluminum guardrail approx. 42"H to match existing railing height

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 considered a change order.
3. Permitting is included for structural framing replacement at deck and railing only.
4. The replacement and/or restoration of landscaping, irrigation and sod are excluded.
5. Survey and Civil engineering are excluded.
6. Electrical scope is limited to removal and reinstallation of existing panels and surface mounted conduit. No new circuits or lighting are included.
7. Concrete sidewalks are existing to remain.

**Exhibit B: Price/GMP Breakdown**

1. General Conditions	\$ 12,905.35
2. Site	\$ 2,245.53
3. Demolition	\$ 7,933.16
4. New Construction	\$ 78,500.87
Subtotal	\$ 101,584.91
General Liability Insurance	\$ 1,320.60
Contingency (10%)	\$ 10,158.49
Contractor's Fee	\$ 14,221.89
Permit Fee	\$ 750.00
Performance and Payment Bond	excluded
Gross Maximum Price (GMP):	\$ 128,035.90

The prices included in this proposal are valid for 30 days.

Exhibit C: Basic Schedule

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

Proposed duration schedule:

- 2-4 weeks for material procurement, submittals, engineering and permitting
- 5 workdays for mobilization and demolition
- 20 workdays for construction
- 3 workdays for demobilization

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

Exhibit F: Sub-Contractors

The Yard Stop

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

Best regards,

PHILIP RAPALJE

Philip Rapalje
Faden Builders, Inc.



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

DATE: July 18, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of the Task Authorization with Faden Builders for WWTP#2 Drainage Improvements at 2055 James P. Snell Drive

Introduction:

This is a request for City Council to approve the task authorization with the City's CMAR contractor Faden Builders for WWTP#2 drainage improvements at James P. Snell Drive.

Discussion:

Work is needed to correct a soil erosion problem at the base of our main water storage tank at WWTP#2. An improved drainage system will be installed to reduce further soil erosion at the tank.

Budget Impact:

The guaranteed maximum price provided by Faden is \$268,092.70. Funds are available in the Water/Wastewater Fund for this project.

Strategic Impact:

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

Recommendation:

City Council approve the task authorization with the City's CMAR contractor Faden Builders for WWTP#2 drainage improvements at James P. Snell Drive.

Attachment(s):

1. 23-050 WWTP#2 Drainage Faden Task Authorization Citywide CMAR_TF_gm_agenda

Prepared by: Jeanann Hand, City Clerk

Reviewed by: GEORGE MAREK, Interim Public Works Director

Approved - 6/30/2023

Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 7/11/2023
Approved - 7/11/2023
Approved - 7/11/2023
Final Approval - 7/11/2023

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:

Philip Rapalje

Project Name:

WWTP#2 Drainage

Project Number:

23-050

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION IS DELIVERED TO THE CONSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

- Exhibit A – Scope of Work
- Exhibit B – Price/GMP Breakdown
- Exhibit C – Basic Schedule
- Exhibit D – Construction Team
- Exhibit E – Construction Manager's Staff
- Exhibit F – Sub-Contractors

Recommended By:

Print: George Marek

Signature: George Marek Digitally signed by George Marek
Date: 2023.06.30 13:45:15 -0400

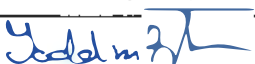
Date: 6/30/2023

Reviewed By (if applicable):

Print: _____

Date: _____

Signature: _____

CONTRACTOR ACCEPTANCE		CITY APPROVAL	
Print Name:	Todd M. Faden	Print Name:	Crissy Stile
Title:	President	Title:	Mayor
Signature:		Signature:	
Date:	06/29/2023	Date:	7/18/2023



6/1/2023

Faden Proposal No. 23-249

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

RE: WWTP#2 Drainage Improvements at 205S James P Snell Drive, Mount Dora, FL 32757

Scope Summary: Install new storm water drainage system, remove and replace the damages sidewalk/gutter around the holding tank and install concrete curbs to mitigate erosion.

Exhibit A: Scope of Work

1. General Conditions
 - a. Project Management and Supervision
 - b. Permit Fees (\$5,000 allowance is included)
 - c. Mobilization/Demobilization
2. Site/Layout
 - a. Survey
 - b. Site Layout
 - c. Erosion/sediment control
 - d. MOT
3. Concrete
 - a. Demolish, dispose and reconstruct 162LF of 5ft wide concrete pad around the storage tank.
 - b. Import fill for new pad.
 - c. Install 72LF of "D curb".
 - d. Install up to 250 lbs. of chemical grout to stabilize the pipe pad. Additional chemical grout (if required) will be \$14.50 per lb.
4. Storm System
 - a. Remove and dispose of existing dirt berm to the alternate City property.
 - b. Remove 5ft wide asphalt and base (183.33 SY).
 - c. Install doghouse storm manhole and connection to existing 18" RCP.
 - d. Install 298LF of 15" RCP.
 - e. Install 24" concrete valley gutter.
 - f. Install 2" asphalt SP12.5 over 10" limerock base with prime.
 - g. Excavate and grade swale.
 - h. Install erosion control fabric (48 SY).
 - i. Final grade and Bahia sod (800 SY).
5. Lightning Protection
 - a. Provide and install new Class 1 copper lightning protection retainer components to reattach downleads on the storage tank.



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 and irrigation are excluded.
6. Painting and staining are excluded.
7. New sod irrigation is excluded.
8. Relocation of any conflicting utilities is excluded.

Exhibit B: Price/GMP Breakdown

1. General Conditions	\$ 37,095.70
2. Site/Layout	\$ 4,063.33
3. Concrete	\$ 21,426.32
4. Storm System	\$ 145,151.18
5. Lightning Protection	\$ 6,224.12
Subtotal	\$ 213,960.66
General Liability Insurance	\$ 2,781.49
Contingency (10%)	\$ 21,396.07
Contractor's Fee	\$ 29,954.49
Performance and Payment Bond	excluded
Gross Maximum Price (GMP):	\$ 268,092.70

The prices included in this proposal are valid for 30 days.

Exhibit C: Basic Schedule

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

Proposed duration schedule:

- 6-8 weeks for material procurement, submittals and permitting
- 1 week for mobilization
- 8-10 weeks for sitework
- 1 week for demobilization

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: Philip Rapalje
Site Superintendent: Rob Bennett
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Nicole Rakes

Exhibit F: Sub-Contractors

Professional Dirt Services
Triangle Lightning Protection
Stable Soils

We appreciate the opportunity. Please feel free to contact me with any questions.

Best regards,

PHILIP RAPALJE

Philip Rapalje
Faden Builders, Inc.



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

DATE: July 18, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval for Mayor to Execute Engagement Letter with Fisher & Phillips, LLP for Legal Representation regarding FOP Negotiations and General Labor & Employment Services

Introduction:

This is a request for City Council to authorize the mayor to execute the engagement letter with Fisher & Phillips LLP for legal representation regarding FOP negotiations and general labor & employment services.

Discussion:

The City of Mount Dora has for several decades utilized the services of Fisher & Phillips LLP for specialized legal representation in labor and employment matters, including labor union negotiations. City Manager Patrick C. Comiskey requests to continue this relationship with a formal engagement letter.

Budget Impact:

Professional Services for a Labor Attorney is budgeted for a total of \$25,000 in the Fiscal Year 22-23 Budget in GL# 001-1140-514.31-02.

Strategic Impact:

Fiscal Resources/Human Resources

Recommendation:

City Council to authorize the mayor to execute the engagement letter with Fisher & Phillips LLP for legal representation regarding FOP negotiations and general labor & employment services.

Attachment(s):

1. City of Mount Dora (Labor Relations & General L&E)

Prepared by: Merry Lovern, Executive Assistant

Reviewed by: Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 7/10/2023

Approved - 7/12/2023

Approved - 7/12/2023

Final Approval - 7/12/2023



fisherphillips.com

Orlando
200 South Orange Avenue
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Writer's Direct Dial:
407-541-0850

Writer's E-mail:
jmandel@fisherphillips.com

July 10, 2023

VIA E-MAIL [COMISKEYP@CI.MOUNT-DORA.FL.US]

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

Re: *Legal Representation – FOP Negotiations & General Labor and Employment Services*

Dear Mr. Comiskey:

Thank you for considering Fisher & Phillips to provide legal services to the City of Mount Dora in the above-referenced matters.

Fisher & Phillips LLP is one of the oldest and largest firms in the nation engaged exclusively in the practice of labor and employment law, representing management. It has always been our philosophy to provide efficient, specialized services in the labor and employment area at rates comparable to or below those of our competitors and most general practice firms. We believe having a reputation for providing high-quality work at reasonable rates is much more beneficial in the long run than charging the maximum going rate for our kind of services.

I would be primarily responsible for this representation but may call upon other lawyers and legal assistants as I believe appropriate in the circumstances. The City's current rate of \$295 per hour for all attorneys runs through September 30, 2023 and will increase to \$305 per hour on October 1, 2023. We re-evaluate our hourly rates for attorneys at least annually, and we find that on occasion we must increase them. We will not seek to increase these rates, however, without first seeking the City's approval. Other charges are explained in the accompanying Appendix, which sets forth in greater detail the terms on which we will represent you. Please review the Appendix carefully. If you agree to these terms, please return a signed copy of this letter and the Appendix to me for our files.

Because it is reasonable to anticipate that at some point you might be served with discovery requests requesting copies of all documents and electronically stored materials, e.g., e-mails, please note that you are under an affirmative duty to suspend or modify normal electronic- and

Fisher & Phillips LLP

Atlanta · Baltimore · Boston · Charlotte · Chicago · Cleveland · Columbia · Columbus · Dallas · Denver · Detroit · Fort Lauderdale · Gulfport · Houston
Irvine · Kansas City · Las Vegas · Los Angeles · Louisville · McLean · Memphis · Minneapolis · Nashville · New Jersey · New Orleans · New York · Orlando
Philadelphia · Phoenix · Pittsburgh · Portland · Sacramento · San Diego · San Francisco · Seattle · Tampa · Washington, DC · Woodland Hills
July 18, 2023 City Council Regular Session Agenda Packet
FP 47539207.1

Page 634 of 709

document-purge protocols in order to ensure that all data that might be relevant to this matter is preserved.

We charge for travel costs, photocopying, courier services, express delivery, computer-aided legal research, and similar items connected with our handling your work. Ordinarily, these amounts will be set forth separately on your billing statement. Please let us know if you have any questions about the way we compute non-fee charges.

Also, sometimes we must incur third-party charges on our client's behalf, such as for process servers, court reporters, interpreters or translators, outside printing or copying, expert witnesses or consultants, and the like. Our policy is to forward all invoices from third-party vendors to our client for direct payment. The City agrees to pay these invoices no later than 30 days following receipt and acknowledge that its failure to pay any such invoice will constitute a default of this agreement.

Our practice is to send bills on a monthly basis. Our statements generally cover fees and expenses incurred through the end of the prior month, although sometimes fee totals or charges might not be immediately available for one reason or another and will therefore be billed later. This is particularly true at the end of a case. We expect our statements to be paid within 30 days of receipt. If the City ever has a question about an invoice, you should contact us promptly to discuss it.

If for any reason the City finds itself unable to pay a statement within 30 days after receipt, please call us promptly so we can discuss it. We do reserve the right to withdraw from our representation of the City in the event any statement remains unpaid for more than 60 days. Also, if it should ever be necessary for us to resort to legal action to collect our fees and expenses, it is agreed that the prevailing party shall recover its reasonable attorney's fees and costs in connection with any such action.

We will bill the City for the time we spend working on its legal matters. It is important that the City understands that while we will always seek the most expeditious and economical resolution to the various legal problems we handle on its behalf, we cannot guarantee any specific result. Particularly where litigation and other contested matters are involved, there are many variables that determine whether a particular party will prevail. Unless we specifically enter into a separate express contingency fee arrangement with the City on a specific matter, our fees are not based on contingencies and are due and payable regardless of the outcome of the matter at issue.

We reserve the right to stop performing services and to withdraw from representation of the City if it fails to cooperate with us or follow our advice, if we determine that the City has made material misrepresentations to us, or if the City, fails to pay our fees or expenses incurred on its behalf. The City agrees that we may withdraw from the representation under these circumstances, subject to court approval where that is required.

Patrick Comiskey, City Manager
City of Mount Dora
July 10, 2023
Page 3

Clients and attorneys must communicate effectively with one another to exchange information and to discuss developments and possible courses of action. We will keep the City informed as developments occur and will consult with the City as to the appropriate steps to take. We also ask that the City keep us informed of its objectives and wishes and that, if we ask for specific information or for instructions necessary to adequately carry out our representation, the City will respond accurately, completely, and as quickly as possible.

The codes of professional responsibility applicable to attorneys in some states require that law firms advise clients whether the firms have errors-and-omissions insurance coverage. Fisher & Phillips LLP does have such coverage.

We regret the length of this letter, but as we noted at the outset, we take our professional responsibilities seriously and want to comply scrupulously with all ethical requirements. We also want to set forth herein all material terms of our agreement with the City.

If you have any questions, please call. Once again, we appreciate the opportunity to work with the City and will always strive to maintain your confidence and trust.

Very truly yours,



Jeffrey E. Mandel

Accepted by:

CITY OF MOUNT DORA

By: _____

Its: _____

Date: _____

APPENDIX SUMMARY OF ENGAGEMENT

We appreciate your confidence in considering Fisher & Phillips LLP to represent you in connection with the matter described in the accompanying letter. The rules of professional responsibility applicable to lawyers strongly encourage written agreements between lawyers and their clients to ensure that there are no misunderstandings that could compromise the representation. For that reason, this sets forth the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file.

