



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
December 5, 2023, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Mount Dora Fun Fact

PUBLIC COMMENT

APPROVAL OF AGENDA

CONSENT AGENDA

1. Request approval for the purchase of a storage server for Citywide usage in the amount of \$167,000 purchased under the NASPO (WSCA) contracting agreement. Associated agenda documents and attachments are confidential and exempt under Florida Statue Associated agenda documents and attachments are confidential and exempt under Florida Statute 119.0725(b) and/or (d). 4
2. Request approval for the purchase of Network security appliances and endpoint protection infrastructure in the amount of \$78,734.46 with OMNIA. Associated agenda documents and attachments are confidential and exempt under Florida Statue Associated agenda documents and attachments are confidential and exempt under Florida Statute 119.0725(b) and/or (d). 6
3. Request approval for endpoint refresh in the amount of \$62,517.89 with NASPO. Associated agenda documents and attachments are confidential 8

- and exempt under Florida Statute Associated agenda documents and attachments are confidential and exempt under Florida Statute 119.0725(b) and/or (d). 8
4. Request Approval of Meeting Minutes 10
- October 17, 2023

ACTION ITEMS

1. Request Ratification of a Purchase Outside the Parameters of the City Purchasing Policy in the amount of \$50,245 for Conduit Installation with Bellmore Enterprises Incorporated for street lighting on Donnelly St. at Waterman Village and Authorize the Mayor to Execute the Task Authorization associated with this Purchase 18

DISCUSSION ITEM

1. Parking Shuttle Update 60

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

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

UPCOMING MEETING DATES

- December 19, 2023, 6:00 PM, Regular Session
- January 2, 2024, 6:00 PM, Regular Session
- January 16, 2024, 6:00 PM, Regular Session

- February 6, 2024, 6:00 PM, Regular Session
- February 20, 2024, 6:00 PM, Regular Session

ADJOURNMENT

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

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



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

DATE: December 5, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request approval for the purchase of a storage server for Citywide usage in the amount of \$167,000 purchased under the NASPO (WSCA) contracting agreement. Associated agenda documents and attachments are confidential and exempt under Florida Statue Associated agenda documents and attachments are confidential and exempt under Florida Statute 119.0725(b) and/or (d).

Introduction:

This is a request for City Council to approve the purchase of a storage server for Citywide usage in the amount of \$167,000 under the NASPO (WSCA) contracting agreement.

Discussion:

Associated agenda documents and attachments are confidential and exempt under ss. 119.0725(b) and/or(d), *Florida Statutes*.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council approve the purchase of a storage server for Citywide usage in the amount of \$167,000 under the NASPO (WSCA) contracting agreement.

Attachment(s):

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Jason Marlar, IT Director
Aneta Barton, Budget Director
City Attorney, City Attorney

Approved - 11/8/2023
Approved - 11/8/2023
Approved - 11/28/2023

Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 11/28/2023
Final Approval - 11/28/2023



510 N. Baker St.
Mount Dora, FL 32757
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DATE: December 5, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request approval for the purchase of Network security appliances and endpoint protection infrastructure in the amount of \$78,734.46 with OMNIA. Associated agenda documents and attachments are confidential and exempt under Florida Statue Associated agenda documents and attachments are confidential and exempt under Florida Statute 119.0725(b) and/or (d).

Introduction:

This is a request for City Council to approve the purchase of Network security appliances and endpoint protection infrastructure in the amount of \$78,734.46 under the OMNIA contracting agreement.

Discussion:

Associated agenda documents and attachments are confidential and exempt under ss. 119.0725(b) and/or(d), *Florida Statutes*.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council approve the purchase of Network security appliances and endpoint protection infrastructure in the amount of \$78,734.46 under the OMNIA contracting agreement.

Attachment(s):

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Jason Marlar, IT Director
Aneta Barton, Budget Director

Approved - 11/8/2023
Approved - 11/8/2023

City Attorney, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 11/28/2023
Approved - 11/28/2023
Final Approval - 11/28/2023



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

DATE: December 5, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request approval for endpoint refresh in the amount of \$62,517.89 with NASPO. Associated agenda documents and attachments are confidential and exempt under Florida Statue Associated agenda documents and attachments are confidential and exempt under Florida Statute 119.0725(b) and/or (d).

Introduction:

This is a request for City Council to approve endpoint refresh in the amount of \$62,517.89, which is being purchased under the NASPO contracting agreement.

Discussion:

Associated agenda documents and attachments are confidential and exempt under ss. 119.0725(b) and/or(d), *Florida Statutes*.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council approve endpoint refresh in the amount of \$62,517.89, purchased under the NASPO contracting agreement.

Attachment(s):

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Jason Marlar, IT Director
Aneta Barton, Budget Director
City Attorney, City Attorney
Jeanann Hand, City Clerk

Approved - 11/8/2023
Approved - 11/8/2023
Approved - 11/28/2023
Approved - 11/28/2023

Patrick Comiskey, City Manager

Final Approval - 11/28/2023



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

DATE: December 5, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Approval of Meeting Minutes

- October 17, 2023
-

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. 10.17.2023 City Council Regular Session Minutes_DRAFT

Prepared by: Jeanann Hand, City Clerk



**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION
MEETING MINUTES
October 17, 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 regular session of City Council in the Mount Dora Council Chambers.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A moment of silence and Pledge of Allegiance were led by Vice-mayor Crail.

ROLL CALL

Members Present

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

Also Present

Patrick C. Comiskey, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

PRESENTATIONS

1. Florida City Government Week Proclamation

Mayor Stile read the proclamation into the record.

2. Proclamation for Breast Cancer Awareness

Mayor Stile read the proclamation into the record.

3. Mount Dora Fun Fact

Mayor Stile spoke about the franchise owner of the new Culver's restaurant which had opened that day. Christian Liebl started working for Culver's when he was a high school student in Wisconsin and now owns the newly opened Mount Dora location.

PUBLIC COMMENT

Mayor Stile opened public comment.

Cheri Pivowar, 30118 Kladruby Point, spoke about the odor in her neighborhood and the consent order.

Meisha Santagata, 30237 Hackney Loop, spoke about the odor in her neighborhood.

Brandon Michael Richardson, 30313 Gidran Terrace, spoke about the odor in his neighborhood.

Caleb Soileau, 20849 Oldenburg Loop, spoke about the odor in his neighborhood.

Jay Smith, 1046 McDonald Street, spoke about the name of the Mount Dora Music Hall at the Community Building.

Michell Middleton, 112 East Fifth Avenue, spoke about the Latin Music Festival sponsored by the Rotary that would take place during the weekend following the meeting.

Mr. Brackins provided information about the meeting that recently took place between the Florida Department of Environmental Protection (FDEP) and the city regarding the consent order and related activity. Mr. Brackins spoke of the intent to bring a document to Council on November 7th and of the possible adjustment of monetary civil penalties in relation to city activities on this matter.

Mr. Comiskey reported the city acquired additional sensors so that there would be no gaps in their presence. He spoke of the city's actions up to this point.

By consensus, Council authorized Mr. Brackins to work with city staff and the FDEP on revisions to the consent order so that it can be brought to Council on November 7th.

Mayor Stile closed public comment.

APPROVAL OF AGENDA

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA WITH CONSENT ITEMS TWO AND FOUR MOVED TO ACTION ITEMS AND THE ADDITION OF A DISCUSSION ITEM RELATED TO THE OCTOBER 16, 2023 JOINT MEETING BETWEEN THE CITY AND LAKE COUNTY; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

BOARD APPOINTMENTS

1. Police Pension Board

MAYOR STILE NOMINATED ROZANN ABATO TO SERVE ON THE POLICE PENSION BOARD; COUNCILMEMBER ROLFSON SECONDED THE NOMINATION. NOMINATION APPROVED WITH A UNANIMOUS VOICE VOTE.

Ms. Abato spoke about serving in remembrance of an acquaintance who had previously served.

CONSENT AGENDA

1. Request Approval of Amendment 3 to the Agreement Between the City of Mount Dora and Commercial Landscape Professionals, Inc., d/b/a Trimac Outdoor for Professional Grounds and Landscaping Services- *Moved to become Action Item One.

2. Request Approval of Amendment 2 to the Agreement between the City of Mount Dora and Bellmore Enterprises Incorporated related to Underground Duct-Line Installation.

3. Request Approval for Code Lien Waiver for 914 Pine Avenue, Mount Dora, Florida-

~~32757 (Damaged, Decayed or Unsafe Structures)~~ *Moved to become Action Item Two.

