



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
August 15, 2023, 6:00 PM

AGENDA *Revised on 8/14/23 to correct an error on page 406*

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Mount Dora Fun Fact
2. Pink Tea Proclamation 5
3. Fiscal Year 2021-2022 Audit Presentation by MSL CPAs & Advisors 6

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 the Piggyback Agreement Between the City of Mount Dora and Tampa Armature Works, Inc. Related to Motor Repair Services

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- | | |
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| 2. Request Approval of the Agreement for the Project Archivist Grant with the Florida Department of State, Division of Historical Resources | 223 |
| 3. Request Approval of Amendment 1 to the Piggyback Agreement Between the City of Mount Dora and Guardian Equipment, Inc. for Chemical Feed Systems Maintenance and Repair Parts | 288 |
| 4. Request Approval to Execute Engagement with Fisher & Phillips, LLP for Legal Representation of the City of Mount Dora for Union Negotiations and Union-related Matters | 301 |
| 5. Request Approval of Renewal Proposal for Reinsurance with Florida Blue | 314 |
| 6. Request Approval of Task Authorization with Faden Builders for 5th Avenue ADA Sidewalk Improvements. | 320 |
| 7. Request Approval of Change Order for PO 23-2000 with C.A.P Government Inc., for On-Call Building Inspection Services | 330 |
| 8. Request Approval to Apply for the Florida Recreation Development Assistance Grants and Request Authorization for the Mayor to Sign the Application Once Complete | 333 |
| 9. Request Approval to Waive Fees for Use of the Donnelly Park Building by Empty Bowls | 337 |
| 10. Request Approval of Meeting Minutes | 343 |
| • July 24, 2023 Budget Workshop Minutes | |

ACTION ITEMS

PUBLIC HEARINGS

- | | |
|---|-----|
| 1. Request approval of First Reading of Ordinance No. 2023-11 , Land Development Code Amendment | 384 |
| 2. Request Adoption of Resolution No. 2023-30 , Approving Financial Support for Lake Cares, Inc. | 406 |

3. Request Adoption of **Resolution No. 2023-32**, Safe Place Initiative 411

CITY MANAGER'S REPORT

1. Lobbyist Update 418

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

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

FUTURE MEETING DATES

- Monday, August 28, 2023, 6:00 PM, Special Meeting: Mount Dora Groves South Annexation
- Monday, August 28, 2023, 6:30 PM, City Council Final Budget Workshop
- Thursday, August 31, 2023, 6:00 PM, City Council Shade Meeting
- Thursday, September 7, 2023, 6:00 PM, City Council Regular Session

ADJOURNMENT

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

NOTICE: IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY

CLERK AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS. TELEPHONE (352) 735-7126 FOR ASSISTANCE. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS, (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.



PROCLAMATION

WHEREAS, breast cancer is the most common cancer diagnosis worldwide, and the most common cancer diagnosed in American women; and

WHEREAS, in 2023, an estimated 300,590 people in the United States will be diagnosed with breast cancer; and

WHEREAS, breast cancer screening increases early detection; reduces death; increases life expectancy; decreases late-stage cancer diagnoses; and increases five-year survival rates; and

WHEREAS, thanks to early detection and better treatments, mortality rates for breast cancer have steadily decreased in the last decade; and

WHEREAS, having affordable access to screenings and early detection for all women and men is an essential component in the fight against breast cancer; and

WHEREAS, Pink Tea is a sub-trust under the Mount Dora Community Trust that has been raising money for free mammograms in Lake County for twenty years; and

WHEREAS, on August 26, 2023, Pink Tea will hold their 20th Annual Pink Tea event for the purpose of raising funds to provide free mammograms in Lake County.

NOW, THEREFORE, I, Crissy Stile, as Mayor of the City of Mount Dora, issue this proclamation to recognize the 20th Annual Pink Tea event taking place on Saturday, August 26, 2023, at 2:00 p.m. at the First Presbyterian Church of Mount Dora.

Crissy Stile, Mayor



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

DATE: August 15, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Fiscal Year 2021-2022 Audit Presentation by MSL CPAs & Advisors

Introduction:

This is an annual presentation of required auditor communications. This presentation is for the fiscal year ended September 30, 2022, presented by Bill Blend, CPA with MSL CPAs & Advisors.

Discussion:

N/A

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

N/A

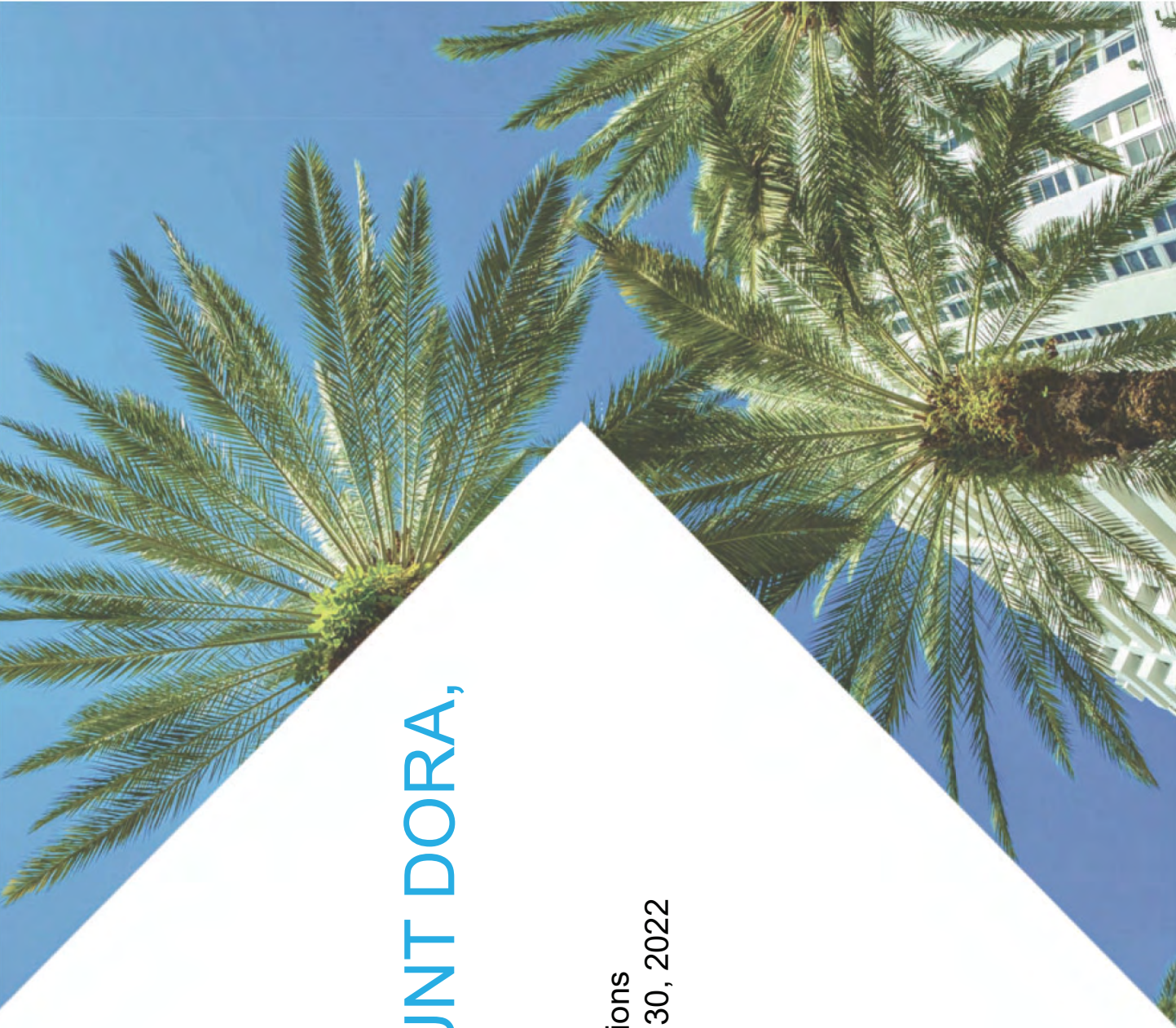
Attachment(s):

1. City of Mount Dora - Final Presentation to Council

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 8/9/2023



CITY OF MOUNT DORA, FLORIDA

Required Auditor Communications
Fiscal Year Ended September 30, 2022

Presented By
Bill Blend, CPA
Shareholder



AUDIT OVERVIEW

FLORIDA ROOTS. GLOBAL REACH.



Required Communications

- Auditor Responsibilities
- Management Responsibilities
- Internal Controls and Compliance
- Significant Matters
- Management Representations
- Assigned Individual for Oversight
- Audit Schedule



Services and Deliverables

Independent Auditor's Report (Pages 1-3)

Report on Internal Control over Financial Reporting and on Compliance (Pages 138-139)

Single Audit Report (Pages 140-142)

Independent Accountant's Report (Page 147)

Management Letter (Page 148-150)





FINANCIAL HIGHLIGHTS

FLORIDA ROOTS. GLOBAL REACH.

City-Wide Analysis (Pages 16-18)



Governmental Activities Business-type Activities

	2022	2021	2022	2021
Current Ratio	11.6	14.4	8.4	6.7
Total Assets	\$114.5M	\$104.2M	\$98.5M	\$94.3M
Total Deferred Outflows of Resources	\$2.9M	\$4.3M	\$0.5M	\$0.5M
Total Liabilities	\$57.3M	\$56.5M	\$25.2M	\$26.0M
Total Deferred Inflows of Resources	\$7.8M	\$5.9M	\$1.5M	\$1.5M
Total Net Position:				
Net Investment in Capital Assets	\$39.1M	\$39.6M	\$48.0M	\$48.9M
Restricted	\$15.8M	\$15.1M	\$10.0M	\$7.8M
Unrestricted	(\$2.6)M	(\$8.6)M	\$14.3M	\$10.6M
Unrestricted NP as a % of Total Expenses	(10.1)%	(40.1)%	54.9%	745. %
Change in Net Position	\$6.4M	\$6.6M	\$5.0M	\$3.0M



General Fund (Pages 19-21)



	2022	2021
Total Assets	\$11.0M	\$11.6M
Total Liabilities & Deferred Inflows	\$2.5M	\$4.4M
Fund Balance:		
Nonspendable	\$ 0.9M	\$ 1.4M
Assigned	1.1M	0.5M
Unassigned	<u>6.5M</u>	<u>5.3M</u>
Total Fund Balance	\$8.5M	\$7.2M
Unassigned FB as a % of Total Expenditures and Transfers Out	26.1%	23.1%
Net Change in Fund Balance	\$1.3M	\$1.9M



General Fund Budget (Page 81 - 83)



	Budget	Actual	Positive (Negative)
Resources:			
Beginning Fund Balance	(\$1.3)M	\$ 7.2M	\$ 8.5M
Total Revenues & Transfers In	<u>33.5M</u>	<u>26.2M</u>	<u>(\$7.3M)</u>
Total Resources	32.2M	33.4M	1.2M
Total Expenditures & Other Financing			
Uses	<u>32.2M</u>	<u>24.9M</u>	<u>7.3M</u>
Ending Fund Balance	\$0.0M	\$8.5M	
Net Change in Fund Balance	\$1.3M	\$1.3M	\$0



Proprietary Funds (Pages 23-28)



	Electric	Water &		Sanitation	Stormwater
		Wastewater			
Total Assets & Deferred Outflows	\$16.2M	\$75.0M	\$0.3M	\$7.6M	
Total Liabilities & Deferred Inflows	4.1M	21.9M	0.5M	0.3M	
Net Position:					
Net Investment in Capital	6.7M	34.6M	0.0M	6.7M	
Restricted	0.0M	10.0M	0.0M	0.0M	
Unrestricted (deficit)	<u>5.4M</u>	<u>8.5M</u>	<u>(0.2M)</u>	<u>0.6M</u>	
Total Net Position (Deficit)	<u>\$12.1M</u>	<u>\$53.1M</u>	<u>(\$0.2M)</u>	<u>\$7.3M</u>	
Total Operating Revenues	\$13.1M	\$14.1M	\$2.6M	\$1.4M	
Total Operating Expenses	<u>11.6M</u>	<u>9.8M</u>	<u>2.7M</u>	<u>1.3M</u>	
Operating Income	\$1.5M	\$4.3M	(\$0.1M)	\$0.1M	



Questions or Comments





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

DATE: August 15, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of the Piggyback Agreement Between the City of Mount Dora and Tampa Armature Works, Inc. Related to Motor Repair Services

Introduction:

This is a request for City Council to approve the piggyback agreement with Tampa Armature Works, Inc. for motor repair services.

Discussion:

This agreement piggybacks Polk County's contract with Tampa Armature Works, 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. Many 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 piggyback agreement with Tampa Armature Works, Inc.

Attachment(s):

1. Attachment #1 Polk County Issued Solicitation 23-310-Bid-Package
2. Attachment #2 Recommendation-of-Award
3. Agreement - Tampa Armature Works, Inc Polk Bid Final
4. City of Mt. Dora Piggyback

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 - 8/8/2023
Approved - 8/9/2023
Final Approval - 8/9/2023

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:

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: Tampa Armature Works inc. an Integrated Power Services Company

Contact Name: Zeljko Ljuna

Mailing Address: 440 South 78th Street

City: Tampa

State: FL

Zip Code: 33619

Phone Number: (813) 612-2600

Email: Zeljko.Ljuna@tawinc.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:	TAW an IPS Company Orlando Service Center Inc
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: 4/25/2023

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: TAW an IPS company Orlando Service center Inc.

Mailing Address: 3400 Bartlett Boulevard

City: Orlando

State: Florida

Zip Code: 32811

(Area Code) Telephone Number: (813) 517-5528

Toll Free Number: (800) 333-9449

Email Address: Zeljko.Ljuna@TAWinc.com

Authorized Signature: 

Name: Greg Hanlon

Title: EVP and General Manager

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: TAW an IPS company Orlando Service centrer, Inc.

DBA/Fictitious Name (if applicable): _____

TIN #: 59-3410703

Address: 3400 Bartlett Boulevard

City: Orlando

State: FL

Zip Code: 32811

County: Orange

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Zeljko Ljuna

Phone Number: (813) 612-2600 x54267

Cell Phone Number: (813) 455-0005

Email Address: zeljko.ljuna@tawinc.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 Statue 287.087 hereby certifies that, (Name of the Business): TAW an IPS company Orlando service center, 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: _____

Date: April 25, 2023

Non-Collusion Affidavit of Prime Bidder

(Submittal Page)

State of Florida

County of Hillsborough

Greg Hanlon being first duly sworn, deposes and says that:

1. He - She is EVP and GM of TAW Orlando Service Center, 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: [Signature]

State of: Florida

County of: Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of April, 2023, by Greg Hanlon (name) as EVP & GM (title of officer) of TAW Orlando Service Center, Inc. (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: [Signature]

Printed Name of Notary Public: James E Brock

Notary Commission Number and Expiration: HH117428 (AFFIX NOTARY SEAL)

Exp. May 22, 2025



JAMES E. BROCK
Commission # HH 117428
Expires May 22, 2025
Bonded thru Budget Notary 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: TAW Orlando Service Center, Inc.

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:

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.

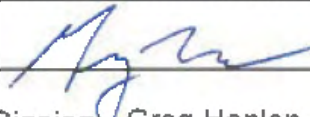
Safety Requirements/Regulations Form

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 25th day of April, 2023

Name of Firm TAW Orlando Service Center, Inc.

By 

Title of Person Signing Greg Hanlon

(SEAL)

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of April, 2023 by Greg Hanlon (name) as EVP & GM (title of officer) of TAW an IPS Company (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: James E Brock

Notary Commission Number and Expiration: HH117428 Exp. May 22, 2025

(AFFIX NOTARY SEAL)



JAMES E. BROCK
Commission # HH 117428
Expires May 22, 2025
Bonded Thru Budget Notary Services

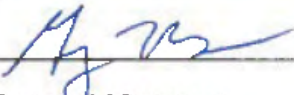
Affidavit Certification Immigration Laws

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: TAW Orlando Service Center, Inc.

Signature: 

Title: EVP and General Manager

Date: April 25, 2023

State of: Florida

County of: Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of April, 2023, by

Greg Hanlon (name) as EVP & GM (title of officer) of

TAWan IPS Company (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: James E Brock

Notary Commission Number and Expiration: HH117428 Exp. May 22, 2025

(AFFIX NOTARY SEAL)



JAMES E. BROCK
Commission # HH 117428
Expires May 22, 2025
Bonded Thru Budget Notary Services

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	\$ 75	1,500 hours	\$ 112,500
2	Regular Field Service Hourly Rate	\$ 85	160 hours	\$ 13,600
3	Flat Rate for Motor Teardown/Inspection (TDI)	\$ 500	50 each	\$ 25,000
Grand Total (Sum of Items 1 -3) – Basis of Award				\$ 151,100

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.

TAW Orlando Service Center, 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

Printed Name: Greg Hanlon

Title: EVP and General Manager

Company: TAW Orlando Service Center, Inc.

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.

THE HISTORY OF TAW®



TAW® was founded in 1921 by James Arthur Turner, Sr. (Arthur). Mr. Turner was born in Griffin, Georgia on March 28, 1897. He left school after the seventh grade and took the train to Jacksonville, Florida. From there he went by steamboat down the St. Johns River to Sanford and then onto Lakeland, where he began working as a meter reader and lineman for Lakeland Light and Water Company.

In 1915, he went to work in the electric shop of the American Agricultural Chemical Company in Pierce, where he repaired electric motors. As he was learning his trade, he also began developing an idea for opening his own repair shop.

At great expense in those early days, the phosphate mining companies maintained their own electric motor repair shops and spare motor inventories. Mr. Turner saw the opportunity for an independent Company that could rewind and repair motors for the phosphate companies in a more economic and efficient manner.

In May of 1917, Mr. Turner married Margaret V. Bateman of Prattville, Alabama. James Arthur Turner, Jr. (Jake) was born on May 1, 1918. In 1919, Arthur moved his family to Tampa and went to work for the Electric Motor Company as a “Shop Foreman.”

In 1921, Mr. Turner, with a wife, a three-year old child, and \$300, left his job. Along with two partners (who were bought out in later years), he started our Company, TAW®. The principal business of the Company was rewinding motors, and Mr. Turner was the original "driver salesman" for the Company. In his Model T, he covered a territory from Dade City to Ft. Myers, picking up motor repair work for the shop.

One day in late 1931 or early 1932, Mr. Turner and his partners were sitting in the office, down to their last \$25, with no work in sight, and “fixin” to quit.” A woman from the Salvation Army came into the office and asked them for a donation. They looked at each other and agreed that they might as well have nothing than have just \$25, so they gave her their last \$25. An hour later, the Florida Asphalt Block Paving Plant in Pinellas burned down. They gave TAW® a \$24,000 order to rebuild their motors and rewire the plant. Mr. Turner said, regarding the Salvation Army gift, “I’ve felt it might have been the wind that blew the tree in the right direction.”

THE HISTORY OF TAW®

By 1932, TAW® had 15 to 18 employees. “That year we did \$48,000 in gross business, but not one man was fired. We said to the employees that the pay was going to be slim, and if another job opening came along, you better take it. But if you want to stay, we'll spread the money as far as we can. There were no other jobs, so they stayed. We spread the money we had where it was most needed. If one man's insurance premium came due, or if one had to make a mortgage payment, the rest of us pulled our belts a little tighter. We divided what we had.”

In 1943, the Company grossed \$500,000, and then grossed its first million in 1946. The most rapid increase in the business came in the mid-fifties, along with the industrial and population growth throughout Florida. On its 40th Anniversary year in 1961, TAW® grossed \$6 million.

In 1965, J. Arthur Turner, Jr. (Jake) took over as President. Jake was a “Hands-On” manager, not afraid to make a decision. He continued managing the Company with a strong emphasis on a family style of employee relations, with his demanding "heart of gold," sense of fairness, and caring. It would not be unusual for him to show up in the middle of the night to bring food to a crew working through the night on a rush job. He was a great salesman and was committed one hundred percent to our customers. His dedication to the customer was simply defined in his motto that TAW® was "Industry's Friend."

In 1975, Jake expanded operational capacity by building the current Tampa Service Center. He invested in the newest state-of-the-art equipment and increased shop quality and productivity through technology. He refocused operations by selling, consolidating, buying, or expanding business operations. Jake "formally" retired in 1988, but he will always be a part of TAW®.

In 1988, J. Arthur Turner, III (Bubba) accepted the leadership role of the Company. He has successfully taken TAW® into today's complex corporate business climate. Within our industry, he has firmly established and maintained TAW® as the largest, independent and privately held industrial service business in the United States.

His legacy continues to be one of growth through business development and acquisition and building on TAW®'s tradition of establishing a "family of service companies." Some of these additions throughout the last ten plus years have been TAW® Technical Field Services, Inc.; TAW® Orlando Service Center, TAW® Miami Service Center; and three locations of TAW® Georgia Service Centers in Macon, Augusta and Savannah. In addition, TAW® Power Systems added locations in Birmingham and Mobile, AL; Shreveport and New Orleans, LA; Jackson, MS; and Jacksonville, Orlando, Pompano and Tampa, FL.

As you can see, TAW®'s history has been based on a long tradition of service and excellence, with a single-minded focus on the customer by a group of loyal and dedicated employees at all levels. This formula continues to work as well today as it did 95+ years ago and will ensure a bright future for our TAW® family.



TAW®, Inc. CAPABILITIES

Summary: TAW® is a long standing company established in 1921 and located in the Southeastern United States with 16 facilities and over 600 employees. TAW's capabilities span from wire-to-water, that is, from the transmission line to the final load equipment.

Equipment Repair:

- **Motors:** Repairs of any size, from the smallest servo motors, to the largest ANEMA frame motors.
 - Reconditions, rewinds, rotor lamination restacks, stator lamination restacks, modifications, HP uprates, engineering and material design improvements, full voltage testing to 13.8 kV.
 - In-house coil manufacturing, in-house lamination restacks.
 - 10 CFR 50 Appendix B, 10 CFR Part 21 compliant.
 - Radiological decontamination through allied sub-tier Alaron®.
- **Electric Generators:** Gas or steam driven turbine synchronous generators. Large slow speed diesel driven synchronous generators. Hydro and wind generators.
 - Inspections, nondestructive examination, reconditions, and rewinds.
- **Pumps:** Repairs of any size, specialize in vertical turbine, centrifugal horizontal split case, and submersible pumps.
 - Machining, welding, metal stitching, blasting, and coating.
 - Parts manufacture including, but not limited to, shafts, couplings, sleeves, bearings, fabrications, and castings.
 - Engineering and material design improvements.
 - ISO impeller repairs, pitch tracking, balancing, and surface finishing.
 - Safety Related machining and balancing.
- **Mechanical Equipment:**
 - Machining, welding, parts manufacture and balancing of all types of mechanical equipment.
 - Blowers, gear boxes, compressors, fan assemblies, crushers, shredders, etc.
- **Controls & Transformers:**
 - Circuit breaker and relay repairs, rebuilds and retrofits.
 - Transformer repairs, reconditions, and rewinds.
 - Obsolete remanufactured equipment and parts.

Reverse Engineering and Manufacturing:

- Machine drawings and 3D scan models of OEM parts.
- Foster Wheeler® pump parts and castings manufactured from the original drawings.
- Louis-Allis® motors manufactured from the original drawings.
- Safety related dedication of reverse engineered motors.

Field Services:

- Pump and motor turnkeys.
- Electric Generator testing and repairs.
- Transformer and switchgear testing and repairs.
- Inspection, vibration analysis, thermography, oil analysis, flow testing, laser alignment, trim balancing, battery testing, cable testing, and diagnosis.
- OSHA, MSHA, nuclear badging, training, site specific, qualified personnel.

Back-up Generators: TAW is the official Kohler® Power Systems distributor for repair, parts, service, and new generators.

- For generators from 5kW – 3250kW.
- Over 60 factory trained and certified technicians.
- Automatic transfer switching and optional paralleling switchgear.

Custom Switchgear: Our Custom Equipment (CE®) division manufactures a wide variety of electrical controls panels, power distribution products, medium and low voltage switchgear, enclosures, ISO container modifications, electrical powerhouses, and specialty and defense products.

- 3D Modeling.
- UL certified.
- ISO 9001 certified.
- Custom built mobile and stationary generator packages.

New Equipment: TAW is a major new equipment supplier for many of the major motor, pump, and variable frequency drive manufacturers. For most OEMs we obtain volume discount pricing and are official warranty and service centers.

- Motors: TECO-Westinghouse, GE, Toshiba, US Motors, Nidec, ABB Baldor, Siemens, Marathon, and more. Also dedication and provision of new safety related motors.
- Pumps: Grundfos, Peerless, Foster Wheeler, Mody, and more.
- Drives: Yaskawa, Danfos/Vacon, Siemens, ABB, Toshiba, and TECO-westinghouse.
- Misc: Gardner Denver Blowers and compressors, Curtis compressors, Flender gear boxes.



TAW – Key Personnel

Area GM – Michael Castin
Michael.Castin@tawinc.com
37 years' experience

Production Manager – Colin Smith
Colin.smith@tawinc.com
33 years' experience

Tiffany McArthur
Account Manager
Tiffany.McArthur@tawinc.com

Sales Manager – Adam Levi
Adam.levi@tawinc.com
10 years' experience

Shop Supervisor - Omar Perez
Omar.perez@tawinc.com
12 years' experience

Field Service Manager – Coy Ray
Coy.ray@tawinc.com
29 years' experience

Winding Room Supervisor – Steve Martin
40 years' experience



TAW – Technical and Service Approach

From a technical perspective TAW strives to work with customers in providing a well thought out and meaningful approach to repair. Our mindset is defined by providing Total TAW analysis to repairing a system and not a part. Through communication and collaboration, we will work with all our customers to provide solutions in hopes to provide more reliability to our customers systems.

A TAW account manager will always be available to assist our customers, whether it be on during standard working hours, or after-hours support. Our 24 hours on call list and support is made available to all customers who need emergency service. This includes field service, new equipment and repair support.



TAW Orlando Service Center, Inc.

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Orlando, Florida 32811
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Fax: 407-423-3017
www.tawinc.com

TAW ORLANDO **LIST OF PROJECTS**

Project #	HP	V	Type	Scope
60318809	400	4160	AC Motor	Recondition
60318810	250 (kW)	4160	AC Motor	Rewind
60318813	300	460	AC Motor	Rewind
60318786	40	460	AC Motor	Recondition
60318735	50	460	AC Motor	Rewind
60319119	75	N/A	Vertical Pump	Recondition Pump
60319113	9.2 (kW)	460	Motor and Gearbox	Recondition

The above list is a small sample of TAW Orlando's Current offerings of motor and pump repair.
A comprehensive list of all current jobs can be made if needed.

Reference # 1

Name of Company/Firm	City of Lakeland - McIntosh Power Plant
Location	Lakeland, FL
Dates of Contract Term	2017-Current
Total Dollar Value of Contract	\$750,000.00
Contact Name	Frank Brown
Contact Title	Utilities Resource Coordinator
Contact Phone	(863) 899-2339
Contact Email	frank.brown@lakelandelectric.com
Sample Project # and information	60319101 - Ingersol Rand Pump Repair

Reference # 2

Name of Company/Firm	City of Orlando
Location	Orlando, FL
Dates of Contract Term	2015-2020
Total Dollar Value of Contract	\$2,000,000.00
Contact Name	Steve Shelnutt
Contact Title	Plant Manager, Water Conserv II
Contact Phone	(407) 509-5597
Contact Email	steve.shelnutt@cityoforlando.net
Sample Project # and information	60319012 - Service Call to align 3 centrifugal pump

Reference # 3

Name of Company/Firm	City of Winter Springs (Veolia Water)
Location	Winter Springs FL
Dates of Contract Term	2019-Current
Total Dollar Value of Contract	\$200,000.00
Contact Name	Dave Kerr
Contact Title	Team Leader - Maintenance
Contact Phone	(386) 804-3191
Contact Email	david.kerr@veolia.com
Sample Project # and information	60318778 - 14.6 HP Fairbanks Morse Submersible Repair

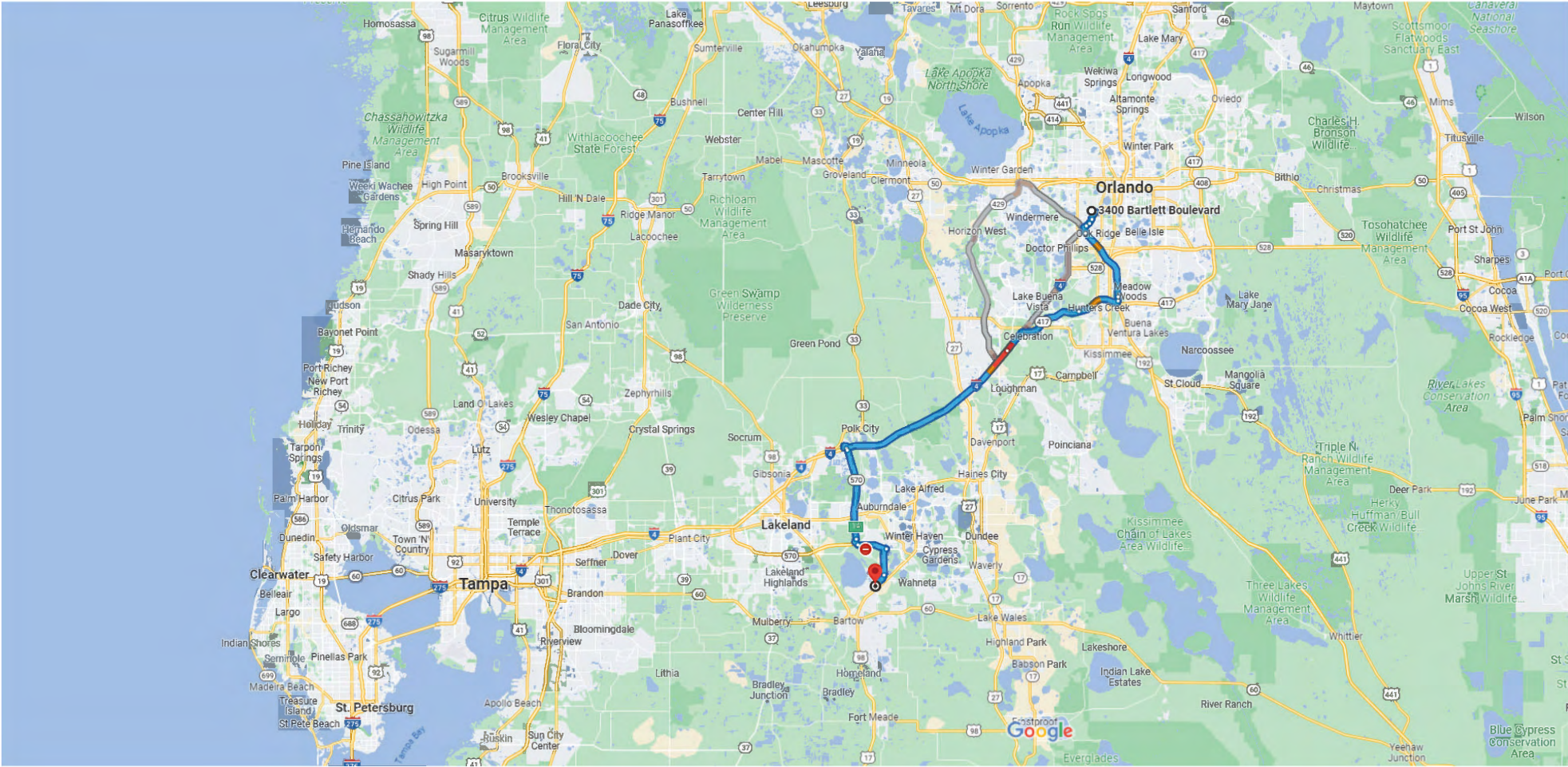
Reference # 4

Name of Company/Firm	City of Oviedo
Location	Oviedo, FL
Dates of Contract Term	1/2019-Current
Total Dollar Value of Contract	\$275,000.00
Contact Name	Steve Santiago
Contact Title	Director of Utilities
Contact Phone	407-201-127
Contact Email	ssantiago@cityofoviedo.net
Sample Project # and Scope	60316478 - HSP #2 turn key repair and bronze to stainless conversion for high chlorine content

Reference # 5

Name of Company/Firm	City of Apopka
Location	Apopka, FL

Dates of Contract Term	2019-Current	
Total Dollar Value of Contract		\$200,000.00
Contact Name	Daniel Ribnikar	
Contact Title	Utility Plant Maintenance	
Contact Phone	(321) 274-2382	
Contact Email	dribnikar@apopka.net	
Sample Project # and Scope	60319122 - Post hurricane rush 200HP rewind	
Reference # 6		
Name of Company/Firm	City of Tampa	
Location	Tampa, FL	
Dates of Contract Term	2019-Current	
Total Dollar Value of Contract		\$1,000,000.00
Contact Name	Eric Nefflen	
Contact Title	WTP Pump Station Specialist	
Contact Phone	(813) 247-3451 x55270	
Contact Email	Eric.Nefflen@tampagov.net	
Sample Project # and Scope	60318778 - 14.6 HP Fairbanks Morse Submerisble Motor/Pump Repair	



Map data ©2023 INEGI, Google 5 mi

3400 Bartlett Blvd
Orlando, FL 32811

⚠ This route has tolls.

Get on I-4 W from 34th St and Vineland Rd

- 5 min (1.9 mi)
- ↑ 1. Head south on Bartlett Blvd toward 34th St
- 161 ft
- ↶ 2. Turn left onto 34th St
- 0.4 mi
- ↷ 3. Turn right onto Vineland Rd
- 0.8 mi

PTKQ.E69431 - 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

TAMPA ARMATURE WORKS INC, DBA TAW JACKSONVILLE SERVICE CENTER

10520 BUSCH DR
JACKSONVILLE, FL 32218 USA

E69431

Last Updated on 2018-04-20

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Feedback



ZELJKO LJUNA (TAW Sales Representative)
SUBJECT: POLK COUNTY MOTOR REPAIR CONTRACT (Bid# 23-310)
RE: TAW employee assigned to oversee work performed during contract

Work Experience:

Tampa Armature Works Inc.

Outside Sales Representative: May 2021 – Present

Excellence in creating innovative solutions for the supply, control and use of energy. TAW has been in business for almost 100 years and has been the premier Sales, Service, and Predictive Maintenance provider for electric motors, generators, transformers, pumps, drives, switchgear, and all rotating apparatus. If it spins, turns or rotates, chances are we can repair it, rewind it or rebuild it better than anyone else. Our custom engineering and manufacturing capabilities include switchgear, generator packaging, transformers, power distribution equipment, and modular data centers. Our automation and controls group can design, build, integrate and test the controls system to meet your needs.

Real Estate Sales Associate and Property Management: March 2018 – 2021

Held a real estate sales associate license and a community association management license issued by DBPR. Sold residential real estate, managed, and rented residential housing, and was a community association manager.

Unipress Corporation: June 2016 – Oct 2017

Technical Service Representative

Responsible for technical support to end user (customers), or distributors, to help troubleshoot and diagnose problems with the drycleaning press machines. Stay current with product information, changes and updates as well as maintaining optimal knowledge of previous product lines. Break down assemblies in the computer to identify parts needed to repair the machine. Conducts technical training and product briefing with customers, both in house and in the field.

Tampa Armature Works Inc. July 2007 - May 2016

Journey Man Mechanic

Journeyman Electric Motor/Pump mechanic. Knowledgeable in repairing/troubleshooting AC/DC motors and other rotating equipment.

Additional Skills & Credentials:

- Bi-lingual (Serbo-Croatian)
- AC/DC Basic Principles Training
- Centrifugal Pump Fundamentals
- Motor Repair Shop Assessment Practices
- Motors & Drives Sales Training

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 TAW ORLANDO SERVICE CENTER, INC., 3400 Bartlett Boulevard, Orlando, Florida 32811, 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: TAW Orlando Service Center, Inc.
3400 Bartlett Boulevard
Orlando, Florida 32811

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

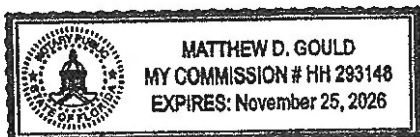
CONTRACTOR

Print: Michael Castin
Title: Regional Sales Manager

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization of Michael Castin, as Regional Sales Manager,
of T&W Orlando Service Center, Inc., who personally swore or affirmed that he/she is
authorized to execute this Agreement and thereby bind the Contractor, and who is personally
known to me or who produced _____ as identification,
and who did/did not take an oath this 8th day of August, 2023.