Scope and Duration of Representation

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter. Unless the Firm agrees in writing to do so, our engagement does not include any employees, affiliates, or members of that person or entity.

Our practice focuses on advising and representing employers and comparable entities in matters arising under the laws governing labor, employment, immigration and benefits, and our representation is limited to the matter or matters described in the accompanying letter (although the scope of that representation might be enlarged by a supplemental engagement letter). We do not provide advice or representation concerning whether any matters are covered by a client's insurance policies, and, in the event of a dispute over coverage, we cannot advise or represent you in connection with such a dispute. We therefore urge you to review your policies to determine whether any matter for which you might retain us is covered by such a policy; if you believe that the policy might cover any such matter, it will be your responsibility to notify the insurer.

We do not practice securities law or corporate law, and we do not advise our clients on such matters. Neither do we undertake to determine or advise our clients whether any particular matter or potential matter is material or must be disclosed for financial-audit purposes.

An attorney/client relationship will exist between us for the duration of the matter for which we have been engaged, unless that relationship is earlier terminated in writing by either of us. In cases in which we have been engaged to provide general labor and employment advice, the relationship will end twelve months after the last substantive work you ask us to perform. The term "substantive work" does not include routine responses to auditors' requests.

During the representation, our advice will be consistent with applicable legal principles and interpretations as of the date we provide it. Those principles and interpretations are subject to change and we cannot undertake to advise you of later changes at our initiative. We will be pleased to respond to future requests that we reevaluate our advice in light of any such developments.

Management of Engagement

Each client is served by a responsible lawyer who has primary responsibility for communication between the Firm and the client. The responsible lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of the responsible lawyer by request to the Managing Partner of the office where the responsible lawyer is located or to a member of the Firm's Management Committee. The responsible lawyer may delegate your work, or parts of it, to other lawyers or staff. This delegation may be for the purpose of involving other lawyers who have special expertise or to provide services on the most efficient and timely basis.

Fees and Charges

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation unless otherwise agreed in writing signed by you and us. The ultimate cost frequently is more or less than the estimated amount.

We normally review our fees annually and adjust them at that time. In addition to the fees for legal services described in the accompanying letter, we will charge you for long-distance telephone calls, travel-and-lodging, photocopying, express delivery, facsimile transmissions, computer-aided legal research, and similar items connected with our handling your work. Ordinarily, these amounts will be set forth separately on your billing statement. Please let us know should you have any questions about the way in which we compute non-fee charges. On some occasions, there might be third-party charges, such as for deposition transcripts, outside printing or copying, expert witnesses, or any one of a variety of other things. Our policy is to submit all invoices from third-party vendors to you for direct payment, and we request that you pay these invoices immediately.

Billing Procedures

Our practice is to send bills on a monthly basis. Our statements generally cover fees and charges for the prior calendar month, although sometimes fees or charges might not be immediately available for one reason or another and will therefore be billed later. We ask that our statements be paid upon presentation to you. If you ever have questions about an invoice, please do not hesitate to contact us promptly to discuss them. If for any reason a statement cannot be paid upon presentation, please call us promptly so that we can discuss this.

Occasionally clients may make an overpayment on a bill. If this happens, unless you tell us otherwise, we will apply the overpayment to any outstanding fees and expenses or to the next bill, with notice to you as to how we have applied the overpayment. If there are no outstanding fees or expenses and no work in process, we will refund the overpayment to you.

We do reserve the right to impose interest charges at 1½% per month in connection with any balance that remains unpaid more than 30 days after the statement date. Also, if it ever should be necessary for us to resort to legal action to collect our fees and expenses, it is agreed that the prevailing party shall recover its reasonable attorney's fees and costs in connection with any such action.

Client Responsibilities

You understand and agree that, in order for us to represent you effectively, it is necessary for you to assist and cooperate with the Firm. You agree to (1) make yourselves (including your employees if applicable) available to discuss issues as they arise in this matter; (2) attend and participate in meetings, preparation sessions, court proceedings and other activities in connection with the representation; (3) provide complete and accurate information and documents to us on a timely basis; and (4) make timely payment to any experts or vendors retained in connection with our services.

Communications

It is of course essential that clients and attorneys communicate effectively with one another to exchange information and to discuss developments and possible courses of action. Naturally, we will keep you informed as developments occur and will consult with you as to the appropriate steps to take. By the same token, we ask that you keep us informed of your objectives and wishes and that, if we ask for specific information or for instructions necessary to our adequately carrying out our representation, you will respond accurately, completely, and as quickly as possible.

As you know, communications between clients and attorneys are generally privileged and are not discoverable by third parties. However, court decisions have emphasized how easily that privilege can be lost, such as where attorney correspondence is routed through a client's routine intra-office mail, or where attorney/client communications are discussed with persons outside the attorney/client relationship. Any practical steps you can take to ensure that our attorney/client communications are not disclosed to third parties will be important in protecting your right to claim that privilege.

It is also important that we agree from the outset what kind of communications technology we will employ in the course of this engagement. Unless you specifically direct us to the contrary, we agree that it is appropriate for us to use fax machines and e-mail in the course of the engagement without any encryption or other special protections. In that regard, please specify an e-mail address which you would like us to use to communicate with you. Please also notify the Firm if you have any other requests or requirements in connection with the methods of telecommunication, or persons to be included or copied in the circulation of documents relating to the engagement.

Avoidance of Conflicts

In the event you have a potential dispute with a third party, and you wish to discuss with us the possibility of us representing you in connection with that potential dispute, we request that you do not disclose the nature of that dispute or any relevant facts until you have provided us with the name of the potential adverse party and afforded us the opportunity to determine whether the representation would create a conflict with another client.

Similarly, because we represent a number of staffing agencies or Professional Employer Organizations (PEOs), it is important that, before you ask us to comment upon such an entity's actions taken, advice given, or services otherwise rendered, you first disclose to us the name of that organization or agency.

Termination of Representation

You may terminate our representation at any time, with or without cause, by notifying us. If you do, papers and property which you have provided to us will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our internal files regarding administrative matters pertaining to the case will be retained. Termination of our services will not affect your responsibility for payment of legal services rendered and additional charges incurred both before termination and in connection with an orderly transition of the matter, including the copying of any files that you request that we provide to you or to substitute counsel.

The rules of professional responsibility for the jurisdictions in which we practice list several types of conduct or circumstances that require or allow us to withdraw from representing a client. These include, for example: nonpayment of fees or costs, use of our services to perform a criminal or fraudulent act, misrepresentation of or failure to disclose material facts, action contrary to our advice, and conflicts-of-interest with another client. In addition, we reserve the right to stop our work for you if you fail to cooperate with us, or if any account is past due and we have been unable to agree on a mutually acceptable plan for payment. You agree that we may withdraw from the representation under these circumstances, subject to court approval where such approval is required for such withdrawals. In the event we seek to withdraw, you agree to engage new counsel immediately.

Document Retention

At the conclusion of the Representation, we return to the client any documents that are specifically requested to be returned. As to any documents so returned, we might elect to keep a copy of the documents in our files. At the close of any matter, we will maintain the files electronically for a period of ten years. After that time, we reserve the right to destroy the electronically stored documents without further notice to you. You hereby consent to such destruction of your documents in our files, unless we receive from you, within ten years after the close of the matter, written instructions for a different disposition of your documents.

Your Right to Arbitrate Fee Disputes

If you disagree with the amount of our fee, please take up the question with your principal lawyer contact or with the Firm's Managing Partner. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. In the event of a fee dispute which is not readily resolved, you have the right to request arbitration under supervision of the state or district bar associations for the jurisdictions in which we practice, and we agree to participate fully in that process.

Errors-and-Omissions Insurance

The rules of professional responsibility applicable to attorneys in some states require that law firms advise clients whether the firms have errors-and-omissions insurance coverage. Fisher & Phillips of course does have such coverage.

Miscellaneous Matters

We publish a bi-monthly *Labor Letter* and other, more-narrowly-focused newsletters in which we cover topical matters relating to employment laws and labor relations. In addition, when circumstances warrant, we publish a *Labor Alert* to let our clients know about particularly time-sensitive issues of importance. These publications are intended to keep our clients advised about matters which we think will be of interest to them. Of course, due to the generalized nature of these publications, we cannot undertake to address in them every pertinent legal development which might be important to a particular client, and the materials published therein do not constitute legal advice.

We also present seminars periodically. In these seminars, we discuss a broad spectrum of relevant labor and employment-law issues. These seminars are provided as a service to our clients, and you will be invited to them as they are scheduled.

Accepted by:

CITY OF MOUNT DORA

By: _____

Its: _____

Date: _____



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

DATE: July 18, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Designation of Acting City Manager for Future Leave

Introduction:

This is a request for City Council to approve City Manager Patrick C. Comiskey's designation of an acting city manager for future leave.

Discussion:

Article V, Section 24 of the City of Mount Dora Charter indicates that, “by letter of record filed with the city council, the city manager shall designate, subject to approval of the city council, a qualified city administrative officer or department head to exercise the powers and perform the duties of city manager during any temporary absence or disability of the city manager of not less than three (3), nor more than twenty-one (21), days duration.”

In accordance with this provision of the City’s Charter and in preparation for future leave notifications, City Manager Patrick C. Comiskey submits for City Council approval his letter of record to designate Jim Faulkner, Information Technology Director, as acting city manager during any and all future absences of three (3) days up to and not to exceed twenty-one (21) days in duration.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council approve City Manager Patrick C. Comiskey's designation of Jim Faulkner as acting city manager for future leave.

Attachment(s):

1. Designation of Acting City Manager-7.18.2023

Prepared by: Merry Lovern, Executive Assistant
Reviewed by: Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 7/11/2023
Final Approval - 7/12/2023



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.cityofmountdora.com

July 18, 2023

Honorable Mayor and City Councilmembers:

Article V, Section 24 of the City of Mount Dora Charter indicates that, “[b]y letter of record filed with the city council, the city manager shall designate, subject to approval of the city council, a qualified city administrative officer or department head to exercise the powers and perform the duties of city manager during any temporary absence or disability of the city manager of not less than three (3), nor more than twenty-one (21), days duration.”

In accordance with this provision of the City’s Charter and in preparation for future leave notifications, I hereby submit for your approval the designation of Jim Faulkner, Information Technology Director, to exercise the powers and perform the duties of city manager during any and all future absences of not less than three (3) nor more than twenty-one (21) days duration.

Respectfully submitted,

Patrick C. Comiskey
City Manager



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

DATE: July 18, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Meeting Minutes

- April 10, 2023 Work Session Minutes
- June 15, 2023 Special Meeting Minutes
- June 20, 2023 Regular Session 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. The April 10, 2023 Work Session Minutes were sent for your review on April 14, 2023, but never included in an agenda for an approval.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council to approve Meeting Minutes.

Attachment(s):

1. 04.10.2023 Work Session Minutes_DRAFT
2. 06.15.2023.Special Meeting Minutes_DRAFT
3. 06.20.2023.Regular Session Minutes_DRAFT

Prepared by: Jeanann Hand, City Clerk

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



**April 10, 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 to order the Work Session of City Council 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 were led by Councilmember Bryant.

ROLL CALL

Members Present

Councilmember John Cataldo
Councilmember Cal Rolfson
Councilmember Dennis Dawson
Councilmember Nate Walker
Councilmember Doug Bryant
Vice-mayor Marc Crail
Mayor Crissy Stile

Also Present

Patrick C. Comiskey, City Manager
Michael Gibson, Interim Police Chief
Tammy Myers, Mount Dora Police Department
Communications Officer
Jeanann Hand, City Clerk
Captain Christie Mysinger, Lake County Sheriff's Office

DISCUSSION ITEM

1. Proposed Transfer of Police Dispatch Services to Lake County Sheriff's Office

Interim Chief Gibson presented the reasons the City is considering the transfer of dispatch services to the Sheriff's office. He supplemented his presentation with a PowerPoint which is attached to the minutes as Exhibit A. The presentation additionally included information regarding how the proposed transfer would occur and the advantages Lake County offers to Mount Dora dispatchers should the transfer take place.

Captain Christie Mysinger spoke about the dispatchers' proposed employment with the Lake County Sheriff's Office. Further information was provided by Major Glen Hall and Lieutenant Thomas McKane, both of whom were also from the Sheriff's Office.

Councilmembers discussed the proposed transfer.

Mount Dora Police Department Communications Officers Tammy Myers and Jennifer Vaughn voiced their misgivings about the proposed transfer.

Interim Fire Chief Rich Loewer offered information about the Mount Dora Fire Department's working relationship with Lake County for emergency dispatch.

Councilmembers continued to discuss the proposed transfer, and their questions were addressed by the appropriate parties.

ADJOURNMENT

MOTION BY COUNCILMEMBER ROLFSON TO ADJOURN; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

There being no further business for discussion, Mayor Stile adjourned the meeting at approximately 8:58 p.m.