4. Approval of Meeting Minutes

- **September 7, 2023 Regular Session**

MOTION BY COUNCILMEMBER WALKER TO APPROVE THE CONSENT AGENDA WITH CONSENT ITEMS ONE AND THREE MOVED TO ACTION ITEMS ON THE REGULAR AGENDA; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. Request Approval of Amendment 3 to the Agreement Between the City of Mount Dora and Commercial Landscape Professionals, Inc., d/b/a Trimac Outdoor for Professional Grounds and Landscaping Services- *Moved from Consent Agenda Item One

Mr. Comiskey explained the amendment exists to indicate additional areas of service, including an area near the new fire station. He spoke about how the grass area by the Eudora Road pond near an apartment complex will also be addressed. Residents had been complaining about the lack of maintenance in that area.

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

MOTION BY COUNCILMEMBER CATALDO TO APPROVE AMENDMENT 3 TO THE AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND COMMERCIAL LANDSCAPE PROFESSIONALS, INC., D/B/A TRIMAC OUTDOOR FOR PROFESSIONAL GROUNDS AND LANDSCAPING SERVICES; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 VOTE.

YES Cataldo
Walker
Rolfson
Dawson
Bryant
Crail
Stile

NO None

2. Request Approval for Code Lien Waiver for 914 Pine Avenue, Mount Dora, Florida 32757 (Damaged, Decayed or Unsafe Structures) *Moved from Consent Agenda Item Three

Mr. Brackins explained this item is brought before Council because of an administrative deficiency with the lien. Property owner Mr. Roland Williams requested the waiving of this lien. Mr. Brackins told Council his firm worked with staff to ensure liens from this point forward would be perfected.

Deputy Planning Director Adam Sumner explained no dollar amount was assigned to this lien

because an affidavit of non-compliance had never been recorded. The dollar amount would have been \$600.00 had an affidavit been recorded.

Roland Williams, 4104 Golden Leaf Road, Peachtree Corners, Georgia, stated that, to his knowledge, he had no other properties in the city that are violating city code. He told Council he would check with the county clerk to be sure.

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

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE CODE LIEN WAIVER FOR 914 PINE AVENUE, MOUNT DORA, FLORIDA 32757; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES *Rolfson*
 Walker
 Cataldo
 Dawson
 Bryant
 Crail
 Stile
NO *None*

PUBLIC HEARINGS

1. Request Adoption of Resolution No. 2023-44, New Subscription Solar Program

Mr. Brackins read Resolution No. 2023-44, New Subscription Solar Program, by title only.

RESOLUTION NO. 2023-44

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ELECTRIC UTILITY SUBSCRIPTION SOLAR RIDER; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ADOPTION OF SUBSCRIPTION SOLAR RIDER; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Brackins ensured all councilmembers had the complete resolution and exhibit.

Electric Utility Director Steve Langley reviewed the program, which he explained during a presentation he delivered at the September 21st City Council meeting. The program is being promoted and will be available for customers December 1st.

The program will allow customers to designate a portion of their consumption as solar. Their billing will then be adjusted for that amount. Mr. Langley reviewed the rates. The bills generated after December 1st will reflect this change. Mr. Langley will speak with Mr. Comiskey about returning to

Council with an option for the city to participate in the program.

Council is being asked to approve the rider for this program. Customers must be no more than 60 days late with payments to be eligible for the program.

The program is available for both residential and commercial customers, with half of the availability being reserved for each. Participation is first-come, first-serve. There will be a waiting list when capacity is reached. Service reliability will remain the same, as the equipment remains the same; only the generating source would be changing.

Registration is hoped to be available near the end of November.

Other cities participating in this program include Ocala, Orlando and Kissimmee.

Participants must be customers of the City of Mount Dora. Expanding the city's solar capability with offsite solar farms will expand the available capacity. Mr. Langley explained how solar usage will be tracked.

Mayor Stile opened public comment.

Caleb Soileau, 20849 Oldenburg Loop, commented on the cost of the program.

Christine King-Harris, 402 East Jackson Avenue, spoke about consumptive use permitting with public utilities, and power storage.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2023-44, NEW SUBSCRIPTION SOLAR PROGRAM; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES *Rolfson*
 Cataldo
 Dawson
 Walker
 Bryant
 Crail
 Stile
NO *None*

DISCUSSION ITEM

1. Discussion Related to the Joint Meeting Between the City of Mount Dora and Lake County Board of Commissioners

Councilmember Rolfson would like to see an Action Item on the November 7th agenda encompassing an overview and discussion regarding joint meetings of the Lake County Commission and the Mount Dora City Council concerning the Wolf Branch Innovation District. He spoke favorably about the meeting that had taken place on October 16th. He would like to schedule discussions regarding infrastructure. Councilmembers could contact Planning Director Vince Sandersfeld to schedule time to further discuss the topic with city staff.

The presentation from the October 16th would be sent to Councilmembers by the City Clerk.

CITY MANAGER'S REPORT

Mr. Comiskey reported he received a phone call from Lake County Manager Jennifer Barker. A meeting between city and county staff had been scheduled for 1:30 p.m. on October 31st.

CITY ATTORNEY'S REPORT

Mr. Brackins thanked Mr. Comiskey, Public Works Director George Marek and Chief Water Treatment Plant Operator James Klein for the meeting regarding the consent order.

COMMUNICATIONS AND REPORTS

Councilmember Cataldo spoke about a resource for correcting the damaged Century Link boxes throughout the city. He invited those with damaged boxes in their yards to contact him.

Councilmember Dawson spoke about his participation in the Bicycle Festival. He encouraged the city to revive the festival to its past level of participation. Its next occurrence would be its 50th year. Councilmember Dawson offered to be part of a committee for this cause. He announced he would be absent from the November 7th meeting.

Mayor Stile announced the 2024 Bicycle Festival would take place the weekend of October 11th. Parks and Recreation Director Troy Shonk reported he received similar feedback about elevating the festival and is working to do so. The festival would be three days next year, October 11-13, 2024.

Councilmember Rolfson spoke about attending the ribbon cutting for Culver's. He encouraged more participation at ribbon cuttings and grand openings.

Councilmember Rolfson also spoke about the upcoming Lake-Sumter Metropolitan Planning Organization meeting. He would also like an upcoming workshop reviewing public council decorum policies, and referred to materials from the Florida League of Cities that may be helpful.

Councilmember Walker thanked Mr. Shonk for his assistance with a scheduling challenge related to the playoffs for the Pop Warner football program.

Councilmember Walker asked Mr. Comiskey about opportunities for employee recognition. Mr. Comiskey told Councilmember Walker about the upcoming Employee Appreciation Luncheon. Lengthy terms of service would be recognized.

Councilmember Bryant requested to receive the decorum policy mentioned by Councilmember Rolfson.

Councilmember Bryant also reported he would be travelling and not present for the November 7th meeting. Additionally, he spoke about communication regarding the odor issue.

Economic Development and Public Information Director Misty Sommer spoke of the ways the public could review on the city website actively updated information and measurements regarding the conditions at Waste Water Treatment Plant #2.

Vice-mayor Crail spoke about the October 16th joint meeting with the Lake County Commissioners. He hoped for further, more frequent communication between the county and city.

Vice-mayor Crail also expressed his wish for a Strategic Plan update workshop.

Staff is currently working on the visioning study.

The Vice-mayor also shared a summary of the most recent attorney invoice.

Mayor Stile spoke about the First United Methodist Church's participation in the Wreaths Across America program. The public may go online to volunteer. The program will take place December 16th at 10:00 a.m.

Mayor Stile also spoke about judging the Soap Box Derby last weekend. Additionally she spoke about Create Conservatory and a grant available to them.

Mayor Stile reported that Lake County's Principal of the Year is Mount Dora High School Principal Marlene Straughan, and Lake County's Assistant Principal of the Year is Triangle Elementary's Assistant Principal Noris Aguayo.

ADJOURNMENT

MOTION BY COUNCILMEMBER ROLFSON TO ADJOURN. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 7:38 p.m.



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

DATE: December 5, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Ratification of a Purchase Outside the Parameters of the City Purchasing Policy in the amount of \$50,245 for Conduit Installation with Bellmore Enterprises Incorporated for street lighting on Donnelly St. at Waterman Village and Authorize the Mayor to Execute the Task Authorization associated with this Purchase

Introduction:

This is a request for City Council to ratify the purchase of underground conduit installation for street lighting along Donnelly St. at Waterman Village for an amount of \$50,245 with Bellmore Enterprises Incorporated, and authorize the mayor to execute the task authorization associated with this purchase.