(stamp)



NOTARY PUBLIC

Exhibit “A”
Cooperative Contract between the
Polk County and
TAW Orlando Service Center, 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: Tampa Armature Works inc. an Integrated Power Services Company

Contact Name: Zeljko Ljuna

Mailing Address: 440 South 78th Street

City: Tampa

State: FL

Zip Code: 33619

Phone Number: (813) 612-2600

Email: Zeljko.Ljuna@tawinc.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:	TAW an IPS Company Orlando Service Center Inc
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: 4/25/2023

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: TAW an IPS company Orlando Service center Inc.

Mailing Address: 3400 Bartlett Boulevard

City: Orlando

State: Florida

Zip Code: 32811

(Area Code) Telephone Number: (813) 517-5528

Toll Free Number: (800) 333-9449

Email Address: Zeljko.Ljuna@TAWinc.com

Authorized Signature: 

Name: Greg Hanlon

Title: EVP and General Manager

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: TAW an IPS company Orlando Service centrer, Inc.

DBA/Fictitious Name (if applicable): _____

TIN #: 59-3410703

Address: 3400 Bartlett Boulevard

City: Orlando

State: FL

Zip Code: 32811

County: Orange

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Zeljko Ljuna

Phone Number: (813) 612-2600 x54267

Cell Phone Number: (813) 455-0005

Email Address: zeljko.ljuna@tawinc.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 Statue 287.087 hereby certifies that, (Name of the Business): TAW an IPS company Orlando service center, 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: _____

Date: April 25, 2023

Non-Collusion Affidavit of Prime Bidder

(Submittal Page)

State of Florida

County of Hillsborough

Greg Hanlon being first duly sworn, deposes and says that:

1. He - She is EVP and GM of TAW Orlando Service Center, 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: [Signature]

State of: Florida

County of: Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of April, 2023, by Greg Hanlon (name) as EVP & GM (title of officer) of TAW Orlando Service Center, Inc. (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: [Signature]

Printed Name of Notary Public: James E Brock

Notary Commission Number and Expiration: HH117428 (AFFIX NOTARY SEAL)

Exp. May 22, 2025



JAMES E. BROCK
Commission # HH 117428
Expires May 22, 2025
Bonded thru Budget Notary 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: TAW Orlando Service Center, Inc.

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:

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 25th day of April, 2023

Name of Firm TAW Orlando Service Center, Inc.

By [Signature]

Title of Person Signing Greg Hanlon

(SEAL)

STATE OF Florida ☐

COUNTY OF Hillsborough ☐

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of April, 2023 by Greg Hanlon (name) as EVP & GM (title of officer) of TAW an IPS Company (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: [Signature]

Printed Name of Notary Public: James E Brock

Notary Commission Number and Expiration: HH117428 Exp. May 22, 2025

(AFFIX NOTARY SEAL)



JAMES E. BROCK
Commission # HH 117428
Expires May 22, 2025
Bonded Three Budget Notary Services

☐

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: TAW Orlando Service Center, Inc.

Signature: _____

Title: EVP and General Manager

Date: April 25, 2023

State of: Florida

County of: Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of April, 2023, by

Greg Hanlon (name) as EVP & GM (title of officer) of

TAWan IPS Company (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: James E Brock

Notary Commission Number and Expiration: HH117428 Exp. May 22, 2025

(AFFIX NOTARY SEAL)



JAMES E. BROCK
Commission # HH117428
Expires May 22, 2025
Bonded Thru Budget Notary Services

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 $W/N/2 \text{ gin. in/plane}$)
- **Tolerance G1 (ISO 1940-1).** Two Pole rotors should be balanced to $6W/n/2 = \text{oz in./plane}$. (170.4 $W/n/2 \text{ gin. in/plane}$)

- **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	\$ 75	1,500 hours	\$ 112,500
2	Regular Field Service Hourly Rate	\$ 85	160 hours	\$ 13,600
3	Flat Rate for Motor Teardown/Inspection (TDI)	\$ 500	50 each	\$ 25,000
Grand Total (Sum of Items 1 -3) – Basis of Award				\$ 151,100

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.

TAW Orlando Service Center, 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

Printed Name: Greg Hanlon

Title: EVP and General Manager

Company: TAW Orlando Service Center, Inc.

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.

THE HISTORY OF TAW®



TAW® was founded in 1921 by James Arthur Turner, Sr. (Arthur). Mr. Turner was born in Griffin, Georgia on March 28, 1897. He left school after the seventh grade and took the train to Jacksonville, Florida. From there he went by steamboat down the St. Johns River to Sanford and then onto Lakeland, where he began working as a meter reader and lineman for Lakeland Light and Water Company.

In 1915, he went to work in the electric shop of the American Agricultural Chemical Company in Pierce, where he repaired electric motors. As he was learning his trade, he also began developing an idea for opening his own repair shop.

At great expense in those early days, the phosphate mining companies maintained their own electric motor repair shops and spare motor inventories. Mr. Turner saw the opportunity for an independent Company that could rewind and repair motors for the phosphate companies in a more economic and efficient manner.

In May of 1917, Mr. Turner married Margaret V. Bateman of Prattville, Alabama. James Arthur Turner, Jr. (Jake) was born on May 1, 1918. In 1919, Arthur moved his family to Tampa and went to work for the Electric Motor Company as a “Shop Foreman.”

In 1921, Mr. Turner, with a wife, a three-year old child, and \$300, left his job. Along with two partners (who were bought out in later years), he started our Company, TAW®. The principal business of the Company was rewinding motors, and Mr. Turner was the original "driver salesman" for the Company. In his Model T, he covered a territory from Dade City to Ft. Myers, picking up motor repair work for the shop.

One day in late 1931 or early 1932, Mr. Turner and his partners were sitting in the office, down to their last \$25, with no work in sight, and “fixin” to quit.” A woman from the Salvation Army came into the office and asked them for a donation. They looked at each other and agreed that they might as well have nothing than have just \$25, so they gave her their last \$25. An hour later, the Florida Asphalt Block Paving Plant in Pinellas burned down. They gave TAW® a \$24,000 order to rebuild their motors and rewire the plant. Mr. Turner said, regarding the Salvation Army gift, “I’ve felt it might have been the wind that blew the tree in the right direction.”

THE HISTORY OF TAW®

By 1932, TAW® had 15 to 18 employees. “That year we did \$48,000 in gross business, but not one man was fired. We said to the employees that the pay was going to be slim, and if another job opening came along, you better take it. But if you want to stay, we'll spread the money as far as we can. There were no other jobs, so they stayed. We spread the money we had where it was most needed. If one man's insurance premium came due, or if one had to make a mortgage payment, the rest of us pulled our belts a little tighter. We divided what we had.”

In 1943, the Company grossed \$500,000, and then grossed its first million in 1946. The most rapid increase in the business came in the mid-fifties, along with the industrial and population growth throughout Florida. On its 40th Anniversary year in 1961, TAW® grossed \$6 million.

In 1965, J. Arthur Turner, Jr. (Jake) took over as President. Jake was a “Hands-On” manager, not afraid to make a decision. He continued managing the Company with a strong emphasis on a family style of employee relations, with his demanding "heart of gold," sense of fairness, and caring. It would not be unusual for him to show up in the middle of the night to bring food to a crew working through the night on a rush job. He was a great salesman and was committed one hundred percent to our customers. His dedication to the customer was simply defined in his motto that TAW® was "Industry's Friend."

In 1975, Jake expanded operational capacity by building the current Tampa Service Center. He invested in the newest state-of-the-art equipment and increased shop quality and productivity through technology. He refocused operations by selling, consolidating, buying, or expanding business operations. Jake "formally" retired in 1988, but he will always be a part of TAW®.

In 1988, J. Arthur Turner, III (Bubba) accepted the leadership role of the Company. He has successfully taken TAW® into today's complex corporate business climate. Within our industry, he has firmly established and maintained TAW® as the largest, independent and privately held industrial service business in the United States.

His legacy continues to be one of growth through business development and acquisition and building on TAW®'s tradition of establishing a "family of service companies." Some of these additions throughout the last ten plus years have been TAW® Technical Field Services, Inc.; TAW® Orlando Service Center, TAW® Miami Service Center; and three locations of TAW® Georgia Service Centers in Macon, Augusta and Savannah. In addition, TAW® Power Systems added locations in Birmingham and Mobile, AL; Shreveport and New Orleans, LA; Jackson, MS; and Jacksonville, Orlando, Pompano and Tampa, FL.

As you can see, TAW®'s history has been based on a long tradition of service and excellence, with a single-minded focus on the customer by a group of loyal and dedicated employees at all levels. This formula continues to work as well today as it did 95+ years ago and will ensure a bright future for our TAW® family.



TAW®, Inc. CAPABILITIES

Summary: TAW® is a long standing company established in 1921 and located in the Southeastern United States with 16 facilities and over 600 employees. TAW's capabilities span from wire-to-water, that is, from the transmission line to the final load equipment.

Equipment Repair:

- **Motors:** Repairs of any size, from the smallest servo motors, to the largest ANEMA frame motors.
 - Reconditions, rewinds, rotor lamination restacks, stator lamination restacks, modifications, HP uprates, engineering and material design improvements, full voltage testing to 13.8 kV.
 - In-house coil manufacturing, in-house lamination restacks.
 - 10 CFR 50 Appendix B, 10 CFR Part 21 compliant.
 - Radiological decontamination through allied sub-tier Alaron®.
- **Electric Generators:** Gas or steam driven turbine synchronous generators. Large slow speed diesel driven synchronous generators. Hydro and wind generators.
 - Inspections, nondestructive examination, reconditions, and rewinds.
- **Pumps:** Repairs of any size, specialize in vertical turbine, centrifugal horizontal split case, and submersible pumps.
 - Machining, welding, metal stitching, blasting, and coating.
 - Parts manufacture including, but not limited to, shafts, couplings, sleeves, bearings, fabrications, and castings.
 - Engineering and material design improvements.
 - ISO impeller repairs, pitch tracking, balancing, and surface finishing.
 - Safety Related machining and balancing.
- **Mechanical Equipment:**
 - Machining, welding, parts manufacture and balancing of all types of mechanical equipment.
 - Blowers, gear boxes, compressors, fan assemblies, crushers, shredders, etc.
- **Controls & Transformers:**
 - Circuit breaker and relay repairs, rebuilds and retrofits.
 - Transformer repairs, reconditions, and rewinds.
 - Obsolete remanufactured equipment and parts.

Reverse Engineering and Manufacturing:

- Machine drawings and 3D scan models of OEM parts.
- Foster Wheeler® pump parts and castings manufactured from the original drawings.
- Louis-Allis® motors manufactured from the original drawings.
- Safety related dedication of reverse engineered motors.

Field Services:

- Pump and motor turnkeys.
- Electric Generator testing and repairs.
- Transformer and switchgear testing and repairs.
- Inspection, vibration analysis, thermography, oil analysis, flow testing, laser alignment, trim balancing, battery testing, cable testing, and diagnosis.
- OSHA, MSHA, nuclear badging, training, site specific, qualified personnel.

Back-up Generators: TAW is the official Kohler® Power Systems distributor for repair, parts, service, and new generators.

- For generators from 5kW – 3250kW.
- Over 60 factory trained and certified technicians.
- Automatic transfer switching and optional paralleling switchgear.

Custom Switchgear: Our Custom Equipment (CE®) division manufactures a wide variety of electrical controls panels, power distribution products, medium and low voltage switchgear, enclosures, ISO container modifications, electrical powerhouses, and specialty and defense products.

- 3D Modeling.
- UL certified.
- ISO 9001 certified.
- Custom built mobile and stationary generator packages.

New Equipment: TAW is a major new equipment supplier for many of the major motor, pump, and variable frequency drive manufacturers. For most OEMs we obtain volume discount pricing and are official warranty and service centers.

- Motors: TECO-Westinghouse, GE, Toshiba, US Motors, Nidec, ABB Baldor, Siemens, Marathon, and more. Also dedication and provision of new safety related motors.
- Pumps: Grundfos, Peerless, Foster Wheeler, Mody, and more.
- Drives: Yaskawa, Danfos/Vacon, Siemens, ABB, Toshiba, and TECO-westinghouse.
- Misc: Gardner Denver Blowers and compressors, Curtis compressors, Flender gear boxes.



TAW – Key Personnel

Area GM – Michael Castin
Michael.Castin@tawinc.com
37 years' experience

Production Manager – Colin Smith
Colin.smith@tawinc.com
33 years' experience

Tiffany McArthur
Account Manager
Tiffany.McArthur@tawinc.com

Sales Manager – Adam Levi
Adam.levi@tawinc.com
10 years' experience

Shop Supervisor - Omar Perez
Omar.perez@tawinc.com
12 years' experience

Field Service Manager – Coy Ray
Coy.ray@tawinc.com
29 years' experience

Winding Room Supervisor – Steve Martin
40 years' experience



TAW – Technical and Service Approach

From a technical perspective TAW strives to work with customers in providing a well thought out and meaningful approach to repair. Our mindset is defined by providing Total TAW analysis to repairing a system and not a part. Through communication and collaboration, we will work with all our customers to provide solutions in hopes to provide more reliability to our customers systems.

A TAW account manager will always be available to assist our customers, whether it be on during standard working hours, or after-hours support. Our 24 hours on call list and support is made available to all customers who need emergency service. This includes field service, new equipment and repair support.



TAW Orlando Service Center, Inc.

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Orlando, Florida 32811
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Fax: 407-423-3017
www.tawinc.com

TAW ORLANDO **LIST OF PROJECTS**

Project #	HP	V	Type	Scope
60318809	400	4160	AC Motor	Recondition
60318810	250 (kW)	4160	AC Motor	Rewind
60318813	300	460	AC Motor	Rewind
60318786	40	460	AC Motor	Recondition
60318735	50	460	AC Motor	Rewind
60319119	75	N/A	Vertical Pump	Recondition Pump
60319113	9.2 (kW)	460	Motor and Gearbox	Recondition

The above list is a small sample of TAW Orlando's Current offerings of motor and pump repair.
A comprehensive list of all current jobs can be made if needed.

Reference # 1

Name of Company/Firm	City of Lakeland - McIntosh Power Plant
Location	Lakeland, FL
Dates of Contract Term	2017-Current
Total Dollar Value of Contract	\$750,000.00
Contact Name	Frank Brown
Contact Title	Utilities Resource Coordinator
Contact Phone	(863) 899-2339
Contact Email	frank.brown@lakelandelectric.com
Sample Project # and information	60319101 - Ingersol Rand Pump Repair

Reference # 2

Name of Company/Firm	City of Orlando
Location	Orlando, FL
Dates of Contract Term	2015-2020
Total Dollar Value of Contract	\$2,000,000.00
Contact Name	Steve Shelnutt
Contact Title	Plant Manager, Water Conserv II
Contact Phone	(407) 509-5597
Contact Email	steve.shelnutt@cityoforlando.net
Sample Project # and information	60319012 - Service Call to align 3 centrifugal pump

Reference # 3

Name of Company/Firm	City of Winter Springs (Veolia Water)
Location	Winter Springs FL
Dates of Contract Term	2019-Current
Total Dollar Value of Contract	\$200,000.00
Contact Name	Dave Kerr
Contact Title	Team Leader - Maintenance
Contact Phone	(386) 804-3191
Contact Email	david.kerr@veolia.com
Sample Project # and information	60318778 - 14.6 HP Fairbanks Morse Submersible Repair

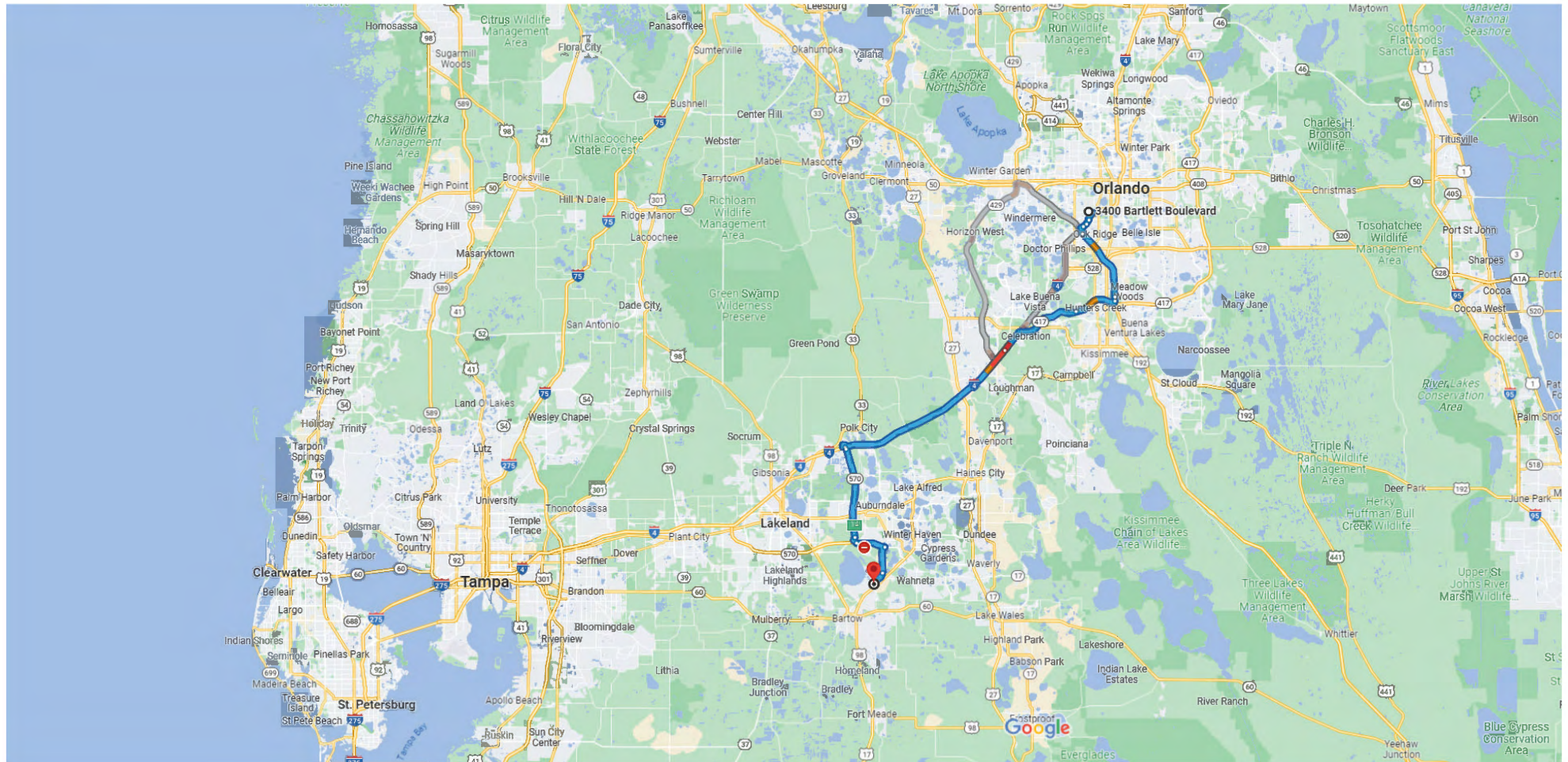
Reference # 4

Name of Company/Firm	City of Oviedo
Location	Oviedo, FL
Dates of Contract Term	1/2019-Current
Total Dollar Value of Contract	\$275,000.00
Contact Name	Steve Santiago
Contact Title	Director of Utilities
Contact Phone	407-201-127
Contact Email	ssantiago@cityofoviedo.net
Sample Project # and Scope	60316478 - HSP #2 turn key repair and bronze to stainless conversion for high chlorine content

Reference # 5

Name of Company/Firm	City of Apopka
Location	Apopka, FL

Dates of Contract Term	2019-Current	
Total Dollar Value of Contract		\$200,000.00
Contact Name	Daniel Ribnikar	
Contact Title	Utility Plant Maintenance	
Contact Phone	(321) 274-2382	
Contact Email	dribnikar@apopka.net	
Sample Project # and Scope	60319122 - Post hurricane rush 200HP rewind	
Reference # 6		
Name of Company/Firm	City of Tampa	
Location	Tampa, FL	
Dates of Contract Term	2019-Current	
Total Dollar Value of Contract		\$1,000,000.00
Contact Name	Eric Nefflen	
Contact Title	WTP Pump Station Specialist	
Contact Phone	(813) 247-3451 x55270	
Contact Email	Eric.Nefflen@tampagov.net	
Sample Project # and Scope	60318778 - 14.6 HP Fairbanks Morse Submerisble Motor/Pump Repair	



Map data ©2023 INEGI, Google 5 mi

3400 Bartlett Blvd
Orlando, FL 32811

 This route has tolls.

Get on I-4 W from 34th St and Vineland Rd

- 5 min (1.9 mi)

1. Head south on Bartlett Blvd toward 34th St 161 ft
2. Turn left onto 34th St 0.4 mi
3. Turn right onto Vineland Rd 0.8 mi

PTKQ.E69431 - 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

TAMPA ARMATURE WORKS INC, DBA TAW JACKSONVILLE SERVICE CENTER

10520 BUSCH DR
JACKSONVILLE, FL 32218 USA

E69431

Last Updated on 2018-04-20

The appearance of a company's name or product in this database does not in itself assure that products so identified have been manufactured under UL Solutions' Follow - Up Service. Only those products bearing the UL Mark should be considered to be Certified and covered under UL Solutions' Follow - Up Service. Always look for the Mark on the product.

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Feedback



ZELJKO LJUNA (TAW Sales Representative)
SUBJECT: POLK COUNTY MOTOR REPAIR CONTRACT (Bid# 23-310)
RE: TAW employee assigned to oversee work performed during contract

Work Experience:

Tampa Armature Works Inc.

Outside Sales Representative: May 2021 – Present

Excellence in creating innovative solutions for the supply, control and use of energy. TAW has been in business for almost 100 years and has been the premier Sales, Service, and Predictive Maintenance provider for electric motors, generators, transformers, pumps, drives, switchgear, and all rotating apparatus. If it spins, turns or rotates, chances are we can repair it, rewind it or rebuild it better than anyone else. Our custom engineering and manufacturing capabilities include switchgear, generator packaging, transformers, power distribution equipment, and modular data centers. Our automation and controls group can design, build, integrate and test the controls system to meet your needs.

Real Estate Sales Associate and Property Management: March 2018 – 2021

Held a real estate sales associate license and a community association management license issued by DBPR. Sold residential real estate, managed, and rented residential housing, and was a community association manager.

Unipress Corporation: June 2016 – Oct 2017

Technical Service Representative

Responsible for technical support to end user (customers), or distributors, to help troubleshoot and diagnose problems with the drycleaning press machines. Stay current with product information, changes and updates as well as maintaining optimal knowledge of previous product lines. Break down assemblies in the computer to identify parts needed to repair the machine. Conducts technical training and product briefing with customers, both in house and in the field.

Tampa Armature Works Inc. July 2007 - May 2016

Journey Man Mechanic

Journeyman Electric Motor/Pump mechanic. Knowledgeable in repairing/troubleshooting AC/DC motors and other rotating equipment.

Additional Skills & Credentials:

- Bi-lingual (Serbo-Croatian)
- AC/DC Basic Principles Training
- Centrifugal Pump Fundamentals
- Motor Repair Shop Assessment Practices
- Motors & Drives Sales Training



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

DATE: August 15, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Approval of the Agreement for the Project Archivist Grant with the Florida Department of State, Division of Historical Resources

Introduction:

The City has been awarded a \$34,200 grant for an Archives Project Assistant from the Florida Dept. of State, Division of Historical Resources.

Discussion:

The purpose of the Division of Historical Resources' Small Matching Grant program is to provide funding to assist local, regional and state-wide efforts to preserve significant historical and archaeological resources and to promote knowledge and appreciation of the history of Florida. This program provides historical preservation grants on a competitive basis. Qualified cities are eligible for a waiver for the matching requirement (including Mount Dora). The City Council approved the grant application on May 17, 2022, and notification of the award was received from the Florida Dept. of State on July 28, 2023.

Mount Dora has a wealth of historical documents residing in an established physical archives, as well as a digital repository (launched in 2018), both administered by the Library Director. Several new collections have been identified as significant to the town's historical and cultural legacy and warrant meticulous organization and description beyond the scope of volunteers. The grant funding includes a part-time contract employee position of Archives Project Assistant, for a 25-hour/week position for the period of one year and at a proposed salary of \$24/hour, for a total one-year contract value of \$31,200. The ideal candidate for this position will have not only a Master of Library Science with archives specialization but certification from the Academy of Certified Archivists as well. The grant also includes \$3,000 in supplies for posters, traveling exhibit materials and archival storage supplies.

The Archives Project Assistant will organize, publish and market the following three new collections, alongside existing volunteers and board members of the Mount Dora Historical Society conducting the scanning and research required for each item:

- Personal papers of Mabel Norris Reese

- Mount Dora's Downtown by the Decades
- Mount Dora's Chautauqua

Once these three new collections are completed and published, the Archives Project Assistant may help evaluate and possibly migrate the Mount Dora Archives published collection to another digital platform.

Budget Impact:

The net effect of this award on the City's budget in fiscal year 2023-24 will be zero, other than the grant writer's fee, which is included in the Library's 2022-23 budget.

Grant revenue GL #001-0000-334.70-01
 Contract employee wages GL #001-1330-571.34-01
 Supplies GL #001-1330-571.52-01

Strategic Impact:

Continued development of Mount Dora's history and significance over the decades in a professional, appealing webpage enhances Mount Dora's tourism efforts.

Recommendation:

Recommend approval of the Agreement for the Project Archivist Grant with the Florida Department of State, Division of Historical Resources.

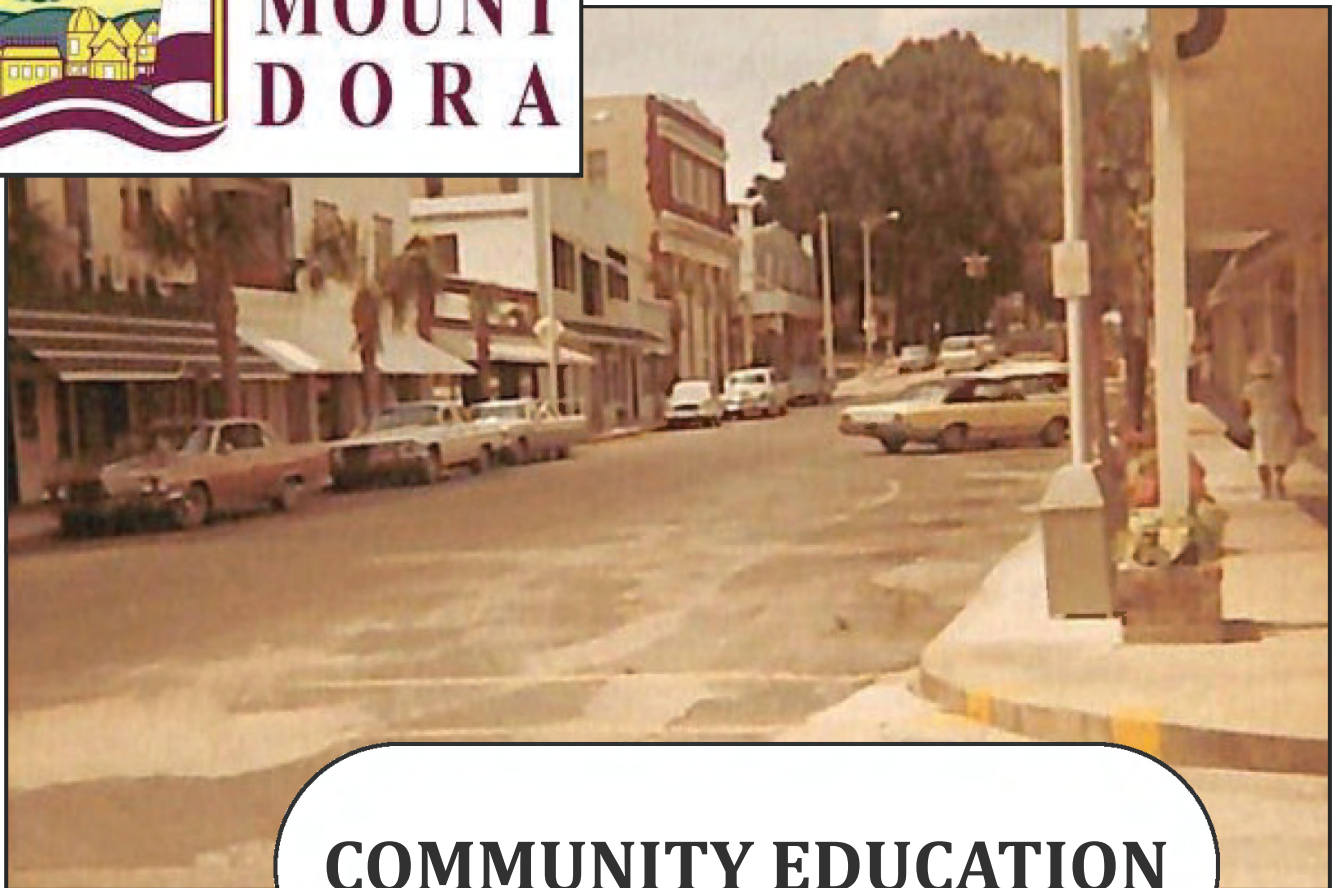
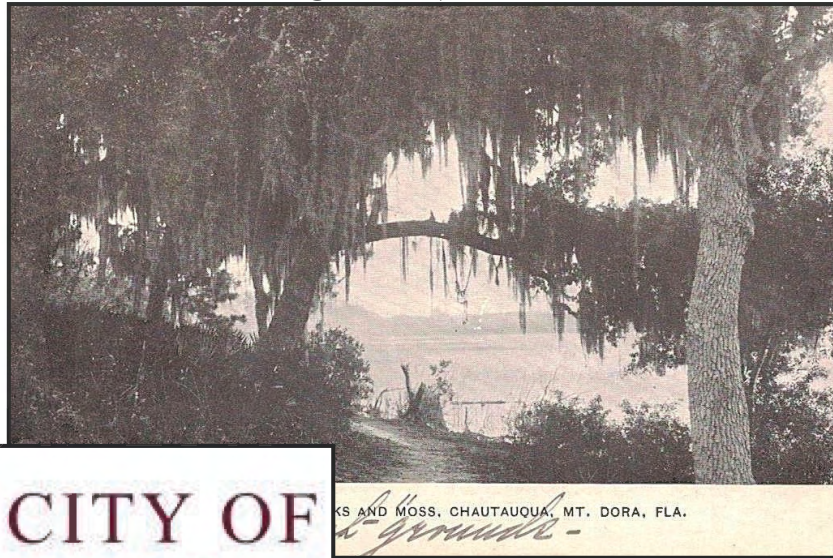
Attachment(s):

1. ATTACHMENT #1 - 2023 Mt Dora Small Matching Application Project Archivist
2. ATTACHMENT #2 - Signed.Reso No. 2022-31 Florida Department of State Historical Resources Grant Application
3. FL DOS Project Archivist Grant Agreement 2023

Prepared by: Cathy Lunday, Library Director
 Reviewed by: Cathy Lunday, Library Director
 Aneta Barton, Budget Director
 Sherry Sutphen, City Attorney
 Jeanann Hand, City Clerk
 Patrick Comiskey, City Manager

Approved - 7/31/2023
 Approved - 8/7/2023
 Approved - 8/7/2023
 Approved - 8/7/2023
 Final Approval - 8/8/2023

ATTACHMENT #1



Division of Historical Resources

2023-2024 Small Matching Grant Program

August 15, 2023 City Council Regular Session Agenda Packet

Page 226 of 421

City of Mount Dora

Project Title: Community Education

Grant Number: 24.h.sm.300.006

Date Submitted: Wednesday, May 25, 2022

Request Amount: \$34,200.00

A. Organization Information Page 1 of 9

Applicant Information

- a. **Organization Name:** City of Mount Dora 
- b. **FEID:** 59-6000380
- c. **Phone number (with extension if applicable):** 352.735.7112
- d. **Principal Address:** 510 N Baker Street Mount Dora, 32757
- e. **Mailing Address:** 510 N Baker Street Mount Dora, 32757
- f. **Website:** <https://ci.mount-dora.fl.us/>
- g. **Organization Type:** Municipal Government
- h. **Organization Category:** Government: Other
- i. **County:** Lake
- j. **UEI number:** KRYJPNM9B9M7
- k. **Fiscal Year End Date:** 09/30

1. Designated Project Contact *

First Name

Cathy

Last Name

Lunday

Phone

Email LundayC@ci.mount-dora.fl.us

2. Authorized Official *

First Name

Patrick

Last Name

Comiskey

Phone

Email comiskeyp@cityofmountdora.com

3. Certified Local Governments (CLG) *

Only governmental entities that are Certified Local Governments (CLG) in good standing are eligible to receive **Federal** funds for the Survey, Planning, and National Register Nomination project categories. CLGs may also apply for state funds for projects in **other** categories (Heritage Education and Historical Marker projects). No more than two (2) applications, one for federal funding and one for state funding, may be submitted under a single application deadline.

Are you a CLG in good standing? What is a CLG?

☒ Yes

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☐ No

3.1 If yes, is this an application for federal or state funding?

☐ Federal (Survey, Planning, and National Register Nomination project types only)

☒ State (Heritage Education and Historical Marker project types only)

3.2 If yes, provide the following:

6

4. Florida Main Street Programs *

Are you an Active Florida Main Street community designated as such pursuant to Chapter 1A-36, Florida Administrative Code?

☐ Yes

☒ No

5. Applicant Grant Experience and History

5.1 Has the applicant organization received previous grant assistance within the past five years from any source? *

☒ Yes

☐ No

5.2 If yes, for the most recent grants (up to 20), specify the year of the grant award, grant number, grant project name, the granting entity, the grant award amount, and its current status. Make Sure to include any grants awarded by the Division or other State grants.

#	Previous Grant Year	Previous Grant Number.	Previous Grant Project Name	Previous Granting Entity	Previous Grant Amount	Open/Closed
1	2019	Small Matching	Mount Dora Historic Site Survey	DOS	\$50,000	Closed

5.3 Has the applicant organization applied for additional grant assistance from other State or Federal funding sources, including from other divisions of the Department of State, for the same Scope of Work activities within the same fiscal year?

☐ Yes

☒ No

5.4 If yes, for the most recent grants (up to 20), application specify the grant project name, the granting entity, the grant program, the grant request amount, date of application, and its current status

#	Grant Project Name	Granting Entity	Grant Program	Grant Request Amount	Date of Application	Current Status
---	--------------------	-----------------	---------------	----------------------	---------------------	----------------

6. Proposed Project Team *

#	Name	Project Role Title	Email	Phone/Ext.
1	Cathy Lunday	Project Manager, Library Manager	LundayC@ci.mount-dora.fl.us	352.735.7180.____

7. Applicant staffing and hours *

Select the option that best describes your organization.

- ☒ Organization is open at least 40 hours per week and has at least one paid staff member in a management position
- ☐ Organization has some paid staff but they are not full-time
- ☐ Organization is open part-time and has volunteer staff

B. Project Information Page 2 of 9

1. Project Type *

Select the project type for which grant funds are requested. If you are unsure of which type to select, please refer to the definition beneath each project type. If the incorrect project type is selected for the proposed scope of work, the application will be declared ineligible. Projects involving Development activities must apply for Special Category grant funding.

☐Survey Project

Projects which identify, document and evaluate historic or archaeological resources individually or within historic or archaeological districts or areas being investigated for the potential of becoming historic districts or zones, or updating previous surveys.

☐Planning Project

Planning projects necessary to guide the long term preservation of historic resources or a historic district, including preparation of historic structures reports, condition assessments, architectural drawings and construction documents, predictive modeling, preparation of preservation or management plans, and design or preservation guidelines. Planning activities on historic Religious Properties shall be limited to building exterior envelope and structural elements of the building, excluding accessibility upgrades.

