



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
April 2, 2024, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Proclamation for Earth Day **4**
2. Certificate of Recognition
3. Wastewater Utility Impact Fee Study Status Report (Raftelis)
4. Mount Dora Fun Fact

PUBLIC COMMENT

APPROVAL OF AGENDA

CONSENT AGENDA

1. Request Approval of a Task Authorization with Faden Builders, Inc for Rehabilitation of the South Ground Storage Tank at Water Treatment Plant No. 1 **6**
2. Request Approval to Apply for the Environmental and Climate Justice Community Change Grant and Request Authorization for the Mayor to Sign the Application Once Complete **16**

3. Request Approval of Task Authorization with Kimley-Horn and Associates, Inc. for Supply of Odor Monitoring Equipment and Related Services 24
4. Request Approval of Piggyback Agreement with American Sidewalk Management for Sidewalk Inspection, Grinding, Removal, and Repairs 31
5. Approval of Employment Contract with Vince Sandersfeld, Acting City Manager 132

ACTION ITEMS

1. Request Approval of Real Property Purchase Agreement for 308 E. 5th Avenue 136

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Approval of **Resolution No. 2024-04**, Nathan's Corner Plat (3 Duplex Lots and 3 Single-Family Lots) 146
2. Request approval of First Reading of **Ordinance No. 2024-08**, Amendment to Section 3.5 of the Land Development Code Donnelly Street Setback Requirements. 168
3. Request approval of First Reading of **Ordinance No. 2024-09**, Amendment to Section 34-127 of the Mount Dora Code of Ordinances General Employee Retirement System to Clarify Fire Chief Optional Inclusion 175
4. Request Adoption of **Resolution 2024-01**, Adoption of Cybersecurity Framework. 181
5. Request Adoption of **Resolution No. 2024-11**, Approving Fireworks Launch and closure of Grantham Point and Simpson Cove Docks Closure on May 25, 2024, Corn Festival Event 189
6. Request approval of **Resolution 2024-12**, Establishing a Charter Review ad hoc Committee 209

COMMUNICATIONS AND REPORTS

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

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

UPCOMING MEETING DATES

- April 4, 2024, 6:00 PM, Workshop
- April 16, 2024, 6:00 PM, Regular Session
- May 7, 2024, 6:00 PM, Regular Session
- May 21, 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.



PROCLAMATION

Earth Day

WHEREAS, billions upon billions of plastic waste items are choking our oceans, lakes, and rivers and piling up on land which is not only unsightly, but harmful to plants and wildlife; and

WHEREAS, plastic pollution is a very real threat with single-use plastics having a large impact; and

WHEREAS, cities can greatly influence the quality of the air, water, land, and climate through local education and regulations; and

WHEREAS, local initiatives such as recycling, eliminating single-use plastics, promoting purchase choices that are made from re-useable and upcycled materials; and

WHEREAS, implementing small changes in our daily lives such as using a re-usable water bottle, carrying personal eating utensils and straws, taking re-usable containers to restaurants for leftovers, using re-usable grocery and shopping bags, and avoiding purchases that are made with plastics and/or packaged in plastics has a big impact; and

WHEREAS, the 29th Annual Earth Day Mount Dora is a reminder of the constant need for local environmental activism, stewardship commitments, and sustainability efforts.

NOW, THEREFORE, I, Crissy Stile, Mayor of the City of Mount Dora, have the distinct honor of proclaiming April 13, 2024 as the 29th Annual Earth Day in Mount Dora, with this year's theme of "Plastics vs. Planet," and encourage all citizens, businesses, and institutions to promote the reduction and replacement of single-use plastics at public gatherings, in our businesses, schools, places of worship, homes and in our personal lives.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed this 2nd day of April, 2024.

Crissy Stile, Mayor



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

DATE: April 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Approval of a Task Authorization with Faden Builders, Inc for
Rehabilitation of the South Ground Storage Tank at Water Treatment Plant No. 1

Introduction:

This is a request for Council to approve a task authorization with Faden Builders, Inc to perform rehabilitation of the south potable water storage tank at Water Treatment Plant No. 1 (WTP#1).

Discussion:

The south potable water storage tank at WTP#1 is in need of routine maintenance, including resurfacing of the interior and exterior surfaces of the tank. This is a necessary project to extend the service life of the south potable water storage tank at WTP#1.

Budget Impact:

This project is already funded under GL#425-5555-580-6301 / WA2315.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

Council approve a task authorization with Faden Builders, Inc to perform rehabilitation of the south potable water storage tank at Water Treatment Plant No. 1 (WTP#1).

Attachment(s):

1. Task Authorization - South Ground Storage Tank Rehab

Prepared by: GEORGE MAREK, Public Works Director
Reviewed by: Aneta Barton, Budget Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, Acting City Manager

Approved - 3/20/2024
Approved - 3/27/2024
Approved - 3/27/2024
Final Approval -
3/27/2024

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between **Faden Builders Inc** (Contractor) and the City of Mount Dora, approved under Resolution, **2020-24** dated, **April 7 2020** the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Name	South Ground Storage Tank Rehab
Project Amount	\$ 408,300.11
Budget Account Number:	425-5555-580-6301 / WA2315
City Project Manager:	Johnny Reynolds
Contractor:	Faden Builders Inc
Contractor Project Manager:	Philip Rapalje

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

SUMMARY OF WORK TO BE COMPLETED

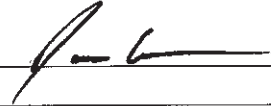
Each Task Authorization package shall include:

**Exhibit A – Scope of Work
Exhibit B – Sub-Contractors
Exhibit C – Schedule
Exhibit D – Compensation**

Recommended By:

Print: James Klein Utility Plants Manager

Date: 3-12-2024

Signature: 

Reviewed By:

Print: George Marek Public Works Director

Date: 3/12/2024

Signature: 

CONTRACTOR ACCEPTANCE

Print Name: Todd M. Faden

Signature:

DocuSigned by:

Todd M. Faden

EA608BA3BC674ED...

Date:

3/14/2024

CITY APPROVAL

Print Name:

Signature:

Date:

Exhibit A – Scope of Work

1. General Conditions

a. Project Management and Supervision

b. Mobilization/Demobilization

2. Tank Restoration and Valve Replacement

a. Remove and replace existing 20" valve with new 20" gate valve.

b. Pressure wash entire tank exterior, address all cracking, and paint exterior wall and dome with two (2)

coats of Sherwin-Williams SuperPaint at 4 mils DFT. Owner to choose color \$ 27,300.00

c. Remove corrosion from exposed reinforcing on the exterior dome, repair as necessary, and patch with

Sherwin-Williams DuraPlate 2300.

d. Remove any loose concrete and patch all spalls in the exterior dome with Sherwin-Williams DuraPlate 2300.

e. Address any spalling on the interior floor. Repair any damaged areas with Sherwin-Williams DuraPlate 2300.

f. Remove all coatings from the underside of the dome by sandblasting, resurface the underside of the

dome with Sherwin-Williams DuraPlate 2300 at 1/8" thickness and paint the underside of the dome and

top 5' of walls with one coat of Sherwin-Williams 5500 at 6 mils DFT and a top coat of Sherwin-Williams

DuraPlate UHS at 16 mils DFT.

g. Remove existing dome hatch and replace with new 4'x4' hatch curb and fiberglass hatch cover.

h. Pressure wash the existing CMU block baffle wall and apply a 1/4" thick coat of Quikrete Quikwall

fiberglass reinforced surface bonding cement. Paint the top 5' of the existing baffle wall with the same

coating system used on the dome

i. Repair the cracked and spalling gunite encasement on the inlet riser pipe by removing the damaged

gunite and apply a 1/4" thick coat of Quikrete Quikwall fiberglass reinforced surface bonding cement.

j. Sandblast the existing ductile iron piping to NACE 3/SSPC-SP 6 Commercial Blast Cleaning. Repaint with

two coats of Sherwin-Williams MacroPoxy 5500 at 6-8 mils DFT per coat.

k. Replace corroded pipe supports with new stainless steel pipe supports and install new concrete support

bosses on interior wall.

l. Install new welded aluminum safety rail on the tank dome around the hatch.

Install two tie down anchors

on opposite side of the aerator for safety tie off point.

m. Replace all interior components on liquid level indicator (LLI) and all cable and pulleys. Install new LLI

Board.

n. Remove existing coatings in existing aerator by sandblasting, patch all cracks, and recoat aerator basin

with one coat of Sherwin-Williams 5500 at 6 mils DFT and a top coat of Sherwin-Williams DuraPlate UHS

at 18 mils DFT.

o. Disinfect tank.

p. Refurbish and re-gel coat (spray) all aerator trays.

q. Re gel-coat (spray) tank offset vents.

r. Repair any leaks on aerator roof seams, re screen aerator to match GST 1 including installation of screen tracks.

s. Provide Power for construction.

Exhibit B – Sub-Contractors

PreCon Corporation
RCM Utilities

Exhibit C – Schedule

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

Proposed duration schedule:

22 weeks for material procurement

1 week for mobilization

10 weeks for GST restoration and gate valve replacement

1 week for demobilization

Exhibit D – Compensation

General Conditions	\$ 17,602.93
2. Tank Restoration and Valve Replacement	\$ 313,540.71
Subtotal	\$ 331,143.64
General Liability Insurance	\$ 4,304.87
Contingency (10%)	\$ 33,114.36
Contractor's Fee	\$ 39,737.24
Permit Fee excluded	
Performance and Payment Bond excluded	
Gross Maximum Price (GMP):	\$ 408,300.11



3/8/2024

Faden Proposal No. 24-141

James Klein
 Utilities Treatment Plants Manager
 City of Mount Dora
 510 N Baker Street
 Mount Dora, Florida 32757

RE: WTP#1 South Ground Storage Tank Rehab

Scope Summary: Furnish all labor, material, equipment, scaffolding, forms and supervision required to complete the rehab of the south Ground Storage Tank at WTP#1 per scope of work in Exhibit A. Work to start in November 2024 with advanced procurement of materials as required.

Exhibit A: Scope of Work

1. General Conditions
 - a. Project Management and Supervision
 - b. Mobilization/Demobilization
2. Tank Restoration and Valve Replacement
 - a. Remove and replace existing 20" valve with new 20" gate valve.
 - b. Pressure wash entire tank exterior, address all cracking, and paint exterior wall and dome with two (2) coats of Sherwin-Williams SuperPaint at 4 mils DFT. Owner to choose color \$ 27,300.00
 - c. Remove corrosion from exposed reinforcing on the exterior dome, repair as necessary, and patch with Sherwin-Williams DuraPlate 2300.
 - d. Remove any loose concrete and patch all spalls in the exterior dome with Sherwin-Williams DuraPlate 2300.
 - e. Address any spalling on the interior floor. Repair any damaged areas with Sherwin-Williams DuraPlate 2300.
 - f. Remove all coatings from the underside of the dome by sandblasting, resurface the underside of the dome with Sherwin-Williams DuraPlate 2300 at 1/8" thickness and paint the underside of the dome and top 5' of walls with one coat of Sherwin-Williams 5500 at 6 mils DFT and a top coat of Sherwin-Williams DuraPlate UHS at 16 mils DFT.
 - g. Remove existing dome hatch and replace with new 4'x4' hatch curb and fiberglass hatch cover.
 - h. Pressure wash the existing CMU block baffle wall and apply a 1/4" thick coat of Quikrete Quikwall fiberglass reinforced surface bonding cement. Paint the top 5' of the existing baffle wall with the same coating system used on the dome
 - i. Repair the cracked and spalling gunite encasement on the inlet riser pipe by removing the damaged gunite and apply a 1/4" thick coat of Quikrete Quikwall fiberglass reinforced surface bonding cement.
 - j. Sandblast the existing ductile iron piping to NACE 3/SSPC-SP 6 Commercial Blast Cleaning. Repaint with two coats of Sherwin-Williams MacroPox 5500 at 6-8 mils DFT per coat.
 - k. Replace corroded pipe supports with new stainless steel pipe supports and install new concrete support bosses on interior wall.
 - l. Install new welded aluminum safety rail on the tank dome around the hatch. Install two tie down anchors on opposite side of the aerator for safety tie off point.
 - m. Replace all interior components on liquid level indicator (LLI) and all cable and pulleys. Install new LLI Board.
 - n. Remove existing coatings in existing aerator by sandblasting, patch all cracks, and recoat aerator basin with one coat of Sherwin-Williams 5500 at 6 mils DFT and a top coat of Sherwin-Williams DuraPlate UHS at 18 mils DFT.

State Cert# CGC 060972

Mailing Address: 742 S Rossiter St. Mount Dora, FL 32757

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

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

www.FadenBuildersinc.com



- o. Disinfect tank.
- p. Refurbish and re-gel coat (spray) all aerator trays.
- q. Re gel-coat (spray) tank offset vents.
- r. Repair any leaks on aerator roof seams, re screen aerator to match GST 1 including installation of screen tracks.
- s. Provide Power for construction.

Qualifications and Exclusions:

- 1. Work to be completed 1st shift, M-F, no overtime is included.
- 2. The scope is limited to the items listed in Exhibit A. Any other added scope items or items required by the AHJ for permitting are excluded and will be charged as a change order.
- 3. Geotechnical testing/reports are excluded.
- 4. Dewatering is excluded.
- 5. Landscaping and irrigation are excluded.
- 6. Engineering and permitting are excluded.
- 7. Uninterrupted water for construction is excluded.
- 8. Removal of any non-loose sediment is excluded.
- 9. Bacterial testing of tank is excluded.

Exhibit B: Price/GMP Breakdown

1. General Conditions	\$ 17,602.93
2. Tank Restoration and Valve Replacement	\$ 313,540.71
Subtotal	\$ 331,143.64
General Liability Insurance	\$ 4,304.87
Contingency (10%)	\$ 33,114.36
Contractor's Fee	\$ 39,737.24
Permit Fee	excluded
Performance and Payment Bond	excluded
Gross Maximum Price (GMP):	\$ 408,300.11

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:

- 22 weeks for material procurement
- 1 week for mobilization
- 10 weeks for GST restoration and gate valve replacement
- 1 week for demobilization

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



Exhibit D: Construction Team

Owner's Representative: James Klein (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: Bryan Broomfield
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Nicole Rakes

Exhibit F: Sub-Contractors

PreCon Corporation
RCM Utilities

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

Best regards,

PHILIP RAPALJE

Philip Rapalje
Faden Builders, Inc.



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

DATE: April 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Approval to Apply for the Environmental and Climate Justice Community Change Grant and Request Authorization for the Mayor to Sign the Application Once Complete

Introduction:

This is a request for authorization to apply for the Environmental and Climate Justice Community Change Grant.

Discussion:

The Environmental and Climate Justice Community Change Grant is a 0% matching grant. Organizations may apply for up to \$20,000,000.00 in state funds to support their project. The Mount Dora Community Resource and Recreation Center is a great project for this funding. This grant encompasses community-driven projects that improve sustainability.

The project should address one or more of the following: 1. Reducing and preventing pollution. 2. Building resilience to climate change and mitigating current and future climate risks. 3. Enhancing meaningful involvement in government processes related to environmental and climate justice. 4. Expanding access to high-quality jobs and economic opportunity through workforce development; and 5. Bolstering community strength by ensuring that local residents receive the benefits of investments and have the opportunity to build on them for current and future generations. More details on the items included are in the attached document.

City staff will work with Borrelli and Partners, and the grant writer to identify items that would be included in this grant. The potential grant funding for this project could be very extensive and is worth pursuing based on the grant details and all that is included in this facility.

Budget Impact:

The Cultural Facilities Grant requires no match with up to \$20,000,000 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 Environmental and Climate Justice Community Change Grant.

Attachment(s):

1. 2023 Community Change Grants-EPA

Prepared by: Jennifer Schwarz, Operations Manager
Reviewed by: Troy Shonk, Parks & Recreation Director
Aneta Barton, Budget Director
City Attorney,
Jeanann Hand, City Clerk
Vince Sandersfeld, Acting City Manager

Approved - 3/19/2024
Approved - 3/20/2024
Approved - 3/27/2024
Approved - 3/27/2024
Final Approval -
3/27/2024



Environmental and Climate Justice Community Change Grants Program

The Community Change Grants are the final and most comprehensive piece of EPA's implementation of ECJP IRA funding. The Community Change Grants will complement grant programs that EPA launched in 2022 and 2023, including those for the Collaborative Problem-Solving, Government-to-Government, and Thriving Communities Grantmaker programs. Collectively, these programs will empower communities and their partners to design, develop, and implement multi-faceted community-driven projects

Requirement: a partnership between a CBO and one of the following: a federally recognized Tribe, a local government, or an institution of higher education. These types of partnerships for eligibility purposes are known as Statutory Partnerships.

Application Deadline: November 21, 2024 (Rolling)

Contribution Match: 0%

Total Amount Available: \$2,000,000,000

Maximum Award: \$20,000,000

Project should address one or more of the following:

1. Reducing and preventing pollution.
2. Building resilience to climate change and mitigating current and future climate risks.
3. Enhancing meaningful involvement in government processes related to environmental and climate justice.
4. Expanding access to high-quality jobs and economic opportunity through workforce development; and
5. Bolstering community strength by ensuring that local residents receive the benefits of investments and have the opportunity to build on them for current and future generations.

SEE NEXT PAGE FOR PROJECT EXAMPLES

ATTACHMENT #1

Green Infrastructure and Nature-based Solutions

- Building climate resilience and carbon sequestration through tree planting
 - o Mitigate urban heat islands through reflective surfaces and shade trees or other vegetation, including preparing planting sites and establishing and caring for trees and other vegetation.
 - o Plant trees in public spaces.
 - o Plant trees in sites that are strategically selected to shade buildings (i.e., planted within 60 feet of a building).
- Multi-benefit stormwater projects
 - o Construct permeable surfaces, collection basins, rain gardens, bioswales and other green infrastructure.
 - o Restore and / or protect wetlands.
 - Improve urban forest site(s) to create new or more functional planting locations for trees and other vegetation, such as bioswales, which contribute to:
 - Greening to protect and conserve community lands and water;
 - Watershed protection that supports sensitive wildlife habitat and enhances water access.; and / or
 - Replacement of concrete or pavement and restoring spaces to more natural conditions to restore water to the community, reduce flooding, and improve public greenspace.
- Public parks and open spaces
 - o Create new parks or enhance / expand existing parks to provide climate resilience benefits like heat island reduction and flood mitigation or other demonstrable environmental benefits.
 - o Green existing schoolyards to protect vulnerable populations by adding nature-based solutions

Mobility and Transportation Options for Preventing Air Pollution and Improving Public Health and Climate Resilience

- Construct new, expanded, or enhanced bikeways, walkways, or non-motorized urban trails that reduce vehicle miles traveled and related air pollution by providing safe routes for zero-emission travel between residences, workplaces, commercial and community centers, and schools.
- Implement “Complete Streets” projects to improve walkability, bike-ability, and transit use, including improved access for people with disabilities. projects to improve walkability, bikeability, and transit use, including improved access for people with disabilities that reduce vehicle miles traveled and related air pollution.
- Implement climate resilience measures on bikeways or trailways such as raising the elevation or installing permeable pavers to reduce flooding or increasing shade coverage to mitigate extreme heat.

ATTACHMENT #1

- Conduct the measurement, analysis, design, planning and engineering work necessary to submit a competitive application for state and / or federal funding that will fund large-scale improvements (larger than this competition is able to fund) to significantly reduce a community's Greenhouse Gas (GHG) emissions and / or improve climate resilience.
- Purchase, lease, or contract for the use of zero-emission vehicles for community car sharing, vanpooling, ride-sharing, and related mobility options.
- Purchase, construct, and / or install infrastructure, equipment, or facilities to create and / or support low or zero-emission transportation options.

Energy-Efficient, Healthy, Resilient Housing and Buildings

- Install energy efficiency measures such as insulation, double or triple glazed windows, “cool roofs” that reflect sunlight, and energy management systems in public buildings.
- Install ventilation systems to help improve indoor air quality during pollution-related events such as wildfires.
- Install or retrofit homes or multi-family housing with higher-efficiency electric heating, cooling, and cooking systems (e.g., heat pumps, heat pump water heaters, electric and induction stoves, electric clothes dryers).
- Reduce heat island effects by installing cool roofs on homes, multi-family housing, or public buildings.
- Implement other similar projects qualified under HUD's Green and Resilient Retrofit Program (GRRP). Note that applicants who have received or will receive HUD funding under this program must have internal controls in place to ensure that the same costs are not charged to more than one Federal grant.

Microgrid Installation for Community Energy Resilience

- Construct microgrid infrastructure.
- Install microgrids with onsite renewable energy generation and storage.
- Install ancillary energy infrastructure necessary to support microgrids.
- Install other energy infrastructure for microgrid operations.

Community Resilience Hubs

- Assess the most acute climate risks facing a community (e.g., extreme heat, flooding, wildfire), identify where the community has gaps in its resilience strategy, then design a plan to mitigate specific risks by creating or upgrading community facilities to serve as resilience hubs that remain operable during an emergency.
- Purchase and install backup power equipment such as generators or onsite solar and storage at one or more resilience hubs.
- Implement structural and non-structural retrofits to enhance the resilience of the hub (e.g., raise the building elevation to reduce flood risk, improve cooling systems and / or insulation to reduce

ATTACHMENT #1

extreme heat risk).

- Implement wildfire mitigation measures such as retrofitting the hub to reduce flammability, creating a defensible space between the hub and its surrounding environment, and installing air filtration equipment to reduce the risks of smoke inhalation.
- Purchase and install communications devices that can operate even with loss of local power and telecommunications systems.