Discussion:

As part of the new Waterman Village project, overhead lines were placed underground along its property on Donnelly Street. In order to light the roadway, decorative lights were purchased that match the decorative lights within the Waterman village property and throughout that part of the city.

As part of this project, Bellmore has installed road crossings and foundations for the new lights. They have installed 2,908 feet of underground conduit adhering to the guidelines contained within their contract, ITB 19-PW-031, scope of services. The City Electric Utility staff will complete all remaining portions of construction.

The City Manager was advised of the installation of the conduit without issuance of a task authorization and purchase order on November 22, 2023, after the work was completed.

Budget Impact:

This project is funded in the FY 2023-24 Electric Capital Improvement Plan (CIP) under the Waterman Project. GL # 415-5555-58-63-04 EL 2117 at a cost of \$50,245.

Strategic Impact:

Additional street lighting for safety of vehicles and pedestrians in the area.

Recommendation:

City Council ratify the purchase of underground conduit installation for street lighting along Donnelly Street at Waterman Village for an amount of \$50,245 with Bellmore Enterprises Incorporated, and authorize the mayor to execute the task authorization associated with this purchase.

Attachment(s):

1. Attachment #1 Reso No. 2019-135 Underground Duct-Line Installation Services
2. Attachment #2 EXECUTED Amendment 1.Bellmore.UG Duct Line Installation
3. Attachment #3 EXECUTED Second Amendment to Bellmore Agreement w Exh A.10.17.2023
4. Task Authorization, Bellmore for Donnelly St Streetlights

Prepared by: vedderl vedderl, Administrative Assistant

Reviewed by: Steve Langley, Electric Utility Director
Marilyn Douglas, Purchasing Manager
City Attorney, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 11/29/2023

Approved - 11/29/2023

Approved - 11/29/2023

Approved - 11/29/2023

Final Approval - 11/29/2023

ATTACHMENT #1

RESOLUTION NO. 2019-135

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE SOLICITATION FOR UNDERGROUND DUCT-LINE INSTALLATION SERVICES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION TO EXECUTE THE AGREEMENT; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING 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 issued ITB-19-PW-031 for underground duct-line installation services; and

WHEREAS, the lowest responsive bid was submitted by Bellmore Enterprises, Inc.; and

WHEREAS, the City has determined that it is in its best interest to enter into an Agreement with Bellmore Enterprises, Inc., for the provision of underground duct-line installation services.

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 Execute Agreement. The City Council hereby authorizes the Mayor or designee to execute the contract with Bellmore Enterprises, Inc., attached hereto as **Exhibit "A"**.

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 solicitation for underground duct-line installation services, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

ATTACHMENT #1

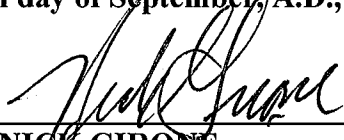
SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

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 19th day of September, A.D., 2019.



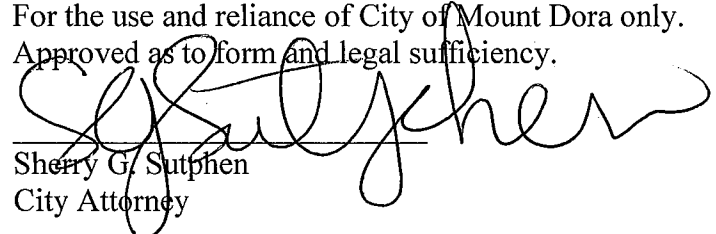
NICK GIRONE
MAYOR of the City of Mount Dora, Florida

ATTEST:



GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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



Sherry G. Sutphen
City Attorney

ATTACHMENT #1

EXHIBIT A

Bellmore Enterprises f or Underground Duct-Line Installation

ATTACHMENT #1

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and BELLMORE ENTERPRISES, INC., 16019 Redington Drive, Redington Beach, Florida 33708, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Underground Duct-Line Installation Services, pursuant to the CITY’s Purchasing Policy and ITB-19-PW-031; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the CITY related to the services set forth in ITB-19-PW-031; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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

SECTION 1. **RECITALS.**

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. **TERM.**

The term of this Agreement shall extend from October 1, 2019 through October 1, 2022, and may be extended when in the best interest of the CITY.

SECTION 3. **SCOPE OF SERVICES.**

The CONTRACTOR shall be responsible for performing the services described in **Exhibit “A”** attached hereto. To the extent of any conflict between **Exhibit “A”** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

ATTACHMENT #1

SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the CITY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the CITY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the CITY or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the CITY in accordance herewith.
- C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on

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similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the CITY's stated objectives and standards.

- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. **COMPENSATION.**

- A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services rendered shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONTRACTOR.

SECTION 8. **TERMINATION.**

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

SECTION 9. **PAYMENT WHEN SERVICES ARE TERMINATED.**

- A. In the event of termination of this Agreement by the CITY, and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible

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benefit to the CITY. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 10.

INSURANCE.

A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE:

a. Combined Single Limit: \$300,000 per accident,

OR

b. Bodily Injury: \$300,000 per person,

AND

Property Damage: \$100,000 per accident;

2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;

3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);

4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,

5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

B. For every insurance policy required hereunder, the CONTRACTOR shall provide the CITY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. List the "CITY OF MOUNT DORA" as a Certificate Holder,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,

ATTACHMENT #1

7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- D. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

SECTION 11. CITY OBLIGATIONS.

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 14. PUBLIC RECORDS.

- A. Pursuant to Florida Statutes, Section 119.0701:

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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: GWEN JOHNS
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
JOHNSG@CITYOFMOUNTDORA.COM**

B. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the CITY to perform the services set forth herein.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

SECTION 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal

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Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 16. **APPLICABLE LICENSING.**

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. **COMPLIANCE WITH ALL LAWS.**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. **INDEMNIFICATION.**

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

SECTION 19. **BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors,

ATTACHMENT #1

or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the CITY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. **BINDING EFFECT.**

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. **ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the CITY.

SECTION 22. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 23. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CLERK 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:

ATTACHMENT #1

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

CONTRACTOR: Bellmore Enterprises, Inc.
16019 Redington Drive
Redington Beach, Florida 33708

SECTION 25. MODIFICATION.

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

SECTION 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE PROVISIONS.

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

ATTACHMENT #1

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 30. JOINT AUTHORSHIP.

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

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 33. USE OF CITY NAME, LOGO AND/OR SEAL

The CONTRACTOR may only use the CITY'S name, logo and/or seal with the express written permission of the City and consistent with any CITY policy related to the same.

ATTACHMENT #1

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement effective the 13 day of September, 2019.

CONTRACTOR

By: [Signature]

Print: DARCY BELLEMORE

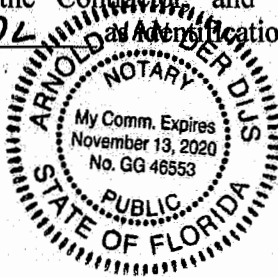
Title: President

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was executed before me this 13 day of SEPTEMBER,
2019, by DARCY W BELLEMORE as PRESIDENT of Bellmore Enterprises,
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 has produced
FLORIDA DL as identification.

(stamp)



[Signature]
NOTARY PUBLIC, State of Florida

CITY OF MOUNT DORA

NICK GIRONE

MAYOR of the City of Mount Dora, Florida

ATTEST:

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

Sherry G. Sutphen
City Attorney

ATTACHMENT #1

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2019.

CONTRACTOR

By: _____

Print: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 201_, by _____, as _____ of Bellmore Enterprises, 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 has produced _____ as identification.

(stamp)

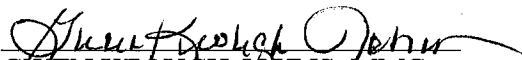
NOTARY PUBLIC, State of Florida

CITY OF MOUNT DORA

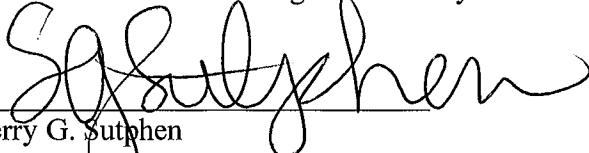


NICK GIRONE
MAYOR of the City of Mount Dora, Florida

ATTEST:


GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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



Sherry G. Sutphen
City Attorney

ATTACHMENT #1

EXHIBIT A

GENERAL DESCRIPTION OF SPECIFICATIONS OR SCOPE OF WORK

1. Project Description

From time to time the City of Mount Dora (City) may have need for duct line construction services to cause various sections of the City's electrical distribution system to be moved underground. Such services shall include, but are not limited to, installation of electrical conduit (primary, secondary and service) by directional boring or trenching. An initial project consists of laying an underground line along Mary Lane. Various other small underground jobs shall be performed on an as needed basis. The City will primarily use this contract to request directional boring in order to place electric lines underground. However, occasionally the City will request trenching services.