☐National Register Nominations Project

Projects that prepare a nomination to the National Register of Historic Places for an individual Historic Property or a nomination for a historic or archaeological district or a thematic or multiple resource group nomination. The resource(s) or proposed district must have been determined eligible for the National Register of Historic Places by the Division prior to applying for the grant. Preparation of National Historic Landmark designation nominations shall not be allowable for Small Matching grant funding.

☒Heritage Education Project

Projects aimed at increasing public understanding and awareness of the history of Florida and the importance of its historical and archaeological resources and their preservation, either in general or for specific sites, properties or collections. This may include proposals such as walking tours brochures, education material for school children, interpretive signage, videos illustrating historic preservation principles, small educational exhibits, preservation of historical records through digitization and educational apps related to the history of Florida and/or its historical and archaeological resources. Exhibits must not be permanently affixed to the building.

☐Historical Marker Project

Projects which assist with the acquisition of state markers for which texts (monolingual or bilingual) have been approved by the State Historical Marker Council prior to applying for the grant.

2. Project Title and Location Information

The title should reflect the name of the property, site, area and/or the goals of the proposed project. The title should be consistent with previous applications/awards. (For example, Pensacola Maritime Heritage Trail, Archaeological Survey of Deering Estate, etc.)

2.1 Project Title *

Community Education

2.2 Name of Property (If applicable)

2.3 Street Address (primary location where the proposed project will be carried out)

1995 N Donnelly Street

2.4 City (location of the proposed project)

Mount Dora

2.5 Primary County (location of the proposed project)

Lake

C. Historical Significance Page 3 of 9

1. Historical Designation

Indicate the type of historical designation currently held by the historic resource(s) that are the subject of the project, if any. For properties or sites that have been listed in the National Register or are contributing properties or sites within a National Register District, provide the date that the property, site or district was listed. Should you have questions regarding the National Register status of a property or site, contact the Division's National Register Staff at 1.800.847.7278 or 850.245.6300.

1.1 Type of Historical Designation * ☒ National Register District - Contributing Resources

1.2 Historical Designation details

#	Property Name	Date Designated
1	Mount Dora Historic District 9000777	10/1/2009

2. Historical Significance

2.1 Explain the historic significance for the property, site, information or resource(s) that is the subject of the proposed project - (Maximum characters 1500.)

The project will preserve collections of historical materials that are important to the community and the region. The first collection, the personal papers of Mabel Norris Reese, is the most significant. Ms. Reese, housewife, mother, and journalist represents one of Florida's leading profiles in courage. Her crusades for justice using the written word and the press impacted the entire central Florida region. She received a Pulitzer Prize nomination for defending a family whose children were removed from school for the crime of being Black, and the next day received death threats for her audacity in speaking truth to power. Her remarkable will and persistence were memorialized in Gilbert King's Pulitzer Prize book "Devil in the Grove" about the tragedy surrounding the "Groveland Four." Her role as the owner and editor of the Mount Dora Topic put her in the middle of this dark part of Florida history.

The second collection focuses on Mount Dora's downtown. The historic district is the vibrant heart of the community. The city retains the flavor of a small town with many historic buildings and its large canopy of oak trees and numerous special events throughout the year. Annual events such as the Mount Dora Arts Festival draw thousands of visitors and generate widespread interest in the shops and festivals held downtown.

Finally, the third collection will preserve materials associated with Mount Dora's Chautauqua. These popular, adult education and cultural phenomenon took place in the late 19th and early 20th centuries. The first Chautauqua was held in New York in 1874, a wide-ranging program covering faith, history, science, and the arts. Mount Dora's first Chautauqua was held in 1887, the second to be held in Florida. The collection will highlight its unique role in the development of the community.

2.2 For projects associated with Historic Structures and Archaeological Sites, enter the Florida Master Site File (FMSF) Number (ex. 8ES1234). For multiple site forms, separate with a semicolon (;). If no FMSF form exists, applicants may be required to complete one as part of the requirements in a grant award agreement.

2.3 For Historic Property, Indicate Year of the Original Construction (enter Year only)

2.4 For Archaeological Sites, provide the Cultural Affiliation of the Site and Dates of Use or Occupation - (Maximum characters 300.)

D. Project Specifics

Page 4 of 9

1. Scope of Work - (Maximum characters 5000.) *

In the space provided below, briefly describe the scope of work for the project for which funding is requested. List the work items that will be completed during the grant period using the funds requested and the required match.

The City of Mount Dora initiated a digital archive in 2018 utilizing its existing physical archives to develop an online resource that significantly improved public access to the materials. The Honky Tonk Freeway collection was the last large-scale collection added to the Mount Dora Archives, which was completed in April 2021. The film Honky Tonk Freeway was filmed in Mount Dora in the summer of 1980, with an August 21, 1981, release date. This was a notable event in the town's history in that a central plotline required the downtown to be painted pink. Locals were used in the film production, which featured many A-list stars. Images were solicited from private collections and local residents had production roles, and as a result, 77 images – many of which were never seen before – were added.

This preservation and educational efforts continue with the City adding to the digital archives with each new collection it receives. Recently, the City was given three collections of historical materials which are all important parts of the community's rich history and culture. The three new collections focus on:

- Personal papers of Mabel Norris Reese

In 2021, the family was ready to part with Mabel Norris Reese's personal papers, and once ownership paperwork was signed, the City of Mount Dora became the repository of the writer/editor/publisher's personal papers last fall. This collection includes correspondence from The White House, elected officials, and various journalists and civil rights institutions and consists of about 500 documents.
- Downtown by the Decades

The collection will identify downtown shops and businesses through the decades, with metadata gleaned from family histories and anecdotes such as the "best doughnut shop in the 60s" or "high school hangout in the 50s". The approximate size of this collection will consist of 5-10 images per decade, with more images available in the more recent decade
- Mount Dora's Chautauqua

This collection will feature approximately 50-100 items, including programs, photographs, and historical background on this cultural phenomenon, in hopes of highlighting its significance to modern-day residents. A local historian has researched Mount Dora's Chautauquas and has agreed to partner with the city to launch a Mount Dora's Chautauqua digital collection in the Archives.

The requested funding will assist the City with engaging a contractor/consultant to conceptualize, organize, publish, and market the three new collections. The responsibilities will also include overseeing existing volunteers who will be performing the scanning. The key deliverables will be all three collections published separately within the www.MountDoraArchives.com collection, with published finding guides and detailed and compelling metadata. In addition, the position will be responsible for developing point-of-sale brochures and posters for traveling exhibits for the Mabel Norris Reese collection and the coordination with the Mount Dora Historical Society to include relevant materials from their archives into the new collections. While a majority of the scope will be contractual services, a small portion of the funding will be used for the production of the brochures and posters.

The project will be completed within a twelve-month period at a total cost of \$34,200. The City is requesting a waiver of matching funds as a Certified Local Government.

2. Tentative Project Timeline (remember this is a 12 month grant period) *

Please specify the start and end month and year below; indicate all major elements of the project for which funding assistance is requested, the anticipated time required to complete each element, and the planned sequence of these activities. Grants, if awarded, will begin July 1 of the year funds are appropriated. **Projects should be completed within 12 months.**

#	Work Item	Starting Date	Ending Date
1	Procurement of Contractor/Consultant	7/1/2023	7/30/2023
2	Implementation of Scope of Work	8/1/2023	5/30/2024

3. Heritage Education Projects

3.1 How many minutes/pages is the product(s)?

For example: "3 page brochures, 30 minute videos, 1 website, etc."
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(1) website, (3) posters, (3) brochures

3.2 How many copies of the product(s) will be produced?

(5) copies of each poster, (250) brochures, unlimited downloads via web

3.3 Explain how the project/product(s) will be distributed. - (Maximum characters 500.)

(Products should be distributed free of charge.)

The materials will be available to the public through the City's online platform, www.MountDoraArchives.com. The point of sale brochures and posters will be placed at the Library and used at traveling exhibits.

3.4 Will you be hiring or contracting with professional educational/historian services?

☒ Yes

☐ No

3.5 If no professionals are projected to be hired, or professional services are not included in your scope of work and budget, explain why. (Maximum characters 500)

4. Does the proposed project entail a partnership with any other local entity?

☐ Yes

☒ No

4.1 If yes, describe their participation to date and anticipated further participation in this project.

5. Demonstrated Need - (Maximum characters 1500.)

Discuss the need for the proposed project or activity, as it relates to the preservation of the history of Florida and/or its historical and archaeological resources, including any immediate threats to the historical property/ies, historic resources or materials, archaeological sites or historical information that is the subject of the proposed project. Documentation material, such as newspaper articles, are to be uploaded in the Support Materials section of this application.

The City has taken the responsibility of preserving the historical resources of the community including records, materials, and structures. This long-term effort is needed as the City grows and its population changes leaving the threat to all aspects of the City's history at risk. While preserving structures is a larger more costly and visual endeavor, obtaining, cataloging, and digitizing historical materials is also an important part of an effective preservation effort. As the City has the opportunity to take possession of collections such as those that are the focus of the proposed project, it must take action to preserve and make the items available to the public before they are damaged or even lost forever. With the acquisition of these collections often not planned and therefore not budgeted for and the City has already allocated funding to other planned historical preservation projects such as the restoration of the Simpson Farm House, securing grant assistance is critical to being able to protect the collections as soon as possible.

E. Budget and Match Page 5 of 9

1. Rural Economic Development Initiative (REDI) Waiver of Match Requirements *

Applicants with projects located in counties or communities that have been designated as a rural community in accordance with Section 288.0656 and 288.06561, Florida Statutes, may request a waiver of matching requirements. (Waivers are not available for Historical Marker Project types. State agencies, state colleges, and state universities are not eligible for a REDI match waiver, regardless of project location.)

Are you requesting a waiver?Is my project in a REDI Community?

☐Yes

☒No

1.1 Are you a state agency, state college, or state university?

☐Yes

☒No

2. Project Budget and Match

2.1 Grant Funds and Match *

List work items and associated estimated expenses and how they will be paid (from match, the grant or both). Only include expenses that are specifically related to the project. If professional services are to be paid with grant funds, include those costs as a separate item in the budget refer to the program Guidelines for examples of non-allowable expenses (available at FHeritageFLheritage.com/grants). Expenses may include an actual amount to be paid or the value of an in-kind contribution.

Small Matching grants require a 100% (i.e., 1:1) match unless exempted by the program Guidelines. Applicant Organizations that are Florida Certified Local Government (CLG) or Florida Main Street communities are not required to provide a match. Applicant Organizations applying for projects located in REDI areas are not required to provide a match (exception: Historical Marker Projects and applicants that are agencies of state, state colleges and state universities are not eligible for the REDI match waiver).

Round amounts to the nearest dollar. Rows must have a value in Grant Funds, Cash Match or In-Kind Match. If all three columns are 0 or blank, the row will not be saved.

The amount of grant funds requested in this application will be the total in the "Grant Funds" column. The total amount of the "Cash Match" column must equal or exceed 25% of the total combined match (cash and in-kind).

#	Work Item	Grant Funds	Cash Match	In-Kind Match	Total
1	Contractor/Consultant	\$31,200	\$0	\$0	\$31,200
2	Materials/Supplies	\$3,000	\$0	\$0	\$3,000
Totals:		\$34,200	\$0	\$0	\$34,200

Grant Funds Requested: \$34,200

Total Match Amount:

Project Total Budget: \$34,200

2.2 Additional Budget Information/Clarification

Use this space to provide additional detail or information about the proposal budget as needed. For example, where the relationship between items in the budget and the objectives of the proposed project may not be obvious, provide clarification regarding the necessity for or contribution of those work items to the successful completion of the project.

The City will contract with a consultant with experience in historical archives and digitization. \$31,200 of the requested funding will be used for these contractual services. The consultant is anticipated to be engaged for a 25-hour/week position for the period of one year, at a proposed salary of \$24/hour. The remaining \$3,000 will be used for the cost of materials for brochure and poster production.

3. Completed Project Activities

#	Activity Description	Date Completed	Cost Value
---	----------------------	----------------	------------

4. Operating Forecast. - (Maximum characters 500.)

Describe source(s) of funding for necessary maintenance, program support, and/or additional expenses warranted to sustain the proposed project after the grant period.

The City funds the maintenance and operation of the online archive platform through its Library operation budget. These funds are appropriated each year as part of the City's annual operating budget. The cost for maintenance will not require any new funding and not significantly impact the City's financial position.

F. Property Information Page 6 of 9

1. Property Ownership (for site-specific projects).

Enter name of the Property Owner and choose the appropriate owner type. If applicant is not the owner of the property, the applicant must secure Property Owner concurrence. The applicant shall provide a letter from the Property Owner that documents that the applicant has the permission of the Property Owner of record to conduct the proposed project on the owner's property and that the Property Owner is in concurrence with this application for grant funding. This letter shall be uploaded in the Support Materials section of this application. If the property for which grant funding is requested is leased by the Applicant Organization, the lease agreement must be dated, signed and submitted at the time of the application submission, with the required Owner Concurrence Letter attachment to the application.

1.1 Does your organization own the property? *

- ☐ Yes
- ☐ No
- ☒ Not Applicable

1.2 Property Owner

1.3 Type of Ownership

- ☐ Non-Profit Organization
- ☐ Private Individual or For-Profit Entity

Note: Properties owned by private individuals or for-profit entities are not eligible for grant funding with the exception of site-specific archaeological projects that entail fieldwork being undertaken by an eligible applicant organization.

- ☐ Governmental Agency

2. Religious Affiliation

2.1 Is the Property Owner a religious institution or affiliated with a religious institution?

- ☒ Yes
- ☐ No
- ☐ Not Applicable

G. Impact Page 7 of 9

1. Annual Visitation

1.1 What is the estimated or anticipated Annual Visitation for the project property or site?

For education products, please list the estimated annual distribution, downloads, or web hits.

1500

1.2 What is the basis of these estimates? - (Maximum characters 200.)

The estimated annual visitation is based on similar records already available. The City anticipates that there will be approximately 125 downloads per month.

2. Anticipated Economic Impact - (Maximum characters 1500.) *

Explain the direct economic impact this project will have on the surrounding community. Include any information regarding number of jobs it will provide, if known.

Mount Dora is a community that is known for its rich history and cultural heritage. The City recognizes that these resources are an important part of Mount Dora's quality of life and the contribution they make to a sustainable tourism industry. Visitors to the city provide economic benefits to local businesses and benefit the entire community. The Downtown collection will focus on an area that is now within the City's Community Redevelopment Area (CRA), and increasing awareness of its vibrant history and culture is an important part of the City's economic development strategy. This is the overall goal of the entire historic preservation efforts including the proposed digitization project. The CRA, which is part of the City of Mount Dora, has made using the City's rich history a priority in its efforts to attract visitors. This marketing technique has proven successful in part due to the popular special events that occur in the downtown area each year. Over 30 events are held throughout the year. However, the greatest economic impact comes from the large, multi-day festivals such as the Mount Dora Arts Festival, which can draw more than 100,000 people. This influx of visitors, who are usually very interested in arts and culture, besides participating in the events, spend time exploring Mount Dora's historical resources both physically and online. The City makes this easy with walking and driving tours as well as maps and the archives all available through the website.

While not a physical part of the Downtown District, which is listed on the National Register, the project will protect resources that will become part of the historic identity of the City. As a popular destination, protecting all important elements of the past will contribute to the economic growth of the community.

3. Benefit to Underrepresented Communities - (Maximum characters 1500.) *

Describe any direct benefit the project will have on underrepresented communities, such as minority groups and/or people with disabilities. If project includes media content, describe accessibility methods to be used (e.g. voice over, closed captioning, etc.)

The project will provide benefits to minority, disabled, and economically challenged residents. The City will offer the collections free of charge through its online platform. Users of all abilities can access the materials either physically at the library or through their own devices and computers around town or in their homes. This is especially important for disabled users who often rely on their own specialized equipment devices to be able to use the web.

Besides physically underrepresented portions of the community, the project will provide access to the Reese collection, which is heavily intertwined with race and the issues faced by African Americans during her life. With her involvement in major events such as the "Groveland Four," the materials will provide the often underserved African American community with an easily accessible view into not only her life but the times that impacted the region so significantly.

4. Educational Benefits and Public Awareness - (Maximum characters 1500.) *

Explain how the proposed project will educate the public on issues related to historic preservation, Florida history, and/or heritage preservation.

Access to the City's online digital repository (www.MountDoraArchives.com) has proven to be an effective platform for increasing public awareness of the history of the community. Since its inception in 2018, use of the archives has continued to grow with an almost 50% increase in site views in April 2022 versus April 2021. This resource, which is free and universally accessible through the web, represents an important part of the City's historic preservation efforts which include educational opportunities for both residents and local organizations.

The materials in the collection that are preserved online can be used by residents in their homes, local organizations hosting events, and schools. Local educational entities, including public schools, can increase historic education efforts by incorporating use of the archives into their programming.

H. Support Materials

Page 8 of 9

1.

Non-Profit Status

Provide documentation of the applicant's active status as a Florida non-profit corporation with the Division of Corporations, Florida Department of State, which can be obtained at: <http://www.sunbiz.org> by searching the corporate name.

File Name	File Size	Uploaded On	View (opens in new window)
Mount Dora substitute W9.pdf	34 [KB]	5/19/2022 10:20:16 AM	View file

2.

Florida Substitute W-9 Form

Available at DFS website <https://flvendor.myfloridacfo.com>. Note that this is a state form, NOT your Federal W-9.

File Name	File Size	Uploaded On	View (opens in new window)
Mount Dora substitute W9.pdf	34 [KB]	5/19/2022 10:20:16 AM	View file

3.

Documentation of Confirmed Match

Consult the program Guidelines for suitable documentation evidencing match (FLheritage.com/grants/)

File Name	File Size	Uploaded On	View (opens in new window)
Mount Dora Match Letter - Signed.pdf	578 [KB]	5/19/2022 10:21:05 AM	View file

4.

Letters of Support

Additional letters may be submitted directly to the Division but must be received one month prior to the public meeting where the applications will be reviewed and scored.

File Name	File Size	Uploaded On	View (opens in new window)
Mount Dora letters of support.pdf	3339 [KB]	5/24/2022 9:11:56 AM	View file

5.

Photographs

Photographs are used to further inform Panelists and should relate to the proposed project, depicting the associated property, site, resources, or collection in its current state. Historical images are also welcome.

File Name	File Size	Uploaded On	View (opens in new window)
Photographs - Mt Dora.pdf	888 [KB]	5/24/2022 9:12:32 AM	View file

6.

Representative Image

Upload a single representative image of the property or project to be used in the application review meeting that conveys the theme or purpose of the proposed project. For projects directed at historic properties or sites, this should be a recent image of the front of the building or site.

File Name	File Size	Uploaded On	View (opens in new window)
Representative Image- MNR.jpg	303 [KB]	5/24/2022 9:13:01 AM	View file

7.

Proposed Project Team Support Documents

Provide the curricula vitae/resumes of the proposed project team as listed in Section A.6 of the application.

File Name	File Size	Uploaded On	View (opens in new window)
Project Manager Qual..pdf	173 [KB]	5/19/2022 10:36:28 AM	View file

8.

Florida Historical Marker Council Support Documents (for Historical Marker Projects only)

9.

National Register Eligibility Determination Documents (for National Register Nomination Projects only)

Submit evidence of review and determination of eligibility by the Division of Historical Resources, Bureau of Historic Preservation, Survey and Registration Section.

10.

Documentation of Demonstrated Need

File Name	File Size	Uploaded On	View (opens in new window)
Downtown by the Decades Collection Information.pdf	576 [KB]	5/19/2022 10:37:23 AM	View file

11.

Local Protection (for Survey, Planning and National Register Nominations Projects only)

Provide copies of any documents that provide local protection of the project site

12.

Owner Concurrence Letter (for site-specific projects only)

Provide a letter that documents that the applicant has the permission of the owner of record (if the Property Owner is not the applicant) to conduct the proposed project on the owner’s property, that the owner is in concurrence with this application for grant funding, and documentation that the owner is a non-profit organization or agency of government. If the property for which grant funding is requested is leased by the Applicant Organization, the lease agreement must be dated, signed and submitted at the time of the application submission, with the required Owner Concurrence Letter. Note that, for other than site-specific archaeological projects that entail fieldwork being undertaken by an eligible applicant, the owner must be a Non-profit Organization or agency of government.

13. Optional Materials

Applicants may attach materials not specifically requested by the Division that support the application.

File	Title	Description	Size	Type	View (opens in new window)
MNR tabletop display 2022.pdf	Tabletop Display		2063 [KB]		View file
National Register - Mount Dora Historic Dist..pdf	National Register		16433 [KB]		View file

13.1

I. Review and Submit Page 9 of 9

1. Review and Submit



I hereby certify that I am authorized to submit this application on behalf of City of Mount Dora and that all information indicated is true and accurate. I acknowledge that my electronic signature below shall have the same legal effect as my written signature. I am aware that making a false statement or representation to the Department of State constitutes a third degree felony as provided for in s. 817.155, F.S., punishable as provided for by ss. 775.082, 775.083, and 775.084.

1.1 Guidelines Certification



I hereby certify that I have read and understand the guidelines and all application requirements for this grant program as outlined under section , Florida Statutes 1A-39.001 and 1A-39.001, Florida Administrative Code.

1.2 Signature (Enter first and last name)

Cathy Lunday



State of Florida

Chief Financial Officer
Department of Financial Services
Bureau of Accounting
200 East Gaines Street
Tallahassee, FL 32399-0354

Telephone: (850) 413-5519 Fax: (850) 413-5550

Substitute Form W-9

In order to comply with Internal Revenue Service (IRS) regulations, we require Taxpayer Identification information that will be used to determine whether you will receive a Form 1099 for payment(s) made to you by an agency of the State of Florida, and whether payments are subject to Federal withholding. The information provided below must match the information that you provide to the IRS for income tax reporting. Federal law requires the State of Florida to take backup withholding from certain future payments if you fail to provide the information requested.

Taxpayer Identification Number (FEIN): 59-3000380

IRS Name: CITY OF MOUNT DORA

Address: 510 N. BAKER ST
MOUNT DORA, FL
32757-0000

Attention Of: JOHN MCKINNEY

In Care Of: JOHN MCKINNEY

Business Designation: Government Entity

Certification Statement:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer information **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 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 (including U.S. resident alien)

Preparer's Name: JOHN MCKINNEY
Preparer's Title: MOUNT DORA
Phone: 3527357118
Email: mckinneyj@cityofmountdora.com

Date Submitted: 11/04/2020

Active Doing Business As names submitted on the Substitute Form W-9:

MOUNT DORA



CITY OF MOUNT DORA

W.T. BLAND PUBLIC LIBRARY

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

May 11, 2022

Florida Department of State
Division of Historical Resources
Small Matching Grant Program
R. A. Gray Building, 500 South Bronough St.
Tallahassee, Florida 32399-0250

RE: Small Matching Grant Application – Mount Dora Community Education

Dear DHR Staff:

The City of Mount Dora, a Certified Local Government (CLG), requests a waiver of the match required for the Small Matching Grant Program.

Please contact me at 352-735-7180 if you require additional information. Thank you for your consideration of this worthwhile project.

Sincerely,

Cathy Lunday
Library Manager
W.T. Bland Public Library
1995 N. Donnelly Street
Mount Dora, FL 32757
(352) 735-7180, ext. 3110



821 N. Donnelly Street
Mount Dora, FL 32757
(352) 383-2150
www.MDCTrust.org

The gifts of today make possible the dreams of tomorrow.

May 11, 2022

Division of Cultural Affairs
Florida Department of State
1001 Desoto Park Drive
Tallahassee, FL 32301

Re: 2023 Small Matching Grant – City of Mount Dora

Dear Sir/Madam:

Mount Dora Community Trust supports the City of Mount Dora's Historic Community Education project. Mount Dora has a wealth of historical documents that are significant to the City's historical and cultural legacy. The City feels it crucial to meticulously organize the documents beyond what volunteers would be capable to do. With the Small Matching Grant, a contractor can be engaged to implement this initiative and manage the process. The initial phase of this effort would focus on preserving items related to the following subject areas:

- Personal papers of Mabel Norris Reese
- Downtown by the Decades
- Mount Dora's Chautauqua

Thank you for your kind consideration of the City of Mount Dora's grant application. If I may provide additional information, please do contact me at 352-383-2150.

Best Regards,

A handwritten signature in blue ink that reads "Rob English".

Rob English
Executive Director
Mount Dora Community Trust

RE:kd



GFWC Mount Dora Woman's Club, Inc.

P.O. Box 471

Mount Dora, FL 32756

Organized 1919

A 501 (c)(3) nonprofit organization

May 12, 2022

Division of Cultural Affairs
Florida Department of State
1001 Desoto Park Drive
Tallahassee, FL 32301

Re: 2023 Small Matching Grant – City of Mount Dora

Dear Sir/Madam:

GFWC Mount Dora Woman's Club supports the City of Mount Dora's Historic Community Education project. Mount Dora has a wealth of historical documents that are significant to the City's historical and cultural legacy. The City feels it crucial to meticulously organize the documents beyond what volunteers would be capable to do. With the Small Matching Grant, a contractor can be engaged to implement this initiative and manage the process. The initial phase of this effort would focus on preserving items related to the following subject areas:

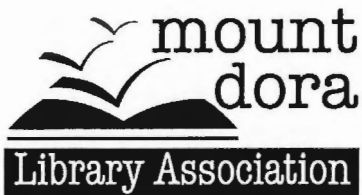
- Personal papers of Mabel Norris Reese
- Downtown by the Decades
- Mount Dora's Chautauqua

Thank you for your kind consideration of the City of Mount Dora's grant application. If I may provide additional information, please do contact me at 352-455-7844.

Best Regards,

Suzanne Gibson, President
GFWC Mount Dora Woman's Club

Mission Statement: The organization is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501 (c) the Internal Revenue Code, or corresponding section of any future federal tax code. This club shall promote the community service tradition of the General Federation of Women's Clubs (GFWC) and the GFWC Florida Federation of Women's Clubs (GFWC Florida) to which it belongs.



May 23, 2022

Al Wittnebert
President

Carol Kessinger
Vice President

Greg Bohnert
Treasurer

Directors:

Maria Scanlan

Carole Warsaw

Pat Price

John Tucker

Laura Martin

Division of Cultural Affairs
Florida Department of State
1001 Desoto Park Drive
Tallahassee, FL 32301

Re: 2023 Small Matching Grant – City of Mount Dora

Dear Sir/Madam:

The Mount Dora Library Association supports the City of Mount Dora's Historic Community Education project. Mount Dora has a wealth of historical documents that are significant to the City's historical and cultural legacy. The City feels it crucial to meticulously organize the documents beyond what volunteers would be capable to do. With the Small Matching Grant, a contractor can be engaged to implement this initiative and manage the process. The initial phase of this effort would focus on preserving items related to the following subject areas:

- Personal papers of Mabel Norris Reese
- Downtown by the Decades
- Mount Dora's Chautauqua

Thank you for your kind consideration of the City of Mount Dora's grant application. If I may provide additional information, please do contact me at (352) 383-1958.

Sincerely,

Al Wittnebert
President
Mount Dora Library Association



418 W. Alfred St., Suite C • Tavares, FL 32778

May 23, 2022

Division of Cultural Affairs
Florida Department of State
1001 Desoto Park Drive
Tallahassee, FL 32301

Re: 2023 Small Matching Grant – City of Mount Dora

Dear Sir/Madam:

The Lake County Library System supports the City of Mount Dora's Historic Community Education project. Mount Dora has a wealth of historical documents that are significant to the City's historical and cultural legacy. The City feels it crucial to meticulously organize the documents beyond what volunteers would be capable to do. With the Small Matching Grant, a contractor can be engaged to implement this initiative and manage the process. The initial phase of this effort would focus on preserving items related to the following subject areas:

- Personal papers of Mabel Norris Reese
- Downtown by the Decades
- Mount Dora's Chautauqua

Thank you for your kind consideration of the City of Mount Dora's grant application. If I may provide additional information, please do contact me at (352) 253-6168.

Best Regards,

George Taylor
Director



Mount Dora Historical Society

P.O. Box 1166

Mount Dora, FL 32756-1166

www.MountDoraHistoricalSociety.org

Janet Westlake, President

president@mountdorahistoricalsociety.org

May 10, 2022

Division of Cultural Affairs
Florida Department of State
1001 Desoto Park Drive
Tallahassee, FL 32301

Re: 2023 Small Matching Grant – City of Mount Dora

Dear Sir/Madam:

The Mount Dora Historical Society supports the City of Mount Dora's Historic Community Education project. Mount Dora has a wealth of historical documents that are significant to the City's historical and cultural legacy. The City feels it crucial to meticulously organize the documents beyond what volunteers would be capable to do. With the Small Matching Grant, a contractor can be engaged to implement this initiative and manage the process. The initial phase of this effort would focus on preserving items related to the following subject areas:

- Personal papers of Mabel Norris Reese of the Mount Dora Topic newspaper
- Downtown by the Decades
- Mount Dora's Chautauqua, a forum for community education and entertainment

Thank you for your kind consideration of the City of Mount Dora's grant application. If I may provide additional information, please contact me at 352-478-6412 or janetpwestlake@gmail.com.

Sincerely,

Janet Westlake
President

May 11, 2022

Division of Cultural Affairs
Florida Department of State
1001 Desoto Park Drive
Tallahassee, FL 32301

Re: 2023 Small Matching Grant – City of Mount Dora

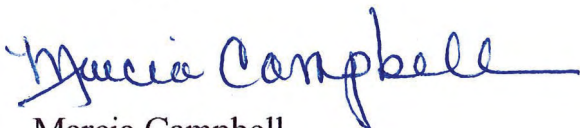
Dear Sir/Madam:

The Friends of the Library supports the City of Mount Dora's Historic Community Education project. Mount Dora has a wealth of historical documents that are significant to the City's historical and cultural legacy. The City feels it crucial to meticulously organize the documents beyond what volunteers would be capable to do. With the Small Matching Grant, a contractor can be engaged to implement this initiative and manage the process. The initial phase of this effort would focus on preserving items related to the following subject areas:

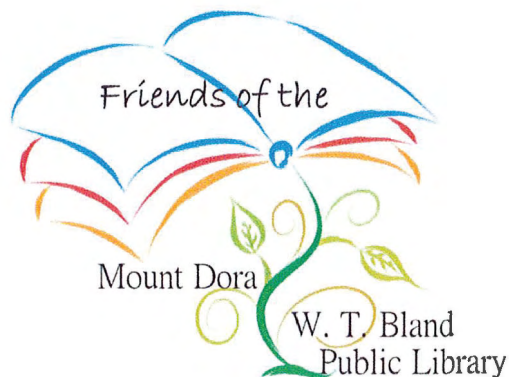
- Personal papers of Mabel Norris Reese
- Downtown by the Decades
- Mount Dora's Chautauqua

Thank you for your kind consideration of the City of Mount Dora's grant application. If I may provide additional information, please contact me at 561-312-6806.

Best Regards,



Marcia Campbell
President-Friends of the Library



COMMUNITY EDUCATION



For Aiding Platts

Mount Dora Topic Editor Wins Journalistic Award

ATLANTA —(P)— The woman editor of a Florida weekly last night received the Green Eyeshade newspaper award for a costly but winning fight for tolerance and against bigotry.

Mrs. Mabel Norris Reese of the Mount Dora Topic won the highly-rated award of the Atlanta chapter of Sigma Delta Chi, journalistic fraternity.



Mabel Norris Reese

SHE WAS honored for successfully going to the aid of a poor family which, her nomination set forth, had been accused of being Negro because a sheriff didn't like "the looks of a girl's nose."

As a result of her crusade, the five children of Allen Platt, a former South Caro-

linian, were officially recognized as being Indian-Irish and eligible for white schools in Lake County, Fla.

SHE GAINED a competing newspaper and lost considerable business during the fight beginning in 1954. But all turned out well. Her opposition closed a year ago and





Catherine Lunday
5905 Tangerine Reserve Court
Mount Dora, FL 32757
(863) 712-6497
cdjonesfl@gmail.com

Philosophy

Public libraries face challenges on multiple fronts. Funding is almost always an issue, as is evolving technology, providing excellent resources, capturing and retaining patrons' interest, and building community ties. I believe public libraries are a community's information, research, social, learning, and cultural hub. This requires progressive and anticipatory leadership, a customer service mindset toward all library users, a positive and happy team environment among employees, a sound foundation of library management practices, and a determination to exceed every patron's expectations regardless of where or how they encounter the library.

Education

Master of Library and Information Sciences, May 2013
University of South Florida
Phi Kappa Phi honor society
Beta Phi Mu library science honor society, 3.97 GPA

Bachelor of Arts (with Distinction), June 1982
Indiana University and Purdue University at Indianapolis
English Major, French Minor
Sigma Pi Alpha (English honor society in 1981, induction May 1981)
Completed degree in three years, 3.74 GPA

Professional and Managerial Experience

W.T. Bland Public Library – November 2015 to present

Library Manager

As Library manager, responsible for operations of a public library serving a city of over 14,000 residents. Reduced operating costs, streamlined operations and increased circulation by 11% during first year as Library Manager in 2017. Implemented far-reaching technology classes program, transformed service delivery at three service points and conducted a comprehensive weeding initiative. Was instrumental in securing \$45,000 in outside funding for completion of a one-acre Butterfly Garden in 2017 and \$168,000 in outside funding for a remodeled Children's Library in 2019. Instituted a daily children's story time and oversaw 8% circulation growth in second year as Library Manager. Instilled a service culture throughout the Library, among both staff and volunteers. Launched Mount Dora Archives in 2018, with two outside partners, digitizing 200+ images.

As Adult Services Librarian, oversight of adult fiction, non-fiction, and reference collections and acquisitions. Responsible for producing adult programs, technology classes, and community outreach. Significantly overhauled technology classes and hardware, successfully launched first cookbook club, restructured audiobook purchase plan, collaborated with children's librarian to produce first disassembly-STEM program, implemented social media marketing, and instituted online class and program registrations.

Florida Southern College, Roux Library - July 2012 to September 2015

Instructional Services Librarian and Head of Public Services

Progressed in over three years from graduate intern and volunteer to supervisory position managing all library instruction and public services. As a result, instruction program reached 40% more students and lib guide views doubled within two years. 1,500 students were reached during second year in position, with stellar faculty accolades. Conducted creative B term class featuring guest faculty lecturers. Greatly expanded depth and scope of research guides and partnered with faculty and academic departments previously unaffiliated with the library. Significantly improved library visibility with faculty, students, student groups and community through individual, email, and social media outreach.

During initial year as a graduate intern/volunteer, built Florida Southern College Digital Postcards Collection, from research and creating metadata through digitization, standard vocabularies, to final website and OCLC uploading. Expanded metadata for the remaining online collections. Created a digital timeline of the architecture and campus life from the college's inception through its pre-Frank Lloyd Wright years, with images, videos and a compelling story line.

Champaign Public Library - June 2011 through July 2011

Practicum Student

Spent over 100 hours at progressive public library's main location and urban branch.

Cattle Ranch - September 2003 through May 2007

Owner and Manager

Transformed a poorly managed 125 acre calf ranch into a profitable, environmentally sound business, with no prior experience in ranching or pasture management.

University of South Florida's Early Intervention Program, Lakeland, Florida - 1999

Community Liaison (part-time)

One year-funded part-time position explaining the federal Early Intervention Program for developmentally delayed infants to physicians, therapists and large employers in Polk County.

Junior League of Greater Lakeland - 1995 through present

Progressed from general member to President in five years

As co-chairman of the 1997 Thrift Sale, achieved the highest net income for the event in the League's history, before or since. As president-elect, developed an innovative partnership with a high free-and-reduced-price lunch population elementary school, supported by successful grant applications and community fundraising.

Indiana Corporate Federal Credit Union, Indianapolis, Indiana - 1986-1993

Bank Vice President

Seven years of progressively more responsible and high-level positions, culminating in promotion to vice president for last three years. Supervised 25 employees, including Treasury Desk, customer service call center, Federal Reserve Bank wire transfer and ACH operations and investment department.