CRISSY STILE, MAYOR
City of Mount Dora

JEANANN HAND, CIT CLERK
City of Mount Dora

EXHIBIT A

Proposed Law Enforcement Dispatch Services Transition

City Council Work Session
April 10, 2023



CITY OF
MOUNT
DORA

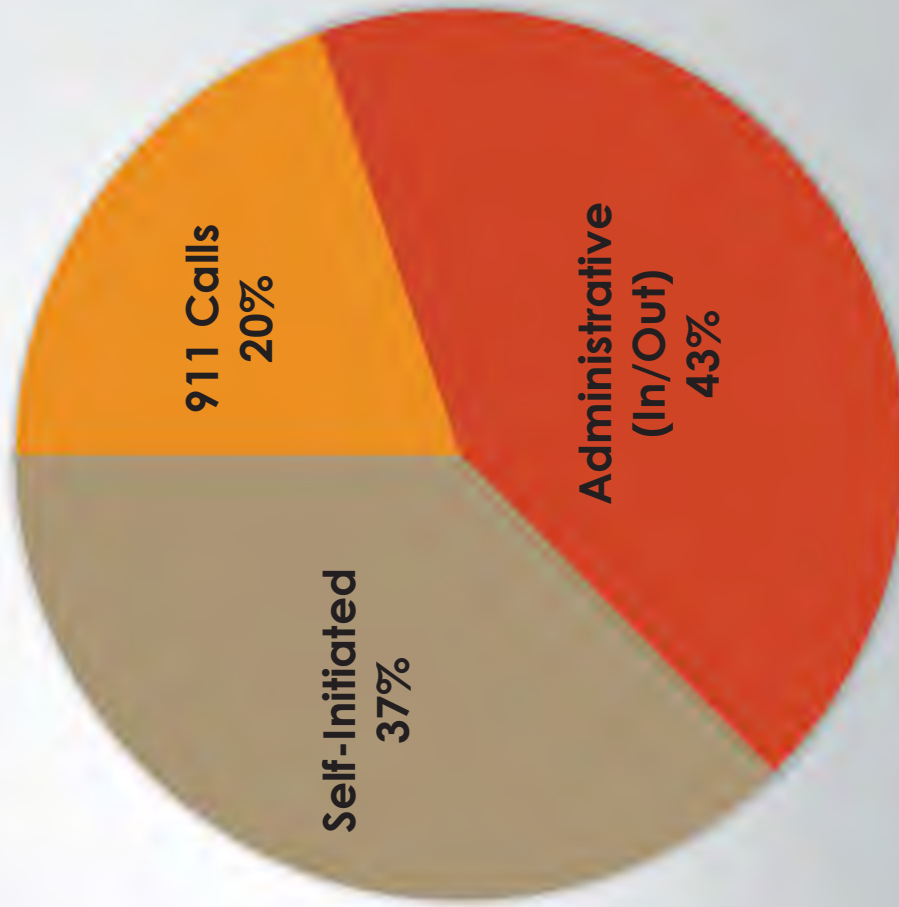
Proposed Law Enforcement Dispatch Services Transition

- Background & Current Conditions
- Service Comparison
- Proposed Transition Timeline
- Dispatcher Benefits Comparison
- Costs & Financial Overview
- Recommendation

Background & Current Conditions

- The Mount Dora Police Department currently maintains a full-service police communications unit for emergency police dispatch.
 - Nine (9) communications dispatchers
 - Two (2) Motorola MIP 5000 consoles
 - Updated Computer Aided Dispatch (CAD) software scheduled for January 2024
- The City of Mount Dora currently contracts with Lake County for emergency communications services for Fire Dispatch.
- Lake County/Lake EMS provides emergency medical services.

Background & Current Conditions



Calls Entered into CAD

(January 2022 through December 2022)

911 Calls	10,442	20%
Administrative (In/Out)	22,506	43%
Self-Initiated	19,702	37%
TOTAL	52,650	100%

Background & Current Conditions

- Propose the City of Mount Dora consolidate emergency dispatch services with the Lake County Sheriff's Office (LCSO).
 - Continuity of operations
 - Improved officer safety
- Current Mount Dora dispatchers have the opportunity to apply for open positions with LCSO Dispatch, which provides greater pay and benefits
- Police Officers and Citizens will be better served by LCSO Dispatch
 - Dedicated call-takers improve speed in answering emergency calls
 - Dedicated dispatchers
 - Dedicated teletype operators increase speed of research and allow dispatchers to concentrate on safety of the police officer
 - On-duty supervisors handle non-dispatch issues, allowing dispatchers to focus on calls

Service Comparison

Current (MDPD Dispatch)	Proposed (LCSD Dispatch)
Staff of 9 personnel, operating in two-person teams	Full complement of personnel, including on-site supervisor, dedicated call-takers and teletype operators
12-hour shifts	12-hour shifts
Security camera monitoring	
Receive panic alarm & fire alarm alerts	
After-hours utilities issues go to ENCO	After-hours utilities go to ENCO
PD Lobby open after hours with a dedicated line to the Communications Unit	PD open after hours with a dedicated line to the Sheriff's Office Communications Unit

LCSD DISPATCH OFFERS INCREASED LEVEL OF SERVICE TO POLICE OFFICERS AND CITIZENS

Service Comparison

LCSO Benefits

Officer safety is paramount

- Common dedicated dispatcher to serve Mount Dora & neighboring jurisdictions
 - Immediate improvement in continuity of operations between MDPD, LCSO & neighboring law enforcement agencies
- Dedicated call-takers
 - Efficiently triage calls to dispatchers
- Dedicated teletype operators
 - Speed up process of researching warrants, vehicle registrations and FCIC/NCIC searches
 - Allows dispatcher to concentrate on the safety of the officer
- On-duty supervisors
 - Redirects personnel in critical incidents, keeping dispatchers focused on officer safety
 - Handles other operational issues, allowing dispatchers to focus on officer safety

Proposed Transition Timeline

Date	Action
March 7, 2023	Sent Union-required notice of meeting to Dispatch personnel
March 13, 2023	Met with Union representatives
March 14-15, 2023	Met with Dispatch personnel
March 16-17, 2023	LCISO tours and meetings with Dispatch personnel
April 10, 2023	City Council Work Session to discuss transition
April 18, 2023	City Council to consider adoption of Transition Agreement
May 1, 2023	Mount Dora's Dispatchers will begin operating out of LCISO Hiring process begins with LCISO
June 30, 2023	Last Day of Employment with City of Mount Dora
July 31, 2023	Last date of City-extended health insurance coverage **

Dispatcher Benefits Comparison

	City of Mount Dora	Lake County Sheriff's Office
Holidays	11	12 + Employee's Birthday
Vacation Accruals	0-5 years: 12 days (96 hrs.) 6-10 years: 15 days (120 hrs.) 11-19 years: 18 days (144 hrs.) 20+ years: 20 days (160 hrs.)	1-5 years: 12 days 5+ years: 15 days 10+ years: 18 days 15+ years: 21 days 20+ years: 27 days
Sick Accruals	10 days per year, no max	12 days per year, no max
Retirement	401a/457 5-year vesting schedule	FRS (Florida Retirement System)/457 8-year vesting schedule
Health & Wellness Center	Premise Health Monday - Thursday 1 D.O., 1 M.A.s	Premise Health Monday - Friday
EAP	Aetna & The Standard	WorkLife Services
Tuition Reimbursement	\$2,500 per fiscal year	\$3,000 per fiscal year

Dispatcher Benefits Comparison

	City of Mount Dora	Lake County Sheriff's Office
Life Insurance	The Standard / \$25,000	The Standard / \$100,000
Vision Insurance	VSP Employee: \$2.79/pp Family: \$7.45/pp	Ameritas Employee: \$2.90/pp Employee & Spouse: \$6.04/pp Employee & Children: \$5.82/pp Family: \$8.94/pp
Dental	Ameritas Employee: \$12.16/pp low \$13.98/pp high Employee +1: \$24.15/pp low \$27.83/pp high Family: \$43.19/pp low \$49.97/pp high	Ameritas Employee: \$12.20/pp low \$15.74/pp high Employee +Spouse: \$24.10/pp low \$31.10/pp high Employee +Children: \$32.34/pp low \$41.74/pp high Family: \$48.28/pp low \$62.20/pp high

Dispatcher Benefits Comparison

	City of Mount Dora	Lake County Sheriff's Office
Health Insurance	Florida Blue Blue Options - PPO Employee: \$24.22 Family: \$195.29	Florida Blue Blue Care HMO (49) Employee: \$0.00 Employee + Spouse: \$54.00 Employee + Children: \$50.00 Family: \$63.00
		Blue Options PPO (5773) Employee: \$15.00 Employee + Spouse: \$92.00 Employee + Children: \$79.00 Family: \$111.00
		Blue Care HMO (47) Employee: \$20.00 Employee + Spouse: \$69.00 Employee + Children: \$64.00 Family: \$89.00
		Blue Options PPO (5771) Employee: \$42.00 Employee + Spouse: \$156.00 Employee + Children: \$129.00 Family: \$195.00

Dispatcher Benefits Comparison

Additional LCSO Benefits

- Recruitment Bonus
 - \$5,000 for 3 or more years of service
 - \$3,000 for 1-3 years of service
- Credit for prior experience at 50%
- A dispatcher with 10 years experience will come in to LCSO as a 5-year dispatcher for pay rate.

Costs & Financial Overview

LCSO Transition Agreement Costs

- Based on population published in the Florida Legislature's Office of Economic and Demographic Research
- Annual fee of \$12.00 per person
- Population re-evaluated every two years
- Contracted annual fee is set at \$205,548 (through October 1, 2025)
- One-time radio and equipment fee of \$85,000

Costs & Financial Overview

MDPD Dispatch Consoles

In the event the City does not transition its Law Enforcement Emergency Dispatch Services to LCSO, the City will need to purchase two (2) new Motorola MCC 7500 Dispatch Consoles in Fiscal Year 2023-24

- Estimated cost of \$150,000 for two (2) consoles

Costs & Financial Overview

DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 PROJECTED*	2022-23 BUDGET	2023-24 BUDGET
SALARIES & WAGES	296,388	342,512	367,129	347,093	291,075	457,400	457,400
OVERTIME WAGES	99,743	93,743	89,085	79,273	57,211	16,100	16,100
FICA TAXES	28,597	32,264	33,914	30,976	24,094	36,300	36,300
RETIREMENT EXP	82,368	29,011	28,093	26,072	22,632	39,800	39,800
HEALTH & LIFE INSURANCE	82,677	89,772	77,000	60,644	47,837	72,700	72,700
W/C INSURANCE EXP	2,546	997	683	586	59	2,300	2,300
OPERATING	2,948	178	3,220	181	-	900	150,900
TRAINING	5,197	6,095	1,539	3,772	2,225	7,800	7,800
CITY TOTAL	\$ 600,464	\$ 594,572	\$ 600,663	\$ 548,597	\$ 445,133	\$ 633,300	\$ 783,300



911 in the County Dispatch Service fee	pro-rated fee	51,387	205,548
One time fee - radio & equipment		85,000	0
COUNTY TOTAL		\$ 136,387	\$ 205,548

NET SAVINGS WITH COUNTY DISPATCH

\$ 51,780 **\$ 577,752**

0.3775
mills

*Projected through 7/31/2023, including employee payouts

Recommendation

Transition Law Enforcement Dispatch Services to LCSO

- The Police Officers will be better served by LCSO Dispatch
- The Citizens will be better served by LCSO Dispatch
- Mount Dora's dispatch personnel will gain
 - Improved facilities
 - Improved technology
 - Improved operational effectiveness
 - Increased personal earnings
 - Professional opportunities

Questions



CITY OF
MOUNT
DORA



CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION MINUTES
June 15, 2023, 7:00 PM
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757

CALL TO ORDER

Have been duly advertised as required by law, Mayor Crissy Stile called to order the June 15, 2023, special meeting of the Mount Dora City Council at 7:00 p.m.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A moment of silence and Pledge of Allegiance were led by Councilmember Walker.

ROLL CALL

Members Present

Crissy Stile, Mayor
John Cataldo, District 1
Cal Rolfson, District 2
Dennis Dawson, District 3
Nate Walker, District 5
Doug Bryant, At-large

Also Present

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

Members Not Present

Marc Crail, Vice-mayor

DISCUSSION ITEM

1. City Manager Discussion Conclusion

Mayor Stile explained her reason for calling the meeting, which solely involves the discussion item regarding the City Manager. The item had originally been placed on the June 20th agenda by the City Manager. Mayor Stile wished to more promptly address the report resulting from the employee survey, which had been distributed to Council at 4:00 p.m. that afternoon. Councilmembers expressed their thoughts regarding the timing of the discussion and plans on moving forward from this point. Mayor Stile stressed the urgency of the matter and read portions of the report. Outside consultation was again discussed, as was the importance of assigning adequate time to work through the circumstance. The City Attorney advised regarding quorum requirements for votes and termination actions. Councilmembers considered the gravity of the circumstance and appropriate action. Councilmembers further discussed third-party consultation.

MOTION BY COUNCILMEMBER DAWSON TO TABLE THE DISCUSSION UNTIL THE JUNE 20TH CITY COUNCIL MEETING; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED BY A UNANIMOUS ROLL CALL VOTE.

YES Dawson
Cataldo
Rolfson
Walker
Bryant
Stile

NO None

PUBLIC COMMENT

Josh Hemingway, 1177 East Fifth Avenue, spoke against the current process and the performance of the City Attorney. He spoke in favor of the City Manager.

Matt Cady, 406 Dora Road, spoke about the validity of employee feedback.

Mike Garcia, 1912 Hilltop Drive, implored Council to consider the circumstances of City staff.