2. Scope of Work:

Contractor shall provide all labor, equipment, and materials if so requested, to complete each job requested by the City of Mount Dora. The contractor is responsible for providing material labor, equipment breakdown, and a complete 'as-built' for each job. The City will provide contractor with drawings of work to be performed.

The work shall include the unloading into and/or out of storage, transporting, storing, assembling, connecting, testing and maintenance for the successful operation of all materials and equipment. This work shall be comprised essentially of the following:

Install electric, conduit to the locations shown on work order drawings as specified. All driveways and roads that must be crossed shall be bored under. As with all jobs, existing underground facilities must be taken into account whether located or not.

All conduit runs shall contain nylon pull strings and/or Mule Tape.

Before installing conduit, it will be contractor's responsibility to call in locates.

The contractor shall coordinate with the City of Mount Dora personnel regarding project management and conduit inspections.

The contractor is responsible for repairs and/or replace all damages such as sod, shrubbery, irrigation sidewalks, existing underground facilities or driveways, etc. that were damaged during the installation of the conduit, or bear the cost of repairs. Sod and shrubbery requiring replacement must be the same or similar to the type damaged.

The contractor shall be responsible address and resolve in a timely fashion all damage claims filed by any property owners affected by work done during stated assigned job. The City shall be made aware of any and all damage claims, the process to rectify and the end result. All costs of repairs will be the Contractor's sole responsibility.

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It is the responsibility of the contractor to furnish and set up traffic control devices that may be required. All traffic control plans shall comply with the FDOT Index 600 standard, and contractor shall coordinate with City Public Works, Police and Fire.

ATTACHMENT #1

Exhibit "B"

PROPOSAL/BID PRICING FORM**ITB# 19-PW-031****Underground Duct Line Installation Services****UNIT PRICE LIST FOR "NORMAL" SURFACE AND SUBSURFACE CONDITIONS
UNIT GROUP DB - DIRECTIONAL BORING**

Installation of conduit utilizing the directional boring method. Unit prices to include entrance and receiving pits (if required) and all equipment and materials (other than City supplied materials) necessary for the installation of PE (polyethylene) conduit at a minimum depth of 36". Price will be by lineal foot. Pricing units to include hauling and disposal of boring slurries if applicable.

On per foot cost of adding additional pipe to the same bore, the largest pipe size will be used as the cost basis for the first pipe installed. Smaller or equal size pipe are the additions.

**UNIT PRICE LIST FOR "NORMAL" SURFACE AND SUBSURFACE CONDITIONS
UNIT GROUP DB - DIRECTIONAL BORING**

DESCRIPTION	Estimated Quantity (feet)	Unit Price	COST
Bore 1-2" HDPE, SDR 13.5 Conduit	6000	\$15.00	\$90,000.00
Bore 1-2.5" HDPE, SDR 13.5 Conduit	2000	\$15.00	\$30,000.00
Bore 1-4" HDPE, SDR 13.5 Conduit	1000	\$20.00	\$20,000.00
Bore each additional 2" HDPE, SDR 13.5 Conduit	6000	\$5.00	\$30,000.00
Bore each additional 2.5" HDPE, SDR 13.5 Conduit	500	\$5.00	\$2,500.00
Bore each additional 4" HDPE, SDR 13.5 Conduit	100	\$7.50	\$750.00
Missile 1"-2.5" Sch-40 Conduit @24" depth	500	\$9.00	\$4,500.00
Missile 1"-2.5" Sch-40 Conduit @30" depth	50	\$9.00	\$450.00
Missile 1"-2.5" Sch-40 Conduit @36" depth	50	\$12.00	\$600.00
Missile 1"-2.5" Sch-40 Conduit @42" depth	25	\$15.00	\$375.00

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Missile 3"-4" Sch-40 Conduit @ 24" depth	50	\$15.00	\$750.00
Missile 3"-4" Sch-40 Conduit @ 30" depth	50	\$15.00	\$750.00
Missile 3"-4" Sch-40 Conduit @ 36" depth	50	\$20.00	\$1,000.00
Missile 3"-4" Sch-40 Conduit @ 42" depth	25	\$20.00	\$500.00
GRAND TOTAL			

Sub Total Unit Group DB \$ 182,175.00

UNIT GROUP EA - HAND TRENCH

Hand dug trench and backfill 12" maximum width, to depth as indicated, pricing unit 1 lineal ft. of trench

DESCRIPTION	Estimated Quantity (feet)	Unit Price	EXTENDED COST
Hand trench * backfill 12" width, 24" depth	500	\$7.00	\$3,500.00
Hand trench * backfill 12" width, 30" depth	50	\$8.00	\$400.00
Hand trench * backfill 12" width, 36" depth	800	\$10.00	\$8,000.00
Hand trench * backfill 12" width, 42" depth	100	\$12.00	\$1,200.00
Hand trench * backfill 12" width, 48" depth	50	\$14.00	\$700.00
Hand trench * backfill each additional 6" in depth	50	\$ 3.00	\$150.00

Sub Total Unit Group EA \$ 13,950.00

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UNIT GROUP EB - MACHINE TRENCH (BACKHOE) 12"

Machine dug trench (with a backhoe) and backfill 12" maximum width, depth as indicated, pricing unit 1 lineal feet. of trench.

DESCRIPTION	Estimated Quantity (feet)	Unit Price	EXTENDED COST
Machine trench (backhoe) 12" width, 24" depth	500	\$6.00	\$3,000.00
Machine trench (backhoe) 12" width, 30" depth	500	\$7.00	\$3,500.00
Machine trench (backhoe) 12" width, 36" depth	8000	\$8.00	\$64,000.00
Machine trench (backhoe) 12" width, 42" depth	3000	\$10.00	\$30,000.00
Machine trench (backhoe) 12" width, 48" depth	2000	\$12.00	\$24,000.00
Machine trench (backhoe) each additional 6" in depth	500	\$3.00	\$1,500.00
Machine trench (backhoe) each additional 6" in width	500	\$3.00	\$1,500.00

Sub Total Unit Group EB \$ 127,500.00

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UNIT GROUP EC - REMOVAL & REPLACEMENT OF PAVING

These Units shall be used when site conditions require the removal and replacement of pavement. All material and labor will be by the Contractor. Pricing unit is per square foot of area removed or replaced. Pricing to include hauling and disposal of excess materials and debris.

DESCRIPTION	Estimated Quantity (Sq. ft.)	Unit Price	EXTENDED COST
Removal of asphalt pavement, 2" thick or less	500	\$ 5.00	\$2500.00
Removal of asphalt pavement, 2" thick or less	500	\$ 5.00	\$2500.00
Removal of lime rock base, 8" or less	200	\$5.50	\$1100.00
Replace lime rock base, 8" or less	200	\$5.50	\$1100.00
Removal of lime rock base, 12" or less	100	\$6.50	\$650.00
Replace lime rock base, 12" or less	100	\$6.50	\$650.00
Removal of concrete 6" thick or less	300	\$5.00	\$1500.00
Replace of concrete 6" thick or less	100	\$5.00	\$500.00
Replace concrete 6" thickness	300	\$6.00	\$1,800.00
Each additional 1" of concrete	100	\$2.00	\$200.00

Sub Total Unit Group EC \$ 12,500.00

UNIT GROUP ED - LANDSCAPING

These units shall be used for the replacement of landscaping disturbed during the work, the Contractor shall provide all sod, seed and mulch. Pricing unit is per square foot of area, **including the hauling and removal of excess material and debris.**

DESCRIPTION	Estimated Quantity (Sq. ft.)	Unit Price	EXTENDED COST
Replace sod with similar sod type	15,000 sq. ft.	\$1.25	\$18750.00
Rake, mulch and seed with grass	5,000 sq. ft.	\$0.75	\$3750.00

Sub Total Unit Group ED \$ 22,500.00

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UNIT GROUP GA - INSTALL CONDUIT UNDER 200'

Installation of conduit in advance of cable pulling in an existing trench at locations other than street crossings. Trenching charges in association with this work shall be chargeable in accordance with either Unit Group A, B, C, or D as applicable. Pricing unit 1 lineal foot of trench.