Brownfields Redevelopment

- Build and / or upgrade existing structures and sites to improve community use while reducing GHG emissions and / or improving climate resilience.
- Implement greening efforts (tree-planting, park construction or renovations, community garden developments, etc.) that mitigate GHG emissions and / or improve climate resilience.
- Install low or zero emission energy infrastructure such as solar and storage.
- Conduct deconstruction and green demolition activities to support adaptive reuse or new construction. Applicants can refer to EPA's Climate Smart Brownfields Manual for information about green demolition activities.
- Acquire land to enable a brownfield redevelopment that has emissions mitigation and / or climate resilience benefits.

Waste Reduction and Management to Support a Circular Economy

- Implement a community-scale composting program to reduce emissions from food waste that includes an educational campaign to inform Project Area residents about climate benefits of reducing food waste.
- Implement a community-scale recycling program.
- Reduce emissions from food waste by implementing programs that distribute unused food to project area residents.

Workforce Development Programs for Occupations that Reduce GHG Emissions and Air Pollutants

This strategy allows applicants to propose workforce development programs that will help reduce GHG emissions and other air pollutants to benefit disadvantaged communities.

Indoor Air Quality and Community Health Improvements

- Remediate or mitigate harmful substances in buildings, including lead, mercury, pesticides, radon, mold, PCBs (caulk, flooring, etc.), lead-based paint, asbestos, and other toxic substances.
- Install, upgrade, or replace HVAC and / or filtration systems that improve indoor quality in schools, community-serving buildings, and single-and-multifamily homes. These upgrades may be done in conjunction with climate strategies that reduce building GHG emissions.

ATTACHMENT #1

- Equip community centers and community buildings in agricultural worker communities with decontamination stations (e.g., publicly available shower and laundry stations) to eliminate takehome pesticide exposures.
- Purchase equipment that can enable “do-it-yourself” upgrades using research-based methods, to distribute within communities impacted by smoke.
- Replace wood heaters that do not meet EPA’s New Source Performance Standards with more efficient, cleaner heaters certified by EPA, and independently verified to meet (or to have emissions below) the most stringent Step 2 emission reduction standards described in Standards of Performance for New Residential Wood Heaters, New Residential Hydronic Heaters, and Forced Air Furnaces heaters

Outdoor Air Quality and Community Health Improvements

- Reduce exposure from mobile and stationary sources by:
 - o developing or expanding vegetative barriers.
 - o creating alternate truck route programs to decrease impacts to sensitive communities.
 - o providing grants, rebates, or subsidies for households, small businesses, public partners, and community organizations to replace portable diesel equipment such as leaf blowers and lawn mowers with zero-emission alternatives.
 - o retrofitting spray booths in local small businesses to reduce VOC contamination from auto body painters.
 - o providing grants, rebates, or subsidies for backup battery systems to replace diesel backup generators in homes, public facilities, or small businesses.
- Implement sustainable construction practices such as minimizing dust and emissions during building projects (e.g., electrify equipment, cover construction sites, utilize water sprays, properly manage waste).
- Replace toxic play surfaces that emit harmful pollutants (e.g., tire crumb and certain turfs at schools, community playgrounds, and fields) with non-toxic, permeable options to provide safe places for children to play.
- Develop other policies that promote reductions in air pollution from transportation such as land use and zoning policies that enable households to live in affordable, dense, and vibrant communities within urban and rural areas.

Clean Water Infrastructure to Reduce Pollution Exposure and Increase Overall System Resilience

- Perform targeted infrastructure upgrades such as:
 - o Replacing private-side lead lines in a home, childcare facility, school, or other community serving building during full lead service line replacement
 - o Septic to sewer conversions that connect homes to nearby community water systems.
 - o Installing working water fountains at schools and parks where there are no fountains or they are inoperable, malfunctioning, or contaminated.

ATTACHMENT #1

- o Installing water conservation and efficiency technologies that will allow utilities to better monitor and reduce energy consumption onsite.
- o Installing water reuse technologies that allow for system decreases in both energy and water use efficiencies through water capture, loss prevention, and closed loop approaches.
 - Prepare and apply for state and / or federal water infrastructure funding to address larger community needs (e.g., a leak detection and pipe replacement plan, a PFAS action plan, or upgrades to water and wastewater treatment facilities that reduce pollution) by:
 - o Assessing the problem through water sampling and monitoring.
 - o Developing a plan, which could include the necessary design and engineering work.
 - o Preparing an application for federal funding to one of several sources such as to EPA's State Revolving Loan funds.
 - Provide emergency interventions such as:
 - o providing recurring point-of-use filters while communities await lead service line replacement.
 - o providing alternate water supplies for communities and buildings that have contaminated water (PFAS, lead, PCBs, arsenic, nitrates, etc.) in communities with contaminated water systems.
 - o adopting facility procedures or system upgrades that allow for service flexibilities, mobility, and continuity in the event of an emergency due to climate-related disaster events.

Safe Management and Disposal of Solid and Hazardous Waste

- Purchase equipment for hazardous waste sampling to determine classification.
- Collect, process, recycle, or otherwise dispose of household hazardous waste and electronics programs and infrastructure.
- Conduct compliance oversight for the collection, processing, recycling, storage and disposition of household hazardous waste and electronics.
- Develop or expand hazardous waste collection, recycling, and safe recycling programs and infrastructure.
- Develop or expand safe disposal technologies for hazardous waste.
- Reduce demand for single-use plastic products (by installing public water bottle refill stations and water fountains or implementing community and city-scale water reuse and refill systems), and phasing out single-use products that may be unnecessary.



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

DATE: April 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Approval of Task Authorization with Kimley-Horn and Associates, Inc. for Supply of Odor Monitoring Equipment and Related Services

Introduction:

This is a request for Council to approve a task authorization with Kimley-Horn and Associates, Inc. for the supply of odor monitoring equipment and related services. The odor monitoring equipment and certain analytical services are needed to implement the odor control plan required by FDEP Consent Order, OGC No. 23-0151.

Discussion:

The City's odor control plan will be implemented by deploying twelve (12) hydrogen sulfide sensors along with four (4) mercaptan sensors and five (5) Tedlar air sample bags. The Tedlar bags are used to take air samples which will be sent to a laboratory for analysis to determine the chemical constituents captured with the bag.

Budget Impact:

The task authorization is in the amount of \$127,260.00 and includes a 20% contingency for use in the event any of the equipment fails and requires replacement during the term of the 180-day monitoring period.

The odor control activities in relation to the Consent Order from FDEP were not budgeted and will be part of the Mid-Year Budget Amendment on April 16th Regular Council Meeting.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

City Council to approve task authorization with Kimley-Horn and Associates, Inc. for the supply of odor monitoring equipment and related services and authorize the Mayor to sign on behalf of the City Council.

Attachment(s):

1. TA_OdorMonitoringEquipment_240314

Prepared by: GEORGE MAREK, Public Works Director

Reviewed by: Aneta Barton, Budget Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, Acting City Manager

Approved - 3/15/2024

Approved - 3/21/2024

Approved - 3/21/2024

Final Approval - 3/22/2024

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Kimley-Horn and Associates, Inc. (Contractor) and the City of Mount Dora, approved under Resolution 2018-170, dated October 4, 2018, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Name: FDEP Consent Order, OGC No. 23-0151 – Purchase of Odor Logging Equipment

Project Amount: \$127,260.00

Budget Account Number:
421-5555-580.64-01

City Project Manager:
Johnny Reynolds

Contractor:
Kimley-Horn and Associates, Inc.

Contractor Project Manager:
Steve Romano, PE

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

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

**Exhibit A – Scope of Work
Exhibit B – Sub-Contractors
Exhibit C – Schedule
Exhibit D – Compensation**

Recommended By:

Print: James Klein

Signature: 

Date: 3/14/2024

Reviewed By:

Print: George Marek

Signature: 

Date: 3/14/2024

CONTRACTOR ACCEPTANCE

Print Name: Brent Lenzen

Signature:

DocuSigned by:

Brent Lenzen

Date: 3/14/2024

60E91125A33441A...

CITY APPROVAL

Print Name:

Signature:

Date:

Exhibit A – Scope of Work

Project Understanding

Kimley-Horn is currently working with the City under purchase order 24-00867 on the odor control plan. This contract is an amendment to that purchase order for purchase of the associated equipment identified in the approved odor control plan and identified in this scope. At the conclusion of this project, all purchased equipment will be turned over to the City of Mount Dora.

Task 1: H2S Monitoring Equipment

This task includes twelve (12) Acrulog ppb sensors that are battery powered. This cost includes the equipment, shipping, taxes, and handling costs for ordering and setting up the units.

Task 2: Mercaptan Monitoring Equipment

This task includes four (4) Toxirae Pro sensors that are battery powered. This cost includes the equipment, shipping, taxes, and handling costs for ordering and setting up the units.

Task 3: Tedlar Bag Sampling

This task includes five (5) Tedlar bags with air pump rental and lab analysis costs. This cost includes the equipment, shipping, taxes, and handling costs for ordering and setting up the units.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our current hourly rates. Additional services that are not provided in this scope include:

- a. Any equipment or replacement of equipment not included in the scope.

Exhibit B – Sub-Contractors

None.

Exhibit C – Schedule

Kimley-Horn will complete the tasks at the below schedule:

Task	Completion Date
1 H2S Sensors	Within 30 days of NTP
2 Mercaptan Sensors	Within 30 days of NTP
3 Tedlar Bags	As needed

Exhibit D – Compensation

Kimley-Horn shall provide the services described for the base lump sum fee of \$106,050, with an additional contingency of \$21,210 for a total contract value of \$127,260.

Task	Fee
1 H2S Monitoring Equipment	\$69,300
2 Mercaptan Monitoring Equipment	\$15,450
3 Tedlar Bag Sampling Equipment	\$7,500
Equipment handling and installation (15%)	\$13,800
Contingency (20%)	\$21,210
Total:	\$127,260

Lump sum fees will be invoiced based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.



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

DATE: April 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Approval of Piggyback Agreement with American Sidewalk Management for Sidewalk Inspection, Grinding, Removal, and Repairs

Introduction:

This is a request for Council to approve a piggyback agreement with American Sidewalk Management for inspection, grinding, removal, and repairs of damaged sidewalk for safety and compliance with Americans with Disabilities Act requirements.

Discussion:

Public Works will provide American Sidewalk Management with a list of priority, most severely damaged, sidewalk locations to get started this fiscal year. Based on production rates achieved this year, we will request budget funding for the next fiscal year to complete sidewalk repairs throughout the City.

Sidewalk damage is a normal process that results from tree root intrusion and lifting, breakage due to heavy loads, expansion and contraction due to temperature fluctuation, among other things. In subsequent years, American Sidewalk Management will perform ongoing maintenance of our sidewalks for safety and ADA compliance. Taking care of our sidewalks early and on a regular basis will make our streets safer and less costly to maintain over time.

Budget Impact:

Currently, the Sidewalk ADA Compliance R&R account GL#310-5555-580.63-01-PW2415 has approximately \$95,000 remaining. We plan to spend the funds available for sidewalk repair this fiscal year on this contract before October.

We will request budget funding for Fiscal Year 24/25 sufficient to cover sidewalk repairs for the entire City based on production rates we experienced this fiscal year.

Strategic Impact:

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

Objective 2.4. Sustain City Infrastructure

Recommendation:

Council approve a piggyback agreement with American Sidewalk Management for sidewalk inspection, grinding, removal, and repairs.

Attachment(s):

1. Piggyback Agreement 2024 - American Grinding
2. IFB23-0119 - Executed Contract Sidewalk Inspection Grinding Removal Repairs - Copy

Prepared by: GEORGE MAREK, Public Works Director

Reviewed by: Aneta Barton, Budget Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, Acting City Manager

Approved - 3/20/2024

Approved - 3/27/2024

Approved - 3/27/2024

Final Approval -

3/27/2024

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 American Grinding Company, LLC dba American Sidewalk Management, 1425 Coit Avenue NE, Suite #200, Grand Rapids, Michigan 49505, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest utilize the Sidewalk Inspection, Grinding, Removal & Repairs Continuing Services Contract between the City of Orlando, Florida, and the CONTRACTOR (the “Underlying Agreement”), April 27, 2023, and attached hereto as **Exhibit “A”** and made a binding part hereof by this reference, hereinafter referred to as “Cooperative Contract,” which was competitively solicited for and negotiated by the City of Orlando, Florida through Invitation to Bid – IFB23-0119; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the services required by the CITY for the same pricing set forth in the Underlying Agreement; and,

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

SECTION 1. TERM.

The term of this Agreement shall extend from the date of execution through and including one (1) year, until March 19, 2025, and is subject to four (4) additional twelve (12) month renewals.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the CITY as set forth in the Exhibit “A” attached hereto, which consists of the Underlying Agreement and its exhibits, including pricing.

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: Patrick Brackins, Esquire
Shepard, Smith, Kohlmyer & Hand, P.A.
2300 Maitland Center Pkwy; Suite 100
Maitland, Florida 32751

CONTRACTOR: American Grinding Company, LLC
c/o Joel Van Veen, President
1425 Coit Avenue NE, Suite #200
Grand Rapids, Michigan 49505

SECTION 5. APPLICABLE LAW, VENUE, WAIVER OF 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 exclusively lie in state or federal courts having jurisdiction in Lake County, Florida. **The parties hereby knowingly and voluntarily 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
CLERK@MOUNTDORA.GOV**

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

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

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this __ day of _____, 2024.

CITY OF MOUNT DORA

CRISSY STILE
MAYOR of the City of Mount Dora,
Florida

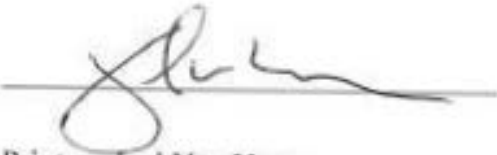
ATTEST:

JEANANN HAND
CITY CLERK

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

Patrick Brackins
City Attorney

American Grinding Company, LLC dba
American Sidewalk Management



Print: Joel Van Veen

Title: President

STATE OF FLORIDA

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of Joel Van Veen, as President of American Grinding Company, 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 Michigan Drivers License as identification, and who did/did not take an oath this 7th day of March, 2024.

(stamp)



NOTARY PUBLIC



Exhibit “A”
Cooperative Contract between the
City of Orlando, FL and American Grinding Company, LLC
dba American Sidewalk Management and its exhibits



CITY OF ORLANDO INVITATION FOR BID (IFB)

DATE OF ISSUE: JANUARY 30, 2023

IFB DUE DATE: MARCH 2, 2023

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

BID DELIVERY LOCATION: City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801
Bid opening held at same location.

IFB TITLE: SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS

IFB NO: IFB23-0119
(IFB NUMBER MUST BE PLACED ON FRONT OF ENVELOPE)

THIS IS NOT AN ORDER

DIRECT ALL INQUIRIES TO: SILVIA COSTE, CPP, SENIOR PURCHASING AGENT
Phone: (407) 246-2216
Email: silvia.coste@orlando.gov

BUSINESS NAME & ADDRESS

American Grinding Company, LLC d/b/a

American Sidewalk Management

Business Name

1425 Coit Ave NE, Suite #200

Address

Grand Rapids, MI 49505

City, State, Zip

(888) 556-7344

Telephone Number

info@sidewalkmgmt.com

Business Email Address

CONTACT INFORMATION

Joel Van Veen

Name of Contact Individual

1425 Coit Ave NE, Suite #200

Contact Address

Grand Rapids, MI 49505

Contact City, State, Zip

(888) 556-7344

Contact Telephone Number

joel@sidewalkmgmt.com

Contact Email Address

TABLE OF CONTENTS:

	<u>PAGE</u>
INVITATION TO BID	3
INSTRUCTION FOR SUBMITTING BID	4
SUBMITTAL REQUIREMENT CHECK LIST	7
INVITATON FOR BIDS AWARD INFORMATION	8
NON-MANDATORY PRE-BID CONFERENCE	9
NON-MANDATORY PRE-BID CONFERENCE ATTENDANCE NOTIFICATION	10
SPECIFICATIONS	11
SPECIAL CONDITION CLAUSES	20
GENERAL CONDITIONS	23
STANDARD TERMS AND CONDITIONS	24

FORMS AND SUBMITTAL DOCUMENTS:

SOLICITATION COVER PAGE	1
BID PRICE FORM(S)	48
BIDDER'S CERTIFICATION	49
CONFLICT OF INTEREST DISCLOSURE FORM	50
CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES	51
CONTRACT AND ACCEPTANCE FORM	52
BIDDERS QUESTIONNAIRE	53
WITEN QUESTION (S) FORM	55
ADDENDUM ACKNOWLEDGMENT FORM	56
NO-BID RESPONSE FORM	57
BIDDER'S EQUIPMENT LIST FORM	58

ATTACHMMENT "A"

SUPPLEMENTARY CONDITIONS	59
--------------------------------	----

INVITATION FOR BIDS

The City of Orlando, Florida, will electronically receive sealed bids through the Procurement and Contracts Division, for **IFB23-0119, Sidewalk Inspection, Grinding, Removal & Repairs** until 2:00 p.m., local time, on **March 2, 2023**, at which time bids will be opened and publicly virtually read. This work is a service contract for the Sidewalk Trip Hazard Remediation and Condition Survey for the City of Orlando (City).

Plans, Specifications & Contract Documents will be open to public inspection after **2:00 p.m. on January 30, 2023**. If you have any questions you may contact the Procurement & Contracts Division, City Hall (phone #407-246-2291). Plans, Specifications & Contract Documents may be obtained from the City's VendorLink website at the following web link: <https://vendorlink.cityoforlando.net/common/default.aspx>.

Bids must be accompanied by a bid bond, certified check or cashier's check made out to the City of Orlando, or other security as provided by law, in an amount not less than 10% of the total base bid.

A Non-Mandatory Pre-Bid (MS Teams) Teleconference will be held, **February 13, 2023 at 10:00 a.m.**, the conference line number is 1-321-247-568 , **ID:734607311#**. You must press the # key immediately after entering the id number.

Refer to the solicitation for more information on the bidding process. All questions about this solicitation must be submitted in writing and received by the Procurement and Contracts Division before **5:00 p.m., local time, on February 17, 2023**. Answers will be issued in the form of an Addendum to the solicitation.

Living Wage

CONTRACTOR is required to pay its workers, as well as its subcontractors providing services pursuant to a contract with the CITY, a living wage for the time spent providing services to the CITY. (This provision does not include general administrative personnel unless they are assigned to a CITY project.) "Living wage" means compensation for employment of not less than \$15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. This provision shall apply to all bid and proposal awards for services which involve CITY expenditures that exceed \$100,000.00 per year.

Performance and Payment Bond

A performance and payment bond is not required for the total contract amount of this Bid.

A performance and payment bond will be required if any specific job is estimated to cost more than Two Hundred Thousand Dollars (\$200,000.00), in accordance with Florida Statutes Section 255.05.

The City reserves the right to waive the bond requirement at any time for any specific job of \$200,000.00 or less. However, at the City's discretion, there may be times that a bond will be required for jobs of \$200,000.00 or less.

When a Payment and Performance Bond is required for a specific job, such bond shall be acquired and delivered to the City within fifteen (15) days of notice from the City that a bond is required. Upon notice from the City that a bond is required no further work under the contract shall be undertaken until such time as a bond in conformance with this Section has been delivered to the City.

If required, all bonds shall be in accordance with statutory bond provisions in Florida Statutes and all other applicable laws. All bonds shall be executed by such sureties as are licensed to conduct business in the state of Florida and, except as otherwise provided by applicable laws and regulations, 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 the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of its authority to act.

**INSTRUCTIONS FOR SUBMITTING BID
IN RESPONSE TO INVITATION FOR BIDS FOR THE
IFB23-0119, SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS**

A. ELECTRONIC SUBMITTAL:

This solicitation must be submitted electronically. Paper responses will be deemed non-responsive.

Instructions for submitting a bid:

1. Once you have logged into your VendorLink account, go to the solicitation on which you want to bid, then click on "Create a Quote/Bid."
2. Upload the bid to VendorLink.
3. Verify that your uploaded document is complete.
4. To submit the final Quote/Bid, click on the "Submit" button at the bottom of the page, and then click "OK" at the top of the page.
5. If successfully submitted, a confirmation pop-up will appear at the bottom of the page.
6. A **Draft** Status means your bid has been saved but not yet submitted. The quote/bid response will not be considered as a submitted response in the system for this bid solicitation.

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

Notwithstanding any provision of this Addendum or the Solicitation to the contrary, persons with disabilities needing a special accommodation to submit a bid response or participate in this solicitation should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801, telephone number (407) 246- 2291, not later than four (4) days prior to the submittal date for accommodations related to the submittal, or four (4) days prior to the date on which any other accommodation is needed.

B. PRE-BID MEETING MS TEAMS PLATFORM:

The Prebid meeting will be held via MS Teams, the call-in number is **1-321-247-7568**, Conference **ID:734607311**# you must press the # key right after the id number.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTM5MjhiOGYtN2QzYy00NTA1LWEyYmYtYjAwYWYwNjg2Zjlh%40thread.v2/0?context=%7b%22id%22%3a%227594da9b-294b-4acf-913b-d159ae921564%22%2c%22Oid%22%3a%223dc3147e-b3e2-452b-bf4d-416f9a614cc0%22%7d

C. VIRTUAL SOLICITATION OPENING:

Given the current situation with COVID-19 and the need for social distancing, the solicitation opening meeting information is as follow:

Instructions to join the solicitation opening virtual meeting:**1. Sign up for a free Zoom account**

Go to **zoom.us/signup** and enter your email address to create a free account with Zoom web conferencing. You'll receive an email from Zoom where you will click on a link to activate your account. If you already have a Zoom account, skip to step #3 below.