Nicole Wisniewski, 2210 Martins Run, Tavares, spoke in favor of the City Manager's Executive Assistant and about the accuracy of surveys.

Joe Lewis, 148, Charles Avenue, shared his opinion about how this matter has progressed and advised acquiring professional assistance.

Adrian Coombes, 408 West Ninth Avenue, spoke about his concerns and supported the suggestion of third party intervention.

Ozell Ward, 318 East Jackson Avenue, spoke about the validity of staff feedback and the need for outside consultation.

Bob Gordon, 601 East First Avenue, expressed the desire to see more facts regarding the City Manager's performance.

Rachel O'Ryan, 341 Alexander Street, spoke about protecting the City's reputation and agreed about the need for independent consultation.

ADJOURNMENT

MOTION BY COUNCILMEMBER WALKER TO ADJOURN; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 7:58 p.m.

CRISSY STILE, MAYOR
City of Mount Dora

JEANANN HAND, CITY CLERK
City of Mount Dora

DRAFT



CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION MINUTES
June 20, 2023, 6:00 PM
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757

CALL TO ORDER

Have been duly advertised as required by law, Mayor Crissy Stile called to order the June 20, 2023, meeting of the Mount Dora City Council at 6:00 p.m.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A moment of silence and Pledge of Allegiance were led by Vice-mayor Crail.

ROLL CALL

Members Present

Crissy Stile, Mayor
Marc Crail, Vice-mayor
John Cataldo, District 1
Dennis Dawson, District 3
Nate Walker, District 5
Doug Bryant, At-large

Also Present

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

Members Not Present

Cal Rolfson, District 2

PRESENTATIONS

1. Mount Dora Fun Fact
Mayor Stile presented information about the first black Mount Dora City Council member, Dr. Cauley Lott.
2. Home Rule Hero Awards
Florida League of Cities University Director Lynn Tipton presented the Home Rule Hero Award to Councilmember Doug Bryant. Councilmember Bryant spoke.

PUBLIC COMMENT

Mayor Stile opened public comment.

Rozann Abato, 541 East First Avenue, spoke about the City Council special meeting that took place on June 15th.

Mayor Stile closed public comment.

APPROVAL OF AGENDA

MOTION BY COUNCILMEMBER WALKER TO APPROVE THE AGENDA; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

City Manager Comiskey announced the agreement with Lane Electronic and Alarm Systems, Inc. being presented for approval tonight has been updated. The most recent agreement was provided to Council and is attached to the minutes as Exhibit A.

CONSENT AGENDA

1. Request approval of Amendment 1 between the City of Mount Dora and Cathcart Construction Company - Florida LLC, related to Public Works projects under two million dollars
2. Request approval of Amendment 4 to the Agreement between the City of Mount Dora and Allied Universal Corporation
3. Request approval of agreement between the City of Mount Dora and Lane Electronics and Alarm Systems, Inc (Lane) for fire protection services for all City facilities
4. Request Approval of Task Authorization with Neel-Schaffer for Donnelly Street Resurfacing Project from 5th Avenue to Limit Avenue
5. Request Approval of Task Authorization for Guardian Equipment, Inc. to Replace Chlorine Storage Tanks at Water Treatment Plant No. 1
6. Request for Authorization for the Mayor to Sign the Federally-funded State of Florida Division of Emergency Management Sub-Recipient Grant Agreement for Donnelly Street Stabilization, Erosion Control
7. Request Authorization for the Mayor to Sign the Award Agreement for the Edward Byrne Memorial Justice Assistance Grant (JAG) Outfitting C.O.P. Vehicles
8. Request Approval to Apply for The General Program Support Grant and Request Authorization for the Mayor to Sign the Application Once Complete
9. Request Approval of a Change Order Price Increase to the AC Schultes' Well No. 4 Rehabilitation Assignment
10. Request authorization to purchase playground equipment and installation for Summerview Park in the amount of \$150,000.00, in accordance with that Piggyback Agreement approved on February 7, 2023, between the City of Mount Dora and Rep Services, Inc.
11. Request Adoption of **Resolution No. 2023-24**, Approval of Aerial Fireworks Display at July 3, 2023, Freedom on the Waterfront Event
12. Request Adoption of **Resolution No. 2023-25**, Approval of Aerial Fireworks Display at the July 29, 2023, Last Call Mount Dora Summer Concert Event
13. Request Approval to Reschedule the September 5, 2023, City Council Regular Session to September 7, 2023, and to Reschedule the September 19, 2023, Regular Session to September 21, 2023, to Accommodate Lake County Public Hearing Dates
14. Request Approval of Meeting Minutes
 - May 22, 2023, City Council Special Meeting Minutes
 - May 22, 2023, City Council Work Session: JPA Agreements Minutes
 - June 6, 2023, City Council Regular Session Minutes

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

ACTION ITEMS

1. Pursuant to City of Mount Dora Code of Ordinances, Section 2-2-271, Roland Williams is requesting a code enforcement lien reduction for fines incurred against 1326 North Orange Avenue

Mr. Williams explained the reasons for his request for a lien waiver or reduction. He distributed related material, which is attached to the minutes at Exhibit B. He answered questions from Councilmembers regarding his property and activities related to the lien.

It was determined Mr. Williams met the conditions for a waiver. Councilmembers discussed Mr. Williams's circumstance and compared it to the waiving of fines for another property owner who recently made a similar request.

MOTION BY COUNCILMEMBER WALKER TO REDUCE TO ZERO THE FINES ON THE 1326 NORTH ORANGE AVENUE PROPERTY, AND TO ASK AND ENCOURAGE MR. WILLIAMS TO CONTINUE THE WORK, AND NOT TO ALLOW HIS PROPERTIES TO REACH CONDITIONS EVENTUATING A LIEN; COUNCILMEMBER CATALDO SECONDED THE MOTION.

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

MOTION PASSED WITH A 5-1 ROLL CALL VOTE.

<i>YES</i>	Walker
	Cataldo
	Dawson
	Bryant
	Stile
<i>NO</i>	Crail

2. City Manager Discussion Conclusion

The City Manager spoke of his wish to reach a conclusion for this issue.

It was agreed a third party would be brought in to address the matter, with a focus on conflict resolution. Scheduling around Councilmember absences was discussed.

Mayor Stile opened public comment.

Charlie Sanz, 987 Page Lane, spoke about dysfunction in the City.

Joe Lewis, 148 Charles Avenue, commended Council for their work thus far, but urged Council not to rush the process. He reminded them of the purpose of a 360 review.

Josh Hemingway, 1177 East Fifth Avenue, spoke in support of the City Manager.

Barbara Hardin Hall, 263 August Fern Loop, questioned satisfaction with the survey report.

Robert Gordon, 601 East First Avenue, advised developing a scope of work for further action.

David Olson, 1511 Granite State Court, spoke about the decision to remove police dispatch.

Frank Kerwin, 1110 East Fifth Avenue, expressed disapproval of the public criticism of the City Manager.

Jay Smith, 1046 McDonald Street, also expressed his disapproval of the past recent items related to the City Manager.

Lyn Tacher, 831 St. James Way, spoke in support of the City Manager.

Adrian Coombes, 408 West Ninth Avenue, expressed support for the City Manager.

John, Sullivan Ranch, suggested working as a team.

Mayor Stile closed public comment.

Ms. Sutphen reviewed sections of the City Charter that apply to this item.

MOTION BY COUNCILMEMBER BRYANT TO MAKE CONTACT WITH AN APPROPRIATE NUMBER OF CONSULTANTS IN ACCORDANCE WITH THE CITY'S PURCHASING POLICY AND OBTAIN QUOTES TO MOVE FORWARD WITH CONFLICT RESOLUTION, AND FOR COUNCILMEMBER DAWSON TO CREATE A SCOPE OF WORK FOR THIS PROCESS; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 5-1 ROLL CALL VOTE.

YES	Bryant
	Walker
	Cataldo
	Dawson
	Crail
NO	Stile

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Final Reading and Adoption of **Ordinance No. 2023-06**, Amendment to Chapter 42 of the Mount Dora Code of Ordinances to allow Golf Carts on Certain City Streets.

City Attorney Sutphen read Ordinance No. 2023-06 by title only.

ORDINANCE NO. 2023-06

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 42 TRAFFIC AND VEHICLES AND THE USE OF GOLF CARTS IN THE CITY OF MOUNT DORA; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE I, IN GENERAL, SECTION 42-4, GOLF CART USAGE ON CERTAIN STREETS; ESTABLISHING CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 42, ARTICLE V, GOLF CARTS AND LOW SPEED VEHICLES; PROVIDING A SUNSET CLAUSE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Sutphen described the changes that had taken place since the ~~second~~ first reading on June 6, 2023, which involved removing the light bar language and adding a provision to sunset the ordinance. Parking solutions and signage are still being considered.

Mayor Stile opened public comment.

Rick Bridges, 1701 Park Forest Boulevard, President of the Country Club of Mount Dora Homeowners Association, confirmed Country Club of Mount Dora residents would not have to register their golf carts and could drive on the streets. The City would allow golf carts on City right of ways 24 hours a day.

MOTION BY COUNCILMEMBER CATALDO TO ADOPT ORDINANCE NO. 2023-06 AMENDMENT TO CHAPTER 42 OF THE MOUNT DORA CODE OF ORDINANCES TO ALLOW GOLF CARTS ON CERTAIN CITY STREETS; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

YES	Cataldo
	Walker
	Dawson
	Bryant
	Crail
	Stile
NO	None

2. Request Final Reading and Adoption of **Ordinance No. 2023-10**, Amending Section 3.5 of the Land Development Code for model homes

City Attorney Sutphen read Ordinance No. 2023-10 by title only.

ORDINANCE NO: 2023-10

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE RELATED TO TEMPORARY SALES OFFICES AND MODEL HOMES IN NEW DEVELOPMENTS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER III, ZONING REGULATIONS, SECTION 3.5, SUPPLEMENTAL REGULATIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION BY VICE-MAYOR CRAIL TO APPROVE THE FINAL READING OF ORDINANCE NO. 2023-10; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED BY A 6-0 ROLL CALL VOTE.

<i>YES</i>	Crail Dawson Cataldo Walker Bryant Stile
<i>NO</i>	None

3. Request Adoption of **Resolution No. 2023-17** Pertaining to Fiscal Year 22-23 Budget Amendment Related to the City Hall Expansion Project and Approval of the Task Authorization with CPH, LLC for Architectural and Engineering Design Services Associated with the City Hall Expansion Project

City Attorney Sutphen read Resolution No. 2023-17 by title only.

RESOLUTION 2023-17

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING THE FISCAL YEAR 2022-23 BUDGET RELATED TO THE CITY HALL EXPANSION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF FISCAL YEAR 2022-23 BUDGET AMENDMENT; 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.

Mr. Comiskey reviewed the history of the item and stated the goals are to provide additional office space and more room in Council Chambers. Council and staff discussed the amount of space that would be gained and the limitations of the expansion.

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

MOTION BY COUNCILMEMBER WALKER TO ADOPT RESOLUTION NO. 2023-17 FOR THE CITY HALL EXPANSION; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS ROLL CALL VOTE.

YES Walker
Dawson
Cataldo
Bryant
Crail
Stile
NO None

4. Request Adoption of **Resolution No. 2023-23**, Preliminary Fire Assessment Rate

City Attorney Sutphen read Resolution No. 2023-23 by title only.

RESOLUTION NO. 2023-23

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE RE-IMPOSITION OF THE FIRE SERVICES SPECIAL ASSESSMENT AND ESTABLISHMENT OF PRELIMINARY ASSESSMENT FOR FISCAL YEAR 2023-24; PROVIDING FOR AUTHORITY; PROVIDING A PURPOSE AND DEFINITIONS; PROVIDING FOR THE DELIVERY OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE SERVICES SPECIAL ASSESSMENTS; PROVIDING A LEGISLATIVE DETERMINATION OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; PROVIDING FOR COST APPORTIONMENT METHODOLOGY; PROVIDING FOR PARCEL APPORTIONMENT METHODOLOGY; PROVIDING A DETERMINATION OF FIRE SERVICES ASSESSED COSTS AND THE ESTABLISHMENT OF ANNUAL FIRE SERVICES SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023-24; PROVIDING FOR AN ASSESSMENT ROLL; PROVIDING FOR AUTHORIZATION OF PUBLIC HEARING; PROVIDING FOR NOTICE BY PUBLICATION; PROVIDING FOR NOTICE BY MAIL; PROVIDING A METHOD OF COLLECTION; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Comiskey explained the rate announced tonight is a preliminary. The final amount will be confirmed as the City moves further along in the budget process. The preliminary rate is ten dollars higher than last year's final rate, but may be lowered when the final rate is announced in September.

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

MOTION BY VICE-MAYOR CRAIL TO ADOPT RESOLUTION NO. 2023-23 SETTING THE PRELIMINARY FIRE ASSESSMENT RATE AT \$2.19; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

YES Crail
Dawson
Cataldo
Walker
Bryant
Stile
NO None

CITY MANAGER'S REPORT

1. Approve Designation of Acting City Manager for Future Leave

The City Manager announced the designation of Internet Technology Director Jim Faulkner as acting city manager in the event of the City Manager's absence for 3-21 days.

2. Informational - Procurement Notification

Mr. Comiskey directed attention to the notifications included in the agenda packet regarding fleet purchases for the police department involving Stingray Chevrolet and Dana Safety and Supply.