DESCRIPTION	Estimated Quantity (feet)	Unit Price	EXTENDED COST
1"-3" PVC Conduit 24" depth	300	\$1.50	\$450.00
1"-3" PVC Conduit 30" depth	50	\$1.50	\$75.00
1"-3" PVC Conduit 36" depth	500	\$2.00	\$1000.00
4"-6" PVC Conduit 36" depth	300	\$2.50	\$750.00
1"-3" PVC Conduit 42" depth	25	\$2.00	\$50.00
2"-3" PVC Conduit 48" depth	25	\$2.50	\$62.50
4"-6" PVC Conduit 42" depth	25	\$3.00	\$75.00
4"-6" PVC Conduit 48" depth	25	\$3.00	\$75.00
Each additional 1" - 3" PVC conduit in trench	500	\$1.50	\$750.00
Each additional 4"-6" PVC conduit in trench	25 each	\$2.50	\$62.50

Sub Total Unit Group GA \$ 3,350.00

UNIT GROUP GB - INSTALL ELBOWS

These units are to be used for the placement of conduit elbows/sweep and pole risers which terminate trenches. All elbows/sweeps and pole risers shall be supplied by the City. No additional charges for trenching shall be added to these unit costs for installation of conduit elbows. Pricing unit for elbows/sweeps is each installed. Pricing unit for pole risers is per foot, on concrete or wood poles.

DESCRIPTION	Estimated Quantity (each)	Unit Price	EXTENDED COST
Install 1 -90 or 45 deg. 24" radius elbow, 2"-3" PVC	500	5.00	2500.00
Install 1 -90 or 45 deg. 24" radius elbow 4" PVC	500	7.00	3500.00

Sub Total Unit Group GB \$ 6,000.00

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UNIT GROUP JB – MISCELLANEOUS

DESCRIPTION	Estimated Quantity (feet)	Unit Price	EXTENDED COST
Dewater jack & bore pit	50	\$50.00	\$2,500.00
Dewater trench less than 50'	50	\$50.00	\$2,500.00
Dewater trench 50' to 200' length	25	\$50.00	\$1,250.00
Dewater trench more than 200'	25	\$30.00	\$750.00
Installation of 40 lb. bag of concrete in trench	10	\$6.00	\$60.00

Sub Total Unit Group JB \$ 7,060.00

UNIT GROUP BGA - HAND TRENCH "DIFFICULT" SURFACE & SUBSURFACE CONDITIONS

Hand dug trench and backfill 12" maximum width, to depth as indicated, pricing unit 1 lineal foot of trench.

DESCRIPTION	Estimated Quantity (feet)	Unit Price	EXTENDED COST
Hand trench & backfill 12" width, 24" depth	50	12.00	600.00
Hand trench & backfill 12" width, 30" depth	50	14.00	700.00
Hand trench & backfill 12" width, 36" depth	50	16.00	800.00
Hand trench & backfill 12" width, 42" depth	50	18.00	900.00
Hand trench & backfill 12" width, 48" depth	50	20.00	1000.00
Hand trench & backfill each additional 6" in depth	50	10.00	500.00

Sub Total Unit Group BGA \$ 4,500.00

CONDUIT INSTALLATION

1.4-A PART A. Group Price Schedule for "Normal" Surface & Subsurface Conditions (All Sub Totals)

Total Charge, Unit Group DB - Directional Boring	\$ <u>182,175.00</u>
Total Charge, Unit Group EA - Hand Trench 12" Width	\$ <u>13,950.00</u>
Total Charge, Unit Group EB – Machine Trench (Backhoe) 12"	\$ <u>127,500.00</u>

ATTACHMENT #1

Total Charge, Unit Group EC - Removal & Replacement of Paving	<u>\$12,500.00</u>
Total Charge, Unit Group ED - Landscaping	<u>\$22,500.00</u>
Total Charge, Unit Group GA - Install Conduit Under 200'	<u>\$3,350.00</u>
Total Charge, Unit Group GB - Install Elbows	<u>\$6,000.00</u>
Total Charge, Unit Group GE - Jack & Bore Conduit	<u>\$</u>
Total Charge, Unit Group JB - Miscellaneous	<u>\$7,060.00</u>
TOTAL	<u>\$375,035.00</u>

Description - PART A	Grand Total Part A
Part A Total price for "Normal" surface & subsurface conditions (All Groups)	\$ 375,035.00

1.4-PART B. CONDUIT AND CABLE INSTALLATION

Total Price schedule for "Difficult" Surface and Subsurface Conditions
Total Charge, Unit Group BGA Hand Trench and Backfill \$ 4,500.00

GRAND TOTAL \$ 4,500.00

Description - PART B	Grand Total Part B
Part B Total Price for "Difficult" surface & subsurface conditions	\$ 4,500.00

Grand Total PARTS A, and B	Grand Total Part A, and B
Part A, and B grand total	\$ 379,535.00

Total Price in Words: \$THREE HUNDRED SEVENTY NINE THOUSAND FIVE HUNDRED THIRTY FIVE AND ZERO CENTS

ATTACHMENT #1

ADDITIONAL SERVICES:

CONDUIT INSTALLATION

1.5 LABOR AND EQUIPMENT RATES

GENERAL

The contractor is to submit with the bid submittal hourly labor and equipment rates. The City will use the information provided to determine projected costs of "extra work" and miscellaneous as needed projects.

- A. A complete listing of labor costs by classification including but not limited to laborer, electrician, cable splicer, foreman, and superintendent.
- B. A complete listing of rental equipment costs by type of equipment including but not limited to cranes, backhoes, front end loaders, trenchers, pickup trucks, flatbed trucks, dump trucks, bucket trucks, boom trucks, air compressors, mud hogs, and compactors.

CONDUIT AND CABLE INSTALLATION

1.5 PART A. LABOR RATES:

Item	Proposed Labor/Craft	Rate per Hour from 6:00 am to 6:00 pm	Rate per Hour from 6:01 pm to 5:59 am
1.	Superintendent	\$ 75.00	\$ 125.00
2.	Foreman	\$ 60.00	\$ 90.00
3.	Equipment Operator	\$ 50.00	\$ 80.00
4.	Skilled Labor	\$ 40.00	\$ 65.00
5.	Semi-Skilled Labor	\$ 30.00	\$ 55.00
6.	Common Labor	\$ 25.00	\$ 45.00
7.	Medium Voltage Journeyman Electrician	\$ 100.00	\$ 150.00
8.	Medium Voltage Apprentice Electrician	\$ 50.00	\$ 80.00
9.	Cable Splicer	\$ 75.00	\$ 125.00
10.	Lineman	\$ 125.00	\$ 175.00

CONDUIT AND CABLE INSTALLATION

- 1.5 PART B. EQUIPMENT COSTS for Unforeseeable Work Ordered (Note: Equipment cost must be included in the previous cost categories for boring, conduit installation, etc.

ATTACHMENT #1

Item No.	Equipment Description	Rate per Hour	Item No.	Equipment Description	Rate per Hour
1.	¾ or 1 ton truck	\$50.00	16	Pole trailer or cable trailer	\$50.00
2	1 ½ Ton truck	\$60.00	17	Air compressor	\$50.00
3	1 ½ Ton truck w/wench	\$125.00	18	Generator	\$50.00
4	Dump truck	\$300.00	19	2-3 inch water pump	\$25.00
5	Material hauler	\$125.00	20	Mud hen/hog pump (diaphragm type)	\$25.00
6	35 ft. bucket truck	\$250.00	21	Manhole ventilation/blower	\$25.00
7	Pole truck w/auger (Min. 12,000 lb. torque)	\$250.00	22	Acetylene torch	\$25.00
8	Loader/backhoe	\$125.00	23	Plate compactor	\$25.00
9	13/ C.Y. backhoe	\$500.00	24	Roller compactor	\$250.00
10	Crawler mounted backhoe	\$175.00	25	Asphalt roller	\$250.00
11	3 C.Y. loader	\$125.00	26	Chain saw	\$25.00
12	40 ton crane	\$500.00	27	Concrete/asphalt saw	\$25.00
13	25 ton crane	\$400.00	28	Arrow board	\$50.00
14	Trencher – 20 H.P. or less	\$75.00	29	Barricade & flashing light	\$25.00
15	Trencher – more than 20 H.P.	\$125.00	30	Light tree	\$125.00
			31	Rear lot machine	\$250.00

Company Name: BELLMORE ENTERPRISE INC

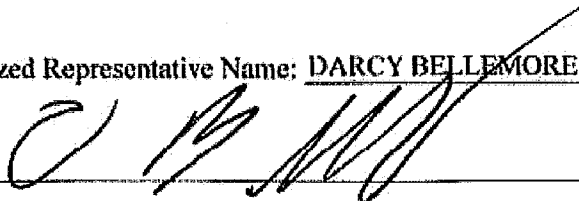
Address: 16019 REDINGTON DRIVE, REDINGTON BEACH, FL 33708

Telephone Number: (727)224-1584

Email Address: BELLMOREINC@AOL.COM

Company Authorized Representative Name: DARCY BELLMORE - PRESIDENT

Signature/Date:



08/17/2019

ATTACHMENT #2

AMENDMENT 1 TO AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND BELLMORE ENTERPRISES, INC.