2. Choose your device and download Zoom

You can use a smart phone, tablet, laptop, or desktop computer. After signing up, visit **zoom.us/download** and download the "Zoom Client for Meetings" onto your computer. On mobile devices, search your app store for the free Zoom app and download it. Make sure to allow some extra time for the install before joining your first meeting. If you do not have one of the devices just mentioned, you can also call in to the meeting. If you cannot download Zoom and need to connect via web browser, you can use the Zoom web client (more info on browser compatibility visit **bit.ly/zoomwebinfo**).

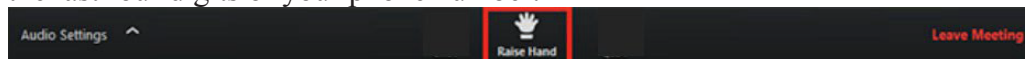
3. Join the virtual meeting

a. This is the public link: <https://orlando-gov.zoom.us/j/84693841218>

b. Call in number: +1 305 224 1968 Webinar ID:84693841218

c. **Provide live public comment**

Use the "Raise Hand" feature to request to speak. If you have called in you can raise your hand by pressing *9. If you do this you will be called on to speak using the last four digits of your phone number.



D. PREPARATION OF BIDS:

1. Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the bidder's risk.
2. All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed by the bidder and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
3. Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he/she makes an entry.
4. Unit prices for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.
5. Although the City generally awards bids based on a "lump sum" basis to the responsive and responsible bidder submitting the lowest total bid, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

Note: For purposes of this bid, **IFB23-0119, Sidewalk Inspection, Grinding, Removal & Repairs**, Bidders shall enter a unit price for all line items listed in the Electronic Bid Form. To be considered for a contract award, the Bidder must submit a value greater than zero for **all items**. Contract award(s), if made, shall be based on the total bid price of all items.

SUBMITTAL CHECK LIST:

Bidders should use the following bid check list of standard forms which are to be completed and returned as part of your bid submittal. Failure to complete and return required forms may result in your bid being non-responsive and not considered for award.

Additional forms/items may be required to be submitted under the terms of this Invitation for Bids which are not listed below; therefore, it is the bidder's responsibility to read and understand the provisions of this Invitation for Bids.

<u> X </u>	Solicitation Cover Page.
<u> X </u>	W9. See Attachment A
<u> X </u>	Bid Form.
<u> X </u>	Bidders Certification Form.
<u> X </u>	Conflict of Interest Disclosure Form.
<u> X </u>	Certification Regarding Prohibition Against Contracting with Scrutinized Companies.
<u> X </u>	Contract and Acceptance Form.
<u> X </u>	Bidder's Questionnaire.
<u> X </u>	Letter(s) of Intent, find in the Supplementary Conditions. See Attachment A
<u> X </u>	Veteran Business Enterprise Participation Form, find in the Supplementary Conditions.
<u> X </u>	Addendum Acknowledgment Form: It is the bidder's responsibility to contact the City's Procurement and Contracts Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid. If you have downloaded this bid from the Internet, please ensure that you also download all such addenda. (If applicable)

Special Items:

<u> X </u>	1. Bid Security (10%) See Attachment A
<u> X </u>	2. Bidders Equipment List See Attachment A & B
<u> X </u>	3. FDOT Qualification in Intermediate Maintenance of Traffic Control See Attachment A

NOTE:

Certificate of Insurance: Within seven (7) days of a notification of intended award, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City.

Written Question(s) Form: Written questions must be received by **5:00 P.M. Local time** before, February 17, 2023.

INVITATION FOR BIDS AWARD INFORMATION:

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

1. Bid documents are available for download from the eSupplier website:

You may access solicitation information by visiting the City's eSupplier website by copying the following link in your web browser:

<https://vendorlink.cityoforlando.net>

2. You may also call the Procurement and Contracts Division at (407) 246-2291, during normal business hours, to request a solicitation and other related information.

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

We appreciate your interest in doing business with the City Beautiful and wish you much success with your business ventures.

NON- MANDATORY PRE-BID CONFERENCE:

All prospective bidders are invited to attend a **Non-Mandatory** Pre-Bid Conference Via Microsoft Teams:

February 13, 2023 at 10:00 A.M. Local Time, City of Orlando, FL

Teams Call in Number 1-321-247-7568, ID:734607311#

The purpose of the Pre-Bid Conference is to provide and solicit information relative to the scope, purpose, nature and extent of the work, and any local conditions, which may affect the work and its performance. Submission of a bid shall constitute an acknowledgment by the bidder that it has thoroughly examined and is familiar with the **INVITATON FOR BIDS.** The failure or neglect of a bidder to examine the **INVITATON FOR BIDS.** shall in no way relieve the bidder of any obligations with respect to either its bid or the **INVITATON FOR BIDS.** No claim for additional compensation will be allowed which is based upon a lack of knowledge of the **INVITATON FOR BIDS.**

NON-MANDATORY
PRE-BID CONFERENCE ATTENDANCE NOTIFICATION:

February 13, 2023 at 10:00 A.M. Local Time, City

of Orlando, FL., Microsoft Teams Platform

Conference Call in Number 1-321-247-7568

ID:734607311# You must press the # key right

after the id number.

Please return this form by: Thursday, February 9, 2023.

City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801
Telephone: (407) 246-2291
Fax: (407) 246-2869

PLEASE CHECK:

 X We plan to attend

Name of Representatives who will attend

1. Joel Van Veen
2. _____
3. _____

 X A list of questions or statements for discussion at the Pre-Bid Conference is attached. (Please use **“WRITTEN QUESTION(S) FORM”** as indicated in the Table of Contents).

_____ We do not plan to attend, but will be submitting a response.

_____ We do not plan to attend and will not be submitting a response because:

Signature

President

Title

American Grinding Company, LLC d/b/a American Sidewalk Management

Name of Company

February 8, 2023

Date

**SPECIFICATIONS FOR
IFB23-0119, SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS**

I. GENERAL

A. This work is a service contract for the Sidewalk Trip Hazard Remediation and Condition Survey for the City of Orlando (City). The initial Contract time will be for a period of one year (12 months) with up to four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months. The Work includes surveying all sidewalks in the City, documenting trip hazards, damaged sidewalks, and grinding raised joints and uneven cracks. Replacing damaged sidewalk panels is not part of the Work. Staff in the Streets and Stormwater Division will designate initial Work Areas for the Contractor to begin work, but the Contractor will be responsible for surveying and reporting repair needs for the City sidewalks as determined by the City of Orlando Streets and Stormwater Division. The minimum grinding rate is to be no less than 500 linear feet per day and have an average range of 250 to 350 linear feet per day.

B. The estimated annual expenditure is \$800,000.00.

C. These specifications cover the Contractor's requirements for sidewalk grinding and reporting of trip hazards ¼ inch and greater. A trip hazard may include: cracks, separations, and or raised edges in the sidewalk surface that have a minimum of ¼ inch difference in elevation across the crack or edge. The reports will become part of the City's sidewalk hazard inventory.

D. The Work described in each item includes the Contractor furnishing of all materials, equipment, supplies, and tools, along with the performance of all labor and services, and all incidentals necessary to complete the repairs and reports associated with sidewalk trip hazards within the City.

E. The Contractor shall have a minimum of three (3) years experience in sidewalk grinding. References shall include projects in the State of Florida during the last three (3) years that involve sidewalk grinding and trip hazard remediation.

F. The Contractor shall have a minimum of two (2) people on-site at all times while work is performed. The use of two people on site ensures the safety of all pedestrians who may be present in the work area.

G. The Contractor shall have an active General Contractor's license valid in the State of Florida and a valid certification for the Florida Department of Transportation intermediate Maintenance of Traffic Control.

II. EQUIPMENT

A. Equipment must be able to grind any size trip hazard from 1/4 inch and greater. Grinding equipment must include a self contained dust collection system, which is used 100% of the time. To ensure effectiveness and minimize machinery footprint, the system must consist of an engine-driven vacuum suction fan and dust collection tanks both mounted on the grinding apparatus. Electric vacuums, hoses, hand power tools extension cords and generators will not be permitted as they are not powerful enough to effectively contain OSHA recognized hazardous airborne silica

dust generated by concrete grinding. Additionally, they cause electric shock as well as pedestrian trip hazards.

B. Grinding will be done dry without the use of water.

C. Equipment noise must be minimal so it does not disturb the public and the public will not need to wear hearing protection if located 10 ft. or further from the operation of the equipment. Per OSHA, hearing protection is required for individuals exposed to noise over 85 dB, as such the City requires that the equipment to perform the Work must not exceed the 85 dB at 10 ft.

D. Contractor shall own or lease commercial equipment that the City considers sufficient to provide services as specified. Commercial concrete grinding equipment is required.

E. Equipment shall be kept in good working order at all times. Proposed equipment shall be documented in the Equipment List Form, attached in Forms and Submittal Documents. Bidder shall submit additional pages as necessary to document the equipment. Bidder will submit applicable descriptive literature and technical data to fully detail all features, designs, construction, finishes of the equipment proposed for grinding on this project.

F. The failure of the Contractor to obtain and maintain sufficient equipment to provide the services as specified in this solicitation may be cause for termination of Contract.

G. Inspection and acceptance of proposed equipment to be used on this project shall be performed by a representative from the City's Streets and Stormwater Division, or such other specifically designated City Representative.

III. SCOPE OF WORK- SIDEWALK GRINDING

A. Work Areas: Staff in the Streets and Stormwater Division will provide maps to the Contractor with Work Areas and street names as Work Orders. The Contractor will be responsible for surveying all sidewalks in the Work Areas, performing repairs, and identify other repair needs.

B. Trip Hazard Locations: Contractor will identify and remove all trip hazards in the Work Area that are between ¼" to 2" in height (as long as 2" of concrete thickness remains after grinding), and where the cross slope of the sidewalk does not exceed 2%. The surface area after grinding must be textured to meet ADA standards for pedestrian safety; which includes a slip resistant surface that does not become slippery when wet. Panels that are not repairable, or fractured, or broken will be documented in a weekly report.

C. Trip Hazard Location Documentation: The Contractor shall collect data using a GNSS (Global Navigation Satellite System) mapping grade device capable of sub-meter accuracy in varying site conditions. Workers should be properly trained to reach those accuracy capabilities whenever the condition are possible, for every grind site as well as each site that could not be grinded. The collection devices must be capable of collection multiple fields of attribute data for each point including but not limited to: street name, address, machine used, project phase, linear feet of the grind site, date and time collected, and damage points that could not be grinded. The coordinate projection of the data must be the same projection used by the City of Orlando. The device should be capable of delivering this data via an ESRI Geodatabase and will be delivered monthly via email or potentially through an automatic connection to an asset management system. After the Contractor submits the monthly report, City staff will verify and document the reported work.

D. Advance Notification of Work: The Contractor shall coordinate with the Streets and Stormwater Division two weeks in advance of initiating work in the identified Work Areas in a manner agreed upon by the Contractor and City prior to contract execution.

E. Mobilization: There are no additional costs for mobilization. If the Contractor completes work in one Work Area in less than a full day and needs to move to another Work Area in the same day, the Contractor may not charge a fee for mobilization between Work Areas. The work will be continuous throughout the year. Mobilization is included in the Contract linear price.

F. Damage to Grass/Vegetation Areas: Grass or landscaped areas damaged by the Contractor shall be restored at the Contractor's expense to conditions that are equal to or better than the existing conditions prior to commencement of work. Restoration shall be at the direction of Streets and Stormwater staff.

G. Utility Conflicts and Coordination: If the Contractor damages any utilities, they shall immediately notify the Utility Company and Streets and Stormwater Division within 30 minutes of the damage. Any damage to existing utilities shall be repaired at the Contractor's expense.

H. Damage to Existing Irrigation System: If the Contractor damages any portion of an existing irrigation system they shall immediately notify the Property Owner either through personal contact or leaving their contact information to the extent practicable. The Contractor shall also notify the Streets and Stormwater Division within one hour of the damage. Any damage to existing irrigation systems shall be repaired at the Contractor's expense.

I. Clean up: Should the integral vacuum system fail to collect all debris, the Contractor shall sweep the sidewalks thoroughly after the grinding operation. All debris collected shall be removed and disposed to a recycling location or to a location approved by the Streets and Stormwater Division.

J. Permits and Traffic Control: The Contractor shall furnish and install all construction signs, pavement markings, barricades, and all other safety controls for the duration of each work-area. The Contractor must notify the City where they are working by e-mail or telephone. The Traffic Control Manager will determine if permits are required. The Contractor is responsible for compliance with any permits determined necessary by the Traffic Control Manager. The Contractor shall have a certified Florida Department of Transportation Intermediate Maintenance of Traffic (M.O.T.) Control person.

K. Measurements: Measurement is based on a liner foot of grinding regardless what the thickness is of the sidewalk.

IV. **PART TWO - CONCRETE REPAIR & CONSTRUCTION**

A. General

1. Scope of Work

The Contractor shall furnish all labor, material, and equipment necessary to perform all operations for the various types of repairs and clean ups that is necessary during the course of making repairs and constructing various concrete. The location of the work is Citywide and the work will be assigned geographically whenever possible.

In general, the Scope of Work and the types of repairs involved will be as follows:

- a. Concrete: Remove and construct sidewalks, where assigned.
- b. Sod/Grass/Plant/Landscape: Replacement of Sod to the original state and possible landscaping.

2. Quality Assurance

Concrete work shall conform to all regulations of local, state and federal authorities, including safety, health and pollution related. The latest edition of the City's Engineering Standards Manual (ESM) and the latest edition of the ADA Standards for Accessible Design shall apply.

B. Products

1. **Concrete**: The materials shall meet the requirements of the latest edition of the City's Engineering Standards Manual (ESM).
2. **Graded Aggregate**: The materials shall meet the requirements of the latest edition of the City's Engineering Standards Manual (ESM).
3. **Irrigation Pipes**: If repair of these is needed, any of the most commercially available PVC and metal pipes are acceptable.
4. **Equipment**: A ready-mix concrete delivery truck will be necessary for pours.

C. Execution

1. Concrete Repair/Construction (driveways, sidewalks, curbs, etc.)
 - a. Most concrete sidewalk repair jobs will involve about 2 to 3 sections of sidewalk to be removed, formed and re-poured.
 - b. All concrete used shall be at least the same quality used in the original case and re-poured using 3,000-psi concrete. All concrete must be plant batch mixed and no on-site bag mixed concrete will be allowed.
 - c. Where jobsites and plans call for steel reinforcement to be placed in the sidewalk, retaining walls, etc., such reinforcement shall conform to the requirements of the latest edition of the City's Engineering Standards Manual (ESM) and the latest edition of the ADA Standards for Accessible Design. A WWF or a welded wire fiber mesh and tie may be required to be laid in place during the pouring of concrete.
 - d. Forms used for this work shall be made of either wood, or metal, and shall have a depth equal to the depth of the concrete being deposited. Forms shall be straight, clean, free from warp or bends and of sufficient strength.
 - e. Foundation: If the work area under the concrete has been cut, it shall be filled to the correct depth first and shall be compacted to a minimum of 95% density.

f. Expansion Joints: If expansion joints were part of the original set up, (say between the sidewalk and the curb or driveway or at fixed objects), then these shall be formed with a pre-formed joint filler and shall be ½ inch joints.

g. Contraction Joints: If part of the original set up, shall be replaced to the original type – that is either the “open type” or “sawed”. Joints shall be at least 1-1/2 inch deep.

h. Placement: Place concrete using methods, which prevent segregation of mix. Concentrate along the face of forms. Use only square-faced shovels for hand spreading and consolidation. Deposit and spread concrete in a continuous operation between joints, as far as possible. Give options to set the Forms. The latest edition of the City’s Engineering Standards Manual (ESM) and the latest edition of the ADA Standards for Accessible Design for mixing and placing concrete.

i. Finishing: Smooth the surface by spreading and floating. Use hand methods only. Test surface for trueness. Re-distribute concrete if required, to remove surface irregularities and to provide a smooth, continuous surface. Work all edges of walks and slabs with a 1/8" edging tool. Fiber broom finish perpendicular to the edge of the walk. Do not remove forms for 24 hours after the concrete has been placed. After removal, clean ends of joints, remove and replace areas of major defects. Backfill all exposed sides of finished work with soil.

j. Curing: Protect and cure finished concrete paving, complying with applicable requirements of the City of Orlando. Commence placement of curing compound as soon as the concrete has hardened sufficiently to permit application of curing material without marring the surface. Replace

immediately any curing material removed or damaged during the curing process.

k. Tree root pruning and grubbing is required with a majority of the concrete repairs. ALL TREE ROOTS MUST BE CLEANLY CUT (no ax cuts) while accomplishing this task. The raw use of a skid loader or backhoe to grub tree roots will not be allowed. Close coordination between the City and Contractor must take place with tree root pruning.

2. Soil Replacement

Contractor is responsible to restore the work area with clean backfill and all areas are to be leveled and graded.

3. Re-Sodding

On most occasions, re-sodding will become necessary as part of repair and construction work. The contractor is required to replace the same type and quality of sod that existed before. Occasionally, some landscaping work may be required. Landscaping must be restored to original or better conditions and to the satisfaction of private property owners. New sod shall match existing undisturbed sod (Bahia or St. Augustine).

4. Pipe Repair

Contractor will be responsible for all irrigation and water line repairs damaged during the course of work. If repairs are made, the contractor must turn on the irrigation system to ensure it is working properly. This may require coordination with the property owner.

5. Clean-up

Without exception, Contractor MUST police and remove all construction material, excess wet concrete, concrete pieces and slabs, trash and debris from job site daily and legally dispose of them off the property.

6. Safety and Protection

The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby. The Contractor will check for any existing utilities in the work area through underground locator service and will be responsible for the damage to such utilities, including sprinkler systems.

V. POLLUTION AND NOISE CONTROLS

A. Noise Control: Noise Control shall be in accordance with Federal, State, and City regulations. The Contractor shall comply with all City Ordinances and Regulations dealing with noise abatement.

B. Vibration Control: Vibration Control shall be in accordance with Federal, State, and City regulations. It is the Contractor's sole responsibility to prevent damage from vibration to adjacent structures and property.

C. Air Pollution Controls: Air Pollution Control shall be in accordance with Federal, State, and City regulations.

1. Fugitive Dust

a. Do not cause or allow the emissions from any transport, handling, construction or storage activity to remain visible in the atmosphere beyond the property line of the emission source.

b. Take precautions to minimize dust emissions from operations involving demolition, excavation, grading, clearing of land and disposal of solid waste.

c. Do not cause or allow particulate matter to exceed 100 mg/m³ when determined as the difference between upwind and downwind samples collected on high volume samples at the property line for a minimum of five hours.

d. Take precautions to prevent visible particulate matter from being deposited upon public roadways as a direct result of construction or hauling operations. Precautions shall include the removal of particulate matter from equipment before movement to paved streets, or the prompt removal of material from paved streets onto which such material has been deposited.

2. Solid and Hazardous Waste

a. Solid and Hazardous Waste Control shall be in accordance with Federal, State, and City regulations.

b. The Contractor is solely responsible for the disposal of any hazardous waste that is generated by the Contractor's operation.

c. Execution: In order to implement these regulations, Contractor shall use the following procedures and techniques:

3. Air Pollution

a. Dust

1. Cover loads of materials, debris and soil transported from construction sites.
2. Daily water down and sweep streets, which have heavy volumes of construction vehicles carrying debris and excavated materials.
3. Establish regular cycles and locations for washing trucks, which haul soil from the site.
4. Water down construction sites as needed to suppress dust, during handling of excavation soil or debris or during demolition.

b. Burning of wastes on site is prohibited. Remove scrap and waste material and dispose of in accordance with laws, codes, regulations, ordinances and permits.

c. Use construction equipment, which has been designed and equipped to prevent or control air pollution in conformance with the regulations of the EPA, state and local authorities. Contractor shall have available evidence of such design and equipment shall be maintained and made available for inspection by Construction Manager.

d. Establish and maintain records of the routine maintenance program for internal combustion engine powered vehicles and equipment used on the project. These records shall be held available for inspection by Construction Manager.

4. Solid and Hazardous Waste

a. Solid wastes may be disposed of in a number of ways, including reuse on the project, sale for fuel, through controlled incineration, donation to other public private dump sites, either free or for a fee. The method of disposal is restricted according to the classification of the waste material by the CFR 40 - 190 to 399, and by local requirements.

- b. Hazardous material shall be disposed of in Class I or Class II-1 waste disposal facilities.
- c. Haul routes for transporting solid or hazardous wastes are subject to the approval of Construction Manager.

VI. INSPECTIONS AND OBSERVATIONS

A. The City Representative or designee will make periodic reviews of the entire site to evaluate the Contractor's performance. The Contractor will, on sole judgment of the City Representative or his designee, make necessary repairs and adjustments required to fulfill the obligations and conditions of the Contract.

B. Contractor personnel are expected to conduct themselves in a courteous manner, performing their functions with the appropriate professionalism.

VII. MEASUREMENT AND PAYMENT

A. Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under Pay Items. Work for which there is not a pay item will be considered incidental to the Contract and no additional compensation will be allowed.

B. The City reserves the right to modify work as may be necessary, and increase or decrease quantities of Work to be performed, including deduction or cancellation of any one or more of the Pay Items. Changes in the Work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in the quantities of the Work to be performed, the Contractor will accept payment according to Contract Unit Prices that appear in the original contract.

C. The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price cost for completing the work in its entirety. Should the Contractor feel that the cost of any item of the work has not been established by the Bid Form, Contractor shall include the cost for the work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

D. The quantities for payment under this Contract shall be determined by actual measurement and payment of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

E. Work performed by the Contractor outside the limits of construction shall be at the Contractor's expense.

F. Invoice Processing

- 1. Contractor will invoice the City per location. The Contractor shall list the linear feet of work completed per location in the spread sheet provided by the Contractor.