Memberships and Organizations

Professional

American Library Association
Public Library Association

Florida Library Association
Society of Florida Archivists

Leadership/Honorary

Mount Dora Historical Association (board member)
Junior League of Greater Lakeland (past president)
Leadership Lakeland Class 17 Alumni Association
Phi Kappa Phi (honor society)

Heritage Antique Club of Lakeland (past president)
Phi Beta Mu (Library Science honor society)
University of South Florida lifetime alumna
Sunshine State Leadership Institute (2016 graduate)

Presentations and Publications

May 2015 - Conference presentation: *Reimagining Instructional Services*. Annual Meeting of the Independent Colleges and Universities of Florida. Lake Wales, Florida. Revealed faculty and student engagement techniques that work, showing a dramatic increase in instruction and resource use during past two years out of the five years.

May 2014 - Poster presentation: *Transforming Personal Memorabilia into Institutional History*. Annual Meeting of the Society of Florida Archivists. St. Augustine, Florida. Based upon developing, writing and creating the McKay Archives Center digital collection *A Student's Life - Cecil*

May 2013 - Poster presentation: *Florida Southern College Digital Postcards Collection*. Annual Meeting of the Society of Florida Archivists. Tallahassee, Florida. Based upon researching and developing the same-titled McKay Archives Collection.

Proposed collection: Mount Dora Downtown by the Decades

Date: May 2022

Scope: Pictorial collection sorted by decades, with maps locating street grids and business addresses referenced on the maps.

Organization: Each decades' map is the central entry, utilizing a standardized GIS map that is then customized by each decade. Practice will be to portray that map as close to the new decade (1920, 1930, 1940, etc.) as possible.

Estimated size: 15 maps, with attached images and metadata.

Sample images supporting the maps:





W.T. Bland Public Library

July 22, 2021 · 🌐

...

#TBTMountDora!

Here's a glimpse of small-town Mount Dora as the high school band marches down Donnelly Street while local residents enjoy the parade. Circa 1980s.

If you have similar photos you'd like to share, please let us scan them or you can donate them to the Mount Dora Archives, found at www.mountdoraarchives.com. The Mount Dora Archives is a joint effort of the Mount Dora Historical Society, [The Mount Dora Library Association](#) and the City of Mount Dora.... See more





W.T. Bland Public Library

July 29, 2021 · 🌐



#BTMountDora!

This photo of Donnelly Street taken from Fourth Avenue is a reflection back on a quieter time period in downtown Mount Dora. Circa 1960-70s.

If you have similar photos you'd like to share, please let us scan them or you can donate them to the Mount Dora Archives, found at www.mountdoraarchives.com. The Mount Dora Archives is a joint effort of the Mount Dora Historical Society, [The Mount Dora Library Association](#) and the City of Mount Dora.... See more



Heather Fales, Robin Fleming and 17 others

3 Shares



Like



Comment



Share





W.T. Bland Public Library

March 3 · 🌐

...

#TBTMountDora!

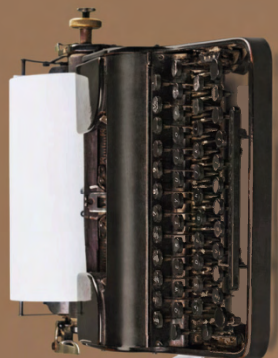
Check out this view of Donnelly Park, the downtown area and Lake Dora from City Hall on Baker Street, circa 1970s.

If you have similar photos you'd like to share, please let us scan them or you can donate them to the Mount Dora Archives, found at www.mountdoraarchives.com. The Mount Dora Archives is a joint effort of the Mount Dora Historical Society, The Mount Dora Library Association and the City of Mount Dora.... See more





Mabel Norris Reese



Prelude

The year was 1971 and Mabel Norris Reese, former owner and editor of the weekly *Mount Dora Topic* and now a general assignment reporter for the *Daytona Beach News-Journal*, entered a courtroom with attorney Richard Graham. The Daytona lawyer had offered his services pro bono after learning Jesse Daniels, a mentally disabled white teenager, had been framed for rape by Lake County sheriff Willis McCall. While both Graham and Reese were determined to help free Daniels who, after being committed without trial, had already spent 14 years in solitary confinement in the Florida State Hospital for the Insane at Chattahoochee, Graham confided to Mabel that the prospect of facing down the notoriously violent sheriff scared him to death. Mabel looked Graham straight in the eye. “The stand behind me,” she said.

A Profile in Courage

Maya Angelou once said that of all the virtues, courage is the most crucial. With it, you can accomplish almost anything. Without it, you’ll achieve next to nothing.

A quarter-century after her passing, Mabel Norris Reese (later Mabel Norris Chesley) remains one of Florida’s leading profiles in courage; a Central Florida housewife and mother who also happened to be a journalist who crusaded for justice. A woman who, on one page, would report on Mount Dora’s social affairs and garden club news while on another would expose Lake County’s corrupt sheriff’s department for planting evidence and framing suspects. One day she would receive a Pulitzer Prize nomination for defending a family whose children were removed from school for the crime of being Black, and the next day receive death threats for her audacity in speaking truth to power. Nevertheless, she persisted.

Nevertheless, she persisted.

Mabel Norris Reese

July 2, 1914 - January 1, 1995

History

The life of Mabel Norris Reese may have been forgotten had it not been for *‘Devil in the Grove’*, Gilbert King’s Pulitzer Prize-winning book that recounted a tragedy that occurred in Central Florida’s Lake County. Accused of raping a white woman in 1949, black suspects who became known as “The Groveland Four” were victims of the time -- and victims of Sheriff McCall. One, Ernest Thomas, was killed by the sheriff’s posse before he could stand trial. To coerce confessions, the others -- Walter Irvin, Samuel Shepherd, and Charles Greenlee -- were brutally beaten by McCall and his deputies in the basement of the Lake County courthouse.

As owner and editor of the *Mount Dora Topic*, Reese initially sided with the larger-than-life sheriff and, in editorials, called for the swift execution of the accused. But her moment of epiphany came in 1951 when, on a dark country road in rural Lake County, McCall murdered Sammy Shepherd and wounded Walter Irvin after claiming the two handcuffed prisoners had tried to escape.

Epilogue

From her desk at the *Mount Dora Topic*, Mabel took a stand and spoke truth to power. She showed how one person can make a difference. She placed her life at risk while defining the maxim that courage isn’t the absence of fear... It is pressing forward in the face of fear.

Mabel Norris Reese provided a voice for the voiceless, defended the defenseless, and proved that a free press is essential to the preservation of democracies here and around the world.



The Full National Register Document was submitted with the online application but is not included in this application package.

NPS Form 10-900
(Rev. 10-90)

United States Department of the Interior
National Park Service

NATIONAL REGISTER OF HISTORIC PLACES
REGISTRATION FORM

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in How to Complete the National Register of Historic Places Registration Form (National Register Bulletin 16A). Complete each item by marking "x" in the appropriate box or by entering the information requested. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

REC-230
AUG 19 2009
NAT. REGKT-i mSTOR?C PUCES
HAIC...AU%RK SERVICE

GMB No. 1024-0018

1. Name of Property

historic name Mount Dora Historic District

Other names/site number FMSF#LA4008

2. Location

street & number roughly 3rd Ave, 11 Ave, Clayton St, Helen St N/A ☐ not for publication

city or town Mount Dora N/A ☐ vicinity

state Florida code FL county Lake code 069 zip code 32757

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended, I hereby certify that this ☒ nomination
☐ request for determination of eligibility meets the documentation standards for registering properties in the National Register of
Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property
☒ meets ☐ does not meet the National Register criteria. I recommend that this property be considered significant
☐ nationally ☐ statewide ☒ locally. (☐ See continuation sheet for additional comments.)

Bartara E. Mattick / Interim SHPO 8/11/2009
Signature of certifying official/Title Date

Florida Department of State, Division of Historical Resources, Bureau of Historic Preservation
State or Federal agency and bureau

In my opinion, the property ☐ meets ☐ does not meet the National Register criteria. (☐ See continuation sheet for additional comments.)

Signature of certifying official/Title Date

State or Federal agency and bureau

4. National Park Service Certification

I hereby certify that the property is:

☒ entered in the National Register
☐ See continuation sheet

☐ determined eligible for the
National Register
☐ See continuation sheet.

☐ determined not eligible for the
National Register
☐ See continuation sheet;

☐ removed from the National
Register.

☐ other, (explain) _____

Signature of the Keeper

Date of Action

8/01/2009

REFLECTIONS

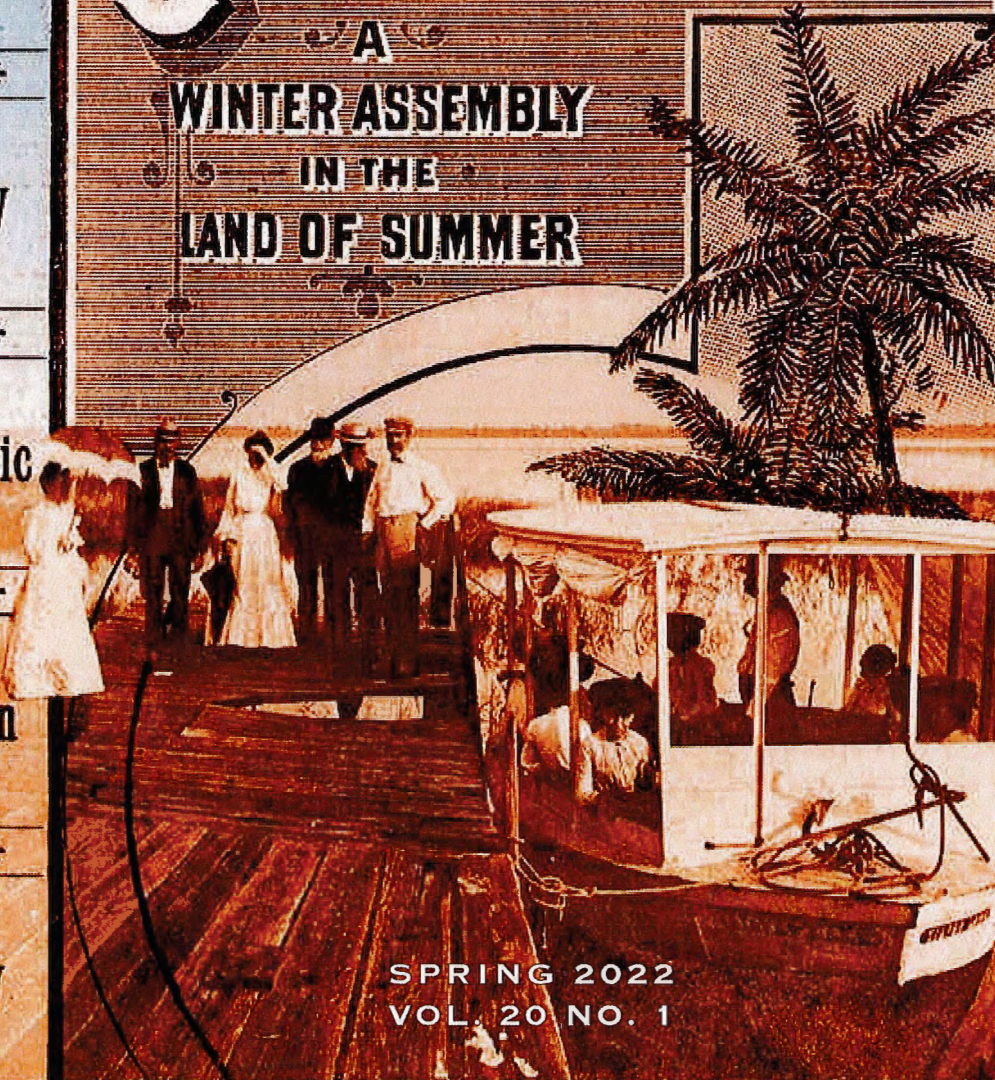
FROM CENTRAL FLORIDA

ISSN 1543-5423

THE MAGAZINE OF THE HISTORICAL SOCIETY OF CENTRAL FLORIDA

THE FLORIDA CHAUTAUQUA

A
WINTER ASSEMBLY
IN THE
LAND OF SUMMER



Philosophy

Instruction

Theology

Recreation

Art & Music

Amusement

Elocution

Society

Cookery

Fellowship

SPRING 2022
VOL. 20 NO. 1

CULTURE IN THE PINE GROVE

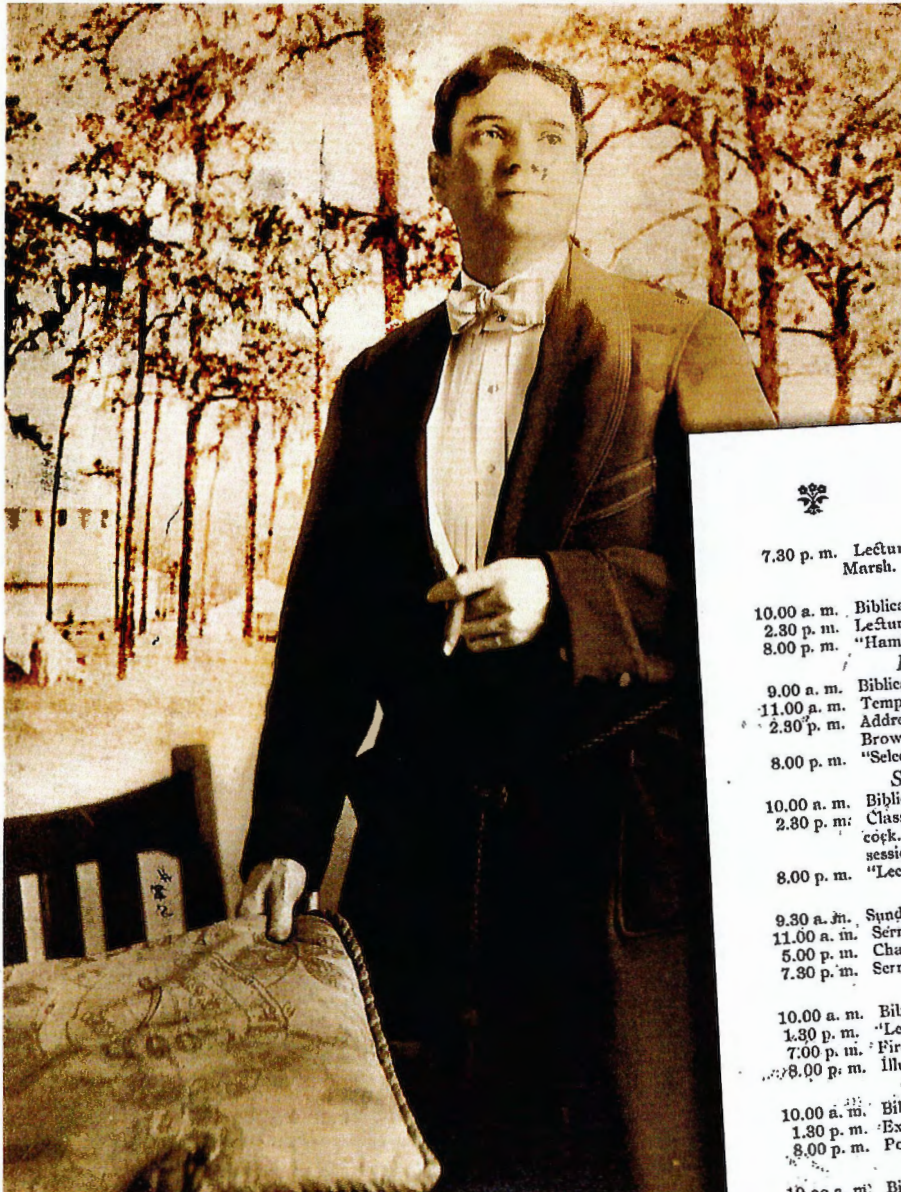
THE MOUNT DORA CHAUTAUQUA, 1887-1906

By ROGER E. BARROWS

It's likely Mount Dora pioneer C. R. Gilbert faced greater hardships than he could ever have anticipated. In his 1882-1883 diary, he described his days working "like a government mule" to clear land to grow citrus. He recorded the storms, fires, illness, loss, and doubts that occurred in his first few months in Florida, as well as the relentless toil.

Gilbert also noted Mount Dora's growth. By 1882, the town boasted a store, a carpenter's shop, and two hotels under construction. It had opened a school and hired the first teacher, a 16-year-old woman. Progress was being made, but something more was needed. At day's end, there was no nearby library, theater, or college to refresh the weary spirit or feed the curious mind.

Farsighted town leaders had a solution. They would set aside ten days each year to bring to Mount Dora renowned ministers, lecturers, and performers who could provide religious, intellectual, and recreational enrichment to the community. They might also have had an eye on attracting tourists and prospective residents to the small town, while simultaneously augmenting its economy.



Programme.

Wednesday, March 6th.

7.30 p. m. Lecture: "The Autocrat, or Dr. Oliver Wendell Holmes." Prof. B. F. Marsh.

Thursday, March 7th.

10.00 a. m. Biblical Hour. Rev. Geo. W. Butler P. E. Leader.
2.30 p. m. Lecture.
8.00 p. m. "Hamlet" by the brilliant monologist, Clinton E. Lloyd.

Friday March 8th. W. C. T. U. Day..

9.00 a. m. Biblical Hour.
11.00 a. m. Temperance Recitations and Songs.
2.30 p. m. Addresses by Mrs. Law, National W. C. T. U. Organizer and Mrs. Alice Brown, Fla. State Pres. W. C. T. U.
8.00 p. m. "Selections" by the unrivaled character artist Mr. Lloyd.

Saturday March 9th. Children's Day.

10.00 a. m. Biblical Hour.
2.30 p. m. Classes and Children's Talks, conducted by Mrs. Annie Hobbs Woodcock. The children of the Public Schools are invited to be present at this session. Admission free.
8.00 p. m. "Lecture," Mrs. Annie Hobbs Woodcock.

Sabbath, March 10th.

9.30 a. m. Sunday School.
11.00 a. m. Sermon, Rev. S. F. Gale.
5.00 p. m. Chautauquan Vesper Service.
7.30 p. m. Sermon, Rev. E. K. Whidden.

Monday, March 11th.

10.00 a. m. Biblical Hour.
1.30 p. m. "Lecture."
7.00 p. m. Fireworks at Chautauqua Park.
8.00 p. m. Illustrated Lecture: "Lights and Shadows of a Great City."

Tuesday, March 12th.

10.00 a. m. Biblical Hour.
1.30 p. m. Excursion on the Lake.
8.00 p. m. Popular Lecture; the "Heritage of a Century" J. Edward Kirby Ph.D.

Wednesday, March 13th.

10.00 a. m. Biblical Hour.
11.00 a. m. Lecture: "The Misuse of Forests." Prof. H. E. Stockbridge.
2.00 p. m. Farmers and Stockgrowers Hour. Prof. Stockbridge will lecture on "Soils and Stockfeeding in Florida." Page 264 of 421.
8.00 p. m. Illustrated Lecture: "In The Land of the Selkies."

Thursday, March 14th.

**MOUNT DORA, FLA.—On account
Mount Dora chautauqua F. C.
& P. R. R., will sell tickets
March 24, 25, 26, 28, 31 at one
and one-fourth fare for the
round trip, good until April 10,
1897.**



Visitors arrived by train at the Mount Dora station; the Florida Central and Peninsular Railroad offered reduced fares during the Chautauqua season.

ORIGINS IN NEW YORK

Mount Dora leaders called this gathering a *Chautauqua* (“shu-TAW-kwuh”) — which today may seem an odd term for a revitalizing assembly. It came from the language of the Iroquois people and had been given to a lake in far western New York state, a thousand miles north of Mount Dora. The word was also applied to a gathering that took place each summer on that lake, beginning in 1874.

That first summer in New York, about 2,500 Sunday school teachers gathered for two weeks at a Methodist camp on Chautauqua Lake to enlarge, clarify, and invigorate their teaching of the Bible. In successive years, lessons expanded well beyond religion, and subjects including history, science, and the arts were integrated into the programming, along with musical performances. Since God created the entire universe, the founders reasoned, every aspect of creation opened a window to the Divine.

Word spread, and the New York assemblies were so well received that they led to a permanent Chautauqua Institution, still thriving today, with a summer program of cultural pursuits and education. The institution was so successful, in fact, that within five

years of its founding, it had inspired a movement of summer assemblies in a half-dozen states. By the end of the century, nearly 200 “daughter Chautauquas” had sprung up throughout the country, imitating the New York model and identifying themselves by its name.

FLORIDA “DAUGHTERS”

The first Chautauqua in Florida opened in 1885 in DeFuniak Springs, in the Panhandle, where an assembly ran for a month each year until 1929 — in winter instead of summer. Mount

Dora followed in 1887 with its own winter assembly, named the South Florida Chautauqua.

In the 1880s, the beauties and charms of Mount Dora, together with its economic promise, were drawing southerners and northerners alike. Some families arrived from cities that offered ample cultural opportunities, conspicuously lacking in the small pioneer town. With the advent of train service in 1887, the time was ripe to bring culture and fresh ideas to residents of Central Florida who were hungry for them.

The serious intent of Mount Dora leaders to establish a permanent Chautauqua is evident by their purchase of 250 acres, where they built a dormitory, dining room, and 1,500-seat auditorium. Most participants came from the community and nearby towns, though newspapers from as far away as Tallahassee and Savannah printed announcements for the Mount Dora season. A dock welcomed steamboat passengers directly to the grounds, and stagecoaches met guests traveling by train. Visitors found accommodations in one of the town’s two hotels, in the dormitory (\$1 a day) or in rented tents (\$1 for the season). Season tickets for adults cost \$1-2; day tickets, 25 cents.

Some visitors arrived in Mount Dora by boat. Here a lakeside crowd watches a regatta in 1924.



Opposite page: The Chautauqua’s daily program offered opportunities including fire-works and lake excursions. Clinton Lloyd (far left), character actor and theater professor, presented Shakespeare.

For Chautauqua organizers, the natural setting in Mount Dora, amid majestic pines and beside a scenic lake, provided an idyllic spot in which to grow in understanding of the word of God as revealed in the Bible, as well as the world of God as revealed in nature. The campground also served an important social function, drawing together congregants from different denominations in a spirit of neighborly congeniality.

NATIONAL STARS

An announcement for the second annual Mount Dora Chautauqua, Feb. 14-23, 1888, proclaimed that “great lecturers on all the sciences and arts have been engaged.” The nationally renowned orator Russell H. Conwell delivered his famous “Acres of Diamonds” speech, advising listeners to achieve success where they lived and, in turn, to benefit their communities. One professor projected stereopticon images onto a wall to take his listeners on a virtual tramp through Switzerland, while another discussed Sidney Lanier and other Southern poets, asserting that they revealed their finer senses by favoring “heart” over “trade.” Musical performances also lifted listeners’ spirits, as did sermons and vespers.

Perhaps the highlight of the 1888 assembly was a talk by the Rev. Lyman Abbott, a Congregationalist minister and one of America’s most prominent theologians. Abbott was an advocate of the new Social Gospel movement, and it’s likely his Mount Dora audience heard his conviction that the Gospels

applied not only to personal salvation but also to social problems exacerbated by the Industrial Revolution.

Christianity was no doubt the heart of the Chautauqua. Mornings began with devotions or Bible study, followed by “normal classes,” which taught Sunday school teachers the norms of Biblical interpretation. Teaching basic religious principles to children was deemed vital to sustaining the social, moral, and cultural fabric of a Christian nation.

LEAN YEARS AND CALAMITIES

The 1888 program reveals the rich variety offered in a single season. Like any institution, however, the Mount Dora Chautauqua passed through lean years. The first occurred after the Great Freezes of 1894-1895 – two separate disasters in December and February that devastated the citrus industry and impelled some families to pull up roots and leave Central Florida for good. Nonetheless, management forged ahead with the March assembly and cut the cost of tickets. “These meetings are just what you need,” declared one DeLand newspaper – “a real soul uplift – good lectures, good music, social enjoyment.”

Due to financial hardships, the programs for the next three years were shortened (to a single day in 1898), and management secured local rather than national talent to provide lectures and entertainment. Then, a decade after the freezes, Mount Dora experienced another calamity when the Chautauqua auditorium burned to the ground ten days before the start of the



1905 season. Again, the management continued with the scheduled program, substituting a large tent for the building. But the handwriting was on the wall. Mount Dora presented its final assembly in 1906, the 20th year of its existence.

Other Central Florida communities formed their own independent Chautauquas in the early 20th century (including Daytona Beach, Melbourne, Lakeland, and St. Petersburg), and in the 1910s and 1920s, circuit Chautauqua traveled from town to town to deliver culture for a week at a time. None of these survived as long as the Mount Dora Chautauqua. What television, movies, and the internet provide today, the Chautauqua delivered – live and in person – for a brief but extraordinary interval each year, offering spiritual uplift, continuing education, and wholesome entertainment. ■



Lecturers included famed ministers such as Russell H. Conwell (far left), first president of Temple University in Philadelphia, and Lyman Abbott (left), advocate of the Social Gospel movement. Above, right: A brochure for Defuniak Springs hailed it as the second Chautauqua city in the U.S.

RESOLUTION NO. 2022-31

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE FLORIDA DEPARTMENT OF STATE HISTORICAL RESOURCES GRANT APPLICATION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION TO SUBMIT GRANT APPLICATION; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora maintains a plethora of historical documents, both in physical form and through a digital repository; and

WHEREAS, the Florida Division of Historic Resources has a small matching grant program for the purpose of assisting governmental entities with efforts to preserve significant historical and archaeological resources maintained in Florida; and

WHEREAS, the City is in need of an Archives Project Assistant for a period of one-year to assist with conceptualizing, organizing, publishing and marketing new collections and integrating the records into the Lake County Library System's catalog for an additional layer of findability; and

WHEREAS, the City has determined that it is in the best interest of its citizens of Mount Dora to submit a grant application for the Florida Division of Historical Resources Small Matching Grant Program.

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. Authorization to Submit Grant Application.

A. The City Manager is hereby authorized to prepare and submit a grant application, proposal, and any necessary waiver documentation, required for the Florida Division of Historical Resources Small Matching Grant Program, related to the desired Archives Project Assistant.

B. The Mayor is hereby authorized to execute the application or associated documentation necessary or required to apply for the grant as set forth herein.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the Historical Resources Small Matching Grant program application, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

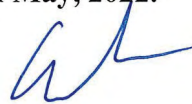
SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

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

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

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

PASSED AND ADOPTED this 17 day of May, 2022.

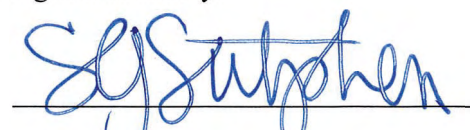


CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:


Jessica Burnham
City Clerk

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


Sherry G. Sutphen, City Attorney

Resolution 2022-31

2 of 2

AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
City of Mount Dora
24.h.sm.300.006

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the “Division,” and the City of Mount Dora hereinafter referred to as the "Grantee."

The Grantee has been awarded a Small Matching Grant by the Division, grant number 24.h.sm.300.006 for the Project “Community Education,” in the amount of \$34,200 (“Grant Award Amount”). The Division enters into this Agreement pursuant to Line Item 3233, contained in the 2024 General Appropriations Act, SB2500, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the “Community Education,” the public purpose for which these funds were appropriated.

- a) The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to hire professional historic consultant services to digitize the papers of the Mabel Norris Reese collection with a minimum of five hundred (500) pages, a collection of downtown Mount Dora images with a minimum of thirty-five (35) images, and a collection of Mount Dora Chautauqua objects with a minimum of fifty (50) objects. Grant funds will also be used for the long-term care of the resources; update an existing website for disseminating educational material; develop and print three (3) different posters with five (5) copies each; and develop and print three (3) different brochures with a minimum of eighty (80) copies each.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

- b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Submit a copy of credentials for the professional historian; and a copy of the project timeline to the Division for review and approval.	One (1) digital copy of professional historian’s credentials; One (1) digital copy of the project timeline.	\$8,550

2	Fixed Price	Complete and submit content outline of website content, content outline of three (3) different posters, and content outline of three (3) different brochures to the Division for review and approval.	One (1) digital copy of the content outline for website content; Three (3) digital copies of content outline for posters; Three (3) digital copies of content outline for brochures text.	\$8,550
3	Fixed Price	Complete and submit drafts of the website, three (3) posters, and three (3) brochures to the Division for review and approval.	One (1) digital draft copy for the website; Three (3) digital draft copies for the posters; Three (3) digital draft copies for the brochures.	\$8,550
4	Fixed Price	Provide a live link to the website and final copies of three (3) poster proofs and three (3) brochures. In addition, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	A live link to the website; Three (3) hard copies of poster proofs; three (3) hard copies of brochures; One (1) Single Audit Form; One (1) copy of the final progress report; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$8,550
Totals				\$34,200

- c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

2. **Length of Agreement.** This Agreement shall begin on 07/01/23, and shall end 06/30/24, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:

Alexa Wilson
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6372
Email: Alexa.Wilson@dos.myflorida.com

For the Grantee:

Contact: Cathy Lunday
Address: 510 N Baker Street Mount Dora Florida 32757
Phone: 352.735.7180
Email: LundayC@ci.mount-dora.fl.us

4. **Grant Payments.** All grant payments are requested online via www.dosgrants.com by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Division staff is complete and approval of the deliverables given. The grant payment schedule is outlined below:
 - a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
 - b) All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization and a payment has been received at the account in the past year, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. If the grantee has not received a payment at the account in the past year, they should check with DFS at (850) 413-5517 or e-mail at DirectDeposit@MyFloridaCFO.com to see if their EFT request is still active. The authorization form is accessible at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16 where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**
7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be**

valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.

8. Financial Consequences. The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

- a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.
- b) Payments will be withheld or reduced for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.
- c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.
- d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

Heritage Education Projects.

1. The Grantee shall submit heritage education project contracts to the Division for review and approval prior to execution. Procurement documentation supporting maximum open competition must be submitted upon request to the Division for review and approval prior to execution of project contracts.
2. Copyright and Royalties: When publications, brochures, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

10. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

Page: 4

- a) “This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida.” Any variation in this language must receive prior approval in writing by the Division.
- b) All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected. Non-site-specific projects that produce report(s) must include the aforementioned language in the report.

11. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, except as allowed below.

- a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
- b) Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Grant Reporting Requirements. The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via www.dosgrants.com.

- a) **First Project Progress Report** is due by October 31, for the period ending September 30.
- b) **Second Project Progress Report** is due by January 31, for the period ending December 31.
- c) **Third Project Progress Report** is due by April 30, for the period ending March 31.
- d) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.

13. Matching Funds. The Grantee is required to provide a 100% match of the Grant Award Amount unless reduced as provided in this section. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, Grantees may request a waiver of the match amount. Grantees that are Certified Local Government (CLG) organizations and Main Street Program organizations are not required to provide a match. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.

14. Grant Completion Deadline. The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project

Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.

- 15. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.
- 16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 10/2022), which are incorporated by reference and are available online at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
 - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement;
 - c) Costs not consistent with the grant project type, as described in section V.C.2. of the program guidelines and as selected in the application;
 - d) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
 - e) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
 - f) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines available at <https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf>, standards available at <https://www.nps.gov/tps/standards.htm> and [nps.gov/history/local-law/arch_stnds_0.htm](https://www.nps.gov/history/local-law/arch_stnds_0.htm) or applicable industry standards;
 - g) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, F.S.;

- h) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;
- i) Entertainment, food, beverages, plaques, awards or gifts;
- j) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;
- k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;
- l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;
- m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- n) Insurance costs;
- o) Capital improvements to property;
- p) Planning activities for the interior of Religious Properties (Exception: planning related to structural elements of the building. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
- q) Planning for accessibility improvements for Religious Properties;
- r) Furniture, including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, case goods (including cabinets, countertops, or bookshelves) with no historic precedent, systems' furniture, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division;
- s) Equipment (a) including but not limited to portable sound systems, specialty fixtures and equipment, visual display units, appliances, computers, cameras, printers, scanners, projection systems, portable light fixtures, and total stations unless specific prior approval has been granted by the Division (b) If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;
- t) Supplies that will not be consumed in use during the duration of this project;

- u) Costs associated with attending or hosting conferences, summits, workshops or presentations including facility rental fees (Exception: municipal or county required public meetings necessary for completion of the grant-assisted project);
- v) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
- w) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

- 17. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.
- 18. Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
- 19. Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
- 20. Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
- 21. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
- 22. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 23. Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*.

Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.

- 24. Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
- 25. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d) The name of the account(s) must include the grant award number;
 - e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
 - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).
- 26. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 27. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

- 28. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.
- 29. Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 30. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.
- 31. No Discrimination.** The Grantee and their subcontractors may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The following or a similar provision must be inserted into all of the subcontracts for services executed under this Agreement:
- a. No employee or applicant for employment engaged under this Agreement may be discriminated against because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status.
- 32. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant

funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

33. Termination of Agreement.

- a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
- b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
- c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

34. Preservation of Remedies. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

35. Non-Assignment of Agreement. The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

36. Required Procurement Procedures for Obtaining Goods and Services. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition may be requested by the Division for review and approval prior to execution of these subcontracts.

- a) The Grantee must procure all professional services (architects, conservators, historic preservation consultants, structural engineers, landscape architects,) using at least a request for qualifications, and the grantee must solicit at least three (3) responses to their request for the service.
- b) All contracts for procurement of goods and services (construction, exhibit fabrication, etc.) not included in Section 36.a. as described above must be procured in the manner described below:
 - 1. **Procurement of Goods and Services Not Exceeding \$35,000.** The Grantee must use the applicable procurement method described below:
 - i. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 may be conducted at the Grantee's discretion using good purchasing practices.
 - ii. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition such as written quotations and informal bids, and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
 - 2. **Procurement of Goods and Services Exceeding \$35,000.** Goods and services costing over \$35,000 may be procured by either formal invitation to bid or request for proposals, and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
 - i. Any formal competitive solicitation shall be made available simultaneously to all vendors, must include the time and date for the receipt of bids, proposals, or replies and of the public opening, and must include all contractual terms and conditions applicable to the procurement, and the criteria to be used in determining acceptability and relative merit of the bid, proposal, or reply
- c) State entities should follow required procedures set forth in Chapter 287, Florida Statutes and Rule 60A 1.0 of Florida Administrative Code. If the grantee is a non-state entity (local government or non-profit organization) and has existing procurement requirements and procedures, follow the more restrictive, as long as state requirements are still met.

- 37. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.
- 39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.

- 42. Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
- 43. Restrictive Covenants.** For Acquisition and Development projects directed at Real Property, if funded, the Grantee (and the Property Owner, if not the Grantee) must file a Restrictive Covenant on the property with the Clerk of Court for ten (10) years for Development and twenty (20) for Acquisition prior to final release of grant funds and close-out of the project.
- 44. Entire Agreement.** The entire Agreement of the parties consists of the following documents:
- a) This Agreement
 - b) Estimated Project Budget (Attachment A)
 - c) Single Audit Act Requirements and Exhibit I (Attachment B)

In acknowledgment of this grant, provided from funds appropriated in the 2024 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

Grantee:

By:

By: _____
Authorizing Official for the Grantee

Alissa Lotane, Division Director

Typed name and title

Date

Date

ATTACHMENT A
Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Historic Consultant	\$31,200	\$0	\$0
Long-Term Care of Resources	\$500	\$0	\$0
Website Development	\$500	\$0	\$0
Develop and Print Three (3) Different Posters with Five (5) Copies Each	\$1,500	\$0	\$0
Develop and Print Three (3) Different Brochures with a Minimum of Eighty (80) Copies Each	\$500	\$0	\$0
Totals	\$34,200	\$0	\$0

ATTACHMENT B

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State through the <https://dosgrants.com/> grants management system.

B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of State through the <https://dosgrants.com/> grants management system.

B. The Auditor General's Office at the following address:

Auditor General

Local Government Audits/342

Claude Pepper Building, Room 401

111 West Madison Street

Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not Applicable

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Historic Preservation Grants, CSFA Number 45.031. Award Amount is \$34,200.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

Grant Award Agreement (Form GAA001), Effective 07/2023
Rule 1A-39.001, Florida Administrative Code



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

DATE: August 15, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Approval of Amendment 1 to the Piggyback Agreement Between the City of Mount Dora and Guardian Equipment, Inc. for Chemical Feed Systems Maintenance and Repair Parts

Introduction:

This is a request for City Council to approve the renewal of the piggyback contract using the Volusia County agreement, including redetermined pricing, with Guardian Equipment, Inc. for chemical feed system maintenance, repair and equipment services and parts.