THIS AMENDMENT is entered into 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 Bellmore Enterprises, Inc., 16019 Redington Drive, Redington Beach, Florida 33708, hereinafter referred to as the “CONTRACTOR”.

WHEREAS, on September 19, 2019, the City adopted Resolution 2019-135, which authorized the Agreement between the CITY and the CONTRACTOR related to ITB-19-PW-031 (Agreement); and

WHEREAS, the Agreement and ITB-19-PW-031, contemplated that the CONTRACTOR would provide underground duct-line installation services; and

WHEREAS, the CONTRACTOR has requested a rate increase for certain unit prices due to material cost increases and the parties have determined that it is in their mutual best interest to amend the Agreement to accommodate the request.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the CITY and the CONTRACTOR agree as follows:

1. Section 2, Term, is hereby amended to extend the Term through October 1, 2023.
2. Section 7, Compensation, is hereby amended to revise certain unit pricing on the schedule attached to the Agreement as Exhibit “B”. The unit pricing shall be adjusted as set forth in **Exhibit “A”** attached hereto. **Exhibit “A”** is in no way intended to alter any other term or condition of the Agreement and is only intended to provide an adjustment to those specific unit prices as indicated in **Exhibit “A”**.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

(Signatures on the following page)

ATTACHMENT #2

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment 1 effective this 17 day of may, 2022.

CITY OF MOUNT DORA



CRISSY STILE, MAYOR of the City of
Mount Dora, Florida

ATTEST:



JESSICA BURNHAM
CITY CLERK

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



Sherry G. Sutphen, City Attorney

ATTACHMENT #2

CONTRACTOR

By: [Signature]

Print: Darcy Bellemore

Title: President

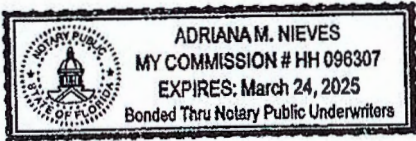
STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Darcy Bellemore, as President, of Bellmore Enterprises, 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 9th day of May, 2022.

(stamp)

[Signature]
NOTARY PUBLIC, State of Florida



ATTACHMENT #2

Exhibit "A"

PROPOSAL/BID PRICING FORM

ITB# 19-PW-031

Underground Duct Line Installation Services

Therefore, the undersigned, Hereinafter called "Bidder" hereby certifies that he/she has familiarized himself/herself with the extend of the services, and having examined carefully the scope of services herein, propose to furnish all labor, equipment, and services without exception, for the "Underground Duct-Line Installation Services". Award will be based on GRAND TOTAL (Part A, and B)

UNIT PRICE LIST FOR "NORMAL" SURFACE AND SUBSURFACE CONDITIONS

UNIT GROUP DB - DIRECTIONAL BORING

Installation of conduit utilizing the directional boring method. Unit prices to include entrance and receiving pits (if required) and all equipment and materials (other than City supplied materials) necessary for the installation of PE (polyethylene) conduit at a minimum depth of 36". Price will be by lineal foot. **Pricing units to include hauling and disposal of boring slurries if applicable.**

On per foot cost of adding additional pipe to the same bore, the largest pipe size will be used as the cost basis for the first pipe installed. Smaller or equal size pipe are the additions.

UNIT PRICE LIST FOR "NORMAL" SURFACE AND SUBSURFACE CONDITIONS

UNIT GROUP DB - DIRECTIONAL BORING

DESCRIPTION	Estimated Quantity (feet)	Unit Price	COST
Bore 1-2" HDPE, SDR 13.5 Conduit	6000	\$15.00 +\$2.00/ft NEW UNIT PRICE \$17.00	
Bore 1-2.5" HDPE, SDR 13.5 Conduit	2000	\$15.00	\$30,000.00
Bore 1-4" HDPE, SDR 13.5 Conduit	1000	\$20.00 +\$3.00/ft NEW UNIT PRICE \$23.00	
Bore each additional 2" HDPE, SDR 13.5 Conduit	6000	\$5.00 +\$2.00/ft NEW UNIT PRICE \$7.00	
Bore each additional 2.5" HDPE, SDR 13.5 Conduit	500	\$5.00	\$2,500.00
Bore each additional 4" HDPE, SDR 13.5 Conduit	100	\$7.50 +\$3.00/ft NEW UNIT PRICE \$10.50	
Missile 1"-2.5" Sch-40 Conduit @24" depth	500	\$9.00	\$4,500.00
Missile 1"-2.5" Sch-40 Conduit @30" depth	50	\$9.00	\$450.00
Missile 1"-2.5" Sch-40 Conduit @36" depth	50	\$12.00	\$600.00
Missile 1"-2.5" Sch-40 Conduit @42" depth	25	\$15.00	\$375.00

ATTACHMENT #2

UNIT GROUP GA - INSTALL CONDUIT UNDER 200'

Installation of conduit in advance of cable pulling in an existing trench at locations other than street crossings. Trenching charges in association with this work shall be chargeable in accordance with either Unit Group A, B, C, or D as applicable. Pricing unit 1 lineal foot of trench.

DESCRIPTION	Estimated Quantity (feet)	Unit Price	EXTENDED COST
1"-3" PVC Conduit 24" depth	300	\$1.50 +\$3.00/ft NEW UNIT PRICE	\$4.50
1"-3" PVC Conduit 30" depth	50	\$1.50 +\$3.00/ft NEW UNIT PRICE	\$4.50
1"-3" PVC Conduit 36" depth	500	\$2.00 +\$3.00/ft NEW UNIT PRICE	\$5.00
4"-6" PVC Conduit 36" depth	300	\$2.50 +\$3.50/ft NEW UNIT PRICE	\$6.00
1"-3" PVC Conduit 42" depth	25	\$2.00 +\$3.00/ft NEW UNIT PRICE	\$5.00
2"-3" PVC Conduit 48" depth	25	\$2.50 +\$3.00/ft NEW UNIT PRICE	\$5.50
4"-6" PVC Conduit 42" depth	25	\$3.00 +\$3.50/ft NEW UNIT PRICE	\$6.50
4"-6" PVC Conduit 48" depth	25	\$3.00 +\$3.50/ft NEW UNIT PRICE	\$6.50
Each additional 1" – 3" PVC conduit in trench	500	\$1.50 +\$2.50/ft NEW UNIT PRICE	\$4.00
Each additional 4"-6" PVC conduit in trench	25 each	\$2.50 +\$3.00/ft NEW UNIT PRICE	\$5.50

Sub Total Unit Group GA \$ 3,350.00

UNIT GROUP GB - INSTALL ELBOWS

These units are to be used for the placement of conduit elbows/sweep and pole risers which terminate trenches. All elbows/sweeps and pole risers shall be supplied by the City. No additional charges for trenching shall be added to these unit costs for installation of conduit elbows. Pricing unit for elbows/sweeps is each installed. Pricing unit for pole risers is per foot, on concrete or wood poles.

DESCRIPTION	Estimated Quantity (each)	Unit Price	EXTENDED COST
Install 1 -90 or 45 deg. 24" radius elbow, 2"-3" PVC	500	5.00	2500.00
Install 1 -90 or 45 deg. 24" radius elbow 4" PVC	500	7.00	3500.00

Sub Total Unit Group GB \$ 6,000.00

ATTACHMENT #3

SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND BELLMORE ENTERPRISES, INC.

THIS SECOND AMENDMENT is entered into by and between the City of Mount Dora, municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757 (the “CITY”) and Bellmore Enterprises, Inc., 16019 Redington Drive, Redington Beach, Florida 33708 (the “CONTRACTOR”).