3. Lobbyist Update

Mr. Comiskey reported the Donnelly Street appropriation was approved, but the Community Center appropriation was vetoed by the Governor.

CITY ATTORNEY'S REPORT

Ms. Sutphen reported a lawsuit related to the City's building fees would be moved to Federal Court. She also spoke about the AMCO magistrate mediation that would take place June 27th at 9:00 a.m. She explained how the mediation would be conducted.

COMMUNICATIONS AND REPORTS

1. Councilmember Walker commended the City for its celebration of diversity.
2. Councilmember Bryant referred to the Communication Plan recently distributed by the City Manager.
3. Councilmember Cataldo thanked the residents for their interest in their City.
4. Councilmember Dennis Dawson commented favorably on the Juneteenth celebration.
5. Mayor Crissy Stile also spoke about the Juneteenth event.

ADJOURNMENT

MOTION BY COUNCILMEMBER WALKER TO ADJOURN; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 8:15 p.m.

CRISSY STILE, MAYOR
City of Mount Dora

JEANANN HAND, CITY CLERK
City of Mount Dora

DRAFT

EXHIBIT A

Agreement



Account No. _____

Password _____

Verbal Duress _____

1891 W. Fairbanks Avenue Winter Park, FL 32789 Agreements@LaneElectronics.com

This agreement made as of this 20 day of June, 2023 by and between Lane Electronics & Alarm Systems, Inc., (herein "Lane Electronics & Alarm Systems, Inc.") and _____ (herein "Subscriber")

1. Lane Electronics & Alarm Systems, Inc. agrees to install or cause to be installed, during the term of this Agreement the protection, (hereinafter sometimes referred to as the "System") described in the Schedule of Protection set forth (or in a separately attached Schedule of Protection), at the premises of Subscriber at: _____

Street _____ City _____ St _____ Zip Code _____ XST _____ Subd _____

SCHEDULE OF PROTECTION:

Police Department: _____

☐ Master Control Panel: Type _____ ☐ Transformer ☐ Battery ☐ Siren ☐ Keypad Control # _____

☐ Door Contacts # _____ ☐ Window Contacts # _____ ☐ Security Screens # _____ ☐ Glass Break Detectors # _____

☐ Motion Detectors # _____ ☐ Panic/Holdup Button ☐ Two-Way Voice ☒ Monitoring Service ☐ App Service

☐ Extended Warranty ☐ Cellular / Wireless Backup / Network

☐ Fire Alarm Testing & Inspection ☐ Repair & Maintenance Services Phone Line Panel is on _____

☐ Some or All Equipment Pre-existing, and not covered by any warranty

NOTES: Includes Exhibit A and Schedule B

EMERGENCY CALL LIST:

NAME

TELEPHONE NUMBER

2. It is understood and agreed by and between the parties hereto that Lane Electronics & Alarm Systems, Inc. is not an insurer, nor is the agreement intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any will be obtained by the Subscriber. Charges are based solely upon the value of the services provided and are unrelated to the value of the Subscriber's property or the property premises. The amounts payable by the Subscriber are not sufficient to warrant Lane Electronics & Alarm Systems, Inc. assuming any risk of consequential or other damages to the subscriber due to Lane Electronics & Alarm Systems, Inc. negligence or failure to perform except as specifically provided for in this Agreement. Subscriber does not desire this Agreement to provide for the liability to Lane Electronics & Alarm Systems, Inc. and Subscriber agrees that Lane Electronics & Alarm Systems, Inc. shall not be liable for loss of damage due directly or indirectly to any occurrence or consequences therefrom, which the service is designed to detect or avert. From the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any which may proximately result from a failure on the part of Lane Electronics & Alarm Systems, Inc. to perform any of it's obligation hereunder, or the failure of the System to properly operate. If Lane Electronics & Alarm Systems, Inc. should be found liable for loss or damage due to failure on the part of Lane Electronics & Alarm Systems, Inc., or it's system, in any respect, such liability shall be limited to an amount equal to ten percent of one year's recurring service charge or the amount of \$250.00, whichever is greater, and this liability shall be exclusive. The provisions of this paragraph shall apply in the event loss or damage. Irrespective of cause or origin, results directly or indirectly to persons or property from the performance or non-performance of the obligation set forth by the terms of this agreement or from negligence, active or otherwise, of Lane Electronics & Alarm Systems, Inc. it's agents or employees. In the event that Subscriber desires Lane Electronics & Alarm Systems, Inc. to assume greater liability for the performance of it's services under this agreement, a choice is hereby given of obtaining full or limited liability by paying an additional amount proportioned to the amount of liability Lane Electronics & Alarm Systems, Inc. will assume. If this option is chosen, an additional rider shall be attached setting forth the additional liability of Lane Electronics & Alarm Systems, Inc., and the additional charges.

3. Subscriber agrees to pay to Lane Electronics & Alarm Systems, Inc. the installation charges indicated by paying an amount equal to 50% of the total installation charges at the time of signing this agreement and by paying the amount of the BALANCE DUE upon completion of the installation. Further, the Subscriber agrees to pay to Lane Electronics & Alarm Systems, Inc. the amount of the RECURRING SERVICE CHARGE indicated below, in advanced during the term of this Agreement and any automatic renewal thereof. IN ADDITION, IN THE EVENT OF TERMINATION BY THE SUBSCRIBER PRIOR TO THE END OF THE TERM OF THE AGREEMENT. THE AGREED UPON DAMAGE PAYMENT SET FORTH SECTION 15 HEREOF, WHICH MAY BE SUBSTANTIAL, WILL BECOME IMMEDIATELY DUE AND PAYABLE.

4. Subscriber acknowledges that security representative has advised the subscriber of additional equipment available for the protection of the subscriber and the subscribers premise and the charge associated with these items. (Customer Initials _____)

Installation Charges:

Installation Price \$ _____
Cellular/Radio Backup \$ _____
Other \$ _____
Use or Sales Tax (if applicable) \$ _____
Total \$ _____
Deposit Received: \$ _____
(50% of Total Installment Charges)
Balance Due \$ _____

Lane Electronics & Alarm Systems, Inc.

State License EF0000563

Approved _____

Authorized Representative

Date _____

Monthly Charges:

Central Station Monitoring Service \$ _____
Cellular/Radio/Network \$ _____
App Service \$ _____
Time Test, Open/Close, Inspection \$ _____
Extended Warranty, Repair & Maintenance \$ _____
Sales Tax \$ _____
Total Monthly Service Charge \$ _____

Billing Cycle: ☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual

Social Security # _____

***See Schedule B**

Subscriber Signature

Date

Please Print Name

Phone Number

The terms and conditions contained on the second page of this agreement are incorporated herein and by reference made a part hereof.

5. Lane Electronics & Alarm Systems, Inc. does not represent or warrant that the System may not be compromised or circumvented. Subscriber acknowledges that Lane Electronics & Alarm Systems, Inc. is not an insurer, that Subscriber assumes all risk for loss or damage to Subscriber's premises or to its contents, whether belonging to Subscriber or others; that Lane Electronics & Alarm Systems, Inc. has made no representations or warranties, express or implied, except as which sets forth Lane Electronics & Alarm Systems, Inc. obligations and maximum liability in the event of any loss or damage to Subscriber.
6. The terms of this Agreement shall be three (3) years from the date service is first operative under this Agreement and shall automatically renew at the end of each term, for an additional three-year term. At the end of this term, the Agreement is terminable by either party upon the giving of a thirty (30) days prior written notice to that effect to the other party, provided however, that the Subscriber shall pay all charges due for services rendered prior to the termination date. Due to the investment of time, discounting of equipment, Lane Electronics & Alarm Systems, Inc., will not release the Subscriber from this contract, for any reason whatsoever, including Sale of home, unless the balance of the contract is paid in full, or the new homebuyer resigns with Lane Electronics & Alarm Systems, Inc. for the minimum term of remaining contract.
7. Testing: It shall be the responsibility of the Subscriber to test the operation of the alarm system to assume its operation. Further, it shall be the responsibility of the Subscriber to authorize and request repairs when needed.
8. It is understood by Subscriber that the security system is dependent on operational communication, including, but not limited to, phone line, cellular network, or internet communications. Lane Electronics & Alarm Systems, Inc. is not responsible, ***Nor will be held liable, for any loss **due to loss of communication or service from any communication path or their third-party providers. Nor will Lane Electronics & Alarm Systems, Inc., be liable for communication from the Subscriber's premise to the central station if communication is cut, disabled, placed on vacation service, out of order or for any other type of interruption of service. It is also understood that backup communications may be available, and it's the customer's sole responsibility to request and pay for a backup communication source.
9. The Subscriber agrees to furnish Lane Electronics & Alarm Systems, Inc. in writing and on a continuing basis, a list of names and phone numbers of persons (responders) to be notified upon receipt of a signal and to take full responsibility for the accuracy of such information. Subscriber hereby authorizes and directs Lane Electronics & Alarm Systems, Inc. as its agent to detain and cause the arrest of every person found in and about the premises without authorization and to hold every such person until released by a representative of Subscriber set forth in the list pursuant to this Agreement or delivered into police custody; in all such cases the Subscriber agrees to indemnify and hold Lane Electronics & Alarm Systems, Inc., its employees and agents harmless against all liability, cost, damage or expense (including reasonable attorney's fees) in consequence of such arrest and /or detention.
10. Subscriber acknowledges that whatever permission is necessary has been obtained from local law enforcement agencies for the monitoring of the security system. Subscriber shall accept responsibility for any registration, fees, fines or levies imposed by local governmental bodies with regard to the alarm system, false alarms or dispatch of fire or police resulting from a signal received at the central station.
11. In the event any person not a party to this Agreement shall file any claim against Lane Electronics & Alarm Systems, Inc. for any reason whatsoever related to the service furnished hereunder including without limitation the installation, repair, monitoring, operation, mis-operation or non-operation of the system. Subscriber agrees to indemnify, defend and hold Lane Electronics & Alarm Systems, Inc. its employees and agents from any and all claims, including payment of all damages, expenses and cost (including reasonable attorney's fees).
12. In the event any taxes, fees and charges related to the system, the installation or the service, are increased, or if additional taxes, fees, charges or utility charges are imposed, then Lane Electronics & Alarm Systems, Inc. shall have the right, at any time, to pass on to the Subscriber the amount of any such charges. Notwithstanding any other terms and conditions set forth herein, after the expiration of one (1) year of the completion of installation, Lane Electronics & Alarm Systems, Inc. may increase the recurring service charge upon giving the Subscriber notice in writing within thirty (30) days after receipt of the company's notice, subscriber may exercise its right to cancel, provided the Subscriber shall not then be in default of any of the terms and conditions of this Agreement. Failure to notify Lane Electronics & Alarm Systems, Inc. within thirty (30) days will constitute the Subscriber consent to the increase and all of the other terms and conditions of this Agreement shall remain in full force and effect.
13. This Agreement may be assigned by Lane Electronics & Alarm Systems, Inc. without the consent of the Subscriber and Lane Electronics & Alarm Systems, Inc. shall have the further right to subcontract any services which it is obligated to perform hereunder.
14. This Agreement is not binding unless approved in writing by authorized representative of Lane Electronics & Alarm Systems, Inc. If such approval is not obtained, the only liability of Lane Electronics & Alarm Systems, Inc. shall be to return Subscriber the amount, if any, paid to Lane Electronics & Alarm Systems, Inc. upon signing of this Agreement by its Sales Representative.
15. Customer agrees that monitoring shall commence three (3) business days following installation and only after receipt of 1st monitoring billing cycle and final installation balance.
16. Central station signal receiving and notification service shall be provided if the first page of this Agreement includes a charge for Central Station Signal Receiving. And in the event an alarm signal registers at Central Station, Central Station shall endeavor to notify the appropriate Police or Fire department and the designated representative of Subscriber. In the event a supervisory signal registers a Central Station, Central Station shall endeavor to notify the designated representative of the Subscriber.
17. In the event Subscriber defaults in the performance of any of the terms or conditions of this Agreement, including the failure to make any payment as agreed herein, the balance of the moneys due for the unexpired term of this Agreement shall immediately become due and payable. In addition, Subscriber agrees to pay to Lane Electronics & Alarm Systems, Inc. all sums to which Lane Electronics & Alarm Systems, Inc. may be entitled under the law by virtue of said default, including reasonable attorney's fees and or collection fees.
18. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in fullforce and effect.
19. At Lane Electronics & Alarm Systems, Inc.'s option, the Subscriber may be charged for any false alarm caused by the Subscriber or for any unnecessary service run. The Subscriber also agrees to pay additional service calls during the fire marshal inspections and agrees to pay for any additional required devices by the fire marshal.
20. Warranty: If direct sale is indicated on the reverse side, there is a one-year warranty parts & labor. Conditions not included by warranty are: Damage resulting from accidents, act of God, alteration, misuse, tampering, abuse or failure of the Subscriber to properly follow operating instructions. Subscriber shall notify Lane Electronics & Alarm Systems, Inc. for warranty service. Upon inspection by Lane Electronics & Alarm Systems, Inc. representative, should it be found necessary to make repairs to the system due to one of the "conditions" not covered by warranty, an assessment and repair charge will be made for such repair by Lane Electronics & Alarm Systems, Inc. then applicable rates for labor and material. Service will be furnished by Lane Electronics & Alarm Systems, Inc. during normal working hours 8:30 AM. to 5:00 P.M. , Monday through Friday, except holidays. Repair after said schedule must be approved by Lane Electronics & Alarm Systems, Inc. and will be charged at Lane Electronics & Alarm Systems, Inc. after hours applicable rates.