Discussion:

The City treatment facilities currently use chemical feed equipment at both the water and wastewater treatment facilities. Each treatment operation is required to add chemicals such as disinfectants to maintain treatment standards with its Florida Department of Environmental Protection (FDEP) operational treatment permit. Staff wishes to renew the piggyback agreement using the new agreement between Volusia County and Guardian Equipment, Inc. for chemical feed system maintenance and repair parts. Piggybacking the agreement represents the best option to keep the City's systems in optimum working condition.

Budget Impact:

Each fiscal year the budget includes funding in the Water Treatment and Wastewater Treatment general ledger accounts, 421-1920 -536-46-01 and 421-1940-536-46-01 respectively, to cover repair and services for the chemical feed equipment as needed, and also as budgeted for scheduled repair and replacement items.

Strategic Impact:

Infrastructure - Maintain safe and reliable water and wastewater treatment services.

Recommendation:

City council approve Amendment 1 to the piggyback agreement with Guardian Equipment, Inc. and Volusia County, Florida.

Attachment(s):

1. Master Agreements _ 12312A - 1 _ _ GUARDIAN EQUIPMENT INC _ 7_17_2023
2. Price Redetermination 20-B-115LL Chemical Feed Systems executed
3. Amendment 1.Guardian Equipment - Chemical Feed System - MA12312-1 - ITB 20-B-005LL

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 - 8/9/2023
Approved - 8/9/2023
Approved - 8/9/2023
Approved - 8/9/2023
Final Approval - 8/9/2023



ATTACHMENT #1 Master Agreement

NO. 780 12312A - 1

TERM: 2023-07-21 to 2024-07-20

Page 1 of 2

Date Issued: 07/17/2023

Vendor contact: Name: MARK CLIBURN Phone: 407-936-2216 E-mail:		County contact: Name: DEVAN NORTH Phone: 386-943-7027 E-mail: dnorth@volusia.org	Bill To: County of Volusia UTILITIES OPERATION 3151 E New York Ave., 2nd Floor DELAND, FL 32724
Vendor Name: GUARDIAN EQUIPMENT INC 330 HICKMAN DRIVE SANFORD, FL 32771-0520		Vendor No. 97041100030	Ship To: UTILITIES OPERATION 3151 E New York Ave., 2nd Floor DELAND, FL 32724
Solicitation Number: 20-B-115LL Award Date: Award Authorization: DIRECTOR		Purchasing Phone: LISA SMITH 386-822-5788 E-mail: mlsmith@volusia.org Payment Terms: Net 45 Days, FOB Dest, Freight allowed	
Document Description: Chemical Feed Systems Maintenance and Repair Parts			

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	72055	EA	Chemical feed system maintenance and repair parts per attached *Price Redetermination*.	0.000000

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception.
In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to the PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

E-Verify. By providing any good or service to the County or accepting payment for same, Provider warrants and certifies it has registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees. Provider is subject to and agrees to abide by Sections 446.09 and 446.095, Fla. Stat. Provider shall not enter into a contract with a subcontractor without prior approval from the County; Provider will be required to comply with the provisions of Section 446.095, Fla. Stat.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A-" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County 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 of the Agreement, Master Agreement, and/or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

ATTACHMENT #2



COUNTY OF VOLUSIA, FL Price Redetermination

BID NUMBER: 20-B-115LL
BID TITLE: Chemical Feed Systems

ALL BIDS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

Group A:								
Qty	Part Number	Description	Current Unit Cost	Discount	Extended Cost	Requested Unit Cost	Discount	Requested Extended Cost
22	10X-014	Waichem - Bladder, PVC III	\$81.00	10%	\$1,603.80	\$113.00	10.00%	\$2,237.40
22	42318	Plastic GR Sentinel	\$40.00	10%	\$792.00	\$58.00	10.00%	\$1,148.40
48	PV-00601	1/2" & T Series Valve, 10-150 PSI	\$17.00	10%	\$734.40	\$23.00	10.00%	\$993.60
48	PV-00800	Series Valve, PTFE/EPDM	\$23.00	10%	\$993.60	\$32.00	10.00%	\$1,382.40
4	RC-10X-X50	Dampener, 150 PSI, 1/2" NPTF,	\$0.00	10%	\$0.00	\$0.00	10.00%	\$0.00
6	E90085	E35	\$84.00	10%	\$453.60	\$0.00	10.00%	\$0.00
1	PD690-3-16	Waichem Precision Digital Display	\$0.00	10%	\$0.00	\$0.00	10.00%	\$0.00
2	E90023	Valve, Auto Air Vent, 3/8 VC	\$102.00	10%	\$183.60	\$121.00	10.00%	\$217.80
1	PVC	Cock assembly with IPS Threads	\$240.00	10%	\$216.00		10.00%	\$0.00
1	125291-	Sodium Hypochlorite Bulk Storage	\$795.00	10%	\$715.50		10.00%	\$0.00
4	201L-254F	Gauge Assembly, 2-1/2" 0-160 PSI	\$30.00	10%	\$108.00	\$33.00	10.00%	\$118.80
4	1000-58	Chargeable	\$91.00	10%	\$327.60	\$110.00	10.00%	\$396.00
1	VC1	to Deliver 5.5 GPH	\$1,241.00	10%	\$1,116.90	\$1,530.00	10.00%	\$1,377.00
1	VC1	to Deliver 8.5 GPH	\$1,311.00	10%	\$1,179.90	\$1,615.00	10.00%	\$1,453.50
1	VC1	to Deliver 8.5 GPH	\$1,311.00	10%	\$1,179.90	\$1,615.00	10.00%	\$1,453.50
1	VC1	to Deliver 20 GPH	\$1,443.00	10%	\$1,298.70	\$1,838.00	10.00%	\$1,654.20
1	VC1	to Deliver 5.5 GPH	\$1,241.00	10%	\$1,116.90	\$1,391.00	10.00%	\$1,251.90
1	VC	to Deliver 2.3 GPH	\$436.00	10%	\$392.40		10.00%	\$0.00
1	VE	to Deliver 2.3 GPH	\$436.00	10%	\$392.40		10.00%	\$0.00
20	X21PC-PK	Waichem - Parts Kit, EWC21, PC	\$50.00	10%	\$900.00	\$75.00	10.00%	\$1,350.00
20	X21VE-PK	Waichem - Parts Kit, EWC21, VE	\$50.00	10%	\$900.00	\$75.00	10.00%	\$1,350.00
6	Z20VC-PK	Waichem - Parts Kit, EZB20, VC	\$52.00	10%	\$280.80		10.00%	\$0.00
20	E35VC-PK	Waichem - Parts Kit, EHE35, VC	\$101.00	10%	\$1,818.00		10.00%	\$0.00
6	E30VC-PK	Waichem - Parts Kit, EHE30, VC	\$88.00	10%	\$475.20		10.00%	\$0.00
6	E31VC-PK	Waichem - Parts Kit, EHE31, VC	\$88.00	10%	\$475.20	\$112.00	10.00%	\$604.80
2	E55VC-PK	Waichem - Parts Kit, EHE55, VC	\$155.00	10%	\$279.00		10.00%	\$0.00
2	E36VC-PK	Waichem - Parts Kit, EHE36, VC	\$101.00	10%	\$181.80	\$130.00	10.00%	\$234.00
2	E35VC-PK	Waichem - Parts Kit, EHE35, VC	\$101.00	10%	\$181.80		10.00%	\$0.00
2	E56VC-PK	Waichem - Parts Kit, EHE56, VC	\$155.00	10%	\$279.00	\$198.00	10.00%	\$356.40
2	X20VC-PK	Waichem - Parts Kit, EWC20, VC	\$50.00	10%	\$90.00	\$107.00	10.00%	\$192.60
2	X21VE-PK	Waichem - Parts Kit, EWC21, VE	\$50.00	10%	\$90.00	\$101.00	10.00%	\$181.80
1	EH2102	Waichem - Pump Head, EHE31, VC	\$93.00	10%	\$83.70	\$105.00	10.00%	\$94.50
1	EH1953	Waichem - Pump Head, EHE36, VC	\$78.00	10%	\$70.20	\$120.00	10.00%	\$108.00
1	EH0156	Waichem - Pump Head, EHE35, VC	\$82.00	10%	\$73.80	\$105.00	10.00%	\$94.50

1	EH2114	Walchem - Pump Head, EHE56, VC	\$105.00	10%	\$94.50	\$134.00	10.00%	\$120.60
1	EH0617	Walchem - Pump Head, EHE30, VC	\$79.00	10%	\$71.10	\$102.00	10.00%	\$91.80
1	EH0564	VC	\$79.00	10%	\$71.10		10.00%	\$0.00
1	EH1951	VE	\$52.00	10%	\$46.80	\$67.00	10.00%	\$60.30
1	E11UPE	VAC, EHE31E1	\$569.00	10%	\$512.10		10.00%	\$0.00
1	E11UPE	VAC, EHE36E1	\$569.00	10%	\$512.10		10.00%	\$0.00
1	E11UPE	VAC, EHE35E1	\$569.00	10%	\$512.10		10.00%	\$0.00
1	E11UPE	VAC, EHE56E1	\$569.00	10%	\$512.10		10.00%	\$0.00
1	E11UPE	VAC, EHE30E1	\$569.00	10%	\$512.10		10.00%	\$0.00
1	EWCF1	VAC, EWC20F1	\$569.00	10%	\$512.10		10.00%	\$0.00
1	EWY1	VAC, EWC21Y1	\$569.00	10%	\$512.10		10.00%	\$0.00
Total			\$22,851.90					\$18,523.80
Group B								
Description			Unit Cost		Unit Cost			
Hourly rate for service during normal working hours (7:00 a.m. – 5:00 p.m.)			\$95.00		\$119.00			
Emergency service hourly rate after normal working hours.			\$142.50		\$178.50			
Emergency service hourly rate for weekends and holidays.			\$142.50		\$178.50			
Percentage off List/Catalog prices for items not listed above.			10%		10.00%			

Approved by:

Pamela Wilsky

Pamela Wilsky, NIGP-CPP, CPPO, CPPB
Director of Purchasing & Contracts

**AMENDMENT 1 TO THE AGREEMENT BETWEEN
THE CITY OF MOUNT DORA AND GUARDIAN EQUIPMENT, INC.**

THIS AMENDMENT made by and between the and the City of Mount Dora Florida, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as CITY and GUARDIAN EQUIPMENT, INC., 330 Hickman Drive, Sanford, Florida 32771, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, on October 20, 2020, the CITY executed a Piggyback Agreement with the CONTRACTOR to provide chemical feed systems maintenance and repair parts based on that Agreement competitively solicited by Volusia County, through ITB #20-B-115LL, on July 21, 2020, hereinafter referred to as “Agreement”; and

WHEREAS, the parties have determined that it is in their best interest to further amend the Agreement.

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

1. Section 1, Term, is hereby amended to extend the Term retroactively from the date of the original expiration through and including July 20, 2024.
2. Section 2, Services and Pricing, is amended to reflect the price redetermination set forth in the Cooperative Contract attached to the Agreement. The price redetermination is attached hereto as **Exhibit “A”**
3. All of the terms and conditions of the original Agreement, or any modification thereof shall remain in full force and effect, and to the extent of any conflict between this Amendment and the original Agreement, or any modification thereof, this Amendment shall prevail.

(Signatures on the following page)

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

CITY OF MOUNT DORA

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk

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

Sherry G. Sutphen, City Attorney

CONTRACTOR

By: Mr. A. Cliburn Jr.

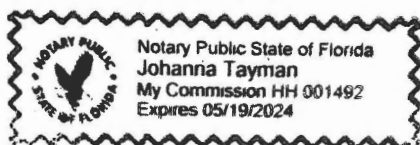
Print: Mark A. Cliburn Jr.

Title: 8/8/23

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Alan Cliburn, as President, of Guardian Equipment, 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 _____ day of August, 2023.

(stamp)



Johanna Tayman
NOTARY PUBLIC, State of Florida

Exhibit “A”



COUNTY OF VOLUSIA, FL
Price Redetermination

BID NUMBER: 20-B-115LL
BID TITLE: Chemical Feed Systems

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Group A:

Qty	Part Number	Description	Current Unit Cost	Discount	Extended Cost	Requested Unit Cost	Discount	Requested Extended Cost
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4	RC-10X-X50	Dampener, 150 PSI, 1/2" NPT F,	\$0.00	10%	\$0.00	\$0.00	10.00%	\$0.00
6	E90085	E35	\$84.00	10%	\$453.60	\$0.00	10.00%	\$0.00
1	PD690-3-16	Walchem Precision Digital Display	\$0.00	10%	\$0.00	\$0.00	10.00%	\$0.00
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1	VC1	to Deliver 8.5 GPH	\$1,311.00	10%	\$1,179.90	\$1,615.00	10.00%	\$1,453.50
1	VC1	to Deliver 20 GPH	\$1,443.00	10%	\$1,298.70	\$1,838.00	10.00%	\$1,654.20
1	VC1	to Deliver 5.5 GPH	\$1,241.00	10%	\$1,116.90	\$1,391.00	10.00%	\$1,251.90
1	VC	to Deliver 2.3 GPH	\$436.00	10%	\$392.40		10.00%	\$0.00
1	VE	to Deliver 2.3 GPH	\$436.00	10%	\$392.40		10.00%	\$0.00
20	X21PC-PK	Walchem - Parts Kit, EWC21, PC	\$50.00	10%	\$900.00	\$75.00	10.00%	\$1,350.00
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6	E30VC-PK	Walchem - Parts Kit, EHE30, VC	\$88.00	10%	\$475.20		10.00%	\$0.00
6	E31VC-PK	Walchem - Parts Kit, EHE31, VC	\$88.00	10%	\$475.20	\$112.00	10.00%	\$604.80
2	E55VC-PK	Walchem - Parts Kit, EHE55, VC	\$155.00	10%	\$279.00		10.00%	\$0.00
2	E36VC-PK	Walchem - Parts Kit, EHE36, VC	\$101.00	10%	\$181.80	\$130.00	10.00%	\$234.00
2	E35VC-PK	Walchem - Parts Kit, EHE35, VC	\$101.00	10%	\$181.80		10.00%	\$0.00
2	E56VC-PK	Walchem - Parts Kit, EHE56, VC	\$155.00	10%	\$279.00	\$198.00	10.00%	\$356.40
2	X20VC-PK	Walchem - Parts Kit, EWC20, VC	\$50.00	10%	\$90.00	\$107.00	10.00%	\$192.60
2	X21VE-PK	Walchem - Parts Kit, EWC21, VE	\$50.00	10%	\$90.00	\$101.00	10.00%	\$181.80
1	EH2102	Walchem - Pump Head, EHE31, VC	\$93.00	10%	\$83.70	\$105.00	10.00%	\$94.50
1	EH1953	Walchem - Pump Head, EHE36, VC	\$78.00	10%	\$70.20	\$120.00	10.00%	\$108.00
1	EH0156	Walchem - Pump Head, EHE35, VC	\$82.00	10%	\$73.80	\$105.00	10.00%	\$94.50

1	EH2114	Waichem - Pump Head, EHE56, VC	\$105.00	10%	\$94.50	\$134.00	10.00%	\$120.60
1	EH0617	Waichem - Pump Head, EHE30, VC	\$79.00	10%	\$71.10	\$102.00	10.00%	\$91.80
1	EH0564	VC	\$79.00	10%	\$71.10		10.00%	\$0.00
1	EH1951	VE	\$52.00	10%	\$46.80	\$67.00	10.00%	\$60.30
1	E110PE	VAC, EHE31E1	\$569.00	10%	\$512.10		10.00%	\$0.00
1	E110PE	VAC, EHE36E1	\$569.00	10%	\$512.10		10.00%	\$0.00
1	E110PE	VAC, EHE35E1	\$569.00	10%	\$512.10		10.00%	\$0.00
1	E110PE	VAC, EHE56E1	\$569.00	10%	\$512.10		10.00%	\$0.00
1	E110PE	VAC, EHE30E1	\$569.00	10%	\$512.10		10.00%	\$0.00
1	EWCF1	VAC, EWC20F1	\$569.00	10%	\$512.10		10.00%	\$0.00
1	EWCY1	VAC, EWC21Y1	\$569.00	10%	\$512.10		10.00%	\$0.00
Total					\$22,851.90	Total		\$18,523.80

Group B

Description	Unit Cost	Unit Cost
Hourly rate for service during normal working hours (7:00 a.m. – 5:00 p.m.)	\$95.00	\$119.00
Emergency service hourly rate after normal working hours.	\$142.50	\$178.50
Emergency service hourly rate for weekends and holidays.	\$142.50	\$178.50
Percentage off List/Catalog prices for items not listed above.	10%	10.00%

Approved by:

Pamela Wilsky

Pamela Wilsky, NIGP-CPP, CPPO, CPPB
Director of Purchasing & Contracts



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

DATE: August 15, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval to Execute Engagement with Fisher & Phillips, LLP for Legal Representation of the City of Mount Dora for Union Negotiations and Union-related Matters

Introduction:

This is a request for City Council to authorize the mayor to execute the engagement with Fisher & Phillips LLP to provide legal representation to the City of Mount Dora for union negotiations and union related matters.

Discussion:

The City of Mount Dora has utilized the services of Fisher & Phillips LLP for specialized legal representation in labor and employment matters, including labor union negotiations for many years. The union representative for the General and Police unions provided intent to bargain on several articles in March and April 2023. The FOP union and Interim HR Director Kim Helfant met on June 06, 2023 for the first meeting of negotiations. The Union Representative has since requested an update to the City's schedule to finalize union negotiations. Interim Human Resources Director Kimberly Helfant requests to move forward at this time to continue union negotiation and execute engagement of Fisher & Phillips services to provide legal representation for union negotiations and union related matters as well as general labor and employment services to be vetted through the City's regular legal counsel.

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 union negotiations and union related matters.

Attachment(s):

1. Attachment #1 collective bargain re-opener MD
2. Attachment #2 Int MD GEnemps
3. City of Mount Dora (Legal Services Agreement)(47539207.1)

Prepared by: Kim Helfant, Human Resources Manager

Reviewed by: Kim Helfant, Human Resources Manager
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 8/8/2023

Approved - 8/8/2023

Approved - 8/9/2023

Final Approval - 8/9/2023



**Florida State Lodge
Fraternal Order of Police**

Labor Council Committee



March 15, 2023

Kimberly Helfant
Human Resources Director
510 N. Baker Street
Mount Dora, FL 32757

REF: Notification to commence contract negotiations

Dear Director Helfant,

On behalf of the **Florida State Fraternal Order of Police**, representing the men and women of the Mount Dora Police Department, please accept this letter as our intent to collective bargain.

In accordance to the "Duration" agreement of the collective bargaining agreement/MOU's there are "re-openers for Articles 9 Wages, 30 Physical Examination and 31 General Provisions. Additionally, Either party may re-open three (3) articles in addition to Article, beginning October 1, 2021, October 1, 2022 and October 1, 2023".

The FOP would like to schedule a meeting at each parties earliest availability while allowing ample time to plan for any such meeting.

The FOP looks forward to continuing the harmonious working relationship with you and your staff.

If you have any questions, please feel free to contact me.

Sincerely,

Luis Tanzi

Luis Tanzi, Staff Representative l.tanzi@floridastatefop.org

PHONE: 407.951.1830

**242 Office Plaza, Tallahassee, Florida 32301
Toll Free: 800-873-3670 • Local: (850) 656-6452
Fax: 850-656-9886 • www.floridastatefop.org**



**FLORIDA STATE
FRATERNAL ORDER
OF POLICE**

LABOR COUNCIL COMMITTEE

April 28, 2023,

Kimberly Helfant
Human Resources Director
510 N. Baker Street
Mount Dora, FL 32757

REF: Notification to commence contract negotiations

Dear Director Helfant,

On behalf of the **Florida State Fraternal Order of Police**, representing the General Employees of the City of Mount Dora, please accept this letter as our intent to collective bargain.

In accordance to Article 42 "Duration" of the collective bargaining agreement/MOU's each party may re-open (3) articles 1-Recognition, 24- Wages and 25- Overtime. beginning October 1, 2021, October 1, 2022 and October 1, 2023".

The FOP looks forward to continuing the harmonious working relationship with you and your staff.

If you have any questions, please feel free to contact me.

Sincerely,

Luis Tanzi

Luis Tanzi, Staff Representative l.tanzi@floridastatefop.org

PHONE: 407.951.1830



Labor Council: 888.485.0351

Fax: 800.873.3670

August 15, 2023 City Council Regular Session Agenda Packet



242 Office Plaza Dr
Tallahassee FL 32301



www.floridafop.com

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fisherphillips.com

Orlando
200 South Orange Avenue
Suite 1100
Orlando, FL 32801

(407) 541-0888 Tel
(407) 541-0887 Fax

Writer's Direct Dial:
407-541-0850

Writer's E-mail:
jmandel@fisherphillips.com

August 7, 2023

VIA E-MAIL [SSUTPHEN@ROPERPA.COM]

Sherry G. Sutphen, Esquire
City Attorney
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

Re: *Legal Representation – Union Negotiations*

Dear Ms. Sutphen:

Thank you for considering Fisher & Phillips to provide legal services to the City of Mount Dora for union negotiations and union related matters. Should the City from time to time, at its discretion, choose to use Fisher & Phillips for any other general labor or employment services, the terms herein will apply.

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

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
August 15, 2023 City Council Regular Session Agenda Packet
FP 47539207.1

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Sherry G. Sutphen, Esquire
City Attorney
City of Mount Dora
August 7, 2023
Page 2

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 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,

Sherry G. Sutphen, Esquire
City Attorney
City of Mount Dora
August 7, 2023
Page 3

subject to court approval where that is required.

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.

Sherry G. Sutphen, Esquire
City Attorney
City of Mount Dora
August 7, 2023
Page 6

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.

Sherry G. Sutphen, Esquire
City Attorney
City of Mount Dora
August 7, 2023
Page 8

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: August 15, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Renewal Proposal for Reinsurance with Florida Blue

Introduction:

This is a request for approval from City Council to authorize the City Manager to execute the annual health insurance renewal offered to the City for the purpose of reinsurance from Florida Blue.

Discussion:

The health insurance plan is a partially self-funded plan administered by Florida Blue. The City health insurance fund is used to account for the City's health, life, and accidental death and dismemberment insurance program. The Stop Loss costs are incorporated into the FY 2023-24 proposed budget. Health claims projected for the coming year are incorporated into the FY 2023-24 proposed budget. Coverage starts October 1, 2023.

Budget Impact:

This is part of the Fiscal Year 2023-2024 budget. The fixed costs presented by Florida Blue are estimated to be \$530,504, depending on the number of people in the fund at any given time. The estimated maximum cost of claims for the city is \$2.7 million for the year.

Strategic Impact:

Fiscal Resources/Human Resources

Recommendation:

City Council authorize the City Manager to execute the renewal proposal for the reinsurance from Florida Blue for the City of Mount Dora.

Attachment(s):

1. Florida Blue FY23-24 Renewal

Prepared by: Aneta Barton, Budget Director

Reviewed by: Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 8/8/2023
Approved - 8/8/2023
Approved - 8/9/2023
Final Approval - 8/9/2023

Sales Representative: Holli Devor
Broker: BROWN & BROWN OF FLORIDA INC
Claims Administrator: Florida Blue
Provider Network(s): Florida Blue
Utilization Review Vendor(s): Florida Blue
Retirees: Both Medicare Retirees and Under 65 Retirees Included

Proposed Effective Date: 10/01/2023
Through Date: 09/30/2024
RFP Situs State: FL

Specific (Check one option)	Lives	Current	☐ Renewal	☐ Option 1	☐ Option 2
Specific Deductible (per Covered Participant)		\$160,000	\$160,000	\$170,000	\$180,000
Policy Year Maximum Specific Benefit		Inforce	Unlimited	Unlimited	Unlimited
Lifetime Maximum Specific Benefit		Inforce	Unlimited	Unlimited	Unlimited
Eligible Claims Expenses		Med, Rx Card	Med, Rx Card	Med, Rx Card	Med, Rx Card
Specific Premium					
Single Rate	149	\$106.17	\$111.70	\$106.19	\$101.04
Family Rate	76	\$294.69	\$329.10	\$314.94	\$301.66
Total Lives	225				
Estimated Policy Term Specific Premium		\$458,589	\$499,859	\$477,093	\$455,773
Policy Term Aggregating Specific Loss Fund		\$100,000	\$100,000	\$100,000	\$100,000
Specific Covered Claims Basis		168/12	180/12	180/12	180/12
Commission		10.00%	10.00%	10.00%	10.00%
Aggregate (Agg) (Include? ☐ Yes ☐ No)					
Eligible Claims Expenses		Med, Rx Card	Med, Rx Card	Med, Rx Card	Med, Rx Card
Policy Year Maximum		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Aggregate Factors					
Single Med, Rx Card Factor	149	\$615.41	\$677.11	\$681.85	\$683.20
Family Med, Rx Card Factor	76	\$1,476.97	\$1,625.06	\$1,636.44	\$1,639.69
Estimated Policy Term Agg Deductible	225	\$2,447,350	\$2,692,727	\$2,711,581	\$2,716,959
Estimated Policy Term Minimum Agg Deductible (100%)		\$2,447,350	\$2,692,727	\$2,711,581	\$2,716,959
Aggregate Corridor			125%	125%	125%
Aggregate Covered Claims Basis			180/12	180/12	180/12
Aggregate Premium					
Composite Rate	225	\$9.96	\$11.35	\$11.55	\$11.70
Estimated Policy Term Agg Premium	225	\$26,892	\$30,645	\$31,185	\$31,590
Commission		10.00%	10.00%	10.00%	10.00%
Total Combined Estimated Policy Term Premium		\$485,481	\$530,504	\$508,278	\$487,363

Note: This proposal is not complete unless accompanied by the proposal notes and the basis of offer noted on the following pages.

Individual Special Requirements:

PROPOSAL NOTES

- The rates and factors in this proposal are firm. Please provide a signed proposal.
- Large claim data must be submitted for any claims that are at or have the likelihood to exceed 50% of the group specific deductible. Large claim data must include: age, sex, diagnosis, prognosis, treatment plan, case management notes (if applicable), Pre-Cert and paid/pended claims.
- The Specific rates in this proposal are based on an Aggregating Specific arrangement. Maximum Specific Liability includes estimated Policy Term Specific premium and the Aggregating Specific fund.
- Human Organ Transplant benefits are payable in accordance with the Covered Underlying Plan and are subject to the proposed Lifetime Maximum Specific Benefit offered within this proposal.
- At renewal We will not apply any new Special Risk Limitations including, but not limited to, an Alternate Specific Deductible or Excluded Claim Expense unless requested.

PROPOSAL ACCEPTANCE

To consider a group for coverage we will require submission of all underlying documentation regarding member eligibility and termination as well as the group Leave of Absence Policy. If there is no Leave of Absence Policy in place, we will require a statement from the Plan Sponsor stating there is no Leave of Absence available. Additionally, we will require an approved benefit book within 60 days of Benefit Book release by FL Blue for group approval.

Please acknowledge acceptance of the terms in this proposal by signing it and returning it by 08/11/2023 (no signed proposal will be accepted after the Proposed Effective Date). Please also indicate which option is chosen and whether Aggregate is to be included, by checking the appropriate boxes on the previous page. Failure to remit the signed agreement within the same period will result in a request for an updated large claim Disclosure (and claims) being required for Our review. All payments after the effective date of this policy, found on the previous page, must use the rates selected. Any deviation from the rates specified could result in an underpayment leading to a possible policy cancellation.

Signature: _____ Title: _____

Accepted on the _____ day of _____, 20_____

initials: _____ date: _____

BASIS OF OFFER

Assumptions

- Aggregate coverage is only available when purchased with Specific coverage.
- This proposal is subject to revision if there is a change in Proposed Effective or Renewal Dates or a change in the Covered Underlying Plan.
- This proposal is based on the utilization of the Provider Network(s) and the Utilization Review Vendor(s) listed in this proposal.
- This proposal assumes a minimum participation level of 50%.
- This proposal assumes the Covered Underlying Plan includes a pre-certification, utilization review and large case management program.
- This proposal is based on a description of the employee benefit plan(s) provided and approved by HM; employee and dependent census data; submission of any requested claim information; and any other information relevant to the underwriting risk. If any of the information was incorrect or changes the risk involved, the rates and factors will be modified, and the Specific and Aggregate claims will be adjusted accordingly.
- Surcharges (including the bad debt and charity surcharge portion of the New York Reform Act applicable to services are rendered in New York State), pool charges, and/or covered lives assessments may be covered under the Stop Loss Policy if such charges are considered a claim cost. HM is not responsible for the filing and/or payment of any assessment for which HM is not directly liable including, but not limited to, the New Hampshire Vaccine Assessment as modified by NH HB 664.
- All standard policy provisions apply. The laws of the state where the policy is issued will apply. Certain exclusions and limitations may apply.
- This proposal will expire on the Proposed Effective Date.
- The dollar value of the minimum deductible shown above is representative. The actual value of the minimum deductible will be calculated according to the terms of the Stop Loss Policy.
- Unless otherwise limited or excluded by the Stop Loss Policy or under the Individual Special Requirements, Eligible Claim expenses under the Stop Loss Policy will follow the Covered Underlying Plan, up to the proposed Maximum Specific Benefit.
- The Agent is properly licensed and appointed by HM.
- The initial rates are guaranteed for the proposed Policy Term unless otherwise noted.
- There are no more than 15% COBRA participants.

Qualifications

- Any Stop Loss insurance requested and the Proposed Effective Date of that coverage must be approved by HM under Our current rules and practices.
- Both the premium rates and the Aggregate factors are subject to change should the number of Covered Units change by 10% or more, either in total and/or by single/family mix.
- If the descriptions of the benefits or plan provisions differ from what was initially utilized to underwrite the risk, an updated Summary Plan Document or other acceptable plan description is required within 60 days of the Effective Date, and the premium rates and Aggregate factors may be subject to re-rating, retro-active to the Effective Date.
- This quote assumes the Covered Underlying Plan will include standard industry provisions and definitions including, but not limited to, eligibility, HIPAA, termination, leave of absence or disability, FMLA, subrogation, transplants and COB; and exclusions for job-related injuries, treatments that are experimental and/or investigational, cosmetic, not medically necessary, war, felonies, charges in excess of usual and customary, and foreign medical care when traveling outside of the U.S. solely for the purpose of receiving medical care. In the event that a Summary Plan Document is not available within 60 days from the Proposed Effective Date, We reserve the right to issue the policy assuming standard exclusions will apply.
- HIPAA Privacy rules permit the release of Protected Health Information (PHI) for the purpose of evaluating and accepting risk associated with the Plan Sponsor as part of "Health Care Operations." HM will use this information solely for the purpose of evaluating and accepting the risk and will not disclose any PHI collected except to perform this risk evaluation.

- The rates and factors in this proposal are based on the Disclosure of all individuals considered a special enrollee due to having previously satisfied the plan's lifetime maximum. Written acceptance by HM must be acknowledged before terms of coverage for such individuals are included under HM's Stop Loss Policy.
- Any Stop Loss Policy issued by HM may be rescinded or re-underwritten if any information requested in connection with this proposal was intentionally concealed or misrepresented by or on behalf of the Policyholder and/or the Policyholder's Agent, or if the Policyholder and/or the Policyholder's Agent commits fraud.
- As used above: An "Agent" is the prospective Policyholder's representative including, but not limited to, the agent, producer or broker of record, or Claims Administrator. A "Claims Administrator" is a third party administrator (TPA) designated by the Policyholder and approved by Us. Disclosure or Disclosed means to provide Claim Information and any other documentation or data requested by Us including, but not limited to, Census and Demographic Information and the estimated number of Covered Units prior to the beginning of the Policy Term.



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

DATE: August 15, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Task Authorization with Faden Builders for 5th Avenue ADA Sidewalk Improvements.

Introduction:

This is a request for Council to approve a proposal from Faden Builders to construct certain sidewalk Improvements along the south side of 5th Avenue between Baker Street and Royellou Lane.

Discussion:

The sidewalk improvements are needed to eliminate a potential tripping hazard due to the protruding curb line along the south side of 5th Avenue between Baker Street and Royellou Lane.

Budget Impact:

The CMAR gross maximum price is \$140,981.22 budgeted in GL 310-5555-580.63-01-PW2323.

Strategic Impact:

Objective 2.2. Enhance pedestrian safety-crosswalk & traffic calming solutions

Recommendation:

Council approve the proposal from Faden Builders to construct certain sidewalk Improvements along the south side of 5th Avenue between Baker Street and Royellou Lane.

Attachment(s):

1. 23-339 MD CMAR 5th Ave Sidewalk ADA Improvements Proposal
2. CurbAdjustment-MDCA-5thAve_Trees_
3. 22-028 Downtown ADA - 5th Ave Sidewalk Faden Task Authorizat

Prepared by: Jeanann Hand, City Clerk

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 - 7/21/2023
Approved - 7/25/2023
Approved - 8/7/2023
Approved - 8/7/2023
Final Approval - 8/8/2023



6/1/2023

Faden Proposal No. 23-339

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

RE: 5th Avenue Sidewalk and Curb ADA Improvements

Scope Summary: Replace concrete curbs and sidewalk on both sides of the east side of Baker St at 5th Ave and install a new raised median with 5 tree wells and pavers on the south side of 5th Ave from Baker St to Royellou Ave.

Exhibit A: Scope of Work

1. General Conditions
 - a. Project Management and Supervision
 - b. ROW permit
 - c. Mobilization/Demobilization
2. Site/Layout
 - a. Survey
 - b. Site Layout
 - c. MOT
3. Concrete and Asphalt Repair
 - a. Demo existing sidewalk curbs and sidewalk (up to 1,475SF)
 - b. Install 370LF of Type D curb.
 - c. Install 40LF of Type F curb.
 - d. Install ribbon curb for tree planters.
 - e. Install 520SF of 4" concrete sidewalk.
 - f. Install six ADA curb ramps with detectable brick pavers.
 - g. Install two trash can pads.
4. Power, irrigation, tree wells and pavers
 - a. Install conduit for power feed from existing panel.
 - b. Install irrigation lines to each of the five tree wells with new timer.
 - c. Install five US Foundry 48x48 tree grates.
 - d. Install pavers and soldier course (700SF).
 - e. Raise water meter covers to new grade elevation.

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 sod are excluded. Trees for the tree wells to be selected, provided and installed by the City.
6. Painting and staining are excluded.
7. Relocation of any conflicting utilities is excluded.
8. Parking along both sides of the work area will not be available during construction.