WHEREAS, on September 19, 2019, the City adopted Resolution 2019-135, which authorized the Agreement between the CITY and the CONTRACTOR related to ITB 19-PW-031 Underground Duct-Line Services (the “Agreement”); and

WHEREAS, pursuant to Section 2 of the Agreement, the parties may extend the term of the Agreement when it is in the best interests of the CITY; and

WHEREAS, the Agreement and ITB-19-PW-031 contemplate the CONTRACTOR performing underground duct-line installment services at fixed unit prices; and

WHEREAS, the Agreement was previously amended on May 17, 2022, to extend the term of the Agreement and to revise certain unit pricing (“Amendment 1”); and

WHEREAS, the Agreement is scheduled to expire on October 1, 2023, pursuant to Amendment 1, and the parties have determined that it is in their mutual best interest to further extend the term of the Agreement in exchange for certain unit price increases.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, which the parties acknowledge is valuable consideration, the CITY and the CONTRACTOR agree as follows:

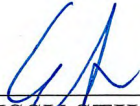
1. Section 2, Term, which was previously amended by Amendment 1, is hereby amended to extend the Term of the Agreement through October 1, 2024; and
2. Section 7, Compensation, which was previously amended by Amendment 1, is hereby amended to adopt and revise certain unit pricing as set forth in **Exhibit “A,”** attached hereto. Only those unit price revisions contained in **Exhibit “A”** are adopted by this Second Amendment. **Exhibit “A”** is not intended and shall not be interpreted to alter or adjust any other term or condition of the Agreement; and
3. All other terms and conditions of the Agreement shall remain in full force and effect; and
4. In the event of a conflict between the express terms of the Second Amendment and the Agreement or Amendment 1, the terms of the Second Amendment shall control.

[Signatures on following page]

ATTACHMENT #3

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Second Amendment effective this 17th day of October, 2023.

CITY OF MOUNT DORA



CRISSY STILE, MAYOR
City of Mount Dora

ATTEST:



Jeanann Hand
City Clerk

Approved as to form and legal sufficiency



Patrick Brackins, City Attorney

ATTACHMENT #3

CONTRACTOR

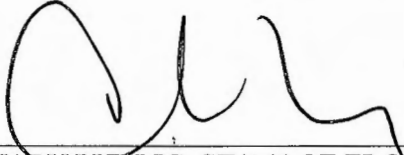
By: Bellmore Enterprises Inc

Print: DARCY Bellemore

Title: President

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Darcy Bellemore, as President, of Bellmore Enterprises Inc who personally swore or affirmed that he/she is authorized to executed this Second Amendment and thereby bind Bellmore Enterprises, Inc., who is personally known to me ☐ or who produced FL DL as identification, and who did ☐ did not ☒ take an oath this 10th day of October, 2023.


NOTARY PUBLIC, STATE OF FLORIDA

(stamp)



**PROPOSAL/BID PRICING FORM
ITB# 19-PW-031
Underground Duct Line Installation Services**

Therefore, the undersigned, Hereinafter called "Bidder" hereby certifies that he/she has familiarized himself/herself with the extend of the services, and having examined carefully the scope of services herein, propose to furnish all labor, equipment, and services without exception, for the "Underground Duct-Line Installation Services". Award will be based on GRAND TOTAL (Part A, and B)

**UNIT PRICE LIST FOR "NORMAL" SURFACE AND SUBSURFACE CONDITIONS
UNIT GROUP DB - DIRECTIONAL BORING**

Installation of conduit utilizing the directional boring method. Unit prices to include entrance and receiving pits (if required) and all equipment and materials (other than City supplied materials) necessary for the installation of PE (polyethylene) conduit at a minimum depth of 36". Price will be by lineal foot. **Pricing units to include hauling and disposal of boring slurries if applicable.**

On per foot cost of adding additional pipe to the same bore, the largest pipe size will be used as the cost basis for the first pipe installed. Smaller or equal size pipe are the additions.

**UNIT PRICE LIST FOR "NORMAL" SURFACE AND SUBSURFACE CONDITIONS
UNIT GROUP DB - DIRECTIONAL BORING**

DESCRIPTION	Estimated Quantity (feet)	Unit Price	COST
Bore 1-2" HDPE, SDR 13.5 Conduit	6000	\$15.00 +\$2.00/ft NEW UNIT PRICE \$17.00	
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Bore 1-4" HDPE, SDR 13.5 Conduit	1000	\$20.00 +\$3.00/ft NEW UNIT PRICE \$23.00	
Bore each additional 2" HDPE, SDR 13.5 Conduit	6000	\$5.00 +\$2.00/ft NEW UNIT PRICE \$7.00	
Bore each additional 2.5" HDPE, SDR 13.5 Conduit	500	\$5.00	\$2,500.00
Bore each additional 4" HDPE, SDR 13.5 Conduit	100	\$7.50 +\$3.00/ft NEW UNIT PRICE \$10.50	
Missile 1"-2.5" Sch-40 Conduit @24" depth	500	\$9.00	\$4,500.00
Missile 1"-2.5" Sch-40 Conduit @30" depth	50	\$9.00	\$450.00
Missile 1"-2.5" Sch-40 Conduit @36" depth	50	\$12.00	\$600.00
Missile 1"-2.5" Sch-40 Conduit @42" depth	25	\$15.00	\$375.00

AMENDMENT 2 - CONTRACT EXTENSION YEAR 2

All units that apply - 3" HDPE Conduit - ADD \$1.00 to the unit price

ATTACHMENT #3

UNIT GROUP GA - INSTALL CONDUIT UNDER 200'

Installation of conduit in advance of cable pulling in an existing trench at locations other than street crossings. Trenching charges in association with this work shall be chargeable in accordance with either Unit Group A, B, C, or D as applicable. Pricing unit 1 lineal foot of trench.

DESCRIPTION	Estimated Quantity (feet)	Unit Price	EXTENDED COST
1"-3" PVC Conduit 24" depth	300	\$1.50 +\$3.00/ft NEW UNIT PRICE \$4.50	
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1"-3" PVC Conduit 36" depth	500	\$2.00 +\$3.00/ft NEW UNIT PRICE \$5.00	
4"-6" PVC Conduit 36" depth	300	\$2.50 +\$3.50/ft NEW UNIT PRICE \$6.00	
1"-3" PVC Conduit 42" depth	25	\$2.00 +\$3.00/ft NEW UNIT PRICE \$5.00	
2"-3" PVC Conduit 48" depth	25	\$2.50 +\$3.00/ft NEW UNIT PRICE \$5.50	
4"-6" PVC Conduit 42" depth	25	\$3.00 +\$3.50/ft NEW UNIT PRICE \$6.50	
4"-6" PVC Conduit 48" depth	25	\$3.00 +\$3.50/ft NEW UNIT PRICE \$6.50	
Each additional 1" – 3" PVC conduit in trench	500	\$1.50 +\$2.50/ft NEW UNIT PRICE \$4.00	
Each additional 4"-6" PVC conduit in trench	25 each	\$2.50 +\$3.00/ft NEW UNIT PRICE \$5.50	

Sub Total Unit Group GA \$ 3,350.00

UNIT GROUP GB - INSTALL ELBOWS

These units are to be used for the placement of conduit elbows/sweep and pole risers which terminate trenches. All elbows/sweeps and pole risers shall be supplied by the City. No additional charges for trenching shall be added to these unit costs for installation of conduit elbows. Pricing unit for elbows/sweeps is each installed. Pricing unit for pole risers is per foot, on concrete or wood poles.

DESCRIPTION	Estimated Quantity (each)	Unit Price	EXTENDED COST
Install 1 -90 or 45 deg. 24" radius elbow, 2"-3" PVC	500	5.00	2500.00
Install 1 -90 or 45 deg. 24" radius elbow 4" PVC	500	7.00	3500.00

Sub Total Unit Group GB \$ 6,000.00

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Bellmore Enterprises, Inc. (Contractor) and the City of Mount Dora, approved under Resolution 2019-135, dated September 19, 2019, which was amended on May 17, 2022, and amended again on October 17, 2023, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.	Budget Account Number: 415-5555-580.63-01-EL2117 City Project Manager: Wayne Zimmerman
Project Amount: Total Project \$50,245.00	Contractor: Bellmore Enterprises, Inc. Contractor Project Manager: Darcy Bellmore