2. Contractor shall submit to the City Representative an invoice for completed work only after a field inspection of work has been jointly verified with representatives of the Contractor and City. The City Representative shall issue a Work Order Acceptance Certificate to the Contractor upon successful verification of the completed work. All Invoices shall be presented to Streets & Stormwater Division 1010 Woods Ave. Orlando, FL 32805, for processing.

G. Payment of Subcontractors. Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with §218.735 (6) et sq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

SPECIAL CONDITION CLAUSES

Price Adjustment Applicable to Approved upon Renewal Contract Terms Only:

Automated Order Entry System:

Bidders should furnish with their bid submittal details of any automated order entry system available for use by the City.

Bid Security:

Bid Security shall be made payable to City, in an amount equal to ten percent of the bidder's Total Base Bid in the form of a certified check, cashier's check, or a Bid Bond issued by a Surety that is licensed to conduct business in the State of Florida and has at least an "A-" rating in accordance with the most current A.M. Best Company financial strength rating.

The Bid Security of the low bidder shall be retained until such time as the City has executed and provided the awarded bidder with the Contract and Acceptance Form, and the bidder has furnished the required contract security, any insurance certificates and endorsements, whereupon it will be returned. If the low bidder fails to comply with the solicitation requirements, or to furnish any required contract security or required insurance certificates and endorsements, within seven (7) days of the notification of intended award, the City may cancel the intended award and the Bid Security of that bidder may be forfeited up to the difference between the total bid of the forfeited bidder and the next lowest bidder.

The Bid Security of all other bidders may be retained until the earlier of thirty (30) days after execution of the Contract and Acceptance Form or ninety (90) days after bid opening, whichever occurs first.

Bid Specifications:

Specifications referenced throughout this solicitation refer to the products listed on the Bid Price Form, page 48. See Standard Terms and Conditions, Specifications, Item 8, page 26, regarding the approval process for equivalent equipment or materials.

Payment of Subcontractors

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with §218.735 (6) et seq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

Periodic and Final Cleaning

The Contractor shall:

- A. Schedule periodic cleaning to keep the worksite and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris resulting from construction operations;
- B. Provide on-site container for the collection of waste materials, debris, and rubbish;
- C. Dispose of waste materials, debris, and rubbish from the Owner's property;

- D. Upon completion of work in each area, provide final cleaning and otherwise return space to a condition suitable for use by the City;
- A. Conduct cleaning and disposal operations to comply with City codes, ordinances, regulations, and environmental laws.

Performance Bond and Payment Bond

In accordance with Florida Section 255.05(1)(a), Florida Statutes, a Performance and Payment Bond is required of anyone entering into a formal contract with the City for the construction or repair of a building or public works project. The City reserves the right to waive the requirement at any time for any contract of \$200,000.00 or less.

Accordingly, if the amount bid by the awarded bidder exceeds \$200,000.00, a Payment and Performance Bond will be required in the amount of the awarded bidder's bid or in such other amount as may be directed by the City in writing within fifteen (15) days of the award of any contract resulting from this solicitation. No work shall be done prior to the delivery of a Payment and Performance Bond meeting the requirements of this Section to the City.

In the event that the awarded bid amount is less than \$200,000.00, a Payment and Performance Bond will be required thereafter in such amount as determined by the City if at any time, for any reason, including but not be limited to increased quantities or usage or extension or renewal, the value of the contract exceeds (or may reasonably be expected to exceed) \$200,000.00 as determined by the City. Such bond shall be acquired and delivered to the City within fifteen (15) days of notice from the City that a bond is required. Upon notice from the City that a bond is required no further work under the contract shall be undertaken until such time as a bond in conformance with this Section has been delivered to the City.

The Contractor shall include the cost of any bonds required hereunder in their bid. If bonds are required hereunder and the term of the contract between the City and the Contractor is extended or renewed, Contractor shall provide a new or amended bond to reflect the new or extended period and increased value of the contract within fifteen (15) days of extension or renewal. The failure by Contractor to submit any conforming bond when required by this Section shall constitute grounds for termination of the contract by the City.

All Payment and Performance Bonds shall be recorded by the City with the Clerk of the Circuit Court of the county where the work is located. These bonds shall remain in effect at least until one (1) year after the date of substantial completion of the entire work assigned to Contractor under the contract, except as otherwise provided by applicable laws or regulations.

All bonds shall be in accordance with statutory bond provisions in Florida Statutes and all other applicable laws. All bonds shall be executed by such sureties as are licensed to conduct business in the state of Florida and, except as otherwise provided by applicable laws and regulations, 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 the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of its authority to act.

If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its license to do business in the state of Florida is terminated or it ceases to meet the requirements of this Section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be in accordance with these requirements and acceptable to City.

In addition to the other bonding requirements, the surety (ies) named on the Performance Bond and Payment Bond submitted by Contractor shall be subject to the approval of City. If City has a reasonable objection to the proposed Surety, City may require Contractor to submit an acceptable substitute.

Quantities

The quantities for the items listed in this solicitation are estimated annual quantities for bid evaluation purposes only and should not be construed as representing actual quantities to be purchased. Moreover, it is understood by all bidders that the City is not obligated to purchase any minimum or maximum amount during the life of a contract resulting from this solicitation.

Favored Customer Clause:

Should the awarded bidder (also referred to hereinafter as “Contractor”), of a contract resulting from this solicitation sell the same or substantially the same products or services as listed in this solicitation to another Governmental Agency, within the State of Florida, at a lower price than the price listed in this solicitation, the awarded vendor agrees to extend that same discounted price to the City of Orlando.

GENERAL CONDITIONS**Bidder should read and follow the following instructions.**

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided on the Bidder's Certification Form.
2. **SEALED BIDS:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the City's bid forms may be rejected. All bids are subject to the conditions specified herein and on any attached sheets, specifications, standard terms and conditions and special conditions.
3. **NO BID FORM:** In the event you elect not to bid this requirement, respond by returning this form, marking it "NO BID" and the reason therefor. NOTE: To qualify as a respondent, bidder must submit a "BID" or "NO BID" and it must be received no later than the stated bid opening date and time.
4. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form, with the total bid amount being read aloud. It is the bidders responsibility to assure that their bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be returned but will be retained in the "BID FILE" unopened. Telephone or telegraphic bids cannot be accepted.
5. **PRICES, TERMS, and PAYMENT:** All prices must be firm for the delivery schedule quoted herein. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. delivered to any City of Orlando Department unless otherwise stipulated in the bid invitation. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the City of Orlando to make payments of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Accounts Payable Office, whichever is later.
 - a) **TAXES:** The City of Orlando does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8015427957C-9 and is also stipulated on all our Purchase Orders.
 - b) **POLITICAL SUBDIVISIONS:** Under Florida Law, prices contained in State Contracts shall be available to the City of Orlando, who might wish to purchase under a State Purchase Contract. The City of Orlando therefore reserves the right to purchase any commodities from a State Purchase Contract if in the best interest of the City.
 - c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be a bidder's risk.
 - d) **CONDITION and PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - e) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
 - f) **MARKING:** Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the vendor and must also clearly indicate the City of Orlando Purchase Order Number.
 - g) **INVOICING and PAYMENT:** The supplier shall be paid in accordance with Florida Statutes, upon submission of invoices to: The Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida 32801. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this bid. All invoices must show the City of Orlando Purchase Order Number.
6. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Orlando. Further, all bidders must disclose the name of any City of Orlando employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the bidders firm or any of its branches.
7. **AWARDS:** As the best interest of the City of Orlando may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any all bids or waive any informality or technicality in bids received.
8. **INSPECTION, ACCEPTANCE, and TITLE:** Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City of Orlando, unless loss of damage results from negligence by the City of Orlando or its Departments.
9. **DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Orlando's Chief Procurement Officer shall be final and binding on both parties. All disputes between the parties shall be resolved in accordance with the City Procurement Code, (Chapter 7 of the City Code).
10. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.
11. **LIABILITY:** The vendor shall hold and save the City of Orlando, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the purchase order or contract which may result from this bid.

NOTE: ANY AND ALL STANDARD OR SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

STANDARD TERMS AND CONDITIONS**1. RECEIPT OF BIDS:**

- a. Bids shall be submitted electronically via Vendorlink to the Procurement and Contracts Division prior to the date and time specified herein. Bids will not be accepted after the designated time and date. It is solely the responsibility of the bidder to ensure timely delivery of their bid submittal.
- b. Each bid shall be submitted electronically and marked with the bid number, title of the bid, and bid opening date and time.

City of Orlando
Procurement and Contracts Division
Attention: David Billingsley, CPSM, C.P.M.
Chief Procurement Officer
C/O Purchasing Agent: **Silvia Coste, CPP, Senior Purchasing Agent**
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

2. COMMUNICATIONS; QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:

- a. To protect the integrity of the solicitation process and ensure fair consideration of all respondents, a prohibited communication period is hereby established commencing as of the time of the issuance of this solicitation and terminating upon execution of a contract (or, if the solicitation is cancelled, upon cancellation of the solicitation). Except for communication with the City's designated point of contact set forth in this solicitation or as otherwise authorized by the City's Chief Procurement Officer, during the prohibited communication period, the City prohibits communication regarding the solicitation by a respondent or potential respondent (or on a respondent or potential respondent's behalf) to or with any officer, elected official (including the Mayor and City Council), department, division, office, or employee of the City, or any other person or entity providing advice to the City related to this solicitation. During the prohibited communication period, all contacts and communications regarding the solicitation by a respondent, or potential respondent, including their agents, representatives and others on their behalf, shall be directed to the City's Procurement and Contract Services Division in the manner provided below in this solicitation, unless otherwise authorized by the City's Chief Procurement Officer. Prohibited contact or communications during the prohibited communication period may result in disqualification from the solicitation process, rejection of the solicitation, or termination of any resulting contract as determined by the Chief Procurement Officer. In addition, prohibited contact or communications may also be grounds for suspension and debarment of a respondent or potential respondent under the City's Procurement Code.
- b. Any questions by a bidder relative to the interpretation of specifications or the bid process shall be addressed in writing as indicated below. In order to be answered prior to the submittal deadline, questions must be received by the Procurement and Contracts Division ten

(10) days prior to the date set for the receipt of bids. Please see the "Written Question(s) Form" under Forms and Submittals Section of this solicitation. Any interpretation made to prospective bidders with respect to questions submitted prior to the cut-off date for questions to be answered prior to the submittal deadline will be expressed in the form of an Addendum to the specifications which, if issued, will be conveyed to all prospective bidders no later than five (5) days before the date set for receipt of bids. Oral answers will not be authoritative.

- c. It will be the responsibility of the bidder to contact the Procurement and Contracts Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.
- d. All communication and contact regarding this solicitation shall be directed to the Purchasing Agent referenced on the cover page of this Invitation for Bids:

Silvia Coste, CPP, Senior Purchasing Agent

silvia.coste@orlando.gov

City of Orlando

Procurement and Contracts Division

City Hall at One City Commons

400 South Orange Avenue, Fourth Floor

Orlando, Florida 32801

(407) 246-2291

Fax (407) 246-2869

Website: <http://www.cityoforlando.net/procurement/>

3. TERM OF THE CONTRACT:

The term of the contract resulting from the solicitation, shall be for an initial twelve (12) month period. The contract may, by mutual assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

4. BIDDER'S CERTIFICATION FORM:

Each bidder shall complete the "Bidder's Certification Form" included with this Invitation for Bids. The form must be acknowledged before a Notary Public with notary seal affixed on the document. The failure of a bidder to include this document with their bid submittal will be cause for rejection of the bid.

5. SUBMITTAL OF BIDS:

Bids shall be submitted electronically via vendorlink the bid form(s) provided herein. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount provided by a bidder for any item are not in agreement, the unit price alone shall be considered as representing the bidder's intention, and the totals shall be corrected to conform thereto.

6. BID INFORMATION:

It is incumbent on the bidder to check the City of Orlando's website at <https://vendorlink.cityoforlando.net> or contact the Procurement and Contracts Division for current bid and award information, prior to and after the scheduled opening date of a solicitation, in accordance with the instructions provided herein, in section entitled, "Invitation for Bids Award Information".

7. EXCEPTIONS TO TERMS AND CONDITIONS:

When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's bid document(s). Inclusion of additional terms and conditions, such as those which may be on your company's standard forms, may result in your bid being declared non-responsive.

8. SPECIFICATIONS:

- a. The Specifications shown in the Invitation for Bids are intended to represent items of a quality level known to meet City's requirements. While the City endeavors to promulgate written Specifications that are accurate and nonrestrictive for bidding purposes, they may also reference an item by manufacturer's name and model number. Bidders are cautioned that in the event of a discrepancy therein, such difference must be timely questioned in writing. Any written question must be received by the Procurement and Contracts Division by the time set on this solicitation.
- b. If any proprietary, trade, brand, or manufacturers' name or part number is used herein in describing the required equipment or materials, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude equipment or goods that equals or exceeds the functional capability and quality of the named equipment. The City, in its sole discretion, shall determine whether equipment or goods are equivalent in capability and quality.

Bidders are strongly encouraged to submit equivalent equipment or materials for consideration during the question and answer period. If equivalent equipment or materials is proposed, indicate the manufacturer's name and model number for the equipment and include any literature or other explanation of the equipment's quality or performance with your bid.

- c. The equipment bid herein shall be new and shall be of the current production model. If applicable, detailed equipment specifications for make and model offered shall be provided with bid.
- d. Bidders may be required, at no expense or liability to the City, to make available for test/demonstration, equipment equal in all aspects to the equipment bid, and/or equal equipment that may be seen under operating conditions in the Central Florida area.

9. SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as

meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

10. 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. Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

11. ALTERATIONS/CHANGES TO BID PRICE FORM(S):

Bidder shall not change or otherwise alter the quantity or unit designations on the Bid Price Form(s). The unit price bid and total extensions must correspond to these designations. Each line item will be extended as indicated (quantity x unit price). The unit price shall prevail.

12. ADDENDA:

It is the bidder's responsibility to contact the Procurement and Contracts Division prior to submitting a Bid to ascertain if any Addenda have been issued, to obtain all such Addenda, and return executed Addenda with the Bid. If you have downloaded this Bid from the Internet, please ensure that you also download all such Addenda. The failure of a bidder to submit acknowledgment of any Addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the Bid.

13. "NO BID" RESPONSE FORM:

In the event you elect not to bid on this requirement, please complete and return the "No Bid" form included in this solicitation.

14. OPENING OF BIDS:

Electronic bids will be received in the Procurement and Contracts Division until the due date and time as specified in this Invitation for Bids. Bids will be opened and the total bid amount shall be publicly read aloud immediately following the published due date and time. No responsibility will attach to the City for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening.

15. BIDDER QUALIFICATION:

Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service. The City reserves the right to request information or conduct an inspection of the bidder's facility and equipment prior to the award of the contract.

Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a contract under the terms and conditions herein stated.

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

Failure to comply with the established deadline for submittal of required documents may be grounds for disqualification.

16. INSPECTION OF PUBLIC RECORDS:

Bidders may request copies of the solicitation records in person or by written request to the City Records and Archive Management Services located at 400 South Orange Avenue, 2nd Floor, Orlando, Florida, 32801 or by calling (407) 246- 2148. You may also email your request to records@orlando.gov . Pursuant to Florida State Statute Chapter 119.07, sealed bids are exempt from public inspection until such time as the City provides Notice of Intended Action or until thirty (30) days after bid opening, whichever is earlier.

17. IRREGULAR BIDS:

Bids made on other than the documents furnished by the Procurement and Contracts Division may not be considered. Changes in phraseology, additions, or limiting provisions made on the Invitation for Bids may render the bid irregular and may cause rejection. The City's Chief Procurement Officer, however shall have the authority to waive minor irregularities.

18. UNBALANCED BIDS:

At determined by the City's Chief Procurement Officer in the CPO's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the Chief Procurement Officer's opinion, the prices are, or appear to be, excessively unbalanced.

19. WITHDRAWAL OF BIDS:

After bid opening, no changes in bid prices or other provisions shall be permitted. Bidders may withdraw or correct a bid prior to the stipulated date and time for the opening of bids upon a written request to the City's Chief Procurement Officer.

20. EVALUATION OF BID AWARD:

The City reserves the right to award the bid to the responsive and responsible bidder who submits the lowest bid meeting specifications. For purposes of this solicitation, the determination of the responsive and responsible bidder submitting the lowest bid shall be made after the application of all applicable programs and preferences established by the City, including but not limited to the City's MBE/WBE program and VBE preference. In determining whether a bidder is responsible, the City reserves the right to consider matters such as, but not be limited to, quality offered, delivery terms, and service reputation of the bidder.

21. AWARD OR REJECTION OF BIDS:

The City's Chief Procurement Officer reserves the right to accept any, all or part of any bids, to waive minor irregularities, or to reject any, all or part of any bids, and to advertise for new bids, as the interest of the City may require. The City's Chief Procurement Officer also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract. In determining responsibility, the following other qualifications, in addition to price, may be considered by the City's Chief Procurement Officer:

- a. The ability, capacity and skill of the bidder to perform the service required.
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies, or services, to the particular use required.
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- i. Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.
- j. Such other information as may be relevant or secured.

22. SELECTION/REJECTION OF OPTIONS:

The City of Orlando reserves the right to select/reject options which are bid, based on price and other considerations as deemed to be in the best interests of the City.

23. MULTIPLE AWARDS:

The City reserves the right in its sole discretion after evaluation of all responsive bids, to award the work described herein to more than one responsive and responsible bidder. In such cases where an award is made to more than one responsive and responsible bidder, the City shall apportion the work among the various primary, secondary and alternate providers in such manner and at such time as it deems appropriate under the circumstances in its sole discretion and no minimum amount or proportion of work is guaranteed to any single provider or class of providers irrespective of such provider's designation as primary, secondary or alternate.

24. CONTINGENT FEES:

The bidder warrants that no City official or employee was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

25. IRREVOCABLE OFFER:

The submission of a bid shall constitute an irrevocable offer to the City by the bidder for a period of ninety (90) days from the date of bid opening to provide the goods and services set forth in this solicitation upon the terms, conditions, and provisions of this solicitation, at the pricing set forth in the bid.

26. PRICING AND ORDERING:

The City will issue purchase orders directly to the awarded bidder for the purchase of supplies and materials. The awarded bidder shall honor these orders in accordance with the terms and conditions of the solicitation and their pricing and discounts terms as listed in their bid submittal. Unless otherwise specified, the awarded bidder shall stock sufficient quantities of supplies to meet the requirements of the City on an "as-needed" basis within seventy-two (72) hours after being notified of such requirements by the City.

27. RETURN OF MERCHANDISE:

All items delivered must meet the Specifications herein. Items delivered not as specified will be returned at no expense by the City of Orlando. The City may return, for full credit, any unused items received which fail to meet the city's performance standards. Replacement items meeting Specifications must be submitted within a reasonable time after rejection of the non-conforming items. The supplier is to accept for full credit, any merchandise returned by the City within ninety (90) days from the delivery or pick up date. All merchandise to be acceptable for full credit is to be returned in a condition to allow for resale by the vendor and include reference to an applicable Vendor Invoice or Packing List. Full credit is to include all costs paid by the City related to the subject merchandise as determined by the appropriate Vendor Invoice or Packing List.

28. CONTRACT SALES REPORT

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

- Contract name and number
- Contractor name
- Reporting period
- Department/Division/Location name
- Order date
- Item description
- Manufacturer name
- Manufacturer part number
- Unit of measure
- Quantity
- Contractor's list price

- Unit price
- Extended price
- Total purchase amount for the quarter

Submission of Contract Sales Reports is the responsibility of the Contractor, without prompting or notification by the City. The Contractor will submit by email the completed Contract Sales Reports to the Purchasing Agent identified in the Contract. The City shall work with the Contractor to develop the approved electronic format and content of the Contract Sales Reports to be used by the Contractor.

Failure to provide Contract Sales Reports, including no sales status, may be grounds for default and /or cancellation of the Contract.

29. FAMILIARITY WITH SITE WORK AND CONDITIONS:

The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the bidder's. Submission of a bid shall constitute acknowledgment by the bidder that it is familiar with all such conditions. The failure or neglect of a bidder to familiarize itself with the site of the proposed work, shall in no way relieve it from any obligations with respect to its bid.

30. RIGHT TO AUDIT RECORDS:

The City shall be entitled to audit the books and records of a Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

31. ASSIGNMENT:

The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the contract or under any purchase order issued pursuant to the contract, without the prior written consent of the City. The Contractor shall give full attention to the contract, to the faithful execution of the contract, and shall keep the same under its control.

32. FISCAL YEAR FUNDING APPROPRIATION:

a. Specified Period

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City provided funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

b. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

33. **APPLICABLE LAW AND APPEALS:**

This solicitation is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at: https://www.municode.com/library/fl/orlando/codes/code_of_ordinances?nodeId=TITIICICO_CH7PRCO or by contacting the Procurement and Contracts Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code.