EXHIBIT "A"

Alarm Monitoring Contractor: Lane Electronics & Alarm Systems, Inc. ("Lane")

Subscriber: City of Mount Dora ("City")

Properties listing:

1. Mount Dora WTP – 1600 Niles Rd, Mount Dora 32757
2. Mount Dora Old Fire Station 35 – 4300 Hwy 19A, Mount Dora 32757
3. Mount Dora Community Center – 520 N. Baker St, Mount Dora 32757
4. Mount Dora City Hall – 510 N. Baker St, Mount Dora 32757
5. Mount Dora MLK Center – 803 Florida Ave, Mount Dora 32757
6. Mount Dora Annex Building – 900 Donnelly St, Mount Dora 32757
7. Mount Dora FD/PD – 1300 Donnelly St, Mount Dora 32757
8. Mount Dora Library – 1995 Donnelly St, Mount Dora 32757
9. Mount Dora Frank Brown Park – 1245 E. Pine Ave, Mount Dora 32757
10. Mount Dora New Fire Station 35 – 3200 North Hwy 19A, Mount Dora 32757
11. Mount Dora Simpson Farmhouse
12. Mount Dora Evidence Trailer

SCHEDULE B

Lane Electronics & Alarm Systems

Number of Buildings	9	6
	<u>Fire</u>	<u>Security</u>
Initial Inspection, Installation, Programming	\$	6,640.50 Proposal 242067
Cell communicator (8) <i>as fire station already has one installed</i>	\$ 395.00	\$ 295.00 One time fee
Monthly Charge	\$ 67.50	\$ 32.00
Cell communicators and 1st monthly fee		5,729.50 Proposal 243127
		Annual fee
		\$ 9,594.00
Total Initial Cost	\$	12,370.00

ADDENDUM TO AGREEMENT

Alarm Monitoring Contractor: Lane Electronics & Alarm Systems, Inc. (“Lane”)

Subscriber: City of Mount Dora (“City”)

Property: See **Exhibit “A”** attached hereto for list of City properties

The following terms are made part of the Agreement concerning the alarm monitoring services between Lane and the City for the above referenced Property.

1. Section 3 of the Agreement is hereby amended to delete reference to Section 15 and replace the same with Section 17.

2. Section 6 of the Agreement is deleted in its entirety and replaced with the following:

The Term of this Agreement shall be for a period of one (1) year from the date of execution by the City with the ability to renew for successive periods of one (1) year, provided such renewal is through written amendment to the Contract between the parties. This Agreement is terminable by either party given thirty (30) days written notice to the other party. In the event of termination, the City shall pay all charges due for services rendered prior to the effective date of termination. If such termination is initiated by the City or due to default of the City, the City shall pay all amounts due through the end of the current Term of the Agreement which is being terminated.

3. Section 12 is hereby amended to include the following:

Lane acknowledges that the City is a tax-exempt government entity.

4. Section 17 is deleted in its entirety and replaced with the following:

In the event Subscriber defaults in the performance of any of the terms or conditions of this Agreement, including the failure to make any payments as agreed herein, the balance of the moneys due for the unexpired term of the Agreement shall immediately become due and payable.

**LANE ELECTRONICS & ALARM
SYSTEMS, INC.**

CITY OF MOUNT DORA

Print: _____
Title: _____

Print: _____
Title: _____

EXHIBIT B

Date: June 20, 2023

**Roland V. Williams
4104 Golden Leaf Grove
Peachtree Corners, GA 30092
321-947-5253**

**Mount Dora City Officials
555 Baker Street
Mount Dora, FL 32757**

RE: REMOVAL OF 1326 N ORANGE STREET LIEN

To City Officials,

We are here because I believe that there has been a serious error on the part of the Code Office in applying for a lien against my property.

As an introduction to this situation, the City was asked to come to my property to remove the occupants of the property.

This house was not a rental property for the past 9 years. My oldest brother, James Williams, moved into this house in 2013 and lived there until he had a medical emergency in July of 2021. James did not return to this home again but was confined to the auspices of Advent Health Care.

By August 2021, it was decided that James would not return, it became obvious that the house would be closed and his sons, Jamie and Jason would need to leave. As I began to talk to them about leaving, it became increasingly more evident that they were firm on continuing to live there with rent free, and they could do drugs and sell drugs without being challenged by the police. By late September, the boys had become so belligerent and hostile toward me about staying in the house they were openly selling drugs. An eviction was given to them in October 2021 to begin a process of removal, and later it was realized that an ejection was required because it was not a rental.

About November 2021, the City Code and Building Department were requested to come to the property to influence them to move. These departments left warnings of the building not being safe and fit for human habitation, but this did not influence them since the officials never threaten them with any actions. While still trying to get an ejection processed through the Lake County courts, in early November after the water and electricity were turned off, the occupants started using a gas generator. On November 6, I had written to City official to encourage their removal for the fire hazard and later to use the Noise Ordinance. The city enforcers had no teeth in the matter and could not or would not enforce any of the relevant laws.

Finally, the ejection order was to be served on November 23, 2021. Actions that were taken after their removal: 1) Cleared the property of all the furnishings and unwanted clothing; 2) A team of housekeepers worked clearing and sanitizing the house of bugs and debris; 3) Surveyed the property for needed repairs to close holes in the walls, floors, and windows.

Started addressing specific concerns of the Code Officers:

- 1) Met with Code Officer, Michelle Miles on February 9, 2022, at the property for her to verify that all unsafe conditions had been removed. There were holes in the wall of the second bedroom and front window stuffed with clothing; the back bedroom had an unknown leak down through a light fixture. A roof repair had been made to seal the leak.
- 2) By April 2022, the porch, which was a source of much complaint because the roof was leaking and there were holes in the floor was in need of attention. A structural engineer, Richard Richardson, PE of Orlando, was consulted on best options for use or demolition of the porch. It was decided to demolish the porch and replace it with a 10x20 deck. Drawings were submitted to the city and approved by the Building Department. Several approvals have been made by the Building Department for the deck, and it is close to completion.
- 3) In May 2022, the rolled roof structure was totally removed and replaced by a metal roof system.

In summary, the property is a work in progress, and I have worked daily with City officials as necessary to bring the property into compliance.

Sincerely,

Roland V. Williams, Owner
321-947-5253

Path I to Remove 1326 North Orange Street Lien

July 2021 James Williams, the legal occupant of the property became ill and was eventually housed at Advent Senior Center.

July 2021 Jamie and Jason Williams were notified of an eviction to leave premises because of drug selling, etc.

November 2021 Asked City Building Department to survey property for building violations to encourage occupants to move.

November 5, 2021, City Building Inspector found the property unsafe and sighted areas of concern.

November, 2021, City Code Officer Inspects property and writes a Code Violations Report.

November 6, 2021, Owner writes letter to Officials about fire hazard per occupant using gas generator to compensate for water and electric turned off.

November 23, 2021, an ejection notice was served by Lake County Sheriff's Office.

February 9, 2022, Owner met Code Officer Michelle Miles at property to get status of completed work.

February 10, 2022, Code hearing with the City Magistrate Court. A date of August 9, 2022 was set for compliance with the next hearing on August 18, 2022.

April 13, 2022, Permit # P22-04-0042 was issued to re-roof the entire house in metal.

May 6, 2022, Permit # P22-05-0017 was issued to demolish porch and to replace with a deck. Also, included was to add vent for kitchen sink and placing wood siding.

August 18, 2022 Cancelled hearing.

September , 2022 Hearing status unknown.

October , 2022 Hearing status not clear.

Path I to Remove 1326 North Orange Street Lien, Continued

November, 2022 Hearing status not clear.

December, 2022 Hearing status not clear.

Path II to Remove 1326 North Orange Street Lien

February 10, 2022, Code hearing with the City Magistrate Court. A date of August 9, 2022 was set for compliance with the next hearing on August 18, 2022.

August 18, 2022 Cancelled hearing.

September , 2022 Hearing status unkown.

October , 2022 Hearing status not clear.

November, 2022 Hearing status not clear.

December, 2022 Hearing status not clear.

--The recorded instrument #2022161135 of the Clerk of the Courts dated 12/16/2022, contains a reference to a property not belonging to me at 403 E. Jackson Avenue.



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

DATE: July 18, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Ratification of a Purchase Outside the Parameters of the City Purchasing Policy in the amount of \$331,341.00 for Tymco Model 600 Street Sweeper from Container Systems and Equipment Co., Inc.

Introduction:

This is a request for Council to ratify the purchase of a TYMCO Model 600 Street Sweeper.

Discussion:

The City initially intended to purchase a small street sweeper to supplement its larger sweeper, which purchase was included in the FY 2022-2023 CIP. Upon examination of the equipment, staff found the existing sweeper exceeded its useful life, and recommended the purchase of a larger sweeper than what was originally budgeted. Following negotiations with the vendor, staff included the increased funding required for the purchase as part of the Mid-Year Budget Amendment (see Resolution No. 2023-11, as Attachment #2). Following approval of the budget amendment, staff initiated the purchase of the item.

At the City Manager's initial weekly purchasing meeting with staff, the team discovered that the purchase of the street sweeper was not presented to council per policy. Accordingly, this purchase is presented for ratification by City Council.

Budget Impact:

Funds were budgeted from Stormwater GL# 440-1540-538.64.01 in FY 2022-2023, and amended via Resolution No. 2023-11, Mid-Year Budget Amendment.

Strategic Impact:

Infrastructure.

Recommendation:

Council ratify the purchase of the TYMCO Model 600 Street Sweeper.

Attachment(s):

1. Attachment #1 TYMCO Sweeper Quote
2. Attachment #2 - Reso No. 2023-11 Mid-Year Budget Amendments for Fiscal Year 2022-23

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 - 7/13/2023
Approved - 7/13/2023
Approved - 7/13/2023
Final Approval -
7/13/2023

- PRICE QUOTE -

**2023 TYMCO Model 600 on 2023 Freightliner M2 - DEMONSTRATOR
Regenerative Air Street Sweeper**

DATE: April 17, 2023

TO: City of Mt. Dora

QTY.	DESCRIPTION	PRICE
one (1)	TYMCO Model 600 <i>with all standard equip. (see attached "General Specifications" sheet), and including the following std. and optional equip.:</i> 2023 Freightliner M2-106 cab & chassis, with dual steering & dual gauge pkg. 200 hp, Cummins B6.7 diesel engine, Allison 2500 RDS-P, 6 speed transmission 33,000 lbs. GVWR, single speed rear axle, 165" WB, dual air horns, battery disconnect switch John Deere 4045T final tier 4 aux. engine, 99 hp w/BlueLogic Control System, 3.8 gal. (Aux. engine) DEF tank w/remote engine oil level sight gauge 51 gallon fuel tank (shared, sweeper & chassis) 6 gal. (chassis) DEF tank <u>Including the following optional equip.:</u> Comdex Pkg., includes 330 gal water cap. & storage box 4 ea. additional water nozzles – hopper, LH & RH gutter brooms, pressure transition tube Water tank level gauge Pick-up head curtain lifter Pick-up head pressure inlet water injection system Broom Assist pick-up head (BAH) Auto Sweep Interrupt (ASI) w/overspeed interrupt and rpm resume High Pressure washdown system – incl. CAT 290 water pump, w/wash down hose & gun, auto. hose reel w/ 50' hose Sweeper Deluge includes hopper deluge, pick-up head deluge, and 6" pick-up head pressure inlet clean-out port Gutter Broom tilt adjuster, both sides Gutter Broom drop down, both sides Variable speed gutter brooms, Sweeper odometer (std.) Skid bumper ext. set Abrasion Protection Pkg. Aux. Hand Hose w/hydraulic boom assist, includes aux. hydraulic system & wireless remote, manhole cover lift upgrade Reverse pick-up head system (reverse chains) – Std. Dump switch in cab Reverse (Back-up) camera (std.), plus additional camera provides close up sweeper head view Stainless Steel Pkg: Hopper, includes: screen, hopper door, hopper inspection doors, raker plate, high-capacity dust separator, and bolt-on blower housing Hopper screen vibrator	

(continued on pg. 2)



ATTACHMENT #1

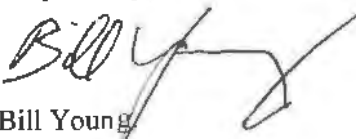
TYMCO 600 DEMO Quote
April 17, 2023
Page 2

hydrant wrench
Hydraulic shut-off valve
12' parabolic mirror, 2 ea., (ILO 10.5 " parabolic mirrors)
Arrowstik – LED: Whelen TACF85LH, SAE Class 1, 44", includes
Left & Right turn indicator, and 2 flashing modes
LED lights – stop, tail, clearance, side marker lights (std.)
LED Floodlights, 4 ea. – 1 for ea. gutter broom, 2 ea. at rear of sweeper (std.)
LED light bar - on cab roof
LED alternating warning lights in grille
Hazard reflectors, Fire Ext.