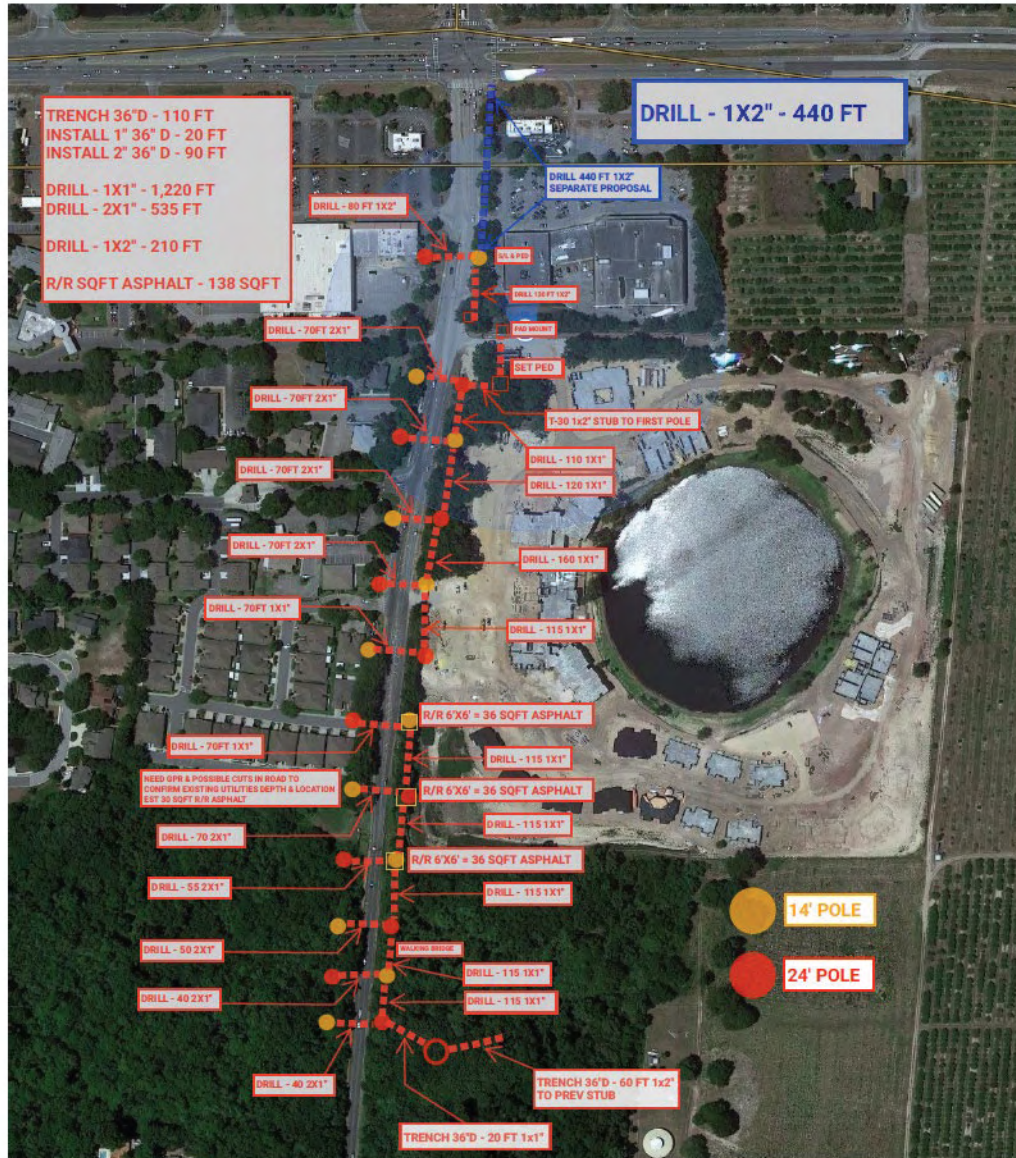
NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION AND, IF APPLICABLE, A CITY PURCHASE ORDER ARE DELIVERD TO THE CONTRACTOR.

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package shall include:</u> Exhibit A – Scope of Work Exhibit B – Compensation Exhibit C - Sub-Contractors Exhibit D – Schedule	
Recommended By: Print: Wayne Zimmerman Wayne R. Signature: Digitally signed by Date: <u>11/27/2023</u> Wayne R. Zimmerman Date: 2023.11.27 15:18:00 -05'00'	
Reviewed By: Print: <u>Steven G. Langley</u> Steven G. Langley Signature: _____ Digitally signed by Steven G. Langley Date: 2023.11.27 16:42:45 -05'00'	
CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: Darcy Bellemore	Print Name:
Signature:	Signature:
Date: 11/27/2023	Date:

EXHIBIT "A" Scope of Services

PROJECT NAME: Donnelly Street Lighting

This project proposes installation of 2,908 feet underground conduit for purposes of street lighting on Donnelly Street south of US441, north of Limit Avenue, adjacent to Waterman Village.



**EXHIBIT “B”
Compensation**

METHOD OF COMPENSATION: Hourly Rate and Fixed Fee with Not-to-Exceed Amount of \$50,245.00 for total services.

EXHIBIT “C”

Sub-Contractors

None

**EXHIBIT “D”
Schedule**

SCHEDULE OF SERVICES: CONTRACTOR shall complete the Scope of Work within 90 days of project initiation.

BELLMORE ENTERPRISES INC

INVOICE

DONNELLY STREETLIGHT PROJECT

Date: 11/10/2023

INVOICE 117

BELLMORE ENTERPRISES INC
16019 REDINGTON DRIVE
REDINGTON BEACH, FL 33708
PH: 727-224-1584
Customer ID MT DORA

Contact	Job	Payment Terms	Due Date
	DONNELLY STREETLIGHT PROJECT		

Qty	Description	Unit Price	Line Total
375 FT	DIRECTIONAL BORE 2X CONDUIT 1"	\$24.00/FT	\$9,000.00
2,225 FT	DIRECTIONAL BORE 1X CONDUIT 1"	\$17.00/FT	\$37,825.00
140 FT	TRENCH 36" DEPTH & INSTALL 1 ST CONDUIT 1"-2"	\$15.00/FT	\$2,100.00
60 FT	INSTALL ADDL 1" CONDUIT IN EXISTING TRENCH	\$4.00/FT	\$240.00
108 SF	REMOVE/REPLACE ASPHALT	\$10.00/SF	\$1,080.00
	24x STREETLIGHT BASES SET 6-7FT DEEP DUG OUT & REMOVED DIRT FROM JOBSITE RESTORED AFTER BASE PLACED COUPLER TO BASES & FEED MULE TAPE THROUGH BASES		
	1800LB MULETAPE INCLUDED IN ALL INSTALLED PIPE		
Subtotal			\$50,245.00
Sales Tax			
Total			\$50,245.00

Make all checks payable to BELLMORE ENTERPRISES INC

Thank you for your business!

BELLMORE ENTERPRISES INC 16019 REDINGTON DRIVE REDINGTON BEACH FL 33708

Phone: 727-224-1584 Email BELLMOREINC@AOL.COM



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

DATE: December 5, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Parking Shuttle Update

Introduction:

This is an opportunity for City Council to receive an update on shuttle service options as a downtown parking solution.

Discussion:

At the November 7, 2023 meeting, City Council was presented with options to provide a shuttle service between fringe areas and downtown to encourage the use of all parking resources. City Council reached a consensus to request bids through a formal solicitation (RFP) for a one-year pilot program to operate an electric vehicle or autonomous electric vehicle parking shuttle, with the option to add more days and to extend into a multi-year contract if the pilot program is successful. After researching autonomous electric vehicle parking shuttles, staff determined:

- There is a 6-month time frame associated with deployment
- Deployment readiness includes a feasibility study (approximately \$25,000)
- Autonomous vehicles operate at 15mph
- Capital, Operating, and Labor (vehicle attendants) costs are significantly more than a standard electric vehicle shuttle.

Updates will also be provided as to the time frame for the RFP and the pending uptown/downtown merchant survey.

Budget Impact:

Although shuttle frequency has not yet been determined by City Council, as a point of reference, two vehicles operating for 8 hours, 7 days a week:

- Electric vehicle shuttles are estimated at \$230,000 annually.
- Autonomous electric vehicle shuttles are estimated at \$630,000 annually.

If the City applies for the Florida Department of Transportation (FDOT) Service Development Grant in May 2024, the award could cover 50% of the funding up to three years.

Strategic Impact:

GOAL 1: Economic Development

Objective 1.4. Promote tourism by Enhancing Mount Dora as a Destination

GOAL 2: Infrastructure / Public Safety

Objective 2.1. Improve parking capacity/Identify final location

Recommendation:

Staff recommends conducting the uptown/downtown merchant survey before requesting bids through a formal solicitation for a one-year pilot shuttle program.

Attachment(s):

Prepared by: Misty Sommer, Director of Economic Development & Public Information

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

Approved - 11/29/2023

Final Approval - 11/29/2023