34. **WARRANTY:**

Bidder warrants that all equipment, materials and workmanship, whether furnished by bidder or its subcontractor(s), will comply with the City's specifications, drawings and other requirements. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation to Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

35. **CONTRACT AND ACCEPTANCE FORM:**

In order to expedite the contracting process after bid opening and preclude delays occasioned by subsequent contract execution, bidders are requested to sign the Contract and Acceptance Form included with this solicitation and return the form with their bid. In the event that a successful bidder fails to properly execute the Contract and Acceptance Form or return said form (or, if necessary, a letter of authorization) with their bid, the City shall notify the bidder of the City's intent to make an award and the bidder shall submit such form properly executed (together with a letter of authorization, if necessary, as set forth below) within fifteen (15) calendar days of receipt of notice from the City. Unless such time is extended by the City, the failure of a bidder to submit a properly executed form (and, where necessary, a letter of authorization) within said time period shall be cause for cancellation of the intended award by the City in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible bidder or the City's Chief Procurement Officer may decline to make an award. Successful bidders who default in properly executing the Contract and Acceptance Form after notification of the City's intent to make an award shall forfeit any bid security to the City and are subject to suspension and/or debarment by the City. Unless otherwise agreed by the City in its sole discretion, the Contract and Acceptance form shall be executed and notarized as follows:

- a. If the bidder is a corporation, the Contract and Acceptance Form shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).
- b. If bidder is a Partnership, the Contract and Acceptance Form shall be signed by a general or managing partner.
- c. If the bidder is a limited liability company, the Contract and Acceptance Form shall be signed by a Manager or Managing Member having authority to bind the company.
- d. If bidder is a sole proprietorship, the owner shall sign the Contract and Acceptance Form.

If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's authority shall be submitted on the bidder's stationery stating that the person who signed the form is duly authorized to enter into such contract on behalf of the bidder. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the City. If you have any questions regarding the execution of the Contract and Acceptance Form, please contact the Procurement and Contracts Division at (407) 246-2291 for further clarification.

If a bid is accepted by the City of Orlando, the Contract and Acceptance Form will be executed by the City with respect to the items awarded and returned to the bidder evidencing the City's acceptance of the bid. No award shall be final, and no bidder shall have any entitlement to a contract or award, until such time as the City has executed the Contract and Acceptance Form. Upon execution by both parties, the Contract and Acceptance Form will constitute the formal written contract between the City of Orlando and the bidder. Any such resulting contract shall be non-exclusive, and the City may procure the goods and services listed in said contract from other sources. Within one (1) week of receipt of the fully executed Contract and Acceptance Form, an awarded bidder shall provide to the City with any required bonds, indemnities, and insurance certificate(s).

36. ACCEPTANCE OF MATERIALS/SERVICES:

The City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the using Department of its satisfaction that the Work is completed, in accordance with solicitation specifications. The Work under this Agreement shall remain the property of the Contractor until the City accepts such work. In the event the Work furnished under this Agreement is found to be defective or does not conform to the specifications, the City reserves the right to cancel the Agreement upon written notice to the Contractor.

37. CONTRACT ALTERATIONS:

No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the City's Chief Procurement Officer or the CPO's designee.

38. INDEMNIFICATION:

The awarded bidder agrees to indemnify and hold harmless the City, its elected officials, officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including

attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with the contract.

39. INSURANCE:

- a. General Insurance Requirements. Within seven (7) days of receipt of a notification of intended award from the City, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the awarded bidder has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the contract term. Should a Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate the contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.
- b. Subcontractors. Unless expressly specified otherwise in this solicitation, a Contractor and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of a Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.
- c. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and his subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than 30 days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than 10 days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the Procurement and Contracts Division at the address set forth for delivery of the bid.
- d. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation and Employers' Liability shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its

subcontractors. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

- e. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.
- f. Types of Coverage to be Provided. The awarded Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.

(i) Workers' Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

Workers' compensation	Statutory
Employer's Liability	\$100,000 each occurrence

(ii) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage	limit each occurrence

(iii) Commercial General Liability. This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under its contract with the City, and "completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the Contractor's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:

Bodily injury and
Property damage

\$1,000,000 combined single
limit each occurrence

40. LICENSES:

Unless otherwise extended by the City, the awarded bidder will be required within fifteen (15) calendar days of award date, to provide any and all local, state, and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the contract.

41. AUTHORITY:

The City's Chief Procurement Officer or the CPO's written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.

42. PUBLIC ENTITY CRIMES:

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid with a public entity for the construction or repair of a public building or a public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

43. PROMPT PAYMENT ACT:

Payment by the City shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

1. Proper Invoice

For purposes of billing submission and payment procedures, a "proper invoice" by a Contractor, vendor or other invoicing party shall consist of at least all of the following:

- a. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- b. the amount due, applicable discount(s), and the terms thereof;
- c. the full name of the vendor, Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- d. the Purchase Order or contract number as supplied by the City; and
- e. an identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Business and Financial Services Department, City of Orlando, 400 South Orange Avenue, P.O. Box 4990, Orlando, Florida, 32802-4990.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, Contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

2. Dispute Resolution

In the event a dispute occurs between a Contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the City's Chief Procurement Officer shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

44. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:**

At the option of the awarded vendor, the submission of any bid in response to this Invitation for Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

45. **EQUIPMENT:**

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

46. **TERMINATION FOR CONVENIENCE:**

The City's Chief Procurement Officer may terminate any contract resulting from this solicitation for convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all work properly performed or materials provided prior to the effective date of termination and for all portions of materials, supplies,

services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination.

47. DRUG-FREE WORKPLACE CERTIFICATION:

By submitting a bid in response to this Invitation for Bids, you are certifying that your company is a drug-free workplace in accordance with Florida Statute §287.087.

48. AMERICANS WITH DISABILITIES ACT:

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801 telephone (407) 246-2291, not later than seven (7) days prior to the date on which the accommodation is requested.

49. PURCHASING CARD PROGRAM:

The City of Orlando uses the VISA Purchasing Card Program to streamline our procurement process. In order to expedite payments to suppliers, The Bank of America VISA Purchasing Card and ePayable solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing and payment system. As one of the City of Orlando's valued suppliers, your business may also achieve cost savings results by accepting the ePayables solution. Identified supplier benefits of this Program may include:

- Reduction of payment time
- Direct electronic deposit to your primary banking account
- Increase in working capital
- Elimination of invoicing
- Reduced collection efforts
- Enhanced corporate relationships
- Reduced billing costs
- Enhanced reporting
- Increased sales as a "Preferred Supplier"

Additionally, you will be able to grow your customer base by accepting purchasing cards from other corporate customers as well as all major credit cards, therefore, The City encourages all vendors to accept the VISA ePayable solution.

50. RECIPROCAL LOCAL PREFERENCE:

In the event the lowest responsive and responsible response to any Invitation for Bids or Request for Proposal is by a vendor whose principal place of business is in a city, county, or state which grants a preference for the procurement of such goods or services to a vendor whose principal place of business is in such area, then the City may award a preference to the (next) most responsive and responsible vendor having a principal place of business in the Metropolitan Statistical Area, (i.e., Orange, Seminole, Lake and Osceola Counties). Such preference shall be equal to the preference granted by the area in which the lowest responsive and responsible vendor has its principal place of business.

51. EMERGENCY SUPPORT:

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City of Orlando shall be provided goods and services on a first priority basis. It is vital and imperative that the citizens of the City are protected from any emergency situation which threatens public health and safety, as determined by the City. Contractor agrees to provide, rent, sell, or lease all goods and services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services acquired before, during and after a disaster, emergency or hurricane. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

52. SUBCONTRACTORS:

The Contractor shall perform all of its obligations and functions under the contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to insure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

53. BID PRICES:

Unless otherwise specified, Bid Prices must include all costs (labor, overhead, materials) and profit to perform the work specified in this Invitation for Bids. Bid prices shall remain firm for the entire contract period unless otherwise specified or changed by an Amendment. At each renewal period, price increases or decreases may be considered, provided they are reasonable and acceptable to the City. Any Amendment must be in writing and signed by both parties.

54. GOVERNING LAW / VENUE:

Any contract entered into as a result of this solicitation shall be deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this contract shall be commenced in the State and Federal Courts of Orange County, Florida. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, RECORDS@CITYOFORLANDO.NET, TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

55. RECYCLED CONTENT:

In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal,

etc.); the percentage of recycled material contained in the product and the cost and product performance impact of increasing the percentage of recycled content. The City is requesting that bidders provide detailed information regarding any known or potential recycled material content in the product that may be extracted and recycled after the product has served its intended purpose, on the Bidder's Questionnaire as provided in this solicitation.

56. LIVING WAGE POLICY:

As set forth in City Policy and Procedure 161.3 (for a copy, contact Procurement at 407.246.2291). Covered Service Contractors, as well as their subcontractors (first tier only), shall pay to all of their employees providing Covered Services pursuant to a contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project). "Living wage" means compensation for employment of not less than \$15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision or the service Contractor shall allow the City to audit (at service Contractor's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future City contracts at the sole option of the City. This provision shall apply to all bid and Proposal awards for Covered Services, which involve City expenditures that exceed \$100,000.00 per year. More particularly, this provision shall apply to single and multiple award agreements for Covered Services regardless of the initial value of the award whenever City expenditures exceed \$100,000.00 in any one contract year. As for multiple award contracts (contract award which will be divided among several Contractors), at the point when the City has expended \$100,000.00 on that contract in any one-contract year, regardless of whether such expenditure was to one Contractor or several Contractors, then the living wage provision shall apply to all Contractors who are a party to that award. For those contracts whose initial value was less than \$100,000.00 but exceeded \$100,000.00 prior to the end of the contract term, this provision will be applicable to that contract in the next quarter. To further clarify, the Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City's Living Wage Policy. A hard copy of the City's Living Wage Policy is also available at the Procurement and Contracts Division.

57. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

In accordance with Section 287.135(2) of the Florida Statutes, "[a] company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company:

- 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or

2. Is engaged in business operations in Cuba or Syria.”

Section 215.473 of the Florida Statutes defines a company to include “all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.”

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

Accordingly, firms responding to this solicitation shall execute and return with their response an executed copy of Attachment “D”, Certification Regarding Prohibition Against Contracting With Scrutinized Companies. A contract shall not be awarded to a Respondent who does not submit the certification form at the time of submittal or within seven (7) days of the date the City requests the certification form be submitted, if a Respondent fails to return the form with its response.

58. ORDER OF PRECEDENCE:

This solicitation shall be included and incorporated in the purchase order or contract resulting from this solicitation. The purchase order or contract, including any exhibits attached thereto, contains all the terms and conditions agreed upon by the parties. No other contract, oral or otherwise, regarding the subject matter of the contract, shall be deemed to exist or to bind either party hereto. Unless otherwise expressly provided in the purchase order or contract, in the event of any conflict between the terms of the contract or purchase order, the City's solicitation, and the vendor's response, the order of precedence shall be the contract or purchase order, followed by the solicitation, and then the response to the solicitation.

59. PATENTS AND COPYRIGHTS:

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under the contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

60. TERMINATION FOR DEFAULT:

The performance of Work under the contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of the contract. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the contract, or if the Contractor fails to perform any other provisions of the contract. Notwithstanding the preceding, nothing herein shall be deemed to preclude the Chief Procurement Officer in the CPO's sole discretion on a case by case basis from providing the Contractor with written notice and a reasonable opportunity to cure the default prior to termination.

Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the Chief Procurement Officer or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the Chief Procurement Officer, shall constitute authority for the Chief Procurement Officer to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, or not completed. On all such purchases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the Chief Procurement Officer, for any expense incurred in excess of the contract prices.

Such purchases shall be deducted from contract quantities or work. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Chief Procurement Officer. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Chief Procurement Officer that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor. Nothing herein shall be deemed to preclude the City's exercise of any other rights or the City's pursuit of any other remedies that it may have herein or under law or in equity, including but not limited to any right of the City to terminate the contract for convenience.

61. TIME OF COMPLETION:

The parties understand and agree that time is of the essence in the performance of the contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances

not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at the CPO's discretion, cancel the contract for the convenience of the City. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

62. CORRECTION OF WORK:

The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to the contract whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

63. INFORMATION:

All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to the contract, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents as necessary to perform the Work.

64. SAFETY MEASURES:

The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workmen and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

65. EXTRA WORK:

The City, without invalidating the contract, may order changes in the Work within the general scope of the contract consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written amendment to the contract, and shall be executed under the applicable conditions of the contract. If the Contractor plans to make a claim for an increase in the contract price or an extension in the contract schedule/term, it shall first give the City written notice within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the Contractor to the City, and a written approval secured from the using Department and the City's Chief Procurement Officer, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed. No claim for extra work will be considered valid by the City unless first submitted in writing.

66. FAMILIARITY WITH THE WORK:

The Contractor acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any

alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of the contract by the Contractor serves as his stated commitment to fulfill all the conditions referred to in the contract.

67. TITLE AND RISK OF LOSS:

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

68. TRADE NAMES:

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the bidder. The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered provided each bidder clearly states in his bid or proposal exactly what he proposes to furnish and forwards with his bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by his bid. The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, the successful contractor after award and before manufacturer or shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.

69. FEDERAL, STATE, AND LOCAL RULES / APPROVALS:

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.

70. EMPLOYMENT ELIGIBILITY; E-VERIFY SYSTEM

Pursuant to Section 448.095 of the Florida Statutes, prior to Contract execution and at all times during the term of the Contract, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating 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 and, if longer, for any additional audit period provided to the City in the Contract. Pursuant to Section 448.095(2)(c) of the Florida Statutes, the City, Contractor, or a subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, the City shall

promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Pursuant to Florida Statute, a contract terminated pursuant to subparagraph 1. or subparagraph 2. of Section 448.095(2)(c) of the Florida Statutes is not a breach of contract and may not be considered as such, and the City shall have no liability to Contractor, a subcontractor, or any entity or person arising from or related to such a termination. If the Contract with Contractor is terminated by the City pursuant to Section 448.095(2)(c), the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated and Contractor shall be liable to the City for any additional costs incurred as a result of the termination of the Contract.

71. CLEAN WORK AREA:

The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an approved disposal location.

72. MISCELLANEOUS PROVISIONS:

By submitting a bid, the bidder shall be deemed to have certified that the contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the work covered by the contract and is in all respects fair and without collusion or fraud. Bidder further warrants and certifies that they are authorized to enter into the contract and to execute same on behalf of the Contractor as the act of the said Contractor.

The contract, including any Exhibits thereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind either party thereto. If any section, sentence, clause, phrase, provision, or other portion of the contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the contract. The contract is solely for the benefit of the parties to the contract and no causes of action shall accrue upon or by reason thereof to or for the benefit of any third parties.

The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.

73. NONDISCRIMINATION POLICY:

The following provisions shall be included in all City (and Community Redevelopment Agency and Downtown Development Board) bids, RFP's, and other solicitations for goods and services, and incorporated into all contracts resulting from such solicitations:

Contractor shall:

1. Implement an employment nondiscrimination policy prohibiting discrimination in the performance of the contract in the hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability,

age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

2. Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
3. Incorporate the foregoing requirements in all subcontracts related to its contract with the City.

74. AFFILIATED AGENCIES

This solicitation is issued by the City of Orlando on behalf of itself and its affiliated agencies, including but not limited to the Community Redevelopment Agency of the City of Orlando ("CRA"), the Downtown Development Board ("DDB"), and the Downtown South Neighborhood Improvement District ("DSNID") (each an "Affiliated Agency"). Upon the written agreement of the Contractor and an Affiliated Agency (or upon the issuance of a Purchase Order by an Affiliated Entity in circumstances where the City places orders by Purchase Order), Contractor shall provide such goods and/or services set forth in this solicitation to an Affiliated Agency upon the same pricing, terms, and conditions set forth in the Contract between the City and Contractor, unless otherwise

agreed in writing by the Contractor and the Affiliated Agency. Except as may otherwise be expressly provided in the agreement or Purchase Order authorizing the acquisition of the goods or services, (i) the procuring Affiliated Agency shall be solely responsible for all obligations and duties, and shall have all rights of the City, with respect to the goods or services procured by the Affiliated Agency; and (ii) Contractor shall look solely to the procuring Affiliated Agency for payment and the performance of any and all other obligations for goods or services contracted for by a procuring Affiliated Agency. With respect to work performed for an Affiliated Agency, actions may be taken on behalf an Affiliated Agency by the Chief Procurement Officer of the City of Orlando, or his designee(s).

75. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with 218.735 (6) et seq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.



FORMS AND SUBMITTAL DOCUMENTS

**BID PRICE FORM**

Bidder's Name: American Grinding Company, LLC d/b/a American Sidewalk Management

You are invited to Bid on the following: **IFB23-0119, Sidewalk Inspection, Grinding, Removal & Repairs**

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices.

BID PRICE FORM					
Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
1.	40,000	LF	0.25"-2.00" Trip Hazard	\$ 8.95	\$ 358,000.00
2.	1,000	LF	>2" Trip Hazard	\$ 8.95	\$ 8,950.00
3.	10,000	SF	Removal & Replacement Sidewalk	\$ 25.00	\$ 250,000.00

TOTAL BASED BID: \$ 616,950.00

BIDDER INITIALS: JPV

1. FOB Point Destination

2. Discount Payment Terms (if any): 0 %, if paid within 30 days after receipt of invoice.

3. Is your company willing to accept the VISA ePayable solution for payment of all invoices?

☒ Yes ☐ No

4. Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award?

☒ Yes ☐ No

Recheck your quotations prior to submission. Bids may not be changed after being opened.

BIDDER'S CERTIFICATION FORM:

I have carefully examined the Invitation for Bids, Instructions to bidders, General, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bids.

I hereby propose to furnish the goods or services specified in the Invitation for Bids at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the bidder as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

American Grinding Company, LLC
d/b/a American Sidewalk Management

NAME OF BUSINESS

BY: *[Signature]*

SIGNATURE

Joel Van Veen / President

NAME & TITLE, TYPED OR PRINTED

1425 Coit Ave NE, Suite #200

MAILING ADDRESS

Grand Rapids, MI 49505

CITY, STATE, ZIP CODE

(888) 556-7344

TELEPHONE NUMBER

(888) 556-7344

FAX NUMBER

joel@sidewalkmgmt.com

E-MAIL ADDRESS

State of Michigan

County of Kent

Sworn to (or affirmed) and subscribed before me
this 15th day of February, 2023, by

Joel

Josephine Hoetzel

[Signature]
Signature of Notary

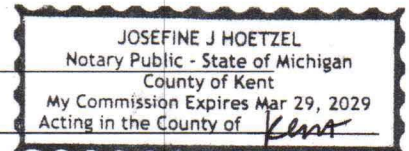
Notary Public, State of Michigan

Personally Known

-OR-

Produced Identification _____

Type: _____



Company Tax ID # 45-5068772

(The City only requires Company Tax ID numbers. The City is not requesting individual social security numbers.)

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose within their Bid the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the City of Orlando. Furthermore, all Respondents must disclose the name of any City employee or officer (or their spouse or child) who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries.

By submission of this Bid, the undersigned certifies, under penalty of perjury, that to the best of their knowledge and belief, except as disclosed pursuant to the instructions above, that no officer or employee of the City (or their spouse or child), directly or indirectly, owns an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries; nor does the Respondent know of any City officer or employee having any financial interest in assisting the Respondent to obtain, or in any other way effecting, the award of the contract to this Respondent.

Comments:

Not applicable as there are no conflicts of interest.

Acknowledged by:

Joel Van Veen

Firm Name:

American Grinding Company, LLC d/b/a American Sidewalk Management

Signature of Authorized Representative:



Name and Title (Print or Type):

Joel Van Veen / President

Date:

February 15, 2023

**CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH
SCRUTINIZED COMPANIES**

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Joel Van Veen / American Grinding Company, LLC d/b/a

Name of Respondent: American Sidewalk Management

By: 
(Authorized Signature)

Title: President

Date: February 15, 2023

CONTRACT AND ACCEPTANCE FORM FOR SOLICITATION NO. IFB23-0119, SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

[Signature]
SIGNATURE

Joel Van Veen / President
NAME & TITLE, TYPED OR PRINTED

American Grinding Company, LLC
d/b/a American Sidewalk Management
NAME OF BUSINESS

1425 Coit Ave NE, Suite #200
MAILING ADDRESS

Grand Rapids, MI 49505
CITY, STATE, ZIP CODE

PHONE: (888) 556-7344

FAX: (888) 556-7344

E-MAIL: joel@sidewalkmgmt.com

State of Michigan
County of Kent

Sworn to (or affirmed) and subscribed before me
this 15 day of February, 2023 by

Josephine Hoetzel
Signature of Notary

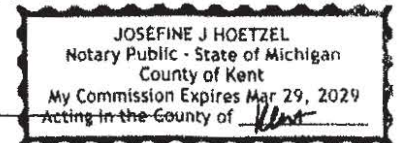
Notary Public, State of Michigan

Personally Known (circle if applicable)

-OR-

Produced Identification:

Type of Identification:

**FOR USE BY THE CITY OF ORLANDO ONLY**

This contract is awarded to the party listed above as a: Primary Supplier: ☒ Secondary Supplier: ☐

This contract is for: All Item Numbers: ☒ or Item Numbers: ☐

INITIAL CONTRACT TERM: 7-31-2023 to 7-30-2024

ACCEPTANCE:

CITY OF ORLANDO, FLORIDA

By: [Signature]
Chief Procurement Officer

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: April 27, 2023

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

[Signature]
Assistant City Attorney
ORLANDO, FLORIDA

Date: April 26, 2023

BIDDER'S QUESTIONNAIRE:

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. COMPANY NAME: American Grinding Company, LLC d/b/a American Sidewalk Management
 Address of Principal Place of Business: 1425 Coit Ave NE Suite #200
 City/State/Zip: Grand Rapids, MI 49505
 Phone: (888) 556-7344 Fax: (888) 556-7344
 Name of primary Contact : Joel Van Veen Email: joel@sidewalkmgmt.com

2. TYPE OF ORGANIZATION:

 Sole Proprietorship Partnership Non-Profit
 Joint Venture Corporation X Other: LLC

State of Formation: FL Federal ID # 45-5068772 DUNS # 04-848-1239
 (The City only requires a Federal Tax ID Number, not a Social Security number.)