SUB-TOTAL:	\$ 340,341.00
LESS: Demo Discount:	- 9,000.00
TOTAL:	\$ 331,341.00
NOTE: - TYMCO PARTS CREDIT INCLUDED w/Sweeper (NO EXPIRATION ON PARTS CREDIT)	\$ 3,000.00

F.O.B.: Mt. Dora, Florida
DELIV.: in stock - see notes below
TERMS: net 30 w/Purchase Order
TAXES: Exempt
WARRANTY: Sweeper: 12 months/1,000 hours
Cab & Chassis: Base Vehicle: 2 years, unlimited miles
Allison transmission: 3 years, unlimited miles
John Deere Engine: 2 years, 2000 hrs.
NOTES: Current cab & chassis miles/hours: 1,167 mi./44.3 hours
Current Sweeper (aux. engine) hours: 3.1 hours
NOTE: unit is not available for delivery before June 1, 2023, and will have some additional miles & hours when delivered.
Subject to review after May 1, 2023.

Respectfully,


Bill Young
Pres.

ATTACHMENT #2

RESOLUTION 2023-11

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO BUDGET ADJUSTMENTS FOR FISCAL YEAR 2022-2023; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF 2022-2023 BUDGET ADJUSTMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on September 20, 2022, the City of Mount Dora, adopted Resolution 2022-51, approving the City's total operating budget for Fiscal Year 2022-2023; and

WHEREAS, on October 4, 2022, the City of Mount Dora, adopted Resolution 2022-63, which amended the City's total operating budget for Fiscal Year 2022-2023; and

WHEREAS, on January 3, 2023, the City of Mount Dora, adopted Resolution 2023-02, which amended the City's total operating budget for Fiscal Year 2022-2023; and

WHEREAS, in order to recognize unanticipated revenues and expenditures, it is necessary to make further adjustments to the City's 2022-2023 operating budget.

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 2022-2023 Budget Adjustments. The City's 2022-2023 Operating Budget is hereby adjusted as set forth in **Exhibit "A"** attached hereto. As applicable, the transfer of funds may be made from any legally acceptable source.

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.

ATTACHMENT #2

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to certain specified purchases and the mid-year amendment to the Fiscal Year 2022-2023 Budget, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. 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 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

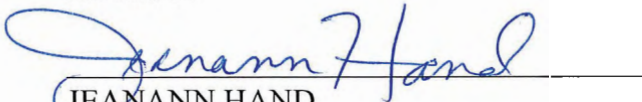
SECTION 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 18th day of April, 2023.

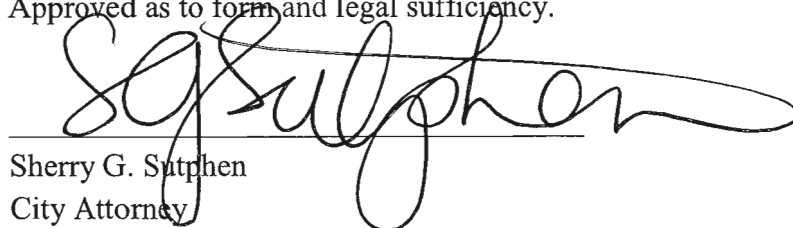


CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:


JEANANN HAND
CITY CLERK

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


Sherry G. Sutphen
City Attorney

ATTACHMENT #2

EXHIBIT "A"

Budget Adjustments Fiscal Year 2022-2023

Exhibit "A"
ATTACHMENT #2
PROPOSED BUDGET FISCAL YEAR 2022 - 2023

FUND	Final budget	Duke Energy Foundation Economic Development Grant	Wastewater treatment Plant #1 Maintenance	Mid-Year Budget Amendment	Amended budget
	2022-51	2022-63	2023-02	2023-11	
001 - General Fund	\$ 26,777,120	\$ 17,000	\$ -	\$ 48,414	\$ 26,842,534
015 - CARES Act Funding	\$ -	\$ -	\$ -	\$ -	\$ -
111 - Discretionary Sales Tax	\$ 3,357,917	\$ -	\$ -	\$ (253,831)	\$ 3,104,086
117 - Community Redevelopment Agency	\$ 3,043,184	\$ -	\$ -	\$ -	\$ 3,043,184
118 - Northeast Community Redevelopment Agency	\$ 8,667,125	\$ -	\$ -	\$ -	\$ 8,667,125
123 - Protective Inspections	\$ 4,457,761	\$ -	\$ -	\$ -	\$ 4,457,761
124 - Police Impact Fee	\$ 325,038	\$ -	\$ -	\$ -	\$ 325,038
125 - Fire Impact Fee	\$ 350,000	\$ -	\$ -	\$ -	\$ 350,000
126 - Library Impact Fee	\$ 707,502	\$ -	\$ -	\$ -	\$ 707,502
127 - Parks Impact Fee	\$ 3,147,155	\$ -	\$ -	\$ 55,524	\$ 3,202,679
131 - Fire Assessment Fee	\$ 11,653,004	\$ -	\$ -	\$ (1,911,050)	\$ 9,741,954
150 - Cemetery	\$ 80,000	\$ -	\$ -	\$ -	\$ 80,000
200 - Debt Service	\$ 1,563,165	\$ -	\$ -	\$ -	\$ 1,563,165
310 - Capital Construction	\$ 30,486,634	\$ -	\$ -	\$ (1,848,401)	\$ 28,638,233
410 - Electric	\$ 11,825,693	\$ -	\$ -	\$ -	\$ 11,825,693
415 - Electric Construction	\$ 1,475,207	\$ -	\$ -	\$ -	\$ 1,475,207
421 - Water / Wastewater Utility	\$ 42,443,386	\$ -	\$ 289,071	\$ (25,152,523)	\$ 17,579,934
422 - Wastewater Impact Fee	\$ 2,905,323	\$ -	\$ -	\$ -	\$ 2,905,323
423 - Water Impact Fee	\$ 2,116,549	\$ -	\$ -	\$ -	\$ 2,116,549
425 - Water / Wastewater Construction	\$ 28,622,987	\$ -	\$ -	\$ (25,076,561)	\$ 3,546,426
430 - Sanitation Utility	\$ 3,987,042	\$ -	\$ -	\$ -	\$ 3,987,042
440 - Stormwater Utility	\$ 4,107,145	\$ -	\$ -	\$ 52,231	\$ 4,159,376
445 - Stormwater Construction	\$ 2,760,641	\$ -	\$ -	\$ (23,769)	\$ 2,736,872
500 - Public Work Warehouse	\$ 19,413,348	\$ -	\$ -	\$ 330,312	\$ 19,743,660
501 - Vehicle Replacement	\$ 257,617	\$ -	\$ -	\$ -	\$ 257,617
510 - Self Insured Health	\$ 3,030,736	\$ -	\$ -	\$ -	\$ 3,030,736
515 - Property & Casualty & Workers Compensation	\$ 880,544	\$ -	\$ -	\$ -	\$ 880,544
Total City Wide Budget	218,441,823	17,000	289,071	(53,779,654)	164,968,240

ATTACHMENT #2

Exhibit "A" DETAIL FOR RES. 2023-11 STAFF RECOMMENDED ADJUSTMENTS

FUND	ACCOUNT DESCRIPTION	ADOPTED BUDGET	PROPOSED ADJUSTMENT	AMENDED BUDGET	Description
GENERAL FUND - 001					
001-0000-366.50-01	Donations - Parks	-	30,600	30,600	Increase - Edgerton Fountain Donations
001-0000-311.00-02	Ad Valoerm - Delinquent	-	3,462	3,462	Increase - Delinquent Ad Valorem tax Revenue
001-0000-335.12-10	State Sales Tax	133,383	58,153	191,536	Increase - State Sales Tax Revenue
001-0000-322.90-01	Permits Other - Site Permits	30,000	12,200	42,200	Increase - Site Permits Revenue
001-0000-366.16-01	Donations - Police	-	5,080	5,080	Increase - Police Donations
001-0000-347.40-80	Special Events/Outside	136,297	8,388	144,685	Increase - Special Events/Outside Revenue
001-0000-389.10-01	Estimated Carryover	1,062,359	(69,469)	992,890	Decrease Purchase Rollovers from FY2021-2022
	REVENUES		48,414		
001-5555-581.03-10	Transfer to General Construction	950,000	227,500	1,177,500	Transfer to Construction Fund for Edgerton Fountain Renovation Project
001-5555-580.99-01	Contingency/ Budget Stabilization	379,561	(122,500)	257,061	Decrease Contingency due to Golf Cart Purchase - green energy and 5th Avenue from Baker to Royalou new curb project
001-1130-512.48-01	Promotional Activities/Ad	75,481	(15,646)	59,835	Decrease PO 22-00400
001-1250-513.41-01	Communication Services	126,614	(15,114)	111,500	Decrease PO 22-00305
001-5555-580.64-01	Machinery & Equipment	336,679	(43,826)	292,853	Decrease PO 22-00015 and 22-00405
001-5555-580.64-01	Machinery & Equipment	292,853	18,000	310,853	Increase fund for Golf Cart Purchase - green energy
	EXPENDITURES		48,414		
DISCRETIONARY SALES TAX - 111					
111-0000-381.10-01	Estimated Carryover	1,819,405	(253,831)	1,565,574	Decrease Purchase Rollovers from FY2021-2022
	REVENUES		(253,831)		
111-1710-521.64-01	Machinery & Equipment	675,021	(33,456)	641,565	Decrease PO 22-00142
111-5555-581.03-10	Transfer to General Construction	2,608,009	(220,375)	2,387,634	Decrease transfer for Cauley Lott Project, Triangle and Street Resurfacing due to PO rollovers
	EXPENDITURES		(253,831)		
PARK IMPACT - 127					
127-0000-389.10-01	Estimated Carryover	2,672,380	55,524	2,727,904	Net of Decrease of PO's rollover, decrease due to elimination of Frank Brown Project and increase of funding needed for Lincoln Park restrooms and parking
	REVENUES		55,524		
127-5555-581.03-10	Transfer to General Construction	3,147,155	55,524	3,202,679	Net of Decrease of PO's rollover, decrease due to elimination of Frank Brown Project and increase of funding needed for Lincoln Park restrooms and parking
	EXPENDITURES		55,524		
FIRE ASSESSMENT FUND - 131					
131-0000-389.10-001	Estimated Carryover	9,770,403	(1,911,050.00)	7,859,353	Decrease of PO's rollover for Fire Station 34 and 35
	REVENUES		(1,911,050)		
131-5555-581.03-10	Transfer to General Construction	9,738,436	(1,911,050.00)	7,827,386	Decrease of PO's rollover for Fire Station 34 and 35
	EXPENDITURES		(1,911,050)		

ATTACHMENT #2

FUND	ACCOUNT DESCRIPTION	ADOPTED BUDGET	PROPOSED ADJUSTMENT	AMENDED BUDGET	Description
GENERAL CONSTRUCTION - 310					
310-0000-381.00-01	Transfer from General Fund	950,000	227,500	1,177,500	Increase in transfer from General Fund for Edgerton Fountain, IT Server Room AC, City Hall Apron
310-0000-381.01-11	Transfer from Discretionary Sales Tax Fund	2,608,009	(220,375)	2,387,634	Decrease transfer for Cauley Lott Project, Triangle and Street Resurfacing due to PO rollovers
310-0000-381.01-31	Transfer from Fire Assessment Fund	9,738,436	(1,911,050.00)	7,827,386	Decrease in transfer from Fire Assessment Fund for Fire Station 34 and 35
310-0000-381.01-27	Transfer from Park Impact Fund	3,147,155	55,524	3,202,679	Net of Decrease in transfer from Park Impact Fund for Lincoln Community Park & Pool, elimination of the Frank Brown Project and increase in funds for Lincoln Park Restroom Project and add Parking
REVENUES			(1,848,401)		
310-5555-580.63-01-PK2319	Imp. Other then Building - Edgerton Fountain Renovation	-	37,000	37,000	Increase funds for Edgerton Fountain Renovation Project
310-5555-580.63-01-IT2320	Imp. Other then Building - IT Server room AC	-	47,000	47,000	Increase funds for IT Server room AC
310-5555-580.63-01-PW2321	Imp. Other then Building - City Hall Apron	-	39,000	39,000	Increase funds for City Hall Apron
310-5555-580.63-01-PW2323	Imp. Other then Building - 5th Ave New Curb	-	104,500	104,500	Increase funds for 5th Ave New Curb project
310-5555-580.46-01-CP0809	Imp. Other then Building - Street Resurfacing	308,300	(7,589)	300,711	Decrease PO 22-00271
310-5555-580.62-34-FS0034	Building - Fire Station 34	6,932,118	(402,484)	6,529,634	Decrease POs - Fire Station 34
310-5555-580.62-35-FS0035	Building - Fire Station 35	2,806,318	(1,508,566)	1,297,752	Decrease POs - Fire Station 35
310-5555-580.63-01-CL2001	Imp. Other then Building - Cauley Lott	2,111,983	(206,224)	1,905,759	Decrease POs - Cauley Lott
310-5555-580.63-01-PK2103	Imp. Other then Building - Triangle Elementary	1,286,426	(6,562)	1,279,864	Decrease PO 21-51718 - Triangle Elementary
310-5555-580.63-01-PK2006	Imp. Other then Building - Lincoln Community Park & Pool	1,076,655	(13,976)	1,062,679	Decrease POs - Lincoln Community Park & Pool
310-5555-580.63-01-PK2306	Imp. Other then Building - Frank Brown Park	70,500	(70,500)	-	Decrease funds for Frank Brown Park Project
310-5555-580.63-01-PK2309	Imp. Other then Building - Bathrooms at Lincoln Park 11th Street	150,000	140,000	290,000	Increase funds for Lincoln Park Restroom and add Parking
EXPENDITURES			(1,848,401)		
ELECTRIC CONSTRUCTION - 415					
415-0000-381.04.10	Transfer from Electric Fund	1,475,207	-	1,475,207	Status Quo
REVENUES					
415-5555-580.63-01-EL2220	Imp. Other then Building - Substation	300,000	(106,200)	193,800	Decrease fund needed for Substation Project
415-5555-580.63-01-EL2322	Imp. Other then Building - M596 11th Street	308,800	(308,800)	-	Eliminate the M596 11th Street Project in this year - we will re-budget in FY2023-24
415-5555-580.63-01-EL2322	Imp. Other then Building - Grantham Point Rebuild	-	415,000	415,000	Increase funds for Grantham Point Rebuild Project
EXPENDITURES					