Exhibit B: Price/GMP Breakdown

1. General Conditions	\$ 18,163.64
2. Site/Layout	\$ 8,063.16
3. Concrete and Asphalt	\$ 66,802.32
4. Pavers, Irrigation and Planters	\$ 19,485.82
Subtotal	\$ 112,514.94
General Liability Insurance	\$ 1,462.69
Contingency (10%)	\$ 11,251.49
Contractor's Fee	\$ 15,752.09
Permit Fee	excluded
Performance and Payment Bond	excluded
Gross Maximum Price (GMP):	\$ 140,981.22

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
- 4-5 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

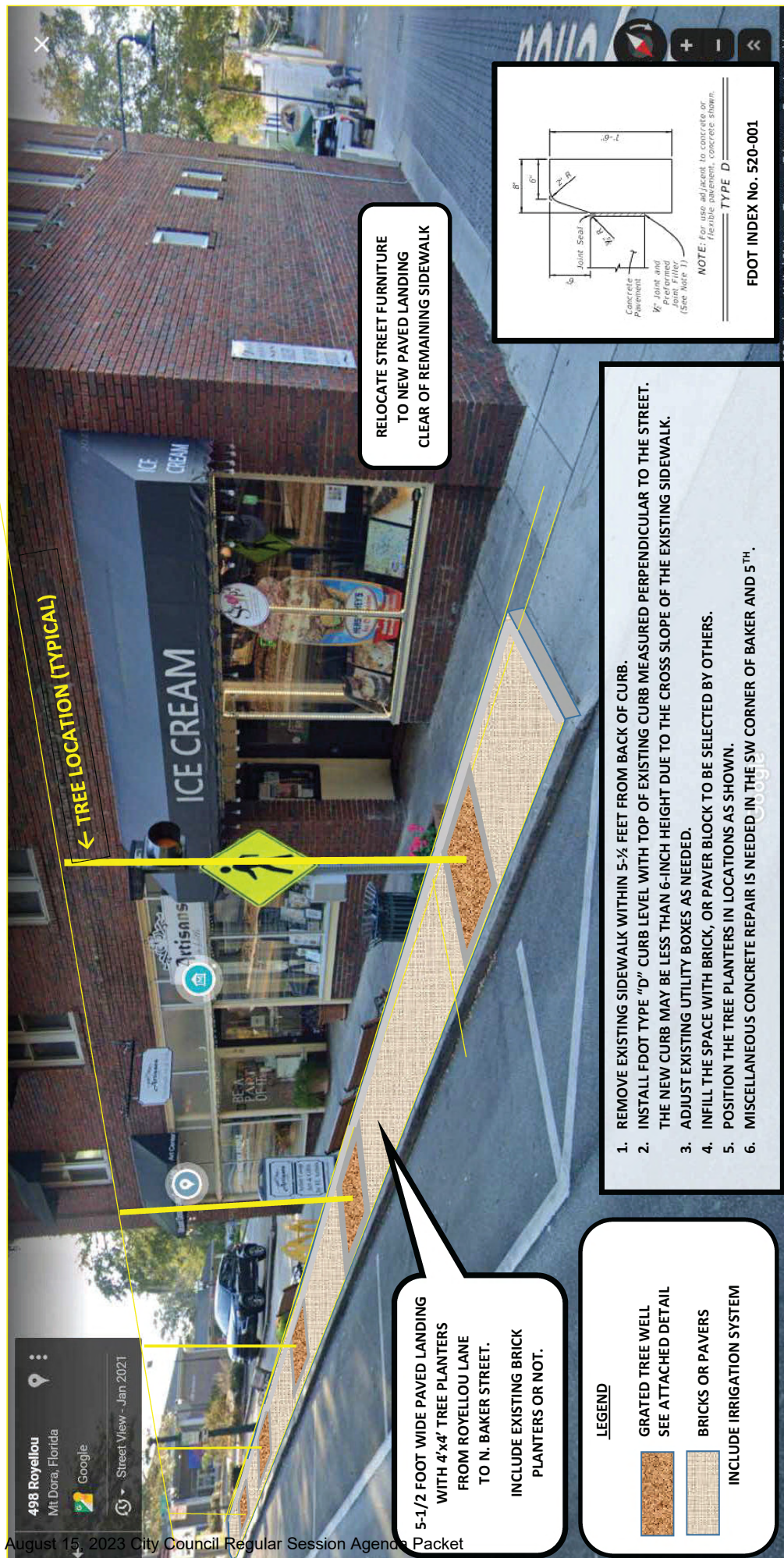
JMC Concrete Demolition
Pace Concrete
The Yard Stop

We appreciate the opportunity. Please feel free to contact me with any questions.

Best regards,

PHILIP RAPALJE

Philip Rapalje
Faden Builders, Inc.



Concept Plan to Replace Raised Curb with a 5-1/2 Foot Wide Landing

Alongside Parking Spaces between Royellou Lane and N. Baker Street

Design intent is to alleviate the existing raised curb condition while maintaining protection for store fronts from street drainage.

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:

Downtown ADA / 5th Avenue Sidewalk

Project Number:

22-028

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION IS DELIVERED TO THE CONSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package shall include:</u> Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Date: _____ Signature: _____	
Reviewed By (if applicable): Print: _____ Date: _____ Signature: _____	
CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: Todd M. Faden	Print Name:
Title: President	Title:
Signature: DocuSigned by: EA608BA3BC674ED... Todd M. Faden	Signature:
Date: 7/27/2023	Date:



6/1/2023

Faden Proposal No. 23-339

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

RE: 5th Avenue Sidewalk and Curb ADA Improvements

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Construction Manager: Todd Faden (Faden Builders)

Exhibit E: Construction Manager's Staff

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Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Nicole Rakes

Exhibit F: Sub-Contractors

JMC Concrete Demolition
Pace Concrete
The Yard Stop

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: August 15, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Approval of Change Order for PO 23-2000 with C.A.P Government Inc., for On-Call Building Inspection Services

Introduction:

This is a request to approve a Change Order for PO 23-2000 with C.A.P Government Inc., for On-Call Building Inspection Services.

Discussion:

This is a request to approve a Change Order for PO 23-2000 with C.A.P Government Inc., for On-Call Building Inspection Services totaling \$15,120. This Change Order is to cover the completion of work that was requested before the Purchase Order maximum amount was expended. C.A.P. was completing ongoing building permit inspections through the completion of those projects. The expense will be paid out of the Building Services Fund budget (special fund 123), which has ample funding to cover these costs and has no impact on the General Fund Budget.

Budget Impact:

\$15,120.00 from GL 123-1560-524.31-01 Building Department Budget, no impact on the General Fund Budget. \$194,995.14 available in this GL to cover this change order.

Strategic Impact:

Economic Development and Public Safety.

Recommendation:

City Council approve this Change Order for PO 23-2000 with C.A.P Government Inc., for On-Call Building Inspection Services and authorize the City Manager or designee to sign the change order for payment.

Attachment(s):

1. CAP Change Order

Prepared by: Adam Sumner, CRA Administrator
Reviewed by: Vince Sandersfeld, Planning and Development Director
Aneta Barton, Budget Director
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 8/7/2023
Approved - 8/8/2023
Approved - 8/8/2023
Final Approval - 8/8/2023



**CITY OF
MOUNT
DORA**

Purchasing Division

Marilyn Douglas – Purchasing Manager
510 North Baker Street
Mount Dora, FL 32757
Phone: 352-735-7176
douglasm@cityofmountdora.com

CHANGE ORDER – PURCHASE ORDERS

Today's Date: 7/26/23

Original PO Number: 23-2000

Original PO Amount: \$ 113,000.00

Change Order Number: _____

PO issued to: C.A.P. Government Inc
(Vendor Name)

The following change(s) are requested to the purchase order per the attached documentation:

+ / - line # 1 by 1 (qty) @ \$15,120.00 /unit GL #: 123-1630-524.31-01

+ / - line # _____ by _____ (qty) @ \$ _____ /unit GL #: _____

+ / - line # _____ by _____ (qty) @ \$ _____ /unit GL #: _____

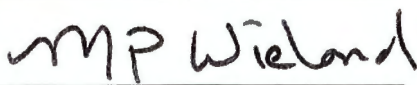
Reason for Purchase Order Change: PO was not funded with enough money to cover all invoices for services, price of services also increased after PO was approved.

New Purchase Order Total with Change Order: \$ 15,120.00

Cancel Entire PO: YES or **NO** (circle one)

The City Manager or designee shall have the authority to approve and execute all change orders and amendments and to approve price escalation/de-escalation changes, according to the terms of the particular contract providing the change does not exceed 10% (not to exceed \$50,000 in total in cumulative) of the latest approved contract value for the contract. Amendments to contracts greater than these amounts must be approved by City Council.

All change orders issued which modify a contract, the original and revised total cost of which exceeds 10% (not to exceed \$50,000 in total in cumulative), shall require Council approval, unless otherwise specified in the Purchasing Policy.

	SIGNATURE APPROVALS
Division Manager	
Finance Director	8/2/2023
City Council (Over a total value of \$50,000)	City Manager (Not to Exceed 10% of latest approved value up to a cumulative total of \$50,000)



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

DATE: August 15, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Approval to Apply for the Florida Recreation Development Assistance Grants and Request Authorization for the Mayor to Sign the Application Once Complete

Introduction:

This is a request for authorization to apply for the Florida Recreation Development Assistance Grants.

Discussion:

The Florida Recreation Development Assistance Grant is a 100% matching grant providing funding to organizations for the development of outdoor recreational facilities. Organizations may apply for up to \$200,000.00 in state funds to support their outdoor recreational facilities.

Funding from this grant will supplement the City's capital improvement projects for Gilbert Park Playground and Frank Brown Sports Complex. These two CIP projects have been requested by City Council to be in the 2023-24 fiscal year budget. The Parks and Recreation Director has worked with the City Project Manager and CMAR on the site plan of each of the two projects. Quotes have been submitted based on the projects taking place in the 2023-24 budget.

Budget Impact:

The Florida Recreation Development Assistance Grant requires a 1 to 1 match with up to \$200,000 in available funding.

Strategic Impact:

- Objective 1.4 Promoting tourism by enhancing Mount Dora as a destination
- Objective 3.1 Identify and seek funding sources

Recommendation:

City Council approve the request to apply for the Florida Recreation Development Assistance Grant.

Attachment(s):

1. FRDAP Grant Spec Sheet

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

Approved - 8/2/2023
Approved - 8/3/2023
Approved - 8/8/2023
Approved - 8/9/2023
Final Approval - 8/9/2023



2023 Florida Recreational Development Assistance Program (FRDAP) Regular Application Cycle

The Florida Department of Environmental Protection provides funds through the Florida Recreational Development Assistance Program's competitive grants for the acquisition or development of outdoor recreational facilities. Any municipality may apply for up to two FRDAP grants during each funding cycle but may only have three active FRDAP grants at one time.

Eligible Activities include but are not limited to:

Basketball Courts, Field Lighting, Boating Facilities, Beach Access, Playgrounds, Soccer Fields, Tennis Courts, Baseball/Softball Facilities, Sports lighting, Trails, Picnic Facilities, Fishing/Nature Piers, Outdoor Amphitheaters, Dog Parks, Cultural Facilities, Support Facilities and any other outdoor recreation or open space elements.

Application Deadline: August 31, 2023

Maximum Grant Amount: \$50,000- \$200,000 (2 applications are permitted for each cycle)

Eligible Costs: **Project costs from July 1, 2023, and on are reimbursable.**
Grant preparation fees are eligible to be reimbursed as a part of the grant.

Match Requirements: Grants up to \$50,000 have no matching fund requirement.
Grants more than \$50,000 and up to \$150,000 have a 25% matching funds requirement. Grants over \$150,000 have a 100% matching funds requirement.



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

DATE: August 15, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Approval to Waive Fees for Use of the Donnelly Park Building by Empty Bowls

Introduction:

This is a request for City Council to waive rental fees for use of the Donnelly Park Building by Empty Bowls for a fundraiser on May 4, 2024.

Discussion:

Empty Bowls is a community event that brings together local artists, potters, restaurants, and volunteers with the shared objective of combatting hunger in our community while raising both funds and awareness. The Empty Bowls event being held this May in Mount Dora is intended to raise money for a non-profit organization and not a non-profit organization itself.

The organizers of Empty Bowls have requested to utilize the Donnelly Park Building to host a fundraiser on Saturday, May 4, 2023. The event's representative, Cherish Garrett, has requested a waiver of rental fees for use of the Donnelly Park Building for this fundraiser. The total estimated cost of the rental is \$280.

Pursuant to the City's Master Fee Schedule adopted under Resolution No. 2022-03, "only City Council may reduce said fees below the cost and expenses incurred by the City."

Budget Impact:

The total estimated rental fees are \$280.

Strategic Impact:

2.3.2. Increase engagement and collaboration with residents

Recommendation:

City Council receive input and determine whether to provide a waiver of fees for use of the Donnelly Park Building for a fundraiser.

Attachment(s):

1. Empty Bowls - 5.4.24_overview
2. Letter of Support to City of MD
3. Empty Bowls - Facility Rental Permit

Prepared by: Jennifer Schwarz, Operations Manager
Reviewed by: Troy Shonk, Parks & Recreation Director
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 8/8/2023
Approved - 8/8/2023
Final Approval - 8/9/2023

ATTACHMENT #1

**Event:**

Empty Bowls fundraiser

Date of event:

May 4th, 2024

Location:

Donnelly Park

Time of event:

5pm – 7:45pm

Total time needed for event:

3pm – 9pm (for set-up & clean-up)

Fundraiser proceeds recipient:

Lake Cares Food Pantry

Event overview:

Empty Bowls is a community event that brings together local artists, potters, restaurants, and volunteers with the shared objective of combating hunger in our community while raising both funds and awareness.

It is important to note that *Empty Bowls* is an event intended to raise money for a non-profit organization and not a non-profit organization itself.

Attendees at this event will have the opportunity to contribute through an admission fee, which grants them the privilege of selecting a handcrafted bowl to take home as a memento, as well as enjoying a bowl of soup during the event, provided by our local restaurants. Additionally, a silent auction showcasing local art and services will be held to further generate funds in support of Lake Cares. The event will be enhanced by the presence of local musicians, providing an enjoyable and engaging experience for all event guests.



July 25, 2023

City of Mount Dora
Troy Shonk, Director
Department of Parks & Recreation
900 N Donnelly St.
Mt Dora, FL 32757

Dear Troy,

As you may be aware, Lake Cares Food Pantry exists solely because of the community and business support we receive in order to continue our mission. Many individuals, affiliated groups and churches hold organized events on our behalf for the sole purpose of fundraising for Lake Cares. Empty Bowls is one of these events, scheduled to take place on Saturday, May 4, 2024 from 5:00 pm to 7:30 pm. The location for this fundraising event is proposed to take place in the Donnelly Park Building. Juliet Davis of Yada Yada Pottery is organizing the crafting of the bowls to be used for this event and Cherish Garrett has stepped up to coordinate the effort of running the event.

Not only do we have tremendous appreciation for the generosity of those involved in putting together an opportunity to raise funds for our mission, we support this Empty Bowls event and will help in anyway we can toward its success.

Please feel free to reach out to me at Ruthie.LakeCares@gmail.com if you should have any comments or concerns regarding our support of the Empty Bowls for Charity event.

Many thanks,

A handwritten signature in cursive script that reads "Ruthie Haffner".

Ruthie Haffner
Director of Development



**CITY OF
MOUNT
DORA**

1995 N. Donnelly Street
Mount Dora, FL 32757
352-735-7180
<https://ci.mount-dora.fl.us>

PERMIT #4160

Authorized On: 07/27/2023 11:03 AM

NOTE: Empty Bowl Event

Location

Donnelly Park
530 N. Donnelly St.
Mount Dora, FL 32757

Permit Holder

Cherish Garrett
3201 Stratford Lane
Mount Dora, FL 32757

Authorized Agent

Amanda Ferguson
352-735-7180
parksandrec@cityofmoundora.com
<https://ci.mount-dora.fl.us>

RESERVATIONS

Location	Facility	Date	Time	Hours	Fee
Donnelly Park	Donnelly Park Building & Deck	Sat, May 4th 2024	03:00 PM-09:00 PM	6.00	\$180.00
Addons		Security Deposit			\$100.00
		Addons Total			\$100.00
				TOTAL:	\$280.00

CHARGES

LOCATION	FACILITY	DESCRIPTION	TOTAL	PAID	BALANCE DUE
Donnelly Park	Donnelly Park Building & Deck	May 4, 2024 3:00 PM-9:00 PM	\$180.00	\$0.00	\$180.00
Donnelly Park	Donnelly Park Building & Deck	Security Deposit	\$100.00	\$0.00	\$100.00
TOTAL:			\$280.00	\$0.00	\$280.00

PROMPT RESPONSES

Location	Facilities	Date	Days
Donnelly Park	Donnelly Park Building & Deck	05/04/2024	Sat

#1 - Will alcohol be sold or served at this event? * If alcohol is distributed at the event, a liability insurance policy in the amount of \$1,000,000, naming the City of Mount Dora as a certificate holder is required. * Documentation of coverage must be presented to our office at least fourteen (14) days prior to the event. * The City reserves the right to require policy coverage for any event as it deems appropriate. * If alcohol is sold, a catering license will be required in addition to the liability insurance policy coverage if necessary. ***If you are serving alcohol YOUR REQUEST WILL NOT BE PROCESSED until your license and liability insurance is received by the facility rental department. Please email it to FacilityRentals@CityOfMountDora.com for processing. ***

Response: No

Donnelly Park	Donnelly Park Building & Deck	05/04/2024	Sat
---------------	-------------------------------	------------	-----

#2 - Purpose of use? (example; child's birthday party, wedding reception, etc.)

ATTACHMENT #3

Response: Empty Bowl Event

Donnelly Park	Donnelly Park Building & Deck	05/04/2024	Sat
---------------	-------------------------------	------------	-----

#3 - Will tents or other rental equipment be used at this event?

Response: No

Donnelly Park	Donnelly Park Building & Deck	05/04/2024	Sat
---------------	-------------------------------	------------	-----

#4 - All facility rental waivers and agreements are completed digitally. There is no need to mail, e-mail or bring the signed agreements, as they are saved to this website with your reservation.

Response: Agreed

Donnelly Park	Donnelly Park Building & Deck	05/04/2024	Sat
---------------	-------------------------------	------------	-----

#5 - Will you be collecting revenue or charging a fee to attend this event?

Response: No

Donnelly Park	Donnelly Park Building & Deck	05/04/2024	Sat
---------------	-------------------------------	------------	-----

#6 - Any rental of a City facility requires at \$100 security deposit. This deposit is to ensure the location being rented is left clean and undamaged. If the location is not clean or has been damaged, the City has the right to retain the security deposit. Once the rental has been completed, the City has a minimum of 30 business days to process the refund of a security deposit, minus a \$5 processing fee.

Response: Agreed

For any problems concerning the building, contact the W.T. Bland Library (352) 735-7183 during business hours or Police Dispatch at (352) 735-7030 during evening or weekend events.



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

DATE: August 15, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Approval of Meeting Minutes

- July 24, 2023 Budget Workshop Minutes

Introduction:

This is a request for City Council to approve meeting minutes.

Discussion:

The City Clerk prepares minutes and presents them to City Council as an opportunity to make suggestions or corrections prior to final approval.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council to approve Meeting Minutes.

Attachment(s):

1. 07.24.2023.Budget Workshop.Minutes_DRAFT

Prepared by: Jeanann Hand, City Clerk

Reviewed by:



CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL BUDGET WORKSHOP MINUTES
July 24, 2023, 6:00 PM
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m. Mayor Crissy Stile called to order the July 24, 2023, City Council Budget Work Session.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

A moment of silence and Pledge of Allegiance were led by Councilmember Rolfson.

ROLL CALL

Members Present

John Cataldo, District 1
Cal Rolfson, District 2
Dennis Dawson, District 3
Nate Walker, District 5
Doug Bryant, At Large
Marc Crail, Vice-mayor
Crissy Stile, Mayor

Also Present

Patrick C. Comiskey, City Manager
Aneta Barton, Budget Director
Jeanann Hand, City Clerk

DISCUSSION ITEMS

1. Governmental Funds and Internal Services

Ms. Barton reviewed the PowerPoint (attached to the minutes and marked as Exhibit A) provided to Councilmembers that details the meeting's subject matter, Governmental Funds and Internal Services. There is an increase of \$571,000 in salary and wages, mainly due to health insurance costs, which saw an increase in claims and claims costs, and the 3% cost-of-living salary raise that takes place annually. Cost allocations and truer health insurance numbers will be available at the next budget meeting.

This meeting would cover the key drivers for the budget process, information about TRIM notices, and overviews of the General Fund, Special Revenue Funds, the Debt Service Fund, Impact Fee Funds, and Internal Service Funds.

Ms. Barton spoke about material related to the City's General Fund budget, including a breakdown of percentages of the divisions of the General Fund. She pointed out positions for which the salaries have been moved from Stormwater to General Fund.

Councilmembers discussed consumer price index trends with Ms. Barton.

Ms. Barton announced TRIM notices would be sent out from the county on August 16th. The notices will have maximum millage rates, not actual millage rate.

Ms. Barton told Council the budget is not balanced at the moment, and is short 2.5 million.

Ms. Barton showed a breakdown of Legislative, Executive, and Support Services expenditures. She noted the Legislative, Executive and Support Services budget differences between last year's adopted budget and this year's proposed, and explained the reasons for those differences. The Legislative budget decreased because the Council Chambers livestreaming equipment and maintenance had been moved to the Internet Technology budget. The City Manager budget increased due to a salary increase. The Clerk department decreased because of staffing cuts. The Public Information Officer budget decreased because promotional activities were moved to the Economic Development budget. The Customer Service budget increased because of added software and an increase of users for credit card processing. There was an increase in Human Resources (HR) because of added training and increases in employee appreciation, wellness programs, and health insurance costs and claims.

Councilmembers questioned Ms. Barton about fluctuations. Some allocations for legal services were moved from Human Resources to the City Manager budget last year.

Councilmember Bryant enquired about the City Attorney proposed amount. Ms. Barton explained the figure includes \$25,000 for labor law. If the attorney performs work related to other funds, such as CRAs, the attorney bill will be applied to those funds. Councilmember Bryant requested a more detailed breakdown of City Attorney expenditure for future discussions on the matter.

Councilmember Walker initiated discussion about the single Clerk position, salary comparisons, and possibilities for adding a position. Councilmembers discussed possible salary increases for various positions in the City in order to remain a competitive employer.

Ms. Barton reviewed Library and Simpson House budget information. Councilmember Dawson and Ms. Barton discussed revenue-generating funds and applicability of offsets.

Ms. Barton reviewed information related to the Leisure Services budget, presenting a breakdown of revenue and expenses. Parks and Recreation Director Troy Shonk explained an increase in Public Arts and Programs because of grants allocated there.

Mayor Stile mentioned holes in the fields at Frank Brown Park, which were recently pointed out by a member of the community, as well as other issues at the park. Council and staff discussed the park's heavy service to the community, and issues that result from that use. Ms. Barton spoke about the budgetary challenges of addressing work that needs to be done at the park. The City recognized the need for shade at the location. The limits of impact fee use were mentioned. Ms. Barton would explore options to address issues at Frank Brown Park. Staff and Council agreed the park should be a priority. Possible grant funding was discussed. The appropriateness of private donations was discussed. The purchase of adjacent property was discussed. Councilmember Walker voiced support for City continuing to allow the field's use, free of charge, by Pop Warner.

It was determined CRA funds cannot be used for this park's renovation. The Frank Brown playground was discussed. Tax Increment Funding (TIF) from annexation would be a boon for funding projects in the North East.

Ms. Barton presented information on the Planning and Development budget. Expenditures increased mainly because of staffing, increases in salaries, wages and health insurance, and studies on the Golden Triangle Activity Center and the Highland Street Activity Center.

Discussion ensued on the number of Code Enforcement Officers needed. Deputy Planning Director & CRA Manager Adam Sumner, who oversees Code Enforcement, explained the status of the Code Enforcement department and the demands placed upon it. He reported on a recent new hire. The addition of another officer or administrative staff was discussed.

Council discussed raising impact fees. Studies and workshops in preparation for that decision were mentioned.

Ms. Barton suggested a study of all impact fees and not just wastewater. The timing for the collection of impact fees, and for performing impact fee studies was explored. Department heads would put together information over the next twelve months to move forward with plans for the possible raising of impact fees. The value of a consultant was acknowledged.

Ms. Barton moved on to material about Law Enforcement Revenues and Expenditures, informing that increases in expenditures were due to salary and wages, health insurance adjustments, the addition of the Citizens on Patrol program, the education sponsorship program, and inflation and outsourcing. An update was provided on the outstanding internal loan balance. Staff recommended a starting salary increase to remain competitive and Council recognized the priority.

Fire Protection General Revenues and expenditures were presented by Ms. Barton. Discussion of competitive salary was mentioned, with recognition that the City's pay is comparatively low. The value of adequate compensation was noted, including consideration of the cost of training staff who leave after training.

The City's minimum wage adjustment is still in progress. Annual three percent increases will bring the City up to date in 2026. The City's salaries are generally not competitive.

Council discussed watercraft for the Fire Department.

Material was presented regarding Public Works and Other General Government Expenditures. There was a decrease in building maintenance. Increases were mainly due to moving staff between departments. Tax Increment Funding increased. Capital expense and retiree contribution to health insurance increased. Insurance increased. The construction budget is the highest it has been in three years. Transfer to the construction fund was due to the following projects: Donnelly Street repaving, ADA crosswalk improvements, traffic calming, the tree replacement program, the dock rebuild, the Gilbert Park playground, the Donnelly pickleball courts, the Music Hall landscaping and irrigation, and Sunset Park and Gilbert Park restrooms.

It was confirmed the City's current insurance broker is more competitive than what the Florida League of Cities offers. Ms. Barton will compare again next year.

Health insurance is the City's greatest budgetary challenge at this time. Ms. Barton reviewed Grants and Aids uses.

Councilmember Walker would like to see the North East Christmas party occur. Several North East events will be funded from the Parks and Recreation department because CRAs cannot fund events.

Mayor Stile enquired about the repaving of certain streets in the Country Club, as a resident had contacted the City about a specific concern on Park Forest Boulevard. Road conditions were discussed. Public Works Director George Marek commented on an integrative approach, suggesting not just repaving, but addressing tree growth and drainage

Councilmember Rolfson expressed gratitude for the work done by St. James Way.

Vice-mayor Crail suggested the City help event organizers active in the City with liability insurance. Specific numbers would need to be confirmed. This matter would be brought back to Council.

Ms. Barton provided a General Fund Department Comparison. She mentioned the budget is not balanced at this time.

Mayor Stile adjourned for a recess at 8:15 p.m.

Mayor Stile called the workshop back to order at 8:23 p.m.

Ms. Barton presented information about Special Revenue Funds, beginning with the Discretionary Fund. She reviewed the changes between the 22/23 and 23/24 fiscal years. She then moved on to the Downtown CRA., explaining revenues and expenditures. Councilmember Rolfson confirmed the City is within the state's range for a reserve for CRA and General Funds. Discussion took place about minimums and maximums for the reserve fund.

Ms. Barton reviewed information on the Northeast CRA Fund. Mr. Sumner would be applying for a grant for the Resource Center and would be presenting information to Council in August. Specifics of the grant were discussed.

TIF had increased.

Ms. Barton presented information on the Building Division Fund. Licensing and permitting were the main sources of revenue, with personnel, operations and inter-fund transfer being the main expenditures.

Ms. Barton presented information on the Fire Assessment Fee Fund. The watercraft could be removed at the next budget meeting.

Ms. Barton reviewed the Cemetery Fund information.

Ms. Barton presented information on the Debt Service Fund, Impact Fee summaries, and the Internal Service Fund, explaining their functions.

Ms. Barton provided information about the Fleet/Warehouse Fund, the Vehicle Replacement Fund, and the Property/Casualty/Workers Compensation Fund.

Self Insurance Fund information was still being put together and would be presented later.

Mayor Stile confirmed no impact fees would be expiring before the associated projects can be completed, and the timeline and funding for the 4th Avenue Dock rebuild.

Ms. Barton would research applying monies from the Vehicle Replacement Fund for the recently purchased gator.

Vice-mayor Crail reported on Jeffrey Mandel's strong recommendation of attorney Lindsay Greene for the investigation of the complaint against the City Manager. The Vice-mayor would have further information at the August 1st City Council Regular Session. Ms. Greene had worked on a prior investigation with the City.

A document had been provided to Council regarding items that may be removed from the budget. The document is attached to the minutes at Exhibit B.

ADJOURNMENT

MOTION BY COUNCILMEMBER WALKER TO ADJOURN; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH UNANIMOUS VOICE VOTE.

There being no further business for discussion, Mayor Stile adjourned the workshop at approximately 8:53 p.m.

CRISSY STILE, MAYOR
City of Mount Dora

JEANANN HAND, CITY CLERK
City of Mount Dora

EXHIBIT A



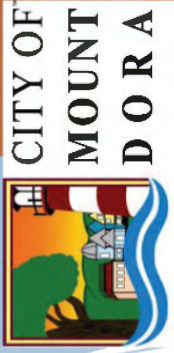
CITY OF
MOUNT
DORA

CITY OF MOUNT DORA, FL

BUDGET WORKSHOP
JULY 24TH, 2023

OVERVIEW

- ▶ Guiding principles
- ▶ Key Drivers in budget process
- ▶ TRIM Notice
- ▶ General Fund Overview
- ▶ Special Revenue Funds Overview
- ▶ Debt Service Fund Overview
- ▶ Impact Fee Funds Overview
- ▶ Internal Service Funds Overview
- ▶ Next steps



FY2022 KEY DRIVERS

- ▶ Salaries & Benefits
- ▶ Health Insurance Claim Costs
- ▶ Uncertain Revenues
- ▶ Inflation - CPI at 3.0% in June
- ▶ Stormwater and Sanitation employees in General Fund
- ▶ Admin. Cost Allocation - in progress



CITY OF
MOUNT
DORA

TRIM NOTICE



AUGUST 16, 2023

**PROPOSED
PROPERTY
TAXES
TRIM NOTICE
F.S. 200.065(2)**



This is a task performed by Lake County Property Appraiser. The TRIM notice will have the maximum millage rate shown for all taxing authorities.



GENERAL FUND

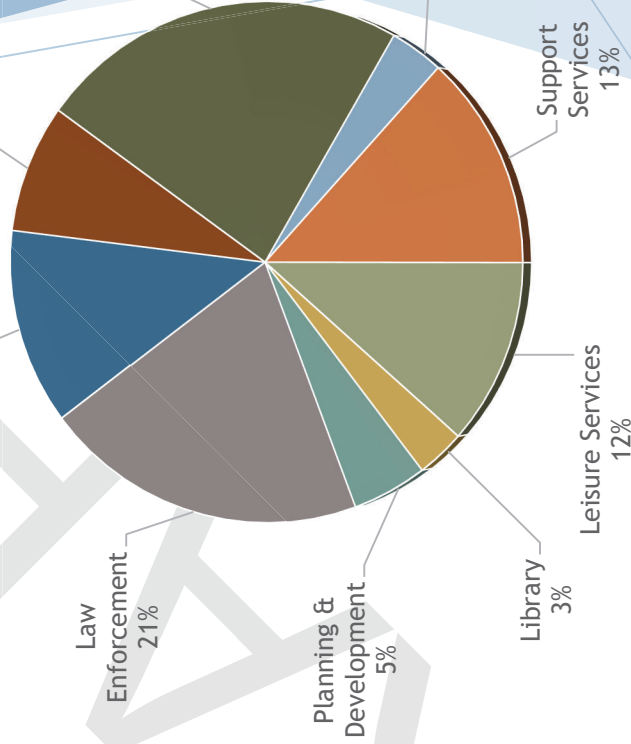
July 24, 2023 City Council Budget Workshop Minutes

GENERAL FUND DIVISIONS



CITY OF
MOUNT
DORA

General Fund Division Expenditures	FY 2023/24 Proposed	% of Total
Legislative & Executive	\$1,034,716	3.37%
Support Services	\$4,097,417	13.33%
Leisure Services	\$3,539,575	11.51%
Library	\$937,286	3.05%
Planning & Development	\$1,445,553	4.70%
Law Enforcement	\$6,270,751	20.40%
Fire Protection	\$3,774,754	12.28%
Public Works	\$2,462,391	8.01%
Other General Government	\$7,183,577	23.36%
Total	\$30,746,020	100%



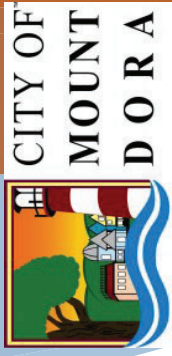
Budget is not balanced at this time -
awaiting State Revenues estimates
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July 24, 2023 City Council Budget Workshop Minutes

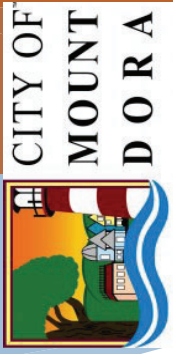
GENERAL FUND

DEPARTMENT COMPARISON OF FY 2022-23 ADOPTED AND FY 2023-24 PROPOSED

General Fund Division Expenditures	FY 2022/23 Adopted	FY 2023/24 Proposed	Variance
Legislative & Executive	\$1,118,194	\$1,034,716	-\$83,478
Support Services	\$3,747,251	\$4,097,417	\$350,166
Library, Simpson Farmhouse & Historic Museum	\$816,955	\$937,286	\$120,331
Leisure Services	\$3,178,954	\$3,539,575	\$360,621
Planning & Development	\$1,277,503	\$1,445,553	\$168,050
Public Works	\$1,975,682	\$2,462,391	\$486,709
Law Enforcement	\$6,183,506	\$6,270,751	\$87,245
Fire Protection	\$3,368,192	\$3,774,754	\$406,562
Other General Government	\$5,110,883	\$7,183,577	\$2,072,694
Total	\$26,777,120	\$30,746,020	\$3,968,900



LEGISLATIVE, EXECUTIVE AND SUPPORT SERVICES EXPENDITURES



Expenditure	FY 2022/23 Adopted	FY 2023/24 Proposed	Variance
Legislation (1010)	\$125,474	\$115,832	-\$9,642
City Manager (1110)	\$371,744	\$397,113	\$25,369
City Clerk (1120)	\$180,383	\$133,166	-\$47,217
PIO (1130)	\$197,343	\$145,355	-\$51,988
City Attorney (1140)	\$243,250	\$243,250	\$0
Finance (1210)	\$1,039,888	\$1,063,058	\$23,170
Customer Service (1220)	\$599,886	\$676,232	\$76,346
Warehouse (1230)	\$220,416	\$218,122	-\$2,294
Human Resources (1240)	\$480,677	\$518,667	\$37,990
Information Technology (1250)	\$1,406,384	\$1,621,338	\$214,954
Total	\$4,865,445	\$5,132,133	\$266,688

LIBRARY, SIMPSON FARMHOUSE & HISTORIC MUSEUM REVENUES & EXPENDITURES



CITY OF
MOUNT
DORA

Revenues	FY 2022/23 Adopted	FY 2023/24 Proposed	Variance
Library, Simpson Farmhouse & Historic Museum	\$273,848	\$322,283	\$48,435
Total	\$623,078	\$1,044,023	\$48,435

Expenditure	FY 2022/23 Adopted	FY 2023/24 Proposed	Variance
Library, Simpson Farmhouse & Historic Museum (1330)	\$816,955	\$937,286	\$120,331
Total	\$816,955	\$937,286	\$120,331

LEISURE SERVICES REVENUES & EXPENDITURES



CITY OF
MOUNT
DORA

Revenues	FY 2022/23 FY 2023/24		Variance
	Adopted	Proposed	
Recreation/Parks (0000)	\$1,020,947	\$1,072,667	\$51,720
Public Art Contribution	\$0	\$100,000	\$100,000
Total	\$1,020,947	\$1,172,667	\$151,720

Expenditure	FY 2022/23 FY 2023/24		Variance
	Adopted	Proposed	
Leisure Services Admin (1310)	\$285,900	\$303,900	\$18,000
Facility Care (1320)	\$374,276	\$396,097	\$21,821
Recreation/Pool (1340)	\$1,521,007	\$1,848,758	\$327,751
Parks/Community Building (1350)	\$997,771	\$990,820	-\$6,951
Total	\$3,178,954	\$3,539,575	\$360,621

PLANNING & DEVELOPMENT REVENUES & EXPENDITURES

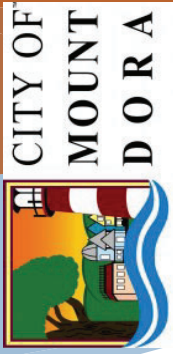


CITY OF
MOUNT
DORA

Revenues	FY 2022/23 Adopted	FY 2023/24 Proposed	Variance
Permits	\$120,000	\$200,000	\$80,000
Developer's Review Fees	\$20,000	\$25,000	\$5,000
Engineering Fees	\$150,000	\$175,000	\$25,000
Code Enforcement Fines	\$10,000	\$10,000	\$0
Total	\$300,000	\$410,000	\$110,000

Expenditure	FY 2021/22 Adopted	FY 2022/23 Proposed	Variance
Planning & Development (1610)	\$945,275	\$1,040,113	\$94,838
Economic Development (1620)	\$332,228	\$405,440	\$73,212
Total	\$1,277,503	\$1,445,553	\$168,050