3. EMERGENCY CONTACT PERSON: Paul Slotsema / Director of Operations
 Phone: (888) 556-7344 Fax: (888) 556-7344 Cell: (888) 556-7344

4. INSURANCE COMPANY NAME: Coldbrook Insurance
 Agent Contact: Craig Renke Phone: (616) 301-6757

5. EXPERIENCE:

A. Years in business: 11 years
 B. Years in business under this name: 11 years - d/b/a added in 2021
 C. Years performing this type of work: 11 years

6. SUBCONTRACTORS - for informational purposes only: If bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

Name	Type of Work	M/WBE City Certified? (Y or N) (Y or N)	VBE Certified?
N/A - No subcontractors will be required to complete work detailed in this bid.			
_____	_____	_____	_____
_____	_____	_____	_____

7. LOCAL SERVICE FACILITY, IF APPLICABLE:A. Name of local service center: Not applicable.

B. Address of local service center: _____

C. County local service center is located in: _____

D. Contact: _____ Telephone number: _____

8. RECYCLED CONTENT:A. Percentage of recycled material contained in the product: 100 %*B. Is your product packaged/shipped in material containing recycled content? Yes X No _____C. Is your product recyclable after it has reached its intended end use? Yes X No _____

* Note that this references the fact that all concrete waste removed as a part of the grinding and R&R process is recycled.

9. REFERENCES:

Bidder shall submit as a part of their Bid submittal, a minimum of three (3) customer references that shows vendor has 3-years experience in Grinding.

Reference #1:Name: City of Tampa, FloridaAddress: 3804 E 26th Ave, Tampa, FL 33605Telephone No.: (813) 274-8901 Fax No.: _____Contact: Keith GormanE-mail: keith.gorman@tampagov.net**Reference #2:**Name: City of St Cloud, FloridaAddress: 1300 9th St, St Cloud, FL 34769Telephone No.: (407) 957-7347 Fax No.: _____Contact: Scott AdamsE-mail: sladams@stcloud.org**Reference #3:**Name: City of Lakeland, FloridaAddress: 407 Fairway Ave, Lakeland, FL 33801Telephone No.: (863) 834-6000 Fax No.: _____Contact: Michael SlatonE-mail: michael.slaton@lakelandgov.net**Reference #4:**Name: City of Orlando, FloridaAddress: 1030 Woods Ave, Orlando, FL 32805Telephone No.: (407) 246-2370 Fax No.: (407) 246-3613Contact: Howard ElkinE-mail: howard.elkin@cityoforlando.net

WRITTEN QUESTION(S) FORM:

Any questions relative to interpretation of specifications or the solicitation process must be addressed to the City in writing. For uniformity, the City requests that you use the following format. No verbal inquiries will be accepted. Written questions must be received at least ten (10) days prior to the solicitation due date. Written questions received within ten (10) days of the solicitation due date will not be responded to. Please submit all questions to the Purchasing Agent as identified in this Invitation for Bids. This form is provided for your convenience, however, emails to the Purchasing Agent are acceptable.

Only written answers and clarifications in the form of a written Addendum to the solicitation will be binding. Oral answers will not be authoritative.

SOLICITATION NUMBER: IFB23-0119

DATE SUBMITTED: 2/9/23

SOLICITATION TITLE: SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS.

COMPANY NAME: American Grinding Company, LLC d/b/a American Sidewalk Management

ADDRESS: 1425 Coit Ave NE, Suite #200

CITY: Grand Rapids **STATE:** MI **ZIP:** 49505

CONTACT NAME: Joel Van Veen **PHONE:** (888) 556-7344

1. _____

2. _____

3. _____

4. _____

5. _____

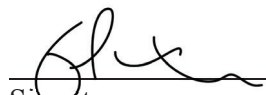
ADDENDUM ACKNOWLEDGMENT FORM:

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. <u>1</u>	Dated <u>1/31/23</u>
Addendum No. <u>2</u>	Dated <u>2/23/23</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Failure to submit acknowledgment of any Addendum that affects the Bid prices is considered a major irregularity and will be cause for rejection of the bid.

American Grinding Company, LLC d/b/a American Sidewalk Management
Company


Signature

President
Title

**"NO BID" RESPONSE
TO
INVITATON FOR BIDS**

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

If your firm is unable to submit a bid at this time, would you please provide the information requested in the space provided below and return to:

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

We have received Invitation for Bids No. **IFB23-0119, Sidewalk Inspection, Gridding, Removal & Repairs-** opening at **2:00 p.m., Local Time, City of Orlando, FL, on, March 2 2023.**

Reason for not bidding:_____

BY:

Signature

Name & Title, Typed or Printed

Company Name

BIDDERS EQUIPMENT LIST
Page 11, Section II Item E**Lease/Own****Make****Model****Year****VIN****Description of Vehicles Function**

Note: See Attachments A & B for all applicable equipment information.

ATTACHMENT “A”



SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

1. CITY OF ORLANDO CONSTRUCTION CONTRACT BID SPECIFICATIONS MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION

Notice of Minority Business Enterprise Requirement

Each Contractor must comply with the requirements, terms and conditions of Chapter 57, Article II and III, of the Code of the City of Orlando, Minority and Women-Owned Business enterprises (MBE/WBE), including the goals for minority and women-owned business participation and the goals for minority and female employment during the performance of this contract. The Contractor commits itself to the goals for minority and women-owned business participation and the goals for minority and female employment contained herein and all other requirements, terms and conditions of these bid conditions and Chapter 57 by submitting a properly signed bid and by executing an affidavit indicating both present and continued compliance with all minority and female requirements for this Contract. This notice is to assist you, however, there may be areas of concern to you which are not covered or which are only partially detailed herein. You, therefore, are encouraged to review Chapter 57 Articles II and III in their entirety.

The Contractor will appoint a company executive to assume responsibility for the implementation of such requirements, terms and conditions; and will provide the name and contact information for the said executive to the Compliance Official.

All Contractors are advised that the CITY specifically reserves the right that if during any fiscal year, bids are being sought by the CITY for a contract to provide supplies, services or construction and that the CITY has not achieved the goals established in accordance with the City Code, the contract may be awarded to the lowest responsible and responsive bidding minority or women-owned business enterprise, as applicable, meeting contract specifications unless it appears that the minority or women-owned business enterprise's bid is unreasonably priced, or if in the judgment of the CITY, the minority or women-owned business enterprise's bid is neither in the best interest of the CITY nor the lowest and best bid. For the purpose of this subsection, an "unreasonable price" is a price above competitive levels which cannot be attributed to the minority or women-owned business enterprise's attempt to cover costs inflated by the present effect of disadvantage or discrimination.

Part I: Goals for Minority Business Enterprise Program

A. It is the policy of the City of Orlando that Minority and Women-Owned Businesses shall have the maximum feasible opportunity to participate in the performance of CITY contracts.

B. The Contractor agrees to use its best efforts to carry out this Minority Business Enterprise Policy through award of subcontracts to Minority and Women-Owned Business Enterprises to the fullest extent consistent with the efficient performance of this Contract. As used in this contract, the term "minority business" is defined as a business firm which is at least 51% owned and controlled by minority group members and which has been officially certified by the CITY as an MBE. The minority ownership must exercise actual day-to-day management and independent control. For the purpose of this definition, minority group members are Black, Hispanic, American Indians, Alaskan Natives, Asian, and Pacific Islanders. As used in this Contract, the term "women-owned business" means a business firm which is at least 51% owned and controlled by women and which has been officially certified by the CITY as a WBE. The women ownership must exercise actual day-to-day management and independent control.

C. Only those companies which are certified, or companies which are certified by programs which have been granted reciprocity by the CITY, may be utilized to meet the goals established by Chapter 57. The Minority Business Enterprise Division Office can supply the Contractor with a list which names all those companies certified by the City. Should a Contractor wish to use a company granted certification through the City's reciprocity program, the Contractor should verify the status of that company with the Compliance Official prior to bid opening. Companies

qualified through the use of reciprocity may only be used when they have been previously approved by the Compliance Official and only if the Contractor has been unable to find a certified company to perform the subcontracted portion of the Contract using the criteria and requirements listed in the Good Faith requirements.

D. The Contractor agrees that at least 18% of the total dollar value of the contract on which the Contractor is bidding shall be subcontracted to Minority Business Enterprises; at least 6% of the total dollar value of the Contract on which the Contractor is bidding shall be subcontracted to Women-Owned Business Enterprises, unless these goals have been adjusted downward by the Compliance Official pursuant to Section 57.16. Such adjustments, if applicable, will be documented to you in the form of an addendum, otherwise the goals are as herein stated.

At least 18% of the Contractor's work force shall be minorities; and at least 6% of the Contractor's work force shall be female or, if such levels are not achieved, the Contractor agrees to provide firm evidence of a good faith effort to meet the percentages, as more fully set forth in Part III below.

E. For the purpose of this program, the term "subcontract" includes all construction, modification, equipment rental, materialmen, and service work, contracted for by the Contractor in the execution of the work under this Contract. Notwithstanding the fact that a Contractor may have the capability to complete the total project with its own work force and without the use of Subcontractors, each Contractor will still be required to take positive efforts to subcontract to minority and women-owned firms a share of the work consistent with the goals or obtain a waiver of such requirement from the CITY Compliance Official.

F. The Contractor should only use those minority or women-owned companies listed by or confirmed in writing through the Minority Business Enterprise Division in order to receive full credit.

G. The successful Contractor shall maintain records showing (a) awards to minority and women-owned businesses; (b) specific efforts to identify and award subcontracts to minority and women-owned businesses, (c) minority and female employment, (d) specific efforts to identify and employ qualified minorities and females, and (e) awards to non-minority and non-women owned businesses.

H. Monthly MBE and WBE utilization status reports shall be submitted to the MBE Division on the CITY's designated B2G Now electronic payment reporting system. The CONTRACTOR will also need to submit the B2G Now Monthly Audit Summary Report and any other affidavits and related documents required to establish compliance with the Minority and Women Business Enterprise program goals for the project with the **CONTRACTOR's Application for Payment**.

I. The MBE Division shall have the right to review and audit records, receipts and documents maintained by the Contractor, upon reasonable notice.

Part II.

Specific Good Faith Efforts for Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") Subcontractor Participation

The Contractor will be deemed in compliance with the City of Orlando Minority and Women-Owned Business Enterprise Chapter 57 Ordinance if it meets or exceeds the goals stated in Part I in its subcontracts, agreements and employment levels.

Contractors who fail to achieve their commitments to the goals for minority and women-owned subcontracting participation should demonstrate their good faith efforts by documentation which includes, but is not limited to, the following:

(1) Whether the Contractor, in the case of subcontract goals, at least ten (10) business days prior to the bid opening, provided written notice by electronic mail ("email"), facsimile, certified mail (return receipt request), or hand delivery, to all certified MBE's and WBE's which perform the type of work which the Contractor intends to subcontract, advising the MBE's and WBE's:

- (a) of specific work the Contractor intends to subcontract;
- (b) that their interest in the Contract is being solicited; and
- (c) how to obtain information about review and inspect the Contract plans and specifications.

(2) Whether the Contractor selected economically feasible portions of the work to be performed by MBE's or WBE's including where appropriate, breaking down Contracts or combining elements of work into economically feasible units. The ability of a Contractor to perform the work with its own work force will not in itself excuse a Contractor's failure to meet Contract goals.

(3) Whether the Contractor provided interested MBE's or WBE's assistance in reviewing the Contract plans and specifications.

(4) Whether the Contractor submits all quotations received from MBE's and WBE's, and for those quotations not accepted, an explanation of why the MBE or WBE will not be used during the course of the Contract. Receipt of a lower quotation from a non-MBE/WBE prior to or at the time of bid opening will not in itself excuse a Contractor's failure to meet Contract goals; provided, however, a Contractor's good faith efforts obligation does not require a Contractor to accept a quotation from a MBE/WBE which is an unreasonable price. For the purpose of this subsection an "unreasonable" price is a price above competitive levels which cannot be attributed to the MBE/WBE's attempt to cover costs inflated by the present effect of disadvantage or discrimination.

(5) Whether the Contractor elected to subcontract types of work that match the capabilities of solicited MBE/WBE's.

(6) Whether the Contractor's efforts were merely pro-forma and given all relevant circumstances, could not reasonably be expected to produce sufficient MBE/WBE participation to meet the goals.

(7) Whether the Contractor has provided a list of all MBE/WBE's with whom they negotiated.

(8) Whether the Contractor included at the time of bid opening a list of the Contractor's proposed Subcontractors, on the Letter of Intent form, provided as set forth in Attachment 1; or submitted on company letterhead in substantially the same manner, signed by the Contractor and containing the number of Contract dollars to be awarded to each proposed MBE/WBE subcontractor. A final executed copy of the Letter of Intent, with the MBE/WBE's signature(s), must be provided to the Compliance Official no later than two (2) business days after the bid opening.

In determining the sufficiency of a Good Faith effort, the City may also review (1) whether the MBE or WBE goal was met by other bidders; and (2) whether the Contractor has on other contracts within the past six (6) months utilized MBE/WBE's.

If a Contractor fails to meet the goals as established in this document, the Contractor must provide the previously listed "good faith" information (including the Letter of Intent) at the time that the bids are opened; if the Contractor meets the goals as listed, he must submit a Letter of Intent, signed by an authorized agent of the Contractor, at the time of the bid opening (see paragraph 8 of Part II for further information).

If a Contractor fails to meet the goals as listed herein but has provided good faith documentation as contained in Part II above, the Compliance Official may provide an extension of no more than five (5) business days. At the end of that period the Compliance Official shall once again review the Contractor's efforts to subcontract with MBEs and WBEs to ensure that the Contractor has made a good faith effort to comply.

While no Contractor shall be found to be in non-compliance solely on account of failure to meet the MBE/WBE goals, Contractors which fail to achieve the goals and fail to make good faith efforts to achieve the goals may have their bids rejected as non-responsive, have bid award rescinded or may have other penalties imposed pursuant to Chapter 57.

SUPPLEMENTARY CONDITIONS

2.26.20

The Compliance Official will review the documentation presented by the Contractor for compliance with this document and Chapter 57. Minority Business Enterprise and Women Business Enterprise Subcontractors listed by the Contractor in the Letter of Intent cannot be changed by the Contractor without the prior written approval of the Compliance Official.

Part III.
Specific Good Faith Efforts for Minority and Female Employment

Contractors who fail to achieve their commitments to the goals for minority and female employment must demonstrate their good faith efforts by documentation which includes at least the following:

- 1) Whether the Contractor has attempted to recruit minority or female employees through the use of the media, local hiring pools or other recruitment methods;
- 2) Whether the Contractor has initiated training programs to encourage the use of minority or female employees;
- 3) Whether the Contractor has made use of any local agencies (i.e., Blueprint Employment Office) which promote the placement of minority or female employees;
- 4) Whether the Contractor recruited for positions for which there are qualified minority or female applicants;
- 5) Whether the Contractor offered salaries which are comparable with standard local industry practices.

If the Contractor is unable to meet the employment goals, has properly documented good faith effort, and the Compliance Official determines that the deficiencies are correctable, the Compliance Official shall inform the Contractor as to what actions must be taken to correct the deficiency. The Compliance Official will review the documentation presented by the Contractor for compliance with this document and Chapter 57.

If there is any deviation from the MBE Utilization proposal as noted in the Contractor's submission, such deviation must be justified to the City. All deviations, whether before or after contract award and/or whether before or after commencement of work on the project, shall be reported to and approved by the Compliance Official. Failure to report deviations must be considered an inaccuracy or falsification and may result in a finding that the Contractor is non-responsive and the bid may be rejected or the Contract terminated for that reason.

Contractors are required to execute and submit to the Compliance Official, copies of all ordinance-related sub-agreements within seven (7) days after Contract award, and from time to time, advise the Compliance Official of the status of its compliance with appropriate requirements.

If it is determined by the Compliance Official that a Contractor with the CITY for construction services at any time during the said term of Contract failed to maintain the minority and female employment levels and minority and women-owned business enterprise percentages established pursuant to City Code and set forth herein and also failed to show a good faith effort to maintain said levels and percentages, the Compliance Official shall document the non-compliance and shall attempt to resolve the discrepancy with the Contractor's assistance. If the Contractor fails to correct the violation, the City may then impose appropriate penalties.

The Compliance Official shall designate a Contract Compliance Investigator or the MBE Project Manager to investigate whether a contractor with the City for construction services has at any time during the term of said contract failed to maintain the minority employment levels and minority business enterprise percentages established pursuant to [Section 57.16](#) of City code and also failed to show a good faith effort to maintain said levels and percentages, the Contract Compliance Investigator or the MBE Project Manager shall document the non-compliance and report it to the Compliance Official. If the contractor fails to come into compliance or fails to show a good faith effort to come into compliance within fifteen (15) days in the case of minority employment levels, and within fifteen (15) days in the case of minority business enterprises, the Compliance Official may then

impose appropriate penalties upon the contractor, to include but not be limited to (a) forfeiture of a portion of the retainage withheld pursuant to the contract, commensurate with the extent of the violation, (b) withhold MBE approval memorandum for failure to comply, and (c) M/WBE de-certification. The Compliance Official may in his discretion refer the contractor to the Chief Procurement Officer for debarment from submitting future bids to the City for a period of one (1) year.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the State of Florida Department of Management Services stating that your company is certified as a veteran business enterprise:

Business Name: _____

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

Note: Not applicable as American Grinding Company, LLC will self-perform all work.

2. RESPONSIBLE CONTRACTOR'S POLICIES/DAVIS-BACON PAY RATE AND CLASSIFICATION

The wage rates set forth in the applicable Wage Determination General Decision for Orange County, Florida, identified in the Invitation for Bid, shall be the minimum hourly wage for the stated job classification to be paid to workers on this Project. However, no CONTRACTOR or Subcontractor's worker shall be paid at a rate less than the Living Wage of \$15.00 per hour. The CONTRACTOR shall post a copy of the CITY'S Living Wage and Responsible Contractor's Policies set forth in the Supplementary Conditions as Attachment 2 at CITY designated locations on the Project site.

3. SOCIAL SECURITY NUMBER COLLECTION

Pursuant to Section 119.071(5) of Florida law, the City is required to provide notification in writing of the purposes for which an individual's social security number is collected. The City collects social security numbers for the following purposes: identification and verification; tracking, employment verification and auditing. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

4. E-VERIFY

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract. In addition, Contractor shall require any subcontractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Contract.

Note: See Attachment A

LETTER OF INTENT

[*Instructions* Contractor shall place the following, in substantially the same form as provided below on their letterhead. In the event a Contractor fails to meet the MBE/WBE percentage goals and minority and female workforce as required by the attached documents, the Contractor shall complete and submit this Letter of Intent AT BID OPENING and shall provide evidence of a good faith effort as required by the "City of Orlando Construction Contract Bid Specifications Minority and Women-Owned Enterprise Participation, and Minority and Female Workforce percentages". Once the bids are opened, the Letter of Intent must be signed by the MBE/WBEs and returned to the Minority Business Enterprise Division no later than two days after bid opening.]

Dear Compliance Official:

I _____ have entered into an agreement(s) with the following Minority
(Name of Contractor)
and/or Women-Owned Business Enterprise(s) to do the following work for the listed, total contract amounts.

- 1) _____
(MBE/WBE)

(Scope of Work)

(Subcontract Price)

(NOTE: Extend list for additional MBE/WBE(s) as needed)

The total percentage of the Contract being performed by MBEs _____ %
The total percentage of the Contract being performed by WBEs _____ %

The total dollar amount of contracts being performed by MBEs \$ _____
The total dollar amount of contracts being performed by WBEs \$ _____

The total percentage of the workforce or employment being performed by minorities _____ %
The total percentage of the workforce or employment being performed by females _____ %

I understand that I shall not be allowed to substitute or change MBE/WBE Subcontractors nor their scope of work nor the percentage of work performed by them, without the express prior approval of the Compliance Official.

[] **I was unable to meet the MBE and/or WBE goals on the project. My "good faith" effort documentation is attached to this letter.**

Authorized Agent of Contractor (must be signed)

Date

Authorized Agent of MBE/WBE
(must be signed within two (2) days after bid opening)

Date

SUPPLEMENTARY CONDITIONS
10/21/19

LIVING WAGE AND RESPONSIBLE CONTRACTOR'S POLICIES

The following City policies are applicable to this construction Project:

- (1) CONTRACTOR, as well as its Subcontractors at all tiers, shall pay to all of their employees providing services pursuant to a contract with the CITY, a living wage for the time spent providing services to the CITY. (This provision does not include general administrative personnel unless they are assigned to a CITY project.) "Living wage" means compensation for employment of not less than \$15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision and the CONTRACTOR shall allow the CITY to audit (at CONTRACTOR's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future CITY contracts at the sole option of the CITY.
- (2) The CONTRACTOR, when paying its workers on this Project, shall pay such workers an hourly wage, based on classification for the Orlando region established by the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5) (hereinafter "hourly wage").
- (3) The CONTRACTOR shall post a copy of the CITY'S Living Wage and Responsible Contractor's Policies at designated locations on the Project site as required by the Contract Documents.

DATE: 1/31/2023

TO: All Bidders

FROM: Silvia Coste, CPP, Senior Purchasing Agent
Procurement and Contracts Division

SUBJECT: Sidewalk Inspection, Grinding, Removal & Repairs.
Transmittal of Addendum Number One (1)
IFB23-0119

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

A. WRITTEN QUESTION RECEIVED AND ANSWER:

Question No. One (1):

Regarding the project out for bid IFB23-0119; SIDEWALK INSPECTION, GRINDING, REMOVAL & REPAIRS, page 7 (Submittal Check List) shows a requirement of “FDOT Qualification in Intermediate Maintenance [sic] of Traffic Control.” However, according to the FDOT Prequalification Work Classes (please see attached) Intermediate Maintenance of Traffic Control is not one of them.