ATTACHMENT #2

FUND	ACCOUNT DESCRIPTION	ADOPTED BUDGET	PROPOSED ADJUSTMENT	AMENDED BUDGET	Description
WATER/WASTEWATER - 421					
421-0000-384.00-01	Debt Proceeds	23,582,478	(23,582,478)	-	Decrease Loan revenue - Eliminate WWTP#1 Rehab Construction SRF Loan
421-0000-337.30-01	Local Government Grant	3,000,000	(3,000,000)	-	Decrease Grant revenue - Eliminate WWTP#1 Rehab Construction Grant
421-0000-389.10-01	Estimated Carryover	1,757,721	129,955	1,887,676	Net of Decrease in Purchase Rollovers from FY2021-20 and increase for Wastewater Treatment Plant #2 Expansion Project WW2316
421-0000-389.10-01	Estimated Carryover	1,887,676	1,300,000	3,187,676	WWTP#1 Rehab Construction
	REVENUES		(25,152,523)		
421-5555-581.04-25	Transfer to W/WW Construction Fund	27,317,713	205,917	27,523,630	Transfer to Construction Fund for Wastewater Treatment Plant #2 Expansion Project WW2316
421-5555-581.04-25	Transfer to W/WW Construction Fund	27,523,630	(25,282,478)	2,241,152	Decrease funds for WWTP#1 Rehab Construction
421-1910-536.31-01	Professional Services	96,200	(32,875)	63,325	Decrease PO 22-00239 and PO 22-00241
421-1920-536.46-01	Repair & Maintenance	320,564	(6,452)	314,112	Decrease PO 22-00357
421-1940-536.31-01	Professional Services	93,640	(44,239)	49,401	Decrease PO 22-00355 and PO 22-00388
421-1950-536.46-01	Repair & Maintenance	452,440	(102,396)	350,044	Decrease multiple POs
421-1950-536-31-01	Professional Services	-	110,000	110,000	Lift Station Siting and Efficiency Optimization, and Sanitary Sewer Inflow/Infiltration (I&I) Investigations
	EXPENDITURES		(25,152,523)		
WATER/WASTEWATER CONSTRUCTION - 425					
425-0000-381.04-21	Transfer from W/WW Utility Fund	27,317,713	205,917	27,523,630	Increase for Wastewater Treatment Plant #2 Expansion Project WW2316 and IT1812 WWTP2 Fiber Repair
425-0000-381.04-21	Transfer from W/WW Utility Fund	27,523,630	(25,282,478)	2,241,152	Decrease funds for WWTP#1 Rehab Construction
	REVENUES		(25,076,561)		
425-5555-580.63-01-WA2002	Imp. Other than Building - WWTP#1 Rehab Construction	26,582,478	(25,282,478)	1,300,000	Decrease fund for WWTP#1 Rehab Construction
425-5555-580.63-01-WW2316	Imp. Other than Building - Treatment Plant #2 Expansion	50,000	133,917	183,917	Increase funds for Wastewater Treatment Plant #2 Expansion Project
425-5555-580.63-01-IT1812	Imp. Other than Building - Fiber Upgrades	-	35,000	35,000	Increase funds for WWTP#2 Fiber Repair due to washout
425-5555-580.63-01-WA2315	Imp. Other than Building - WTP#1 Storage Tank Rehab	325,000	37,000	362,000	Increase funds for WTP#1 Storage Tank Rehab
	EXPENDITURES		(25,076,561)		
STORMWATER- 440					
440-0000-389.10-01	Estimated Carryover	922,238	52,231	974,469	Decrease in PO 21-1007 and Transfer need for Liberty Ave Project
	REVENUES		52,231		
440-1540-538.31-01	Professional Services	195,000	(24,000)	171,000	Decrease PO 21-1007
440-1540-538.64-01	Machinery & Equipment	210,000	100,000	310,000	Increase fund needed for Streetsweeper - larger model
440-5555-580.04-45	Transfer to Stormwater Construction Fund	2,760,641	(23,769)	2,736,872	Decrease PO 22-00178 for Liberty Ave Project
	EXPENDITURES		52,231		

ATTACHMENT #2

FUND	ACCOUNT DESCRIPTION	ADOPTED BUDGET	PROPOSED ADJUSTMENT	AMENDED BUDGET	Description
STORMWATER CONSTRUCTION - 445					
445-0000-381.04-40	Transfer from Stormwater	2,760,641	(23,769)	2,736,872	Decrease fund for Liberty Ave Stormwater Project
	REVENUES		(23,769)		
445-5555-580.63-01-SW1807	Imp. Other then Building - Liberty Ave Project	862,670	(23,769)	838,901	Decrease PO 22-00178 for Liberty Ave Project
	EXPENDITURES		(23,769)		
FLEET/WAREHOUSE - 500					
500-0000-389.10-01	Estimated Carryover	18,718,548	330,312	19,048,860	Increase in PO rollover for Warehouse Construction Project
	REVENUES		330,312		
500-5555-580.63-01	Imp. Other then Building - Warehouse Project	18,718,548	330,312	19,048,860	Increase funds for Warehouse Construction Project
	EXPENDITURES		330,312		
	TOTAL ADJUSTMENT	REVENUES (53,779,654.00)	EXPENDITURES (53,779,654.00)	VARIANCE -	



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

DATE: July 18, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Vote to Designate a Voting Delegate for the Florida League of Cities Annual Conference Annual Business Session

Introduction:

This is a request for Council to designate a delegate to vote during the Florida League of Cities Annual Business Session.

Discussion:

The Florida League of Cities Annual Conference will be held at the Hilton Orlando Bonnet Creek in Orlando, Florida, from August 10-12, 2023. The League asks that each municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on Saturday, August 12. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will vote on matters affecting the League. In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Council designate a delegate to vote during the Florida League of Cities Annual Business Session.

Attachment(s):

1. 2023 Voting Delegate Form

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

Final Approval - 7/6/2023



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 6, 2023

Subject: 97th Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Hilton Orlando Bonnet Creek in Orlando, Florida, from August 10-12, 2023. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 12**. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will vote on matters affecting the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email erussell@flcities.com. **Voting delegate forms must be received by the League no later than July 31, 2023.**

Attachments: Form Designating Voting Delegate



97th Annual Conference
Florida League of Cities, Inc.
August 10-12, 2023
Orlando, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require each municipality to select one person to serve as the municipality's voting delegate.
Municipalities do not need to adopt a resolution to designate a voting delegate.

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2023.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:
Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: erussell@flcities.com



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

DATE: July 18, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2023-27**, Maximum Millage Rate for Fiscal Year 2023-2024 Budget

Introduction:

This is a request for the City Council to approve Resolution No. 2023-27, Maximum Millage Rate for the Fiscal Year 2023-2024 Budget.

Discussion:

In conjunction with the Notice of Proposed Property Taxes (TRIM Notice) pursuant to Section 200.069, F.S., the City Council must authorize the advertisement of the maximum millage rate for the upcoming budget year and to establish budget hearing dates in September.

The current (FY2022-2023) operating millage rate is \$5.9603 per \$1,000 assessed taxable value. The FY2023-24 gross taxable value for operating purposes (inclusive of new construction and annexations) is \$1,804,052,938 as certified by the Lake County Property Appraiser. The rolled-back millage rate is 5.4731 per \$1,000 assessed value as calculated on form DR-420. The Rolled-back millage rate is that rate which produces the same amount of taxes as levied in the prior year when calculated against the current year's tax base exclusive of new construction. The proposed maximum millage rate of 6.1000 mills is 11.45% more than the calculated rolled-back millage rate.

The public hearings for millage and budget considerations would be as follows;

- A. 1st Public Hearing would be Thursday, September 7, 2022.
- B. 2nd Public Hearing would be Thursday September 21, 2022.

All public hearings would take place at 6:00PM in the City Hall Council Chamber located at 510 N. Baker St. Mount Dora. 32757.

Budget Impact:

This establishes Maximum Millage for Fiscal Year 2023-2024 which will be budgeted based on the rate that the Council adopts for the TRIM Notice.

Strategic Impact:

Fiscal Sustainability

Recommendation:

City Council to approve Resolution No. 2023-27, Maximum Millage Rate for Fiscal Year 2023-2024 Budget and the Upcoming Public Hearing dates, time and location.

Attachment(s):

1. Resolution 2023-27 - Maximum Millage Rate 2023-2024

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 - 7/10/2023
Approved - 7/11/2023
Approved - 7/11/2023
Final Approval - 7/12/2023

RESOLUTION NO. 2023-27

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE PROPOSED MILLAGE RATE OF 6.1000 MILLS FOR FISCAL YEAR 2023-24 FOR THE CITY OF MOUNT DORA, FLORIDA; PROVIDING FOR THE PROPOSED LEVY OF AD VALOREM TAXES AND PERCENTAGE INCREASES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING A PUBLIC HEARING SCHEDULE FOR BUDGET ADOPTION; PROVIDING FOR CERTIFIED COPIES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 200.065, requires that the City of Mount Dora, Florida, adopt a resolution establishing the proposed millage rate to be levied for taxing entities for which the City of Mount Dora, Florida is the taxing authority; and

WHEREAS, Florida Statutes, Section 200.065, further requires that said resolution state the percentage, if any, by which the proposed millage rate exceeds the rolled back millage rate; and

WHEREAS, the Lake County Property Appraiser has certified the gross taxable value of property within the City of Mount Dora as \$1,804,052,938 and has certified a rolled-back rate of 5.4731 per \$1,000 of taxable value for the City of Mount Dora; and

WHEREAS, the City of Mount Dora, Florida, conducted a public hearing on Tuesday, July 18, 2023, to consider adoption of the proposed millage rate for fiscal year 2023-24, as required by Florida Statutes, Section 200.065; and

WHEREAS, the proposed millage rate to be levied by the City of Mount Dora for fiscal year 2023-24, together with the percentage increase of the proposed millage rate over the rolled back rate, as set forth below in Section 2 have been publicly announced; and

WHEREAS, following a review of the proposed budget as submitted, the City of Mount Dora, Florida, has determined that a millage rate of 6.1000 mills is necessary to produce the revenue needed to fund the fiscal year 2023-24 budget.

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. Proposed Levy of Ad Valorem Taxes and Percentage Increase. The City of Mount Dora, Florida, hereby proposes to levy the millage rates specified below and does hereby state the percentage, if any, by which the proposed millage rate exceeds the rolled back millage rate, as follows:

Taxing Entity	Proposed Millage Rate	Rolled Back Millage Rate	Percentage Increase Over/ (Under) the Rolled Back Rate
General Fund	6.1000 Mills	5.4731 Mills	11.45%

SECTION 3. Public Hearing Schedule for Budget Adoption. The public hearing schedule for adoption of the fiscal year 2023-24 budget is hereby set as follows:

Thursday, September 7th at 6:00 p.m.

Thursday September 21th at 6:00 p.m.

The above public hearings, where interested parties may appear and participate in the budget adoption process, will be held in the City of Mount Dora Council Chambers, 510 N. Baker Street, Mount Dora, Florida 32757.

SECTION 4. Certified Copies. Certified Copies of this Resolution shall be filed with the Property Appraiser and the Tax Collector of Lake County, Florida.

SECTION 5. Savings Clause. All prior actions of the City of Mount Dora pertaining to the adoption of the proposed millage rate for the fiscal year 2023-24 budget, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

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

PASSED AND ADOPTED this 18th day of July 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: July 18, 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 is the following:

- June 2023 Monthly Report

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 June 2023 Report

Prepared by: Merry Lovern, Executive Assistant
Reviewed by: Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 7/6/2023
Final Approval - 7/6/2023

June 30, 2023

City of Mount Dora June Activity Report

State Tax Collections

In the latest report released by the Legislature's Office of Economic & Demographic Research (EDR), general-revenue tax collections topped expectations by 7.9 percent in April, though economists continue to express concerns about inflation. The report showed general-revenue collections in April totaled \$5.26 billion, about \$384.8 million more than forecast. Corporate income taxes, which came in \$277.7 million over the projection for April, accounted for the majority of the gains. Sales tax collections came in at \$3.36 billion in April, \$96.4 million more than anticipated.

Appropriations Projects Update

- Mount Dora Community Resource & Recreation Center- **Vetoed**
- Mount Dora Donnelly Street Milling & Resurfacing Project- **Funded at \$500,000**

Communications

- Patrick Comiskey
 - Appropriations Update
 - Governor DeSantis signed the budget on June 15th
 - Interim Committee Meeting Schedule
- End of Session Report

Next Steps

- Continue to update Mount Dora on grant opportunities
- Begin identifying 2024 Legislative Priorities
- Interim Committee Meetings begin week of September 18th (House only)
- The 2024 Regular Session will convene on Tuesday, January 9, 2024

Ryan Matthews/Angela Drzewiecki