LAW ENFORCEMENT REVENUES & EXPENDITURES



Revenues	FY 2022/23 Adopted	FY 2023/24 Proposed	Variance
Intergovernmental	\$670,230	\$683,323	\$13,093
Fines & Forfeitures	\$19,737	\$19,737	\$0
Special Details	\$75,000	\$80,000	\$5,000
Other	\$12,000	\$12,000	\$0
Total	\$776,967	\$795,060	\$18,093

Expenditure	FY 2022/23 Adopted	FY 2023/24 Proposed	Variance
Law Enforcement Operations (1710)	\$5,455,706	\$5,959,103	\$503,397
Law Enforcement Communication (1720)	\$633,300	\$205,548	-\$427,752
Code Compliance (1730)	\$94,500	\$106,100	\$11,600
Total	\$6,183,506	\$6,270,751	\$87,245

Internal Loan

Balance as of 9/30/22 \$784,943.47
 Paid up to 6/30/2023 \$100,780.00
 NET \$684,163.47

FIRE PROTECTION – GENERAL REVENUES & EXPENDITURES



CITY OF
MOUNT
DORA

Revenues	FY 2022/23FY 2023/24		Variance
	Adopted	Proposed	
Intergovernmental	\$986,832	\$1,101,812	\$114,980
Total	\$986,832	\$1,101,812	\$114,980

Expenditure	FY 2022/23FY 2023/24		Variance
	Adopted	Proposed	
Fire (1810)	\$3,368,192	\$3,774,754	\$406,562
Total	\$3,368,192	\$3,774,754	\$406,562

PUBLIC WORKS AND OTHER GENERAL GOVERNMENT EXPENDITURES



Public Works

Expenditure	FY 2022/23 Adopted	FY 2023/24 Proposed	Variance
Building Maintenance (1510)	\$697,083	\$669,911	-\$27,172
Road & Street Facilities (1520)	\$1,278,599	\$1,792,480	\$513,881
Total	\$1,975,682	\$2,462,391	\$486,709

Other General Government

Expenditure	FY 2022/23 Adopted	FY 2023/24 Proposed	Variance
Personnel - Projects	\$112,500	\$121,700	\$9,200
Tax Increment	\$1,271,214	\$1,477,903	\$206,689
Grants and Aids	\$49,850	\$49,850	\$0
Other Uses	\$1,453,294	\$650,769	-\$802,525
Capital Outlay	\$310,853	\$629,390	\$318,537
Retiree Contributions	\$199,339	\$257,942	\$58,603
Insurance	\$340,211	\$377,271	\$37,060
Transfer to Debt	\$319,402	\$319,409	\$7
Transfer to Construction	\$1,054,220	\$3,299,343	\$2,245,123
Total	\$5,110,883	\$7,183,577	\$2,072,694

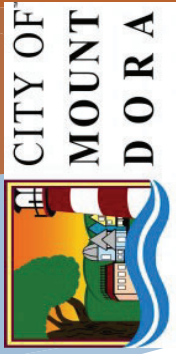
July 24, 2023 City Council Budget Workshop



GENERAL FUND — DEPARTMENT COMPARISON

General Fund Division Expenditures	FY 2022/23 Adopted	FY 2023/24 Proposed	Variance
Legislative & Executive	\$1,118,194	\$1,034,716	-\$83,478
Support Services	\$3,747,251	\$4,097,417	\$350,166
Library, Simpson Farmhouse & Historic Museum	\$816,955	\$937,286	\$120,331
Leisure Services	\$3,178,954	\$3,539,575	\$360,621
Planning & Development	\$1,277,503	\$1,445,553	\$168,050
Public Works	\$1,975,682	\$2,462,391	\$486,709
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Fire Protection	\$3,368,192	\$3,774,754	\$406,562
Other General Government	\$5,110,883	\$7,183,577	\$2,072,694
Total	\$26,777,120	\$30,746,020	\$3,968,900

Budget is not balanced at this time -
awaiting State Revenues estimates
and department's budget cuts



SPECIAL REVENUE FUNDS

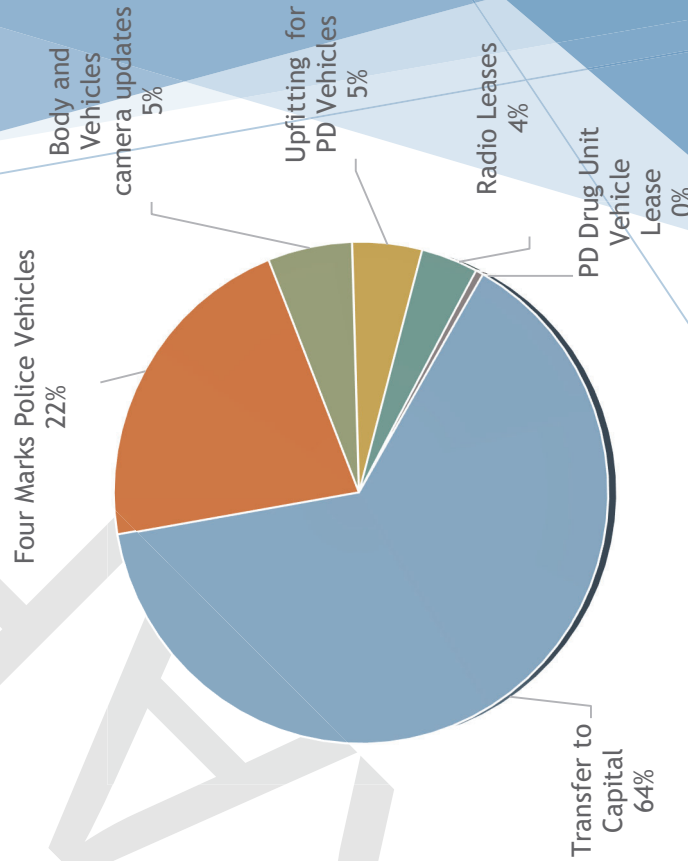
DISCRETIONARY FUND (111) REVENUES & EXPENDITURES



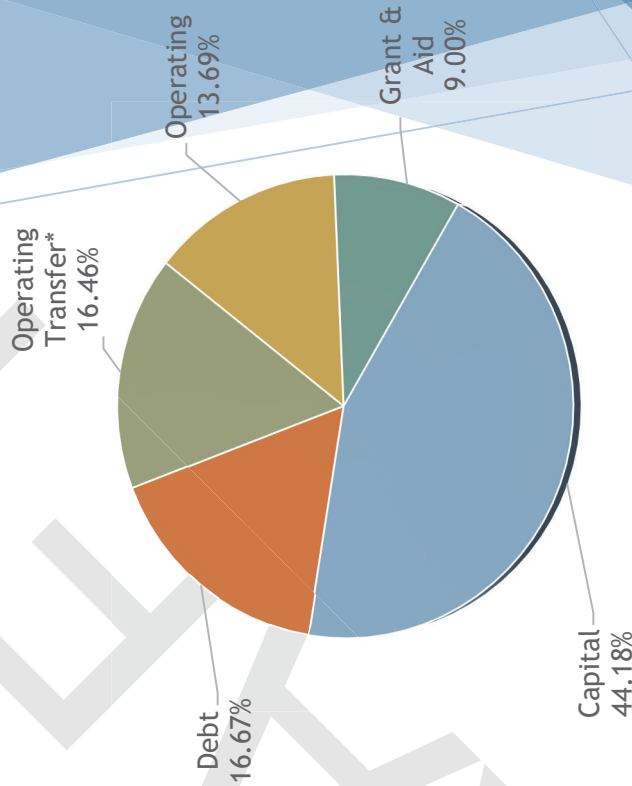
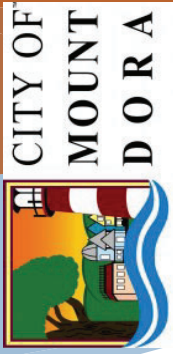
CITY OF
MOUNT
DORA

REVENUES	FY 2023/24 Proposed	% of Total
Sales & Use Tax	\$1,775,821	100.00%
Total	\$1,775,821	100%

EXPENDITURE	FY 2022/23 Proposed	% of Total
Transfer to Capital	\$1,135,000	63.91%
Four Marks Police Vehicles	\$386,565	21.77%
Body and Vehicles camera updates	\$98,319	5.54%
Unfitting for PD Vehicles	\$81,040	4.56%
Radio Leases	\$66,000	3.72%
PD Drug Unit Vehicle Lease	\$8,897	0.50%
Total	\$1,775,821	100%



COMMUNITY REDEVELOPMENT AGENCY FUND (117) REVENUES & EXPENDITURES



REVENUES	FY 2023/24 Proposed	% of Total
Intergovernmental	\$1,727,660	69.11%
Fund Balance/Reserves	\$772,133	30.89%
Total	\$2,499,793	100%

EXPENDITURE	FY 2023/24 Proposed	% of Total
Capital	\$1,104,400	44.18%
Debt	\$416,739	16.67%
Operating Transfer*	\$411,528	16.46%
Operating	\$342,126	13.69%
Grant & Aid	\$225,000	9.00%
Total	\$2,499,793	100%

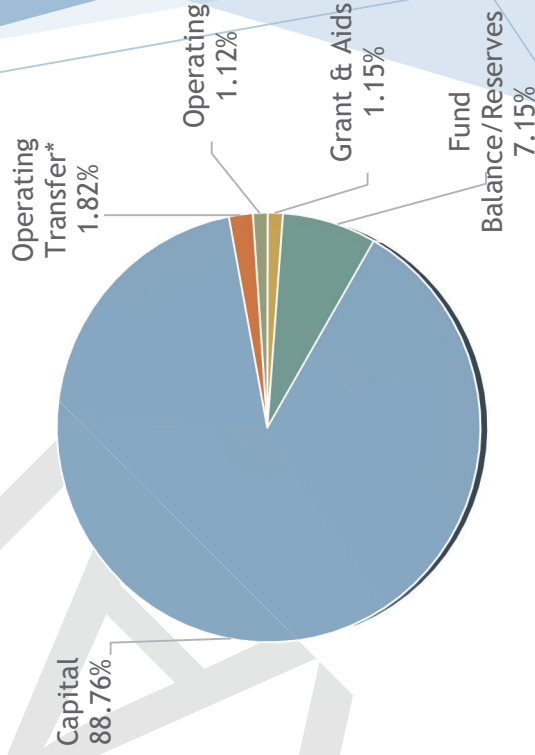
* Cost allocation, Insurance, CRA management - overhead

NORTHEAST COMMUNITY REDEVELOPMENT AGENCY FUND (118) REVENUES & EXPENDITURES



CITY OF
MOUNT
DORA

	FY 2023/24 Proposed	% of Total
REVENUES		
Debt Proceeds	\$13,000,000	85.60%
Grant	\$1,000,000	6.58%
Intergovernmental	\$1,187,469	7.82%
Total	\$15,187,469	100%



	FY 2023/24 Proposed	% of Total
EXPENDITURE		
Capital	\$13,480,000	88.76%
Operating Transfer*	\$276,619	1.82%
Operating	\$169,675	1.12%
Grant & Aids	\$175,000	1.15%
Fund Balance/Reserves	\$1,086,175	7.15%
Total	\$15,187,469	100%

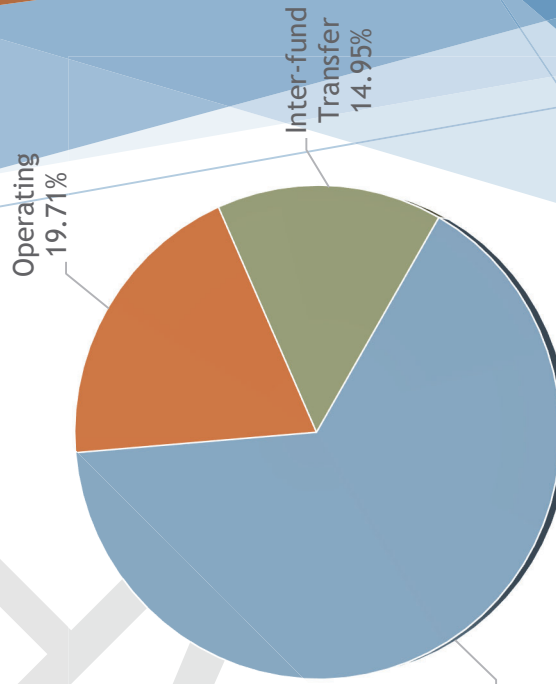
* Cost allocation, Insurance, CRA management - overhead

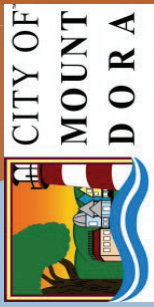
BUILDING DIVISION FUND (123) REVENUES & EXPENDITURES



REVENUES	FY 2023/24 Proposed	% of Total
Licenses & Permits	1,200,000	60.53%
Charges for Services	99,545	5.02%
Fund Balance/Reserves	682,929	34.45%
Total	\$1,982,474	100%

EXPENDITURE	FY 2023/24 Proposed	% of Total
Personnel	1,295,300	65.34%
Operating	390,759	19.71%
Inter-fund Transfer	296,415	14.95%
Total	\$1,982,474	100%



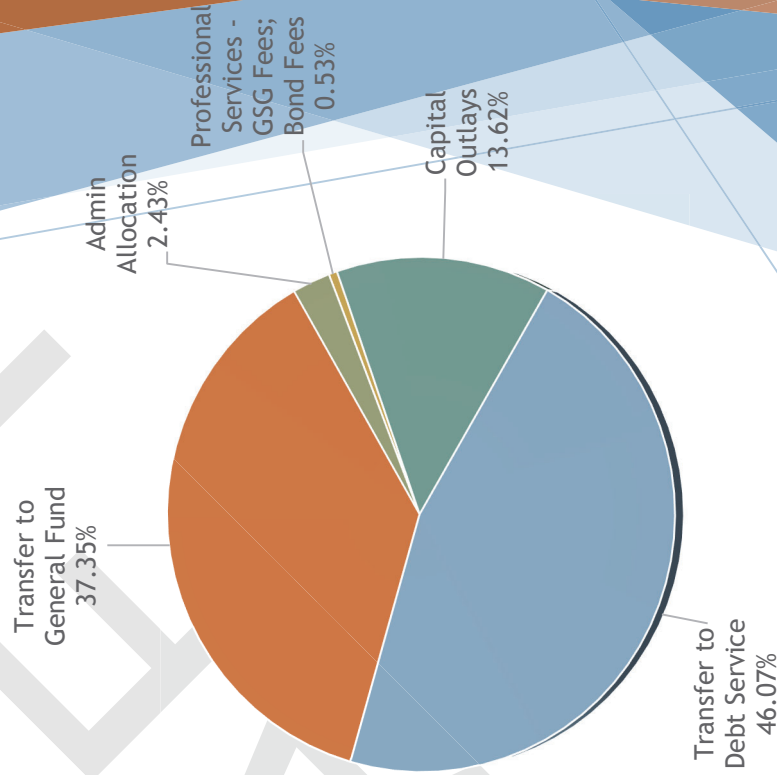


FIRE ASSESSMENT FEE FUND (131) REVENUES & EXPENDITURES

Fire Assessment fee is currently \$209 per residential unit.

	FY 2023/24 Proposed	% of Total
REVENUES		
Fire Assessment Fee	2,054,593	100.00%
Total	\$2,054,593	100.00%

	FY 2023/24 Proposed	% of Total
EXPENDITURE		
Transfer to Debt Service	946,463	46.07%
Transfer to General Fund	767,430	37.35%
Admin Allocation	50,000	2.43%
Professional Services - GSG Fees; Bond Fees	10,950	0.53%
Capital Outlays	279,750	13.62%
Total	\$2,054,593	100.00%



CEMETERY (150)

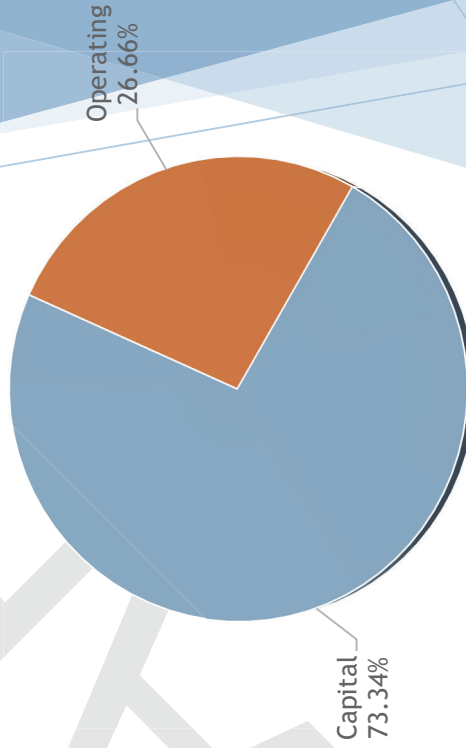
REVENUES & EXPENDITURES

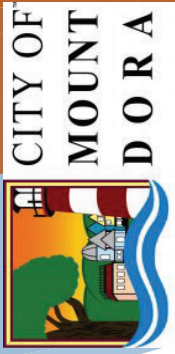


CITY OF
MOUNT
DORA

REVENUES	FY 2022/23 Proposed	% of Total
Fees	\$80,000	61.44%
Fund Balance/Reserves	\$50,210	38.56%
Total	\$130,210	61%

EXPENDITURE	FY 2022/23 Proposed	% of Total
Capital	\$95,500	73.34%
Operating	\$34,710	26.66%
Total	\$130,210	100.00%

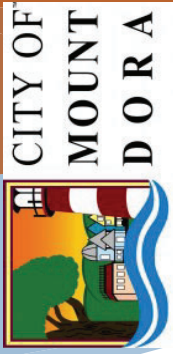




DEBT SERVICE FUND

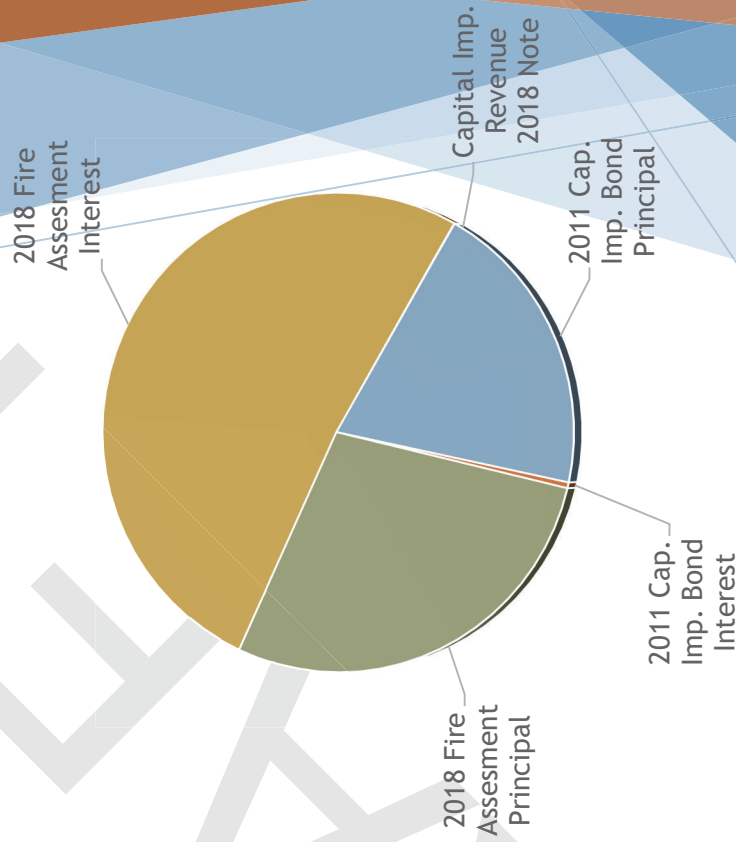
DEBT SERVICE FUND (200)

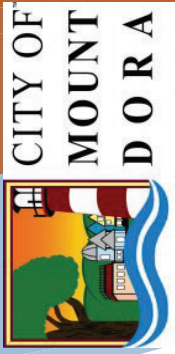
REVENUES & EXPENDITURES



REVENUES	FY 2023/24 Proposed	% of Total
From General Fund (001)	\$319,409	20.39%
From Fire Impact Fee (125)	\$300,000	19.15%
From Fire Assessment (131)	\$946,463	60.42%
Investment Income	\$500	0.03%
Total	\$1,566,372	100%

EXPENDITURE	FY 2023/24 Proposed	% of Total
2011 Cap. Imp. Bond Principal	\$313,300	20.00%
2011 Cap. Imp. Bond Interest	\$6,109	0.39%
2018 Fire Assessment Principal	\$440,000	28.09%
2018 Fire Assessment Interest	\$806,463	51.49%
Capital Imp. Revenue 2018 Note	\$500	0.03%
Total	\$1,566,372	100.00%





IMPACT FEES

IMPACT FEES SUMMARY

REVENUES & EXPENDITURES

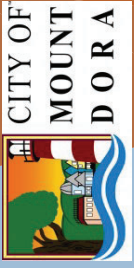


CITY OF
MOUNT
DORA

REVENUES	FY 2023/24 Proposed	% of Total
Police Impact (124)	\$157,539	10.08%
Fire (125)	\$330,000	21.12%
Library (126)	\$373,416	23.90%
Park (127)	\$701,436	44.90%
Total	\$1,562,391	100%

EXPENDITURE	FY 2023/24 Proposed	% of Total
Police Impact (124)	\$157,539	10.08%
Debt Service	\$157,539	100.00%
Fire (125)	\$330,000	21.12%
Debt Service	\$300,000	90.91%
Capital Outlay - Rescue Watercraft	\$30,000	9.09%
Library (126)	\$373,416	23.90%
To General Capital	\$65,000	17.41%
Library Collection	\$93,000	24.91%
Fund Balance / Reserves	\$215,416	57.69%
Park (127)	\$701,436	44.90%
To General Capital	\$200,000	28.51%
Fund Balance / Reserves	\$501,436	71.49%
Total	\$1,562,391	100%

July 24, 2023 City Council Budget Workshop Minutes



INTERNAL SERVICE FUNDS

INTERNAL SERVICE FUNDS

EXPLAINED



28

Page 33 of 39

Used to improve financial management of government resources

Ordinance or legislative action authorized; establishment should specify the source of financial resources for operations

Vehicle replacement fund, self insurance fund, property and casualty insurance fund and a newly created Fleet/Warehouse fund

July 24, 2023 City Council Budget Workshop Minutes

500 FLEET / WAREHOUSE

*This fund is used to track and manage Public Works
Complex Project*

REVENUES	FY 2023/24 Proposed	% of Total
Interfund Transfers	\$696,019	100.00%
Total	\$696,019	100%

EXPENDITURE	FY 2023/24 Proposed	% of Total
Debt Service	\$696,019	100.00%
Total	\$696,019	100%

501 VEHICLE REPLACEMENT FUND

This fund is used to set aside funds for future vehicle replacement

001 General Fund

- Annually General Fund contributes into this fund \$257,617

123 Building Division

- Restricted amount of \$400,000 for future vehicle replacement

Fund Balance is \$1,645,577
as of 9/30/2022



515 PROPERTY / CASUALTY / WORKERS COMPENSATION FUND



This fund assumes 15% increase from Prior Year

EXPENDITURE	FY 2023/24 Proposed	% of Total
Property	\$435,913	43.84%
Workers Compensation Insurance	\$200,000	20.12%
Public Officials	\$108,589	10.92%
General Liability	\$100,167	10.07%
Automobile Insurance	\$96,492	9.70%
Law Enforcement Liability	\$46,093	4.64%
Inland Marine	\$6,002	0.60%
Crime	\$999	0.10%
Total	\$994,255	100%

NEXT STEPS

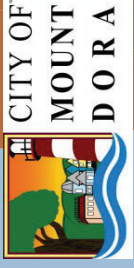
▲ Budget Workshops

- Final Budget Workshop - August 28th - 6:00 pm

▲ Trim Notice - August 16th 2023

▲ Public Hearings

- Fire Assessment September 7th - 6:00 pm
- 1st Thursday September 7th - 6:00 pm (Adopt Tentative Millage and Budget)
- 2nd Thursday September 21th - 6:00 pm (Adopt Final Millage and Budget)





QUESTIONS

?

CITY OF MOUNT DORA, FLORIDA
CAPITAL OUTLAYCITY OF
MOUNT
DORA

Project Name	Proposed 2023-24	Dept.	
001 - General Fund	\$ 763,982	Dept.	CM Recommendation
Palm Island/Gilbert Park Utility Shed	7,200	Parks	Remove
Gator Utility Vehicle	14,550	Parks	Remove
8 passenger Golf Cart	23,300	Parks	Remove
Lighting Console for Mount Dora Music Hall	12,300	Recreation	
12 AEDs	17,700	PD	
8 Ballistic Shields	53,798	PD	Remove
30 Mini Deployment kits	17,221	PD	Remove
15 Body Cameras	26,025	PD	
Utility Vehicle Gator	20,199	PD	Remove
Camera System for Interview room	9,426	PD	
Online Trainign and Inventory System	5,173	PD	
8 Vehicle radas and 2 Motocycle radars	26,866	PD	Change to 4
Reduction Software for Video	7,245	PD	
3 handguns for SWAT	7,797	PD	Remove
45 New Tasers	205,236	PD	
Thermal Riflescope	8,239	PD	Remove
2 Large Message Boards	47,310	PD	Change to 1
Telescopic Boom Lift	164,397	PW	
2 Hybrid Small Pick-up trucks as spares	90,000	Warehouse	
111 - Discretionary	\$ 565,924		
5 Marked Hybrid Patrol Vehicles	386,565	PD	
Ufitting for Vehicles	81,040	PD	
Body & Vehicle Camera Upgrades	98,319	PD	
126 - Library Impact Fund	\$ 93,000		
Library Collections	93,000	Library	
131 - Fire Assessment Fund	\$ 169,000		
2 Lifepak Heart Monitor	25,000	Fire	Change one heart monitor in order to keep the Mule
Kawasaki Mule with skid unit for backboard, hose, & water tank.	24,000	Fire	
PPE & Bunker Gear	75,000	Fire	
Firehouse Innnovations Forcible Entry Training Prop	15,000	Fire	
Kawasaki Jet Ski with trailer	30,000	Fire	Remove
150 - Cemetery	\$ 25,050		
Mower - 52" Toro Zmaster 4000 Model # 74002 with Mulch Kit	10,500	Cemetery	
John Deere Gator Utility Vehicle replacement	14,550	Cemetery	Remove
410 - Electric	\$ 150,000		
Rear-Lot Machine with an Altec BD41	150,000	Electric	
421 - Water/Wastewater	\$ 401,000		
TV Truck Retrofit - Camera Truck	159,000	Water/Wastewater	
Mini Excavator	64,000	Water/Wastewater	
Ford F150 XLT Crew Cab 4x4	51,000	Water/Wastewater	
Ford F250 XL Super Duty Super Cab 4x4x2B	70,000	Water/Wastewater	
350 Dumpbed Single Cab 4x4 Diesel	57,000	Water/Wastewater	
440 - Stormwater	\$ 210,000		
Street Sweeper - small	210,000	Stormwater	
TOTAL USES	\$ 2,208,956		



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

DATE: August 15, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request approval of First Reading of **Ordinance No. 2023-11**, Land Development Code Amendment

Introduction:

This is a request for City Council to approve first reading of Ordinance No. 2023-11 and hold hearing for second reading and adoption.

Call Up Item

Mayor Asks Attorney to Read Ordinance by Title Only

City Manager Background

Public Hearing

Discussion

Council Action

Discussion:

City staff have compiled multiple revisions to the Land Development Code (LDC). The Development Review Committee members routinely track new trends and any code sections that need updating. The proposed LDC changes are required in order to provide code clarifications and consistency. The previous code update cycles for wholesale changes were in 2020 (sign code and the Wolf Branch Innovation Zoning Districts) and 2021 (murals and building height). The model home ordinance was the most recent amendment (Ordinance No. 2023-10). The sequence of events leading to the presentation to City Council are as follows:

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on May 17, 2023, conducted a work session to review various standards and regulations that should be changed or modified in the City's Land Development Code. Then at their regularly scheduled meeting held on June 21, 2023, the PZC took no formal action and requested additional code research on a couple of code items and presented these revisions at the July 19, 2023, PZC meeting: 1) Staff to review infill residential lots conversions for established neighborhoods with the potential of a re-built or conversion to a large, opulent or ostentatious house (out of character of the existing homes in the neighborhood); and strengthen PUD justification statements for zoning performance standards.

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on July 19, 2023, recommended approval of the LDC Amendments as contained in the draft Ordinance No. 2023-11 with two minor edits: 1) Revise Sub-Section 3.4.2(5.d) under the new "Contextual Setback" criteria from two home to four home; and 2) under the new PUD Sub-Section 3.4.5(7) "Special Provisions" remove the word "substantial" variations. These changes have been made to the proposed Ordinance No. 2023-11.

A summary table of the revisions is listed in Attachment #1 (PZC July 19th, 2023 Staff Report).

Budget Impact:

Codification by the Municipal Code Corporation and legal notices for LDC Amendment costs are estimated at \$6,000.

Strategic Impact:

GOAL 1: Economic Development

Recommendation:

City Council to approve First Reading of Ordinance No. 2023-11 and hold a hearing for second reading and adoption.

Attachment(s):

1. Attachment 1 PZC 7-19-2023 Staff Report
2. Ordinance 2023-11 LDC Update 20230710.SGS

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 8/8/2023

Approved - 8/9/2023

Final Approval - 8/9/2023



CITY OF MOUNT DORA

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
plandev@cityofmoundora.com

DATE: July 19, 2023

TO: Planning and Zoning Commission

FROM: Development Review Committee
Michele Janiszewski, AICP, Senior Planner

RE: Land Development Code Amendments

Recommendation:

Staff recommends approval of the attached Ordinance which amends the Land Development Code in multiple sections.

Background:

On June 14, 2023, the Planning and Zoning Commission (PZC) met and reviewed the draft ordinance amending multiple sections of the Land Development Code (LDC). Staff incorporated the feedback received by the PZC into the revised, attached ordinance. A summary of the revisions is provided below; sections which are underlined indicate they were modified after the June PZC meeting.

Code Section	Summary
1.4	Allows PUDs within the Mixed-Use Transitional Land Use Category; amends the definition of floor-area-ratio to exclude residential dwellings in the calculation; corrects the definition of gross and net acres; and deletes verbiage about the conservation land use category (still applicable).
<u>3.4.2 (5)</u>	<u>Establishes a contextual setback within the single-family zoning districts for new dwelling units and additions by averaging the front yard setback of the four abutting properties.</u>
3.4.3	Reduces the side setback for duplexes within the R-2 zoning district from 25 feet to 15 feet.
<u>3.4.5</u>	Clarifies that PUD are not granted by right. <u>Section was revised to state that PUDs may be rejected or denied 'for any reason including substantial variations to existing development standards such as, but not limited to, building height, floor-area ratio, landscaping requirements, etc.'</u>
<u>3.5.1</u>	Updates language pertaining to average setbacks for residential dwelling units. <u>Updated to require adherence to the wetland setbacks.</u>
3.5.8	<u>Allows a greater fence height for single-family and duplex lots abutting multi-family developments. Reworded to make the setback clear for double frontage lots and breaks the section down into three subsections.</u>

ATTACHMENT #1

3.5.12	Updates the code criteria for Home Occupations to match Florida Statutes.
<u>3.5.16</u>	<u>Organizes the regulations relating to the storage of boats, recreational vehicles and utility trailers and prohibits the occupation of a recreational vehicle outside of the MHP zoning district.</u>
3.5.17	Deletes the requirement that Bed & Breakfast establishments obtain a new conditional use permit when the property changes ownership.
3.5.29	Updates the Sidewalk Café provisions to require the business to pressure wash the area on a regular basis.
<u>3.5.30</u>	<u>New section which allows backyard chickens in residential zoning districts with conditions. Stated in the restrictions that roosters are prohibited. Clarified that the setbacks are from the property lines.</u>
3.5.4	Allows accessory structures to be 25 feet or as high as the dwelling unit, whichever is greater.
3.5.5	Establishes criteria for eaves and overhangs which encroach into the setback.
3.4.16	Clarifies the process for rezoning applications for the Mixed Use zoning districts.
<u>6.2.13</u>	<u>Establishes a Lot Grading section which requires impervious surfaces to maintain a three (3) foot setback from the side and rear property lines. Includes provisions limiting the elevation change in topography to ten (10) feet for residential developments or fifteen (15) feet for commercial developments with the exception of roads, utilities, and stormwater ponds with approval of the City Manager or designee. All other requests for waivers to this section shall be granted by the Planning and Zoning Commission at their sole discretion.</u>
6.2.11	Clarifies the information needed on construction plans.
<u>6.3.15</u>	<u>Codifies regulations and process for naming streets. Numbering adjusted.</u>
6.3.17	Modifies criteria asphalt improvements.
6.3.21	Establishes criteria for turn lanes.
6.6.1	Amends the impervious surface chart to eliminate prior zoning districts (M1 and M2) and include zoning districts WP-1 and WP-2.
6.6.7	Corrects scrivener's error pertaining to tree mitigation calculation
6.7.5	Clarifies the height of temporary signs.
Chapter VIII	Amends the definition of residential density to reference net acres; defines net acres; and defines flood-prone area.

ORDINANCE NO: 2023-11

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CITY OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER I, OVERVIEW, CHAPTER III, ZONING REGULATIONS, CHAPTER VI, DESIGN STANDARDS AND CHAPTER VIII, DEFINITIONS; 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.

WHEREAS, Florida Statutes, Chapter 166, confers upon a local government, the authority to adopt regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, pursuant to its home rule powers, the City of Mount Dora may regulate land use matters and design standards within the City limits through the adoption of Land Development regulations; and

WHEREAS, from time to time the City of Mount Dora provides updates and amendments to its Land Development regulations; and

WHEREAS, the City finds that the amendments to its Land Development Code, as set forth herein, are consistent with all applicable policies of the City of Mount Dora Comprehensive Plan; and

WHEREAS, the City has determined that the amendments to its Land Development Code, as set forth herein, advance a legitimate public purpose and promote and protect the health, safety and welfare of the citizens of the City of Mount Dora.

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

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDMENTS TO CITY OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER 1, OVERVIEW, CHAPTER III, ZONING REGULATIONS, CHAPTER VI, DESIGN STANDARDS, AND CHAPTER VIII,

DEFINITIONS. The City of Mount Dora Land Development Code Chapter 1, Overview, Chapter III, Zoning Regulations, Chapter VI, Design Standards, and Chapter VIII, Definitions, is hereby revised and amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ constitutes deletions from existing text and asterisks (***) indicate omitted parts which are intended to remain unchanged.

CHAPTER I. – OVERVIEW

Section 1.4. Land use category and zoning district compatibility.

All development must be consistent with the city's comprehensive plan which establishes the basis and general guidelines for guiding and regulating land uses. The future land use map of the comprehensive plan should be reviewed to determine if the land use shown would allow the type of development contemplated. The land use categories and zoning districts permitted in each are as follows:

Land Use Category	Permitted Zoning Districts

Mixed Use Traditional (Maximum FAR 3.00. Minimum Density 6.0 dwelling units per acre. Maximum Density 35 dwelling units per acre)	MU-1, C-3, <u>PUD</u>
Mixed Use Downtown (Maximum FAR 3.00. Minimum Density 6.0 dwelling units per acre. Maximum Density 35 dwelling units per acre)	MU-2, C-2
Notes:	
• Floor Area Ratio (FAR) is defined as the total floor area of a building or buildings on a parcel, <u>excluding dwelling units</u>, divided by the gross area of the parcel. • The gross net area of a parcel shall be defined as the full area of a parcel minus any areas within natural bodies of water, wetlands, and floodplains. • The maximum development potential for a parcel shall be calculated using <u>the net gross</u> area. Within land uses that allow both residential and non-residential uses, maximum density shall be calculated in addition to the maximum intensity.	