Answer No. One (1):

As stated on page 11 G. and page **page 13 J., the Contractor** shall have a certified Florida Department of Transportation Intermediate Maintenance of Traffic (M.O.T.) Control person.

FINAL COMMENT: Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received after the cut-off date for questions by respondents as specified on Section 00030-1 of the Invitation to Bid will not be given any consideration. Firms are reminded to review the original solicitation and all subsequent Addenda issued.

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

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

PROCUREMENT AND CONTRACTS DIVISION

SIGNATURE PAGE

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

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

American Grinding Company, LLC d/b/a American Sidewalk Management

NAME OF BUSINESS

BY:



February 15, 2023

SIGNATURE/DATE

Joel Van Veen / President

NAME & TITLE, TYPED OR PRINTED

1425 Coit Ave NE, Suite #200

MAILING ADDRESS

Grand Rapids, MI 49505

CITIES, STATE, ZIP CODE

(888) 556-7344 / (888) 556-7344

AREA CODE WITH TELEPHONE and FAX NUMBERS

DATE: February 23, 2023

TO: All Bidders

FROM: Silvia Coste, CPP, Senior Purchasing Agent
Procurement and Contracts Division

SUBJECT: Sidewalk Inspection, Grinding, Removal & Repairs.
Transmittal of Addendum Number Two (2)
IFB23-0119

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

A. BID BOND FORM:

For your convenience a Bid Bond Form is being provided. However, your surety company should be able to provide their own standard form. See ATTACHMENT "A" BID BOND FORM from this addendum.

B. WRITTEN QUESTION RECEIVED AND ANSWER:

Question No. One (1):

Is a Performance & Payment Bond Required? VendorLink states that a Performance & Payment Bond is not require that only a Bid Bond is required.

Answer No. One (1):

No, a Performance and Payment bond is not required for your total base bid at bid time. A Performance and Payment Bond will only be required if an individual job is \$200,000.00 or over. Yes, a 10% Bid Bond is required at Bid Opening of your total Base bid.

Question No. Two (2):

On page 11 under Item I - General, A, the specifications state that the minimum grinding rate is to be no less than 500 linear feet per day and have an average of 250 to 350 linear feet per day. Is the required average also supposed to be 500+ linear feet per day to match the minimum grinding rate?

Answer No. Two (2):

The minimum grinding rate is 500 linear feet per day." delete the statement "average 250 to 350 linear feet per day.

Question No. Three (3):

If a certified check is used to meet the bid bond requirement, how should that be submitted to the City? This is a question due to the requirement to submit bid responses electronically. If a

PROCUREMENT AND CONTRACTS DIVISION

certified check needs to be mailed, please provide instructions on how it should be sent, where it should be sent to, and any further information necessary for submission.

Answer No. Three (3):

If a certified check is being used to satisfy the 10% Bid Bond, please submit a copy of the check with your bid response. The original check can be delivered by hand or mail. The delivery location is: City Hall/ Procurement and Contracts Division 4th Floor, ATT: Silvia Coste, 400 South Orange Ave., Orlando, F 32801. Please reference the project name and number.

Question No. Four (4):

For use of proprietary equipment that is exempt from disclosure does the City of Orlando have a form that should be used or should it simply be identified as such in the bid submission?

Answer No. Four (4):

Please identify this equipment separately marked proprietary and confidential, also include the law language that exempt this from becoming public records.

Question No. Five (5):

If a non-MBE/WBE company plans to self-perform all work (and no subcontractors are expected to be used), how should the Letter of Intent in the 'Supplementary Conditions' be completed?

Answer No. Five (5):

Please refer to your bid documents under the **Supplementary Conditions: Specific Good Faith Efforts for MBE & WBE Part II (2):**

Whether the Contractor selected economically feasible portions of the work to be performed by MBE's or WBE's including where appropriate, breaking down Contracts or combining elements of work into economically feasible units. The ability of a Contractor to perform the work with its own work force will not in itself excuse a Contractor's failure to meet Contract goals.

All bidders should make an effort to achieve the MBE & WBE program goals by selecting MBE & WBE firms for subcontracting opportunities. Please refer the bid documents page 28: #20--

Evaluation of Bid Award.

FINAL COMMENT: Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received after the cut-off date for questions by respondents as specified on Section 00030-1 of the Invitation to Bid will not be given any consideration. Firms are reminded to review the original solicitation and all subsequent Addenda issued.

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

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

SIGNATURE PAGE

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

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

American Grinding Company, LLC d/b/a American Sidewalk Management

NAME OF BUSINESS

BY: 

February 27, 2023

SIGNATURE/DATE

Joel Van Veen, President

NAME & TITLE, TYPED OR PRINTED

1425 Coit Ave NE, Suite #200

MAILING ADDRESS

Grand Rapids, MI 49505

CITIES, STATE, ZIP CODE

(888) 556-7344 / (888) 556-7344

AREA CODE WITH TELEPHONE and FAX NUMBERS

ATTACHMENT “A”



BID BOND FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Orlando, Florida, hereinafter called the CITY in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated _____, 20____, for the construction of _____.

NOW THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the contract documents, and shall within fifteen (15) calendar days after receipt of the Notice of Award enter into a written contract with the CITY in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into said contract, or failure to give such bonds within the time specified, if the Principal shall within twenty (20) days after request by the CITY pay to the CITY the difference between the amount specified in said bid and the amount for which the CITY may procure the required work if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the CITY is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Note: Please see a copy of the Cashier's Check used to satisfy the Bid Bond requirement included in Attachment A.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals
this _____ day of _____, 20____.

WITNESS:
(if individual or partnership)

(signature)

(Print Name)

PRINCIPAL

By: _____
(signature)

Name: _____

Title: _____

ATTEST (if corporation)

By: _____
(signature)

Name: _____

Title: _____

(Corporate Seal)

SURETY

By: _____
(signature)

Name: _____

Title: _____

(Surety Seal)

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety

Any claims under this bond may be addressed to:

Name of Surety

Mailing Address

Street Address

Telephone number of Surety
and agent or representative
in Florida

_() _____

_() _____

**AMERICAN GRINDING COMPANY, LLC
D/B/A AMERICAN SIDEWALK MANAGEMENT**

ATTACHMENT A

**SUPPORTING INFORMATION FOR THE CITY OF
ORLANDO IFB23-0119, SIDEWALK INSPECTION,
GRINDING, REMOVAL & REPAIRS**

1. COMPANY INTRODUCTION

American Grinding Company (AGC) d/b/a American Sidewalk Management specializes in sidewalk trip hazard removal utilizing our state-of-the-art equipment. Since 2012, we have provided sidewalk trip hazard removal services for over 100 cities across the United States in Florida, Georgia, North Carolina, South Carolina, Texas, Indiana, Ohio, and Michigan.

Using our equipment, all trip hazards removed meet the change of gradient and slip-resistance standards for pedestrian surfaces as required by the Americans with Disabilities Act (ADA) which increases access for mobility-impaired residents, and the Occupations Safety and Health Administration (OSHA).

We have worked with the City of Orlando since 2014 and during that time have provided the city with excellent service and the most efficient and effective option for sidewalk trip hazard removal. Additionally, we have a proven ability to complete projects of this size, which our references and the City of Orlando can attest to.

2. WHY UTILIZE AGC FOR SIDEWALK TRIP HAZARD REMOVAL

- AGC has demonstrated experience in completing trip hazard removal work of any project size. In 2022 alone, we removed over 100,000 linear feet of trip hazards from the sidewalks in Orlando, Florida.
- We have a proven ability to remove, on average, 500+ linear feet of trip hazards per day.
- We provide a service package that includes but is not limited to grinding, cutting, removal and replacement, and surveying.
- Demonstrated ability to meet the trip hazard location documentation requirements (sub-meter accurate GPS coordinates and all other relevant information) for all locations where work is completed.
- Modern and well-maintained equipment is utilized at all times. All equipment is considered state of the art in terms of speed, efficiency, environmental care, and quality of finished product.
- AGC has a perfect safety record.
- Experienced staff members (**min 2 on-site at all times**) who understand the requirements for working in public places. By having a minimum of 2 crew members on-site, AGC ensures that pedestrian safety is of the utmost importance and has a clear line of sight in **BOTH** directions to cease operations if a pedestrian approaches the work-site. AGC's crews fully understand the importance of treating the public in a civil manner and carry out their duties at all times with as little inconvenience and disturbance to others as possible. Should problems occur, they are immediately relayed to the Director of Operations and a resolution sorted out amicably. In each city we work in, the great majority of the public are enthused that we are proactively working to make sidewalks safe.
- Our proprietary vacuum system ensures that all waste is collected efficiently and removed from the worksite in a manner that has no detrimental environmental or safety consequences. Our equipment is also fitted with a heavy-duty dust extractor, which removes airborne dust during the trip hazard removal process.
- No portable vacuum systems (ie: shop vacuums, etc) are used as a part of our process as they are not powerful enough to effectively contain OSHA recognized, hazardous airborne silica dust generated by concrete grinding.
- 100% of our concrete waste removed during the trip hazard removal process is recycled.
- Our process is completely water free.
- No subcontractors are used as a part of our process.
- Trip hazards are removed without damage or visible markings to adjacent sidewalk slabs and are removed to a zero-point differential between adjacent slabs. Once a trip hazard is removed, the resulting surface is not rounded or concave, but is uniform in both appearance and texture.

- Consistency of quality for removed trip hazards is ensured by a combination of 100% auditing of each and every trip hazard removed as well as by accurate level measurements taken on-site utilizing state of the art digital levels and relating the pitch/inclination of the finished product with contract requirements.
- Our noise minimizing equipment has been measured at 73 decibels at 10 ft.

3. EQUIPMENT

*** See Attachment B for information on **CONFIDENTIAL** equipment ***

Modern and well-maintained commercial grade equipment is utilized at all times. All equipment is owned by AGC and is considered state of the art in terms of speed, efficiency, environmental care, and quality of finished product. AGC has multiple pieces of equipment and crews. As a result, we can utilize additional equipment as necessary to ensure production goals are met.

In addition to the CONFIDENTIAL equipment listed in Attachment B, our equipment consists of;

- 1) 2017 Dodge Ram 2500 Pickup Truck for transport of crew & trailer.
 - a. Owned by AGC, VIN 1FTNF20578EC13943
- 2) 2022 Cargo-Mate Enclosed Trailer for transport of equipment.
 - a. Owned by AGC, VIN 3C6TR4CT7HG771117
- 3) iPad & Trimble GNSS R1 Receiver to collect data points with sub-meter accuracy
- 4) M-D 92346 Smart Tool Digital Inclinometer
- 5) Hammerhead HLLT10 Digital Level
- 6) Digital height measuring tool
- 7) Additional owned equipment includes:
 - a. Safety items; vests, cones, and MOT signage as necessary
 - b. Broom and bucket to clean up any excess concrete waste
 - c. 20-gallon buckets to transport concrete waste to recycling facility

4. REFERENCES

The below references can verify work of a similar nature completed by American Grinding Company. Contacts listed as a part of current contracts noted above can be used as additional references.

- 1) Project: City of Myrtle Beach, South Carolina
Contact: Eric Norris
enorris@cityofmyrtlebeach.com
(843) 918-2000
- 2) Project: City of Lakeland, Florida
Contact: Michael Slaton
Michael.Slaton@lakelandgov.net
(863) 834-6000
- 3) Project: City of St Cloud, Florida
Contact: Scott Adams
sladams@stcloud.org
(407) 957-7347
- 4) Project: City of Tampa, Florida
Contact: Keith Gorman
keith.gorman@tampagov.net
(813) 274-8901
- 5) Project: City of Orlando, Florida
Contact: Howard Elkin
Howard.elkin@cityoforlando.net
(407) 246-2370

5. KEY PERSONNEL & QUALIFICATIONS

1) Joel Van Veen – President

Joel started American Grinding Company in 2012. With a background in finance and sales, Joel has worked diligently for the last 10 years to help cities make their sidewalks safe and ADA/OSHA compliant.

2) Paul Slotsema – Director of Operations

Paul joined American Grinding Company in 2013 as the Director of Operations. He oversees planning, project management, and quality control of over 300,000+ linear feet of trip hazard removal each year. Before joining AGC Paul spent 10 years with Cummins working in engineering, operations, and project management.

3) Jonathan Neeley – Business Development

Jonathan joined American Grinding Company in 2017. Before joining AGC, Jonathan spent 20+ years in sales working with government agencies throughout Florida and the Southeast United States.

6. SUPPLEMENTARY CONDITIONS

Company Executive appointed: Joel Van Veen / (888) 556-7344

Good Faith Documentation:

American Grinding Company, LLC will self-perform all work related to this IFB. As noted in Attachments A & B our process and equipment are proprietary to our company. Our employee training is an extremely specialized program requiring 8 weeks to learn to operate our equipment proficiently. Additionally, as our equipment is proprietary to American Grinding Company, LLC it, therefore, cannot be reasonably be expected to be subcontracted out.

Note that 45% of American Grinding Company's workforce are minorities and 9% are female.

Additionally, note that all employees are paid a wage that meets or exceeds the requirements outlined in this IFB.



Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

American Grinding Company, LLC

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

American Sidewalk Management

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

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

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

1425 Coit Ave NE, Ste #200

6 City, state, and ZIP code

Grand Rapids, MI 49505

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

4 5 - 5 0 6 8 7 7 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign
Here

Signature of
U.S. person ►

Date ► February 15, 2023

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

CERTIFICATE OF COMPLETION

April 2, 2024 City Council Regular Session Agenda Packet

PAUL SLOTSEMA

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Intermediate Course

Training Provider:

myTTConline

83 Geneva Dr. Ste. 621394

Oviedo FL 32762

Phone: 407-901-0206

Verify this Certificate by visiting www.motadmin.com

03/11/2022

Issue Date

03/11/2026

Expiration Date

J. O

Instructor

83032

Certificate No.



CASHIER'S CHECK



Remitter: AMERICAN GRINDING COMPANY, LLC

Date 02/28/2023

9179215975

Void after 7 years

25-3
440

Pay To The Order Of: CITY OF ORLANDO

Pay: EIGHTY THOUSAND
DOLLARS AND 00 CENTS

**** 80,000.00 ****

Do not write outside this box

Memo: _____
Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

Rebecca Griffin

Rebecca Griffin, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Columbus, OH



⑈9179215975⑈ ⑆044000037⑆ 758661326⑈

Note: Copy of cashier's check for use as Bid Bond. Originally check sent via FedEx to the location noted in Addendum #2.

**AMERICAN GRINDING COMPANY, LLC
D/B/A AMERICAN SIDEWALK MANAGEMENT**

ATTACHMENT B

**EQUIPMENT SPECIFICATIONS FOR CITY OF ORLANDO
IFB23-0119, SIDEWALK INSPECTION, GRINDING,
REMOVAL & REPAIRS**

CONFIDENTIAL / TRADE SECRET

The information contained in this document is

REDACTED, EXEMPT FROM PUBLIC DISCLOSURE

as defined by Florida statute 815.045. Trade secrets as defined by Section 812.081, ES, and pursuant to Section 815.045, ES trade secret information is “...expressly made confidential and exempt from public records law because it is a felony to disclose such records”.

****CONFIDENTIAL/TRADE SECRET****





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

DATE: April 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Approval of Employment Contract with Vince Sandersfeld, Acting City Manager

Introduction:

This is an opportunity for the City Council to review and approve a contract between Vince Sandersfeld and the City of Mount Dora.

Discussion:

On January 22, City Council appointed Vince Sandersfeld to the position of Acting City Manager. Subsequently, on March 19, 2024, the City Council authorized the City Attorney to negotiate an agreement with Mr. Sandersfeld, which is attached hereto.

Budget Impact:

There is no impact to the budget associated with this action. Salary compensation is included in the current budget funding for the City Manager's position.

Strategic Impact:

Objective 3.2. Attract and maintain city human resources through competitive compensation and benefits

Recommendation:

The City Council to approve the agreement as presented.

Attachment(s):

1. Vince Sandersfeld - Interim City Manager Agreementdocx

Prepared by: Vince Sandersfeld, Acting City Manager
Reviewed by: City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, Acting City Manager

Approved - 3/27/2024
Approved - 3/27/2024
Final Approval - 3/27/2024

**EMPLOYMENT AGREEMENT:
ACTIVE CITY MANAGER**

THIS AGREEMENT is made by and between the City of Mount Dora (“City”) and Vince Sandersfeld (“Employee”).

WHEREAS, the Employee has agreed to provide City Manager services to the City for a temporary period of time; and

WHEREAS, the City desires to engage and contract with the Employee pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the parties agree as follows:

SECTION 1. TERM AND TERMINATION.

The term of this Agreement shall begin on April 2, 2024, and shall continue until terminated by one of the parties providing at least two weeks, written notice to the other party.

SECTION 2. TASKS, DUTIES, AND SCOPE OF WORK.

A. The Employee shall act as the City Manager for the City of Mount Dora during the term of this Agreement and shall perform the functions and duties as specified from time to time by the City Council and as set forth in the City Charter, the City Code, City Policies and any and all applicable Florida and Federal laws.

B. The Employee agrees to fully and faithfully perform the duties and responsibilities of the City Manager for the City of Mount Dora.

C. The Employee shall supervise the employees of the City, ensuring the performance of the operational activities necessary to provide high-quality services for the benefit of the City and its citizens.

SECTION 3. COMPENSATION.

A. The Employee shall be considered an exempt employee and shall be compensated at an annual base salary of \$177,000.00 (gross), less any required withholdings, FICA and other standard or mandatory deductions, commencing retroactively on January 22, 2024, and continuing until the end of the two-week notice of termination period.

B. Said compensation shall be paid to Employee through electronic deposit as designated by the Employee from time to time. Employee will receive appropriate corresponding 401K contribution per City Policy based on the base salary stated herein, commencing retroactively on January 22, 2024.

C. During the term of this Agreement, Employee shall accrue paid leave, for use as he deems necessary and appropriate, at a rate of eight (8) hours in each pay period. Upon termination of this Agreement, Employee shall receive any unused accrued paid leave in his final paycheck.

SECTION 4. VEHICLE ALLOWANCE.

Commencing retroactively on January 22, 2024, Employee shall receive a vehicle allowance in the amount of \$500.00 per month paid for by the City during the entire term of

this Agreement.

SECTION 5. INDEMNIFICATION.

A. City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's duties as Active City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. City may choose, in its sole discretion, the appropriate attorney or firm to represent Employee as provided herein.

B. Legal representation, provided by City for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. City shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of City in order for indemnification, as provided in this Section, to be available.

C. Employee recognizes that City shall have the right to compromise and settle any claim or suit covered by this indemnity obligation. If Employee is a named party to any such litigation or claim, he shall have the right to decline to settle the litigation or claim as to himself, but in such event, City shall have the right to opt to no longer defend and/or indemnify Employee.

SECTION 6. POST-TERMINATION.

Immediately following termination of this Agreement, Employee shall be allowed to resume his role as City Planning Director per the terms and conditions of his employment preceding this Agreement, except that Employee's salary will be increased 5% above that amount which he received as Planning Director immediately prior to entering into this Agreement and Employee will continue to receive a car allowance of \$500.00 per month.

SECTION 7. AMENDMENT AND SEVERABILITY.

This Agreement may not be amended or terminated except by instrument in writing executed by both parties hereto. If any clause or provision of this Agreement is found to be void, invalid, or unenforceable, it shall be severed from the remaining provisions and clauses, which shall remain in full force and effect.

SECTION 8. GOVERNING LAW AND VENUE.

This Agreement shall be governed by the laws of the State of Florida applicable to agreements made and entirely to be performed therein, and venue for any litigation brought to enforce this Agreement shall lie exclusively in the Circuit or County Court in Lake County, Florida.

SECTION 9. WAIVER.

No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding

unless in writing and signed by the party waiving the breach.

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

City shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other law.

SECTION 11. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties, and no other promises or agreements shall be binding unless signed by all parties. All prior representations regarding this Agreement are hereby expressly disclaimed by all parties unless incorporated herein.

IN WITNESS WHEREOF, the parties hereto, have executed this Agreement on the _____ day of April 2024.

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.

Patrick Brackins, City Attorney

EMPLOYEE

Vince Sandersfeld



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

DATE: April 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Approval of Real Property Purchase Agreement for 308 E. 5th Avenue

Introduction:

This is a request for City Council to approve the Real Property Purchase Agreement for 308 East 5th Avenue.

Discussion:

The City has the opportunity to purchase the office building and parking lot located at 308 East 5th Avenue diagonally across the street from City Hall. The lot size is 98 ft by 127 ft (or 12,446 sq. ft.) . The building (2-stories) size is 3,732 sq. ft. with 15 existing parking spaces. The City's Building Division and other City offices are in need of additional office space. There is the potential to add additional parking spots to the 12,445 sq. ft. property. The City has the opportunity to purchase and renovate this property with funds from the Building Division revenues. Funds are available from the Building Division for the land purchase.

The asking price for this property is \$1,975,000. The City did order an appraisal of the property and a new survey as part of due diligence. It should be noted this building has historical significance in our City. This property has served our residents as a school and as the second library location in our City's history. Additionally, the location being across the street from City Hall makes this location a perfect fit for a Development Services Center, which would house the Planning and Development Department, including Building Services, Planning & Zoning, CRAs, and Code Compliance. By placing the Building Services Division at this property, this acquisition will have a minimal impact on the General Fund Budget. This proposed purchase will ensure the preservation of this historically significant building for decades to come. The appraisal came in at \$1,437,000. The appraisal took into consideration that the commercial office space was vacant and not currently generating lease revenue. Given the location, additional parking and cost to build a new building on land the City doesn't currently own, this purchase at the asking price is the most financially feasible option with the greatest overall impact on the City's ability to serve our residents, businesses and visitors.