~~The proposed development must either be consistent with the land use designation or an application must be filed to amend the comprehensive plan. This may be done concurrent with an application to rezone.~~

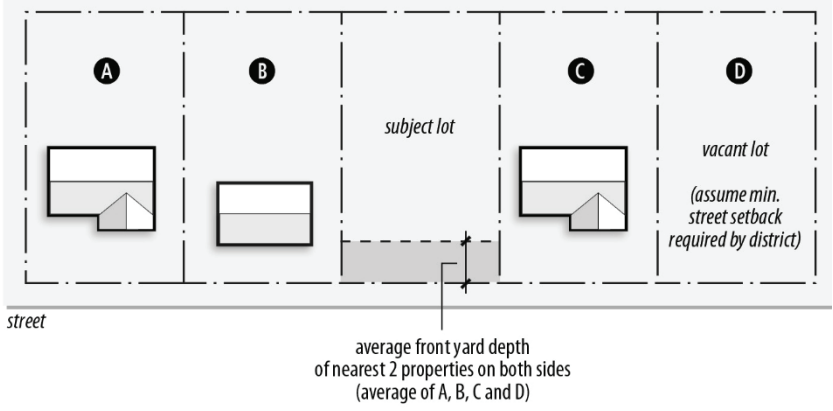
~~Areas designated as "conservation" were mapped based on the best information available at the time of preparation of the comprehensive plan. If information is presented to, and accepted by, the city showing that an area is improperly mapped, then the adjacent land use designation shall apply.~~

CHAPTER III. - ZONING REGULATIONS

Section 3.4.2. *R-1AAAA, R-1AAA, R-1AA, R-1A, R-1, R-1B, Single-Family Residential Districts:*

5. Site Development standards:

		R-1AAAA	R-1AAA	R-1AA	R-1A	R-I	R-1B
a.	Minimum lot size (sq. ft.)	43,560	15,000	12,500	10,000	7,500	5,500
b.	Minimum lot width at building line (ft.)	150	100	90	90	75	75
c.	Minimum street front (ft.)	50	25	25	25	25	25
d.	Minimum setbacks (ft.) - Note*:						
	Front yard	50	25	25	25	25	20
	Side yard	20	15	12	10	7	7
	Rear yard	50	30	30	25	20	20
	From any street	50	25	25	25	25	20
	<u>Contextual Setback</u>	<u>The front yard setback for additions to existing dwelling units or construction of new dwelling units shall be established by averaging the front yard depths of the adjacent two homes on each side of the subject property located on the same side of street. If one or more of the lots required to be included in the averaging calculation is vacant, that vacant lot will be deemed to have a street yard depth equal to the minimum requirement of the zoning district. The front setback shall be measured to the front vertical wall of the home.</u> <u>When the block has no existing development to serve as the reference for the required setback, the front yard setback shall be twenty-five (25) feet.</u>					

		R-1AAAA	R-1AAA	R-1AA	R-1A	R-I	R-1B
							
	Park and recreation facilities setbacks:	All 25 feet					
e.	Maximum building height (ft.)	35	35	35	35	35	35
	Within 100 ft. of Lake Dora	25	25	25	25	25	25
f.	Minimum dwelling size (sq. ft.)	1,600	1,600	1,500	1,300	1,200	800
g.	Parking Minimum Spaces:	2	2	2	2	2	2
	Minimum Garage Type:	2-Car	2-Car	2-Car	1-Car	1-Car	1-Car
	(See section 6.5 for other requirements)						
h.	Landscaping and buffers	See section 6.6					
i.	Signs	See section 6.7					
j.	Access	See subsection 6.3.7					

*Note: Also, see section 3.5.1 for minimum setback averaging in certain cases.

Section 3.4.3 R-2 Duplex (one- and two-family) Residential District:

5. Site development standards:

		Single-Family Dwelling	Duplex

d.	Minimum building setback (ft.) - Note*:		
	Front yard	20	20
	Side yard	7	7
	Rear yard	20	20
	From any street	15	25 15

Section 3.4.5 PUD Planned Unit Development District:

7. Special Provisions: The Planning and Zoning Commission and City Council may deny the Planned Unit Development application or return the PUD to the applicant for revisions. Planned Unit Developments are not guaranteed or a given by right. Consideration of a PUD is at the sole discretion of the City and may be rejected or denied for any reason including substantial variations to existing development standards such as, but not limited to, building height, floor-area ratio, landscaping requirements, etc.

Section 3.5. - Supplemental regulations.

Section 3.5.1 Setback relief for single-family residential dwellings: The front, street (corner), rear and side yard setback requirements of this code for single-family residential dwellings ~~shall not apply~~ may be reduced on any lot where the average setback of existing buildings located within 200 feet surrounding the property lines is less than the code requirements. In such cases, the setback on such lot may be less than the required setback but not less than the average of the setbacks of the aforementioned existing buildings. Documentation and evidence of the averaging setback within the prescribed area shall be provided by professional surveyor. In no case shall the reduced setback be less than five (5) feet from the property lines; encroach into the wetland setback; or create a public safety hazard by obstructing vehicular visibility or other means.

Section 3.5.8. Fence requirements.

2. Height of fences. ~~Fences in single-family and duplex residential zoning districts shall be limited to six feet in height in the rear yard, side yard and street side yard. No fence installed at a height of six feet along street side yards shall be located closer to the street side yard property line of the lot, parcel, or piece of land upon~~

~~which the fence is located, than the distance required by the zoning regulations of the city for side yards in the zone in which the property is located. Fences may be installed in the front yard not to exceed four feet in height. Further, fences four feet or greater in height cannot be installed within the street side yard setback of the zoning district.~~

- a. Fences in single-family and duplex residential zoning districts shall be limited to six feet in height in the rear yard, side yard and street side yard and four feet in the front yard. Fences four feet or greater in height cannot be installed within the street side yard setback as established by the zoning district.
- b. Where an existing single-family or duplex residential dwelling is located adjacent to existing multi-family structure the side and rear fence height shall be limited to 8 feet in lieu of the 6 feet fence height listed above.
- c. In all other commercial, WBI-E, WBI-G and PLI zoning districts, the fences shall be limited to eight feet in height along the side and rear property line and four feet in front yards.

Section 3.5.12. *Home occupations.* ~~Home occupations shall be allowed only when there is no appearance of commercial activity. No signs shall be permitted. Pickup and delivery, vehicular and pedestrian traffic should not exceed normal traffic to and from other residences in the neighborhood. No adverse noise, light or dirt impacts will be allowed. All equipment used in the business must be stored in an enclosed structure. For contractors and handymen, no materials may be stored on site. If it is determined by the development review coordinator that the above criteria are met, the home occupation license shall be granted. If, in the opinion of the development review coordinator, the subject home occupation does not meet one of these requirements the home occupation shall be denied. Home occupations are permitted as a secondary use to a residential dwelling, shall maintain a business tax receipt and shall operate in accordance with Federal law, Florida law and any City code requirements related to parking, signage, equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors or with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids.~~

Section 3.5.16. *Boats, recreational vehicles and utility trailers.* Boats, recreational vehicles and utility trailers may be stored within all zoning districts subject to the following conditions:

1. The storing of boats, recreational vehicles and utility trailers is an accessory use and not permitted on vacant lots.
2. Boats, recreational vehicles and utility trailers shall not be permitted in front yards and shall not be permitted in side yards if the length of the boat, RV, utility trailer and/or motor home exceeds 25 feet in overall length.
3. In the case of corner lots, boats, recreation vehicles and utility trailers, over 25 feet may be stored in the side yards provided that the yard is enclosed by a six-foot privacy fence.

4. Recreational vehicles shall not be occupied as a residence permanently or temporarily in any zoning district except for the MHP zoning district.
5. (See rRefer to Section 82.230 42-34 of the Code of Ordinances for additional requirements pertaining to truck and trailer parking and operation additional requirements) and Section 42-35 of the Code of Ordinances for additional requirements pertaining to vehicular parking in residential districts.

Section 3.5.17. *Bed and breakfast establishments existing prior to the adoption of Ordinance No. 2020-03.* A bed and breakfast establishment which existed with a conditional use approval prior to the adoption of Ordinance No. 2020-03 shall be considered a legal non-conforming use subject to the provisions of City of Mount Dora Land Development Code, chapter III, section 3.5.7, except for section 3.5.7.1.e. ~~A change in ownership of the property upon which any such legal non-conforming bed and breakfast establishment is located shall require a new conditional use approval subject to the existing code requirements at the time of application. Such new conditional use approval must be secured within 90 days of the date of change in ownership.~~

Section 3.5.29 Sidewalk Café.

6. *Standards and criteria.*

- g. The adjacent sidewalk shall be pressure washed with a commercial-grade pressure washer at least quarterly. The permittee must maintain records of each pressure washing and must provide these records to the City upon request. Satisfying this requirement does not absolve the permittee from otherwise keeping the sidewalk café area, the adjacent sidewalk clear path, and the adjacent sidewalk café area in a clean and safe condition at all times.

Section 3.5.30 Backyard Chickens: Chickens, other than Roosters, shall be allowed for personal use as an accessory use associated with existing single-family or duplex residential dwellings within the GB, R-1AAAA, R-1AAA, R-1AA, R-1A, R-1, R-1B, R-2, and R-3 Zoning Districts subject to the following requirements:

1. Any person keeping, harboring, raising or maintaining chickens as an accessory to an occupied dwelling unit shall be subject to the following restrictions:
 - a. Chickens are prohibited on vacant lots. The lot or parcel must be developed with a residential dwelling;
 - b. No more than five (5) chickens may be kept;
 - c. Roosters are prohibited;

- d. Slaughtering of chickens is prohibited;
- e. Chickens must be secured within the chicken coop or fenced enclosure at all times;
- f. All feed and other items associated with the keeping of chickens that are likely to attract or to become infested with rodents or other pests shall be kept in a rodent and pest-proof container;
- g. No manure shall be allowed to accumulate on the floor of the coop or ground. A fly-tight bin for storage of manure shall be utilized; the size shall be sufficient to contain all accumulations of manure. The fly-tight bin shall be kept at least twenty (20) feet away from all property lines; and
- h. Composting of chicken manure shall be allowed in an enclosed bin. The composting bin shall be kept at least twenty (20) feet away from all property lines.
- 2. Chicken coop or fenced enclosure used to house chickens. Any chicken coop or fenced enclosure used to house chickens shall:
 - a. Not be located in the front or side yards; and
 - b. Be set back a minimum of twenty (20) feet from all property lines.

Section 3.5.4 *Accessory buildings/structures and uses in residential district.*

- 6. Height limit. No accessory structure shall exceed a height of 25 feet or the height of the dwelling unit, whichever is greater-and-one-story.

Section 3.5.5. *Yards.*

- 1. Every part of a required yard shall be open from its lowest point to the sky, unobstructed, except that an overhang or eaves may project into the required yard five (5) feet or half the width of the established setback, whichever is less.

Section 3.4.16 MU-1 Mixed Use Traditional and MU-2 Mixed Use Downtown Districts:

- 16. *Process and application requirement*, the applicant for mixed use development shall in addition provide the following information:

- a. Mixed use master plans, when required, shall follow the same PUD application, submittal requirements, and approvals procedures of this code: Preliminary mixed use master plan, final mixed use master plan, and final site plan and plat (these steps may be combined). Establishment and assignment of the Mixed Use Traditional (MU-1) and Mixed Use Downtown (MU-2) shall following the normal rezoning application process of this code and include a concept master plan outlining the development plan, uses, and performance standards as shall serve as the development master plan for the proposed mixed-use project.

CHAPTER VI. - DESIGN STANDARDS

Section 6.2.13. Lot Grading. Lot Grading is the movement, extraction and/or placement of soils within the limits of an individual residential lot or parcel boundary.

1. Lot Grading shall not adversely affect surrounding or downstream wetlands, floodplains or neighboring property. Runoff directed to drainage easements shall not be considered an adverse impact. The volume, rate and quality of stormwater runoff shall be consistent with conditions prior to the lot grading, or consistent with approved site or lot grading plans.
2. It is the intent of this Section to minimize alterations of the natural topography of land within the City of Mount Dora. Elevation changes in topography shall not exceed ten (10) feet for residential developments or fifteen (15) feet for commercial developments. Any development proposed for a Site Shall be appropriate to the existing natural topographical characteristics of the Site, while recognizing that minimal grade changes are essential to Site development. The exception to this rule will be for roads, utilities, and stormwater ponds with approval of the City Manager or designee. All other requests for waivers to this section shall be granted by the Planning and Zoning Commission at their sole discretion.
3. Lot Grading Requirements in subdivisions where a Mass Grading Plan was approved.
 - a. In a subdivision where a mass grading plan was approved by the City in connection with the approval of a subdivision plat, any lot grading which occurs on a lot shall be consistent with the mass grading plan. Building permit shall include information about the grading plans on the individual lot to ensure that the lot grading is consistent with the mass grading plan.
 - b. Should an individual lot owner wish to conduct lot grading which is inconsistent with the mass grading plan for the subdivision, prior to the lot grading taking place a lot grading plan shall be required to be submitted and approved by the City.
4. Impervious surfaces may encroach into the established yard setback, provided a minimum three (3) foot setback is maintained on the property lines and the impervious surfaces do not adversely impact a drainage easement. Driveways are exempt from this requirement.

5. Additional impervious surface may intrude into the three (3) foot side or rear setback under the following circumstances:
- Impervious surface is installed in no more than two (2) areas with a maximum size of four (4) feet by four (4) feet each, for the purpose of supporting mechanical equipment, pool equipment, electric generators, step-off pads and other similar uses; or
 - A detailed plan is submitted by the owner or applicant demonstrating that stormwater will be conveyed in a way to protect neighboring property. Drainage pipes, underdrains, inlets, or other approved methods may be used to convey the stormwater. The plan shall be reviewed and approved prior to construction of an alternative method of stormwater conveyance.

Section 6.2.11 *Stormwater management plan requirements.*

- Construction plans including, but not limited to, the following:

8. Density of the project. Scope of project (density, intensity, and land uses).
9. Natural features (wetlands, water features, floodzones with base flood elevation, and karst features).
10. Lot grading plans to control final lot grading which delineate the building footprint, include flow arrows, and specify the following:
 - Finished grade elevations at all lot corners and at every location that the lot slope changes in order to drain according to the lot grading diagram for that lot.
 - Finished floor elevation of the building.
 - Finished ground elevations at all exterior corners of the building at least 8-inches lower than the finished floor elevation and comply with Section 6.2.5. Protection from flooding.

Section 6.3. - Roads.

6.3.15. *Street names.* New street names shall not duplicate, or closely approximate phonetically, in spelling or by use of alternative suffixes, such as "lane," "way," "drive," "court," "avenue" or "street," the names of existing streets, except that a new street that is an extension of or in alignment with an existing street shall bear the same name as that borne by such existing street. Street naming shall be as follows:

1. The names of public or private streets shall not be duplicates of names of existing streets or private way.
2. The selection of names shall be coordinated with the Lake County Emergency 9-1-1 communications system and City communication systems.
3. The City and/or developers shall avoid street names that are likely to be confused with the names of existing public streets, private streets, or private ways.
4. Street name changes must be adopted by resolution, following public hearing. Notice of the public hearing will be provided to all property owners whose property abuts the street to be renamed. Notice will also be provided to any businesses located on the street to be renamed. Public notice shall also be provided in the newspaper in advance of the public hearing. The adopted and signed resolution shall be forwarded to Lake County and duly recorded in the Lake County Clerk of Court. Other agency notifications shall follow the listing maintained by the Planning and Development Department.
5. No separate name shall be used for a cul-de-sac that provides street frontage for three or less lots. The name shall be the same as that of the intersecting street. Where there is a series of long and short cul-de-sac, however, each should have separate names.
6. The developer shall be responsible for naming streets within a project. Names should be chosen that relate to the scale and location of a project, which helps establish locational identity. Before preliminary development plan approval the developer shall submit proposed street names to the Planning and Development Department. The final construction plan and plat shall include the overall tract illustrating the proposed street layout and proposed street name.
7. Unacceptable city street names. Numerical names (such as one, two, three, etc.) except numbers which continue the established grid pattern (such as First Avenue, Second Avenue, etc.); alphabetical letters (A, B, C, etc.); complicated; and compound names (may be used sparingly however) shall be avoided on streets less than 1,000 feet.
8. Directional type street names shall be prohibited as part of a street name, such as east, west, north, and south; however, such name may only be used to reference the approved grid numbering system (such as 100 East Fifth Avenue).
9. Definition of thoroughfare designations. All roadway suffix names shall be used for street naming within the City. Street suffixes not mentioned below may be used, provided the developer or property owner obtains approval by the Planning and Development Department.
 - a. Alley or alleyway: Located in the rear of residential or commercial lots and used for servicing structures fronting on regularly established roadways.
 - b. Avenues: A roadway running in a west-east direction.

- c. Boulevard or parkway: A roadway divided by a landscape center island or median, used as a minor collector and serving as an internal traffic collector.
- d. Circle: Streets which form a ring-like shape. All circles shall contain one name.
- e. Courts: Permanently closed street such as a cul-de-sac generally less than 1,000 feet. All courts shall have one name only.
- f. Drives: Curving or meandering streets generally longer than 1,000 feet.
- g. Lane: One-block roadway in a north-south or east-west direction, generally less than 1,000 feet long.
- h. Loop: Short circular roadway which configuration is a U-shape (horseshoe-shape).
- i. Parkway: (See Boulevard.)
- j. Place: A cul-de-sac or permanent dead-end road.
- k. Road: Thoroughfares or minor arterials that run in any direction.
- l. Street: A roadway running in a north-south direction
- m. Way: Diagonal street in a northwest-southeast or northeast-southwest direction, generally less than 1,000 feet long.

Section 6.3.17 *Specifications for improvements.*

- 4. ~~Wearing surface. The material used for the wearing surface shall be a Florida DOT asphaltic concrete mix of Type SHI, or Florida DOT modifications thereof, having a Hubbard Field Stability of not less than 2,000 pounds. The wearing surface shall have a compacted nominal thickness of 1¼ inches with a tolerance of ¼ inch, with an absolute minimum of one inch compacted thickness. On all arterial streets and all streets in commercial or industrial subdivisions, the wearing surface shall be constructed no less than 1¾ inches thick in any place, with a tolerance of one fourth inch. Ponded water due to paving inaccuracies shall be limited to a water depth of no greater than one fourth inch. Ponding in excess of this depth shall require correction.~~

~~A certified copy of the design mix shall be filed with the city, stating the type and design stability of the product used. Any deviation from this stability requirement will be considered only after review and documentation of the special~~

~~circumstances. The completed road shall be guaranteed by maintenance bonding for a period of two years.~~

The wearing surface shall be asphaltic concrete structural course conforming to the latest edition of the FDOT Standard Specifications for Road and Bridge Construction, currently Section 334 Superpave Asphalt Concrete. The pavement shall have a performance period of at least 25 years with no major rehabilitation measures required for at least 15 years from the date of construction acceptance.

The pavement design engineer shall file a signed and sealed copy of the design mix with the City that includes a statement that the pavement design satisfies the required performance periods. The developer shall provide a maintenance bond to guarantee the completed road for a period of two years.

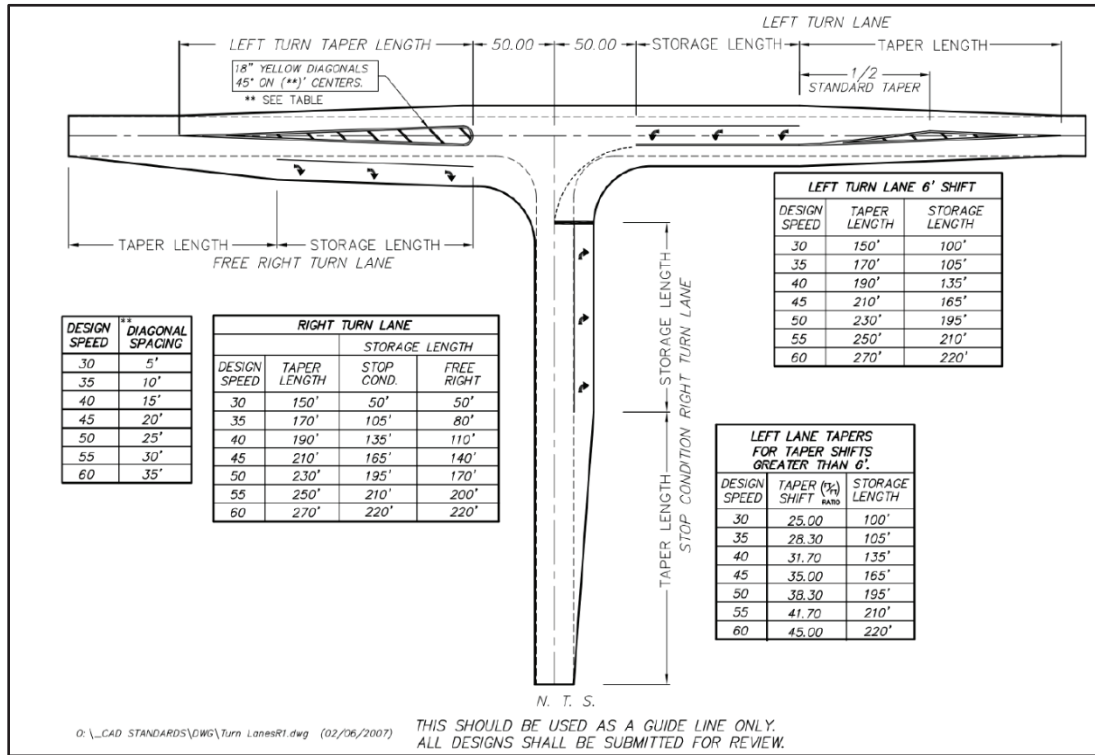
The wearing surface shall have a compacted nominal thickness of 1¼ inches with a tolerance of ¼ inch and an absolute minimum of one inch compacted thickness. On all arterial streets and all streets in commercial or industrial subdivisions, the constructed wearing surface shall be no less than 1¾ inches thick in any place with a tolerance of one-fourth inch.

Ponded water due to paving inaccuracies shall be limited to a water depth of no greater than one-fourth inch. Ponding in excess of this depth shall require correction.

6.3.21 Turn Lanes. Turn lanes consist of left-turn lanes and right-turn lanes (deceleration lanes).

1. Turn lanes shall be installed on the road which is being accessed at the proposed entrance(s) to the development, as deemed necessary by the City Manager or Designee. The City Manager or Designee may also require turn lanes at adjacent or nearby intersections in lieu of, or in addition to, turn lanes at the development entrances.
2. Conditions which are to be considered in determining the need for turn lanes include the following:
 - a. If the property accessing the road is projected to generate 500 or more vehicle trips per day, or 50 or more vehicle trips in any hour;
 - b. If a traffic analysis indicates that turn lanes would be necessary to maintain capacity on fronting roads and/or on adjacent or nearby intersections.
 - c. If entrances are proposed at locations where grade, topography, site distance, traffic, or other unusual conditions indicate that turn lanes would be needed for traffic safety. The need for turn lanes to accommodate right turn movements and left turn movements shall be based upon anticipated traffic distribution and projected turning movement volumes among other considerations, including traffic safety.

3. Turn lanes shall be installed in accordance with the standards depicted below.



6.6. - Landscaping and buffers.

Section 6.6.1. *General requirements.* The landscape requirements contained herein shall apply to all new development with the exception of city parks.

No additions or improvements may be made on existing developed property unless the development conforms to the regulations contained herein.

City parks shall be exempt from the regulations contained herein; however, landscape improvements shall be required at the discretion of the city council.

In order to fulfill the purposes of this code and to allow for necessary recharge, impervious surface may cover no more than the percentage of the site area (land above the mean high water line) shown below:

District	Percentage

M4 WP-1	65
M2 WP-2	65

Section 6.6.7. *Preservation of existing trees.*

1. *Tree removal and replacement program requirements:*

- i. Existing trees and trees proposed for removal shall be shown on a landscape plan with the following tree data (applicant to fill-in blanks):

Total existing number of trees sized 6"—23.99": _____

Total existing number of trees sized 6"—23.99" removed: _____

Total existing number of trees sized 24" or greater: _____

Total existing number of tree sized 24" or greater removed: _____

Total number of trees replaced at ratio 1:1 for trees removed 6'-23.99": _____

Total number of trees placed at ratio ~~1:12~~ 1:6 (for trees removed 24" or greater): _____

Total number of trees replaced: _____

Total number of tree deficient (not being replaced) for tree bank contribution and includes total dollar amount of contribution funds: \$ _____

6.7. - Signs.

Section 6.7.5 *Temporary signs.*

3. Temporary Sign Height. Temporary signs are limited to the following heights based on the zoning district or use of the property on which it will be erected as follows:

a. GB, C-2, C-2A, RP, PLI, and OP: 5 feet

b. Residential uses: 6 Feet

c. Non-residential uses: 10 feet

CHAPTER VIII. – DEFINITIONS

The following definitions shall apply throughout this code. Words not specifically defined or otherwise explained within this code shall be as defined in a standard dictionary or as understood

by the development review coordinator. Definitions specifically related to signage shall be found within Chapter VI, Design Standards, Section 6.7, Signs.

Density, residential: Refers to the number of residential dwelling units permitted per ~~gross~~ net acre of land and is determined by dividing the number of units by the total area of land within the boundaries of a lot or parcel; less preservation and undevelopable areas, or areas below the normal high water line of a lake, wetlands and floodplain areas. In the determination of the number of residential dwelling units to be permitted on a specific parcel of land, a fractional unit shall not entitle the applicant to an additional unit.

Flood-Prone Area. Any area which lies at or below the water surface elevation of the Base Flood.

Net Acre: The total area of a parcel, or combination of parcels, proposed for development, of land minus wetlands, water bodies and areas lying below the flood prone areas.

SECTION 3. IMPLEMENTATION OF ADMINISTRATIVE ACTIONS.

The City Manager is hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed prudent.

SECTION 4. CODIFICATION AND SCRIVENER'S ERRORS.

A. The revisions to City of Mount Dora Land Development Code, as set forth in Sections 2 above shall be codified in the City of Mount Dora Code of Ordinances.

B. The sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the City of Mount Dora Land Development Code.

C. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 5. SAVINGS CLAUSE. All prior actions of the City pertaining to the amendments to the City of Mount Dora Land Development Code, as well as any and all other applicable matters, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides

for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 7. **SEVERABILITY.** If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon enactment by the City of Mount Dora.

PASSED AND ADOPTED this _____ day of _____, 2023.

FIRST READING: _____

SECOND READING: _____

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: August 15, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Adoption of **Resolution No. 2023-30**, Approving Financial Support for Lake Cares, Inc.

Introduction:

This is a request for Council to adopt Resolution No. 2023-30, authorizing financial support for Lake Cares, Inc.

Discussion:

Local nonprofit organizations provide valuable resources and services that benefit the community in many ways. At the July 24, 2023, City Council Budget Work Shop, Budget Director Aneta Barton announced the City proposed to allocate \$15,000 from Grants and Aids to Lake Cares, Inc., which operates the Lake Cares Food Pantry.

Since this time last year, Lake Cares has served 11,914 households, which equals 42,891 residents who received essential food from Lake Cares Food Pantry out of their main Mount Dora location. Since this time last year, they have served 1,482 residents of Mount Dora. The organization has also served 147 Mount Dora homeless cases and 73 emergency food requests since July 2022. In addition, Lake Cares provides food to children living in Mount Dora through their Summer Children's Feeding Program and through their school partnership. The Weekend Backpack Program served 55 Mount Dora students every week while school was in session, which resulted in 9,900 meals provided.

A monetary donation to Lake Cares Food Pantry serves a public purpose by promoting the health, safety, and welfare of the citizens of the City.

Budget Impact:

The funds are budgeted in GL# 001-5555-580.82-01 in the amount of \$15,000.

Strategic Impact:

Greater good will in the local community. Lake Cares, Inc. contributes to public safety and economic development across the City, ensuring that the entire community flourishes as it grows.

Recommendation:

City Council adopt Resolution No. 2023-30, Approving Financial Support for Lake Cares, Inc.

Attachment(s):

1. Resolution 2023-30 Lake Cares.sgs

Prepared by: Aneta Barton, Budget Director

Reviewed by: Aneta Barton, Budget Director

Misty Sommer, Director of Economic Development & Public Information

Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 8/1/2023

Approved - 8/1/2023

Approved - 8/8/2023

Approved - 8/9/2023

Final Approval -
8/9/2023

RESOLUTION NO. 2023-30

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO FINANCIAL SUPPORT FOR LAKE CARES, INC.; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION FOR FUNDING; 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, Lake Cares, Inc. ("Lake Cares") is an independent, non-profit community food pantry that provides food and other necessary services directly to those in need of assistance in Lake County, Florida; and

WHEREAS, Lake Cares distributes food four times a week to children, families, seniors, and disabled clients from its main location in Mount Dora, Florida and other satellite locations; and

WHEREAS, in 2021, Lake Cares served 11,914 Mount Dora households in addition to fulfilling 147 homeless cases and 73 emergency food requests; and

WHEREAS, also in 2021, Lake Cares provided food to children living in Mount Dora through their Summer Children's Feeding Program which served 55 Mount Dora Students every week while school was in session resulting in 9,900 meals provided; and

WHEREAS, Lake Cares has outgrown its space in Mount Dora as it is no longer adequate to meet the growing demand for food storage, distribution and the implementation of additional community programs to help in the fight against hunger; and

WHEREAS, due to the immediate space needs, Lake Cares has started a capital campaign to raise the necessary funds to build a new facility; and

WHEREAS, the City of Mount Dora has determined that a monetary donation to Lake Cares Food Pantry serves a public purpose and will promote the health, safety, and welfare of the citizens of the City as well as motivate other local government entities, business leaders, and residents in Mount Dora to support the Lake Cares campaign.

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. Authorization for Funding. The City of Mount Dora hereby authorizes a one-time payment in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) to Lake Cares, Inc., for its facility expansion which will enable Lake Cares to continue serving the citizens of the City of Mount Dora.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the advance direct purchase of the materials set forth herein related to the new public works complex, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND DULY ADOPTED this 15th day of August 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

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

Jeanann Hand, City Clerk

Sherry G. Sutphen, City Attorney



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

DATE: August 15, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Adoption of **Resolution No. 2023-32**, Safe Place Initiative

Introduction:

This is a request for City Council to approve Resolution No. 2023-32, Safe Place Initiative.

Discussion:

The City of Mount Dora and the Mount Dora Police Department are committed to the safety of all Lesbian, Gay, Bisexual, Transgender, Queer/Questioning (LGBTQ+) residents and visitors.

The mission of the MDPD Safe Place Initiative is to provide the LGBTQ+ community with easily accessible safety information and safe places throughout the city they can turn to if they are the victims of crime.

Through the Safe Place Initiative, MDPD will provide decals to city facilities, local businesses and other organizations for those entities to post as a symbol of safety for the victims of LGBTQ+ crime.

Mount Dora businesses and facilities may participate by requesting a Safe Place decal to display at their location. This symbol carries some important responsibilities that will greatly assist in protecting LGBTQ+ victims of crime.

LGBTQ+ victims will recognize that the Safe Place symbol indicates the business or organization is willing to assist them. By registering as a Safe Place in the City of Mount Dora, the participating establishment agrees to:

- Apply the Safe Place decal outside the front entrance of your establishment.
- Allow victims to enter and remain at your premises until Mount Dora Police arrive.
- Call, or assist these victims in calling 911.

Anyone who seeks solace in a Safe Place location can be assured that if they are the victim of a crime, police will promptly be called. In addition to the 911 police response to these incidents,

MDPD has an LGBTQ+ liaison officer who is a resource for any questions or concerns our residents or visitors might have.

Budget Impact:

N/A

Strategic Impact:

GOAL 2: Infrastructure / Public Safety

Recommendation:

City Council approve Resolution No. 2023-32, Safe Place Initiative.

Attachment(s):

1. Attachment #1 - Safe Place Decal
2. Reso No 2023-32 Safe Place Initiative

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

Approved - 8/9/2023
Approved - 8/9/2023
Final Approval - 8/9/2023

REPORT ANTI-LGBTQ+ CRIMES

ATTACHMENT #1



This location is a SAFE PLACE for victims of anti-LGBTQ+ crimes and harassment to call 911 and wait for law enforcement to arrive.



**CITY OF
MOUNT
DORA**

RESOLUTION NO. 2023-32

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE CITY OF MOUNT DORA POLICE DEPARTMENT SAFE PLACE INITIATIVE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION TO IMPLEMENT THE SAFE PLACE INITIATIVE; 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, a recent study found that lesbian, gay, bisexual, transgender, queer/questioning (LGBTQ+) persons, aged 16 years and older, are more likely to be victims of hate crimes than non-LGBTQ+ people; and

WHEREAS, LGBTQ+ victims also reported physical symptoms of distress, negative emotional responses and problems in their social lives; and

WHEREAS, the City of Mount Dora Police Department recognizes an increasing need to provide and publicize resources, skilled law enforcement assistance and safe places for victims of all crimes to retreat, especially for vulnerable LGBTQ+ victims; and

WHEREAS, the City of Mount Dora Police Department is committed to providing a safe and secure environment where all people can live their lives without the fear of crime and desires to coordinate and facilitate a "Safe Place Initiative" in the City of Mount Dora; and

WHEREAS, the Safe Place Initiative is an outreach program wherein the City of Mount Dora business community may request to be designated as a Safe Place for members of the LGBTQ+ community and others who are victims of a hate crime or feel they may become a victim if they do not find a safe place to call for emergency law enforcement assistance; and

WHEREAS, The Safe Place Initiative will also include all City of Mount Dora facilities which operate as publicly accessible facilities; and

WHEREAS, over 200 police agencies in the United States and Canada participate in Safe Place Initiative type programs, the concept of which were first started by the Seattle Police Department in May of 2015, in an effort to address numerous LGBTQ+ community issues and concerns that have traditionally impacted law enforcement agencies and the communities they serve; and

WHEREAS, it is the mission of the City of Mount Dora Police Department Safe Place Initiative to provide the LGBTQ+ community and other victims with easily accessible safety

information and safe places throughout the City of Mount Dora to turn, in the event they are victims of or feel threatened by crimes.

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. Authority to Implement the Safe Place Initiative.

A. In an effort to improve the services to all citizens of and visitors to the City of Mount Dora, the City of Mount Dora Police Department is hereby authorized to implement the Safe Place Initiative.

B. The City Manager is authorized to obtain  Safe Place Initiative decals for display in participating City facilities, local businesses and other organizations to post in a visible location as a symbol of safety for LGBTQ+ victims and other victims of crime.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the Safe Place Initiative as well as 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 which do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

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

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

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

PASSED AND ADOPTED this 15th day of August, 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: August 15, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

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:

- July 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 July 2023 Report

Prepared by: Merry Lovern, Executive Assistant

Reviewed by: Jeanann Hand, City Clerk

Approved - 8/9/2023

July 31, 2023

**City of Mount Dora
July Activity Report**

CALENDAR ANNOUNCEMENT

**DEP Informational Webinar
on the Water Quality Protection Grant Portal**

DEP's [Division of Water Restoration Assistance](#) is hosting an educational webinar for the newly expanded [Water Quality Protection Grant Portal](#). Local governments, academic institutions and nonprofit organizations are encouraged to attend to learn about grant eligibility, requirements and project specifics for water quality protection grants.

What: Water Quality Protection Grant Portal Webinar
Where: Virtually on Microsoft Teams
When: Aug. 8, 2023
1 to 2:30 p.m. ET
How: Email DWRAFundingPortal@FloridaDEP.gov to request a webinar meeting invitation.

Grant opportunities currently available through the portal include Water Quality Improvement Grants, Indian River Lagoon Water Quality Improvement Grants, Biscayne Bay Water Quality Improvement Grants, Alternative Water Supply Grants, Florida's Coral Reef Restoration and Recovery Initiative Grants, Nonpoint Source Management Grants and Innovative Technology for Harmful Algal Bloom Grants.

DEP is also accepting grant applications through the [Resilient Florida Grant Program](#) for projects to prepare coastal and inland communities for the adverse impacts of flooding and storm surge.

Grant programs have different closing dates, so please review the closing date posted for each grant program on [ProtectingFloridaTogether.gov](#). Applicants are encouraged to submit proposals to all grant programs for which they may be eligible.

Learn more about [DEP's funding opportunities](#).

Communications

- Patrick Comiskey
 - DEP Water Quality Grant Portal Information
 - DuPont Settlement re PFAS/PFOA

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