If this purchase agreement is approved, staff will engage the architects to draw up the renovation plans for the facility as quickly as possible. The renovations will include a new roof, a new

energy-efficient HVAC system, an ADA ramp on the parking lot side of the building, an ADA bathroom, the addition of some walls to divide offices into smaller offices, painting the building to match the appearance of City Hall, removing the carpet and wallpaper, and repainting the interior. The Building Department has \$2,500,000 allocated in the current year's budget to purchase and renovate office space.

Budget Impact:

Purchase price of \$1,975,000 plus closing costs and fees, which is budgeted at GL 310-5555-580.62-01-BD2313.

Strategic Impact:

Redevelopment and Historic Preservation

Recommendation:

City Council approve the Real Property Purchase Agreement for 308 E. 5th Avenue.

Attachment(s):

1. 5th St contract signed by seller

Prepared by: Adam Sumner, CRA Administrator
Reviewed by: Aneta Barton, Budget Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, Acting City Manager

Approved - 3/25/2024
Approved - 3/27/2024
Approved - 3/27/2024
Final Approval -
3/27/2024

Commercial Contract

1. PARTIES AND PROPERTY: City of Mount Dora, Florida ("Buyer")

agrees to buy and 308 East 5th Avenue, LLC ("Seller")

agrees to sell the property at:

Street Address: 308 East 5th Avenue, Mount Dora, Florida 32757

Legal Description: Tax Parcel ID No. 32-19-27-2400-000-00400 (Alt. Key No. 1476071)

and the following Personal Property:

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: \$ 1,975,000.00

(a) Deposit held in escrow by: \$
("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: Phone:

(b) Additional deposit to be made to Escrow Agent

☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within ____ days after Effective Date \$

(c) Additional deposit to be made to Escrow Agent

☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within ____ days after Effective Date \$

(d) Total financing (see Paragraph 5) \$

(e) Other \$

(f) All deposits will be credited to the purchase price at closing.

Balance to close, subject to adjustments and prorations, to be paid
via wire transfer.

\$ 1,975,000.00

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before April 10, 2024, this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or _____. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the essence in this Contract.

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on or before May 30, 2024 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

Buyer (____) (____) and Seller DAP (____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) **Location:** Closing will take place in Orange/Broward County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: On or before _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or \$_____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as Government Building for City Building Department

(a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☐ **Seller's** ☒ **Buyer's** expense and within 15 days after Effective Date or at least _____ days before Closing Date deliver to **Buyer** (check one) ☐ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☒ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

Buyer (_____) (_____) and **Seller** DJP (_____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller cures the defects within _____ days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

(i.) ☒ Seller will, within 15 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

_____ prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the date this Contract is terminated.

☒ Buyer will, at ☐ Seller's ☒ Buyer's expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ Buyer will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$_____ (1.5% of the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b))

☐ **(a) As Is:** Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period:** Buyer will, at Buyer's expense and within 30 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems appropriate. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. ~~Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent.~~ In the event this transaction does not close, (1) Buyer will repair all damages to the

Buyer (____) (____) and Seller DAR (____) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) **Possession and Occupancy:** **Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) **Costs:** **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) **Documents:** **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

Buyer (____) (____) and **Seller**  (____) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of **Buyer's** deposit without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. If **Buyer** elects a deposit refund, **Seller** may be liable to **Broker** for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and **Broker**, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

Buyer (_____) (_____) and **Seller**  (_____) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

251 **17. DISCLOSURES:**

252 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
253 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of
254 commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the
255 owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not
256 attach to any interest in real property. This lien right cannot be waived before the commission is earned.

257 (b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special
258 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
259 liens, if any, shall be paid as set forth in Paragraph 9(e).

260 (c) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
261 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
262 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
263 and radon testing may be obtained from your county public health unit.

264 (d) **Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by
265 Section 553.996, Florida Statutes.

266 **18. RISK OF LOSS:**

267 (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will
268 bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to
269 Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and
270 Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim
271 to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any
272 such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of
273 the Buyer.

274 (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
275 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this
276 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of
277 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at
278 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate
279 with and assist Buyer in collecting any such award.

280 **19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☒ is not
281 assignable ☐ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement
282 to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This
283 Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if
284 assignment is permitted).

285 **20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller.
286 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
287 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
288 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
289 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
290 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
291 construed under Florida law and will not be recorded in any public records.

292 **21. BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a
293 licensed real estate Broker other than:

294 (a) **Seller's Broker:** Watson Realty Corp. Tarrant Potter
295 352-536-6530 639 N Donnelly Street Movat Doda FL 32757 352 536 6530
(Company Name) (Licensee)
(Address, Telephone, Fax, E-mail)

296 who ☒ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated by
297 ☒ Seller ☐ Buyer ☐ both parties pursuant to ☒ a listing agreement ☒ other (specify 1% list side Broker
298 2% to buyers agent Broker)
299

300 (b) **Buyer's Broker:** RMA Real Estate Services, LLC Bill Dehlinger
301 407-712-5166
(Company Name) (Licensee)
(Address, Telephone, Fax, E-mail)

Buyer () () and Seller DM () acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

302 who ☒ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by
303 ☐ Seller's Broker ☐ Seller ☒ Buyer ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)
304

305 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
306 inquiries, introductions, consultations, and negotiations resulting in this transaction. ~~Seller and Buyer~~ agree to
307 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
308 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
309 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
310 Paragraph 10, (3) any duty accepted by Broker at the request of ~~Seller or Buyer~~, which is beyond the scope of
311 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
312 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of ~~Seller or Buyer~~.

313 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
314 this Contract):

315 ☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
316 ☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
317 ☐ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
318 ☐ Seller Representations	☐ Seller Financing	☐ Other _____

319 **23. ADDITIONAL TERMS:**

320 City Manager may approve minor amendments including, but not limited to date extensions and execute same
321 on behalf of City.
322 _____
323 _____
324 _____
325 _____
326 _____
327 _____
328 _____
329 _____

330 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
331 ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL
332 FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE
333 PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE
334 EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR
335 REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER
336 ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL
337 REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER
338 REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF
339 THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND
340 GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND
341 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Buyer (_____) (_____) and Seller  (_____) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.
Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

City of Mount Dora, Florida

(Signature of Buyer) Date: _____

Crissy Stile Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: Mayor Telephone: 352-735-7100

(Signature of Buyer) Date: _____

(Typed or Printed Name of Buyer) Tax ID No.: _____

Title: _____ Telephone: _____

Buyer's Address for purpose of notice 510 N. Baker Street, Mount Dora, Florida 32757

Facsimile: _____ Email: _____

308 East 5th Avenue, LLC
DEI G. POTTER Date: 3/25/2024
(Signature of Seller)

DEI G. POTTER Tax ID No.: 20-4129102
(Typed or Printed Name of Seller)

Title: MEMBER/Manager Telephone: 352-255-4546

(Signature of Seller) Date: _____

(Typed or Printed Name of Seller) Tax ID No.: _____

Title: _____ Telephone: _____

Seller's Address for purpose of notice: P.O. Box 1191, Mount Dora, FL 32756

Facsimile: _____ Email: DEI.POTTER@COMCAST.NET

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Buyer () () and Seller DEI () acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.



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

DATE: April 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Approval of **Resolution No. 2024-04**, Nathan's Corner Plat (3 Duplex Lots and 3 Single-Family Lots)

Introduction:

This is a request for the City Council to approve Resolution No. 2024-04.

Call Up Item
Mayor Asks Attorney to Read Resolution by Title Only
City Manager Background
Applicant Comments
Public Hearing
Discussion
Council Action

Discussion:

The subject property previously received City Council approval for the Harden Estates on September 20, 2017, for a six (6) lot residential subdivision (3 single-family lots and 3 duplex lots) named Harden Estates. The Harden Estates replat expired on September 20, 2019, and was refiled as Nathan's Corner for the same configuration.

The applicant is requesting final plat approval for the Nathan's Corner residential subdivision. The development project consists of a single tax parcel containing approximately 1.50 acres located on the south side of 19th Avenue and on the north side of Fearon Avenue. The site is located east of Donnelly Street. The subject property is zoned R-2 and has been designated with a Medium Density (MD) future land use classification in accordance with the City of Mount Dora 2045 Comprehensive Plan. The Final Plan includes a grading plan and utility plan to demonstrate compliance with the City's adopted Land Development Code. Each lot is platted with drainage and utility easements along the perimeter of the properties to protect drainage design and utility infrastructure. Attachment #1 is a copy of the application request and background materials.

APPLICATION SUMMARY TABLE:

Owners: Dale L. West and Lisa West, West Family Revocable Trust
Applicant/Project Engineer: Lou Buigas, West Construction Services, Inc.
Engineer: Ted Wicks, Wicks Engineering Services
Surveyor: Fulton V. Clinkscales, Jr, PSM, Freeland-Clinkscales and Assoc.
Parcel ID Number(s): 30-19-27-1200-000-00200 (Alternate Key #3875696)
Existing Use: Vacant land
Proposed Use: Three (3) Single-Family Dwelling Units and Three (3) Duplex Units
Future Land Use: Medium Density (MD) – 6 du/ac or less
Zoning: R-2 (Two-Family)
Site Area: 1.5 +/- ac
Gross Density: 9.0 du/ac

The sequence of events leading to the presentation to the City Council are as follows:

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on March 19, 2024, recommended approval of the Nathan's Corner Plan and Plat.

The Development Review Committee (DRC) reviewed the request on June 23, 2023, January 18, 2024, and again on February 2, 2024, and recommended approval of the Plan and Plat for Nathan's Corner.

Budget Impact:

There are no budgetary impacts to the City relative to the processing plat actions.

Strategic Impact:

Plat requests which address redevelopment projects are consistent with Growth Management and Economic Development Goals to foster development and growth opportunities.

Recommendation:

The City Council approve Resolution No. 2024-04.

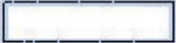
Attachment(s):

1. Attachment 1 Nathans Corner Application (6 lots)
2. Resolution 2024-04 Replat Nathans Corner (City Atty Reviewed-Final)
3. Exhibit A Plat Nathans Corner

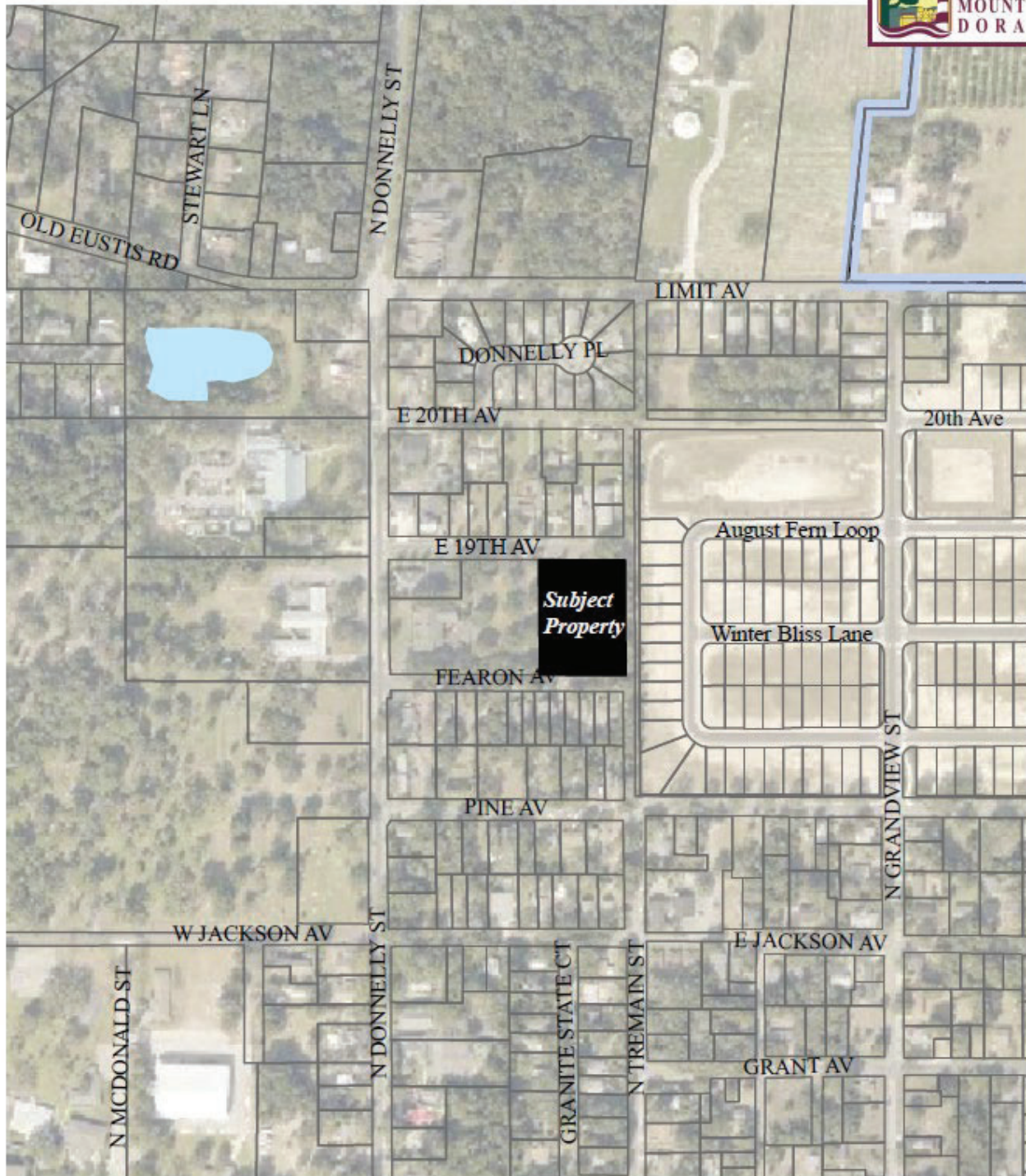
Prepared by: Vince Sandersfeld, Acting City Manager
Reviewed by: City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, Acting City Manager

Approved - 3/25/2024
Approved - 3/25/2024
Final Approval - 3/25/2024

Legend

-  Subject Property
-  City Limits

VICINITY MAP



Date: 3/12/2024

Prepared by: Mount Dora Planning and Development Dept 1410 N. Baker Street, Mount Dora, FL 32757 • 352.755.7112



CITY OF
MOUNT
DORA

PR23-03MINOR

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
Fax: 352-735-7191
E-mail: plandev@cityofmoundora.com

MINOR SUBDIVISION
APPLICATION

Date: March 13, 2023 Project Name: Nathan's CORNER

1. Applicant's Name: West Construction Services, INC
Company's Name: West Construction Services, INC
Address: 1004 N. DOWNELEY ST
City, State & Zip: MT DORA, FL 32757
Phone: (352) 305-5992 E-mail: louburgas@aol.com

2. Property Owner's Name(s): West Family Trust
Company's Name: _____
Address: 1004 N. DOWNELEY ST
City, State & Zip: MT DORA, FL 32757
Phone: 352 205-5992 E-mail: louburgas@aol.com

3. Engineer's Name: TED WICKS
Company's Name: WICKS ENGINEERING SCS, INC
Address: 225 W. MAIN ST
City, State & Zip: JAVAS FL 32757
Phone: _____ E-mail: _____

4. Surveyor's Name: _____
Company's Name: _____
Address: _____
City, State & Zip: _____
Phone: _____ E-mail: _____

Minor Subdivision

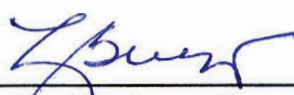
1

ATTACHMENT #1

5. Size of Property (Acres): 1.5 +/- Acres
6. Total Units/Lots: 9 units (3 Duplex + 3 SFH) / 6 lots
7. Zoning District: R-2
8. Future Land Use: Medium Density Residential
9. List Existing Structures: Vacant
10. Provide Explanation/Reason: Re Plat Lot 2, to obtain the
Highest + Best Use 3 Duplex lots
3 SFH lots.

CERTIFICATION AND SIGNATURE

I CERTIFY THAT, to the best of my knowledge and belief, all information supplied with this application is accurate and I have examined and am familiar with the Land Development Code of the City of Mount Dora, Florida and Chapter 177 of the Florida Statutes and have complied with the requirements of said regulations and statute. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.


Owner/Applicant Signature

3/23/23
Date

Minor Subdivision

2



**CITY OF
MOUNT
DORA**

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
plandev@cityofmountdora.com

AGENT AUTHORIZATION

I/we, (Property owner name(s)) Dale West, Trustee / West Family Revocable Trust, as the

owner(s) of the real property described as follows.

3875696 (Address, Parcel ID or Alternate Key

Number of subject property), do hereby authorize Law Bungas to act

as my/our Agent, to execute any petitions/applications or other documents necessary to affect the request

for Sub Division (Application Type), and to appear on my/our

behalf before any administrative, legislative or quasi-judicial body in the City pertaining to the application

described above and to act in all respects as my/our Agent in matters pertaining to the application and City

process.

Dale West

Printed Name of Property Owner

[Signature]

Signature of Property Owner

3-28-2023

Date

Printed Name of Property Owner

Signature of Property Owner

Date

State of Florida

County of LAKE

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization,

this 28th day of MARCH, 2023, by DALE WEST

Personally known OR Produced Identification

Type of Identification Produced: _____

[Signature]
Notary Signature



Note: All applications shall be signed by the Owner(s) of the property, or the Agent as duly authorized herein by the Owner(s).

To Whom it May Concern

Please accept this as a letter of direction for Lou Buigas to act on my behalf.

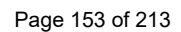
If you have any questions, please do not hesitate to contact me directly at 352-552-5067.

Thank you,



***Dale West, Trustee
West Family Revocable Trust***

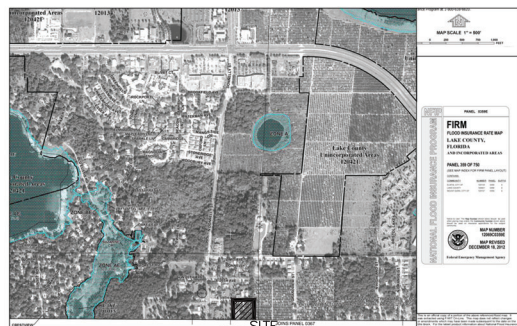

3/24/2023



NATHAN'S CORNER

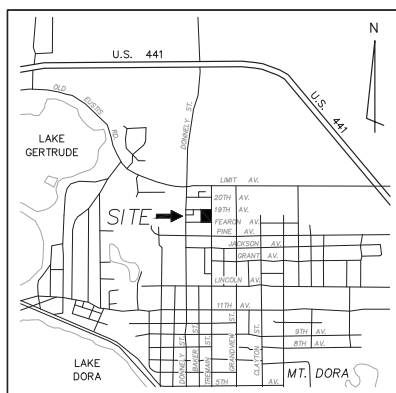
Section 30, T19S, R27E

Lake County, Florida

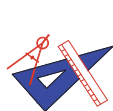


FLOOD MAP
Source
FEMA FIRM MAPS PANELS
No. 12069C0359E & 12069C0367E
nts

ALTERNATE KEY: 3875696



LOCATION MAP
NTS



Wicks Engineering Services, Inc.

225 West Main Street, Tavares, Florida 32778
www.wicksengineering.com (352) 343-8667
C.A. #30062



AERIAL
Source
LAKE COUNTY, FL. GIS
nts

INDEX OF SHEETS

- 1 COVER SHEET
- 2 BOUNDARY SURVEY
- 3 GRADING PLAN
- 4 SUBDIVISION & UTILITY PLAN
- 5-6 GENERAL DETAILS
- 7-9 UTILITY DETAILS

Wicks Engineering Services, Inc.
225 West Main Street, Tavares, Florida 32778
www.wicksengineering.com (352) 343-8667
C.A. #30062

WEST FAMILY
RESCUE TRUST
1004 N. DONNELLY STREET
MOUNT DORA, FL 32757

NATHAN'S CORNER
FKA HARDEN ESTATES
COVER SHEET
MOUNT DORA, FLORIDA

Kenneth R. Wicks, P.E., FL REG. NO. 33074
DATE:

DATE	REVISION	BY	CHKD

File No.: 17115
Sheet: 1 of 9

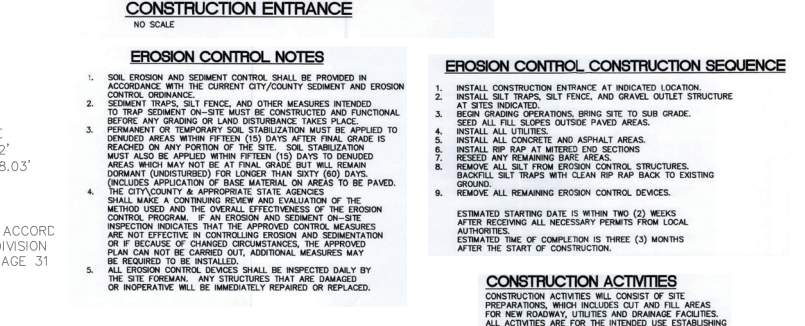
Also described as:
Begin at the Northeast corner of Lot 2, Allen's Corner, according to the plat recorded in Plat Book 83, Page 94, Public Records of Lake County, Florida, run thence South 00°15'46" East, along the East line of said Lot 2 (said East line also being the West right of way line of Tremaine Street), a distance of 193.1 feet to the intersection of the East line of said Lot 2 with the North 89°45'59" West, along the South line of said Lot 2 (said South line also being the North right of way line of Fearon Avenue), a distance of 226.22 feet to the Southwest corner of said Lot 2; thence North 89°45'59" West, along the West line of said Lot 2, a distance of 231.69 feet to the Northwest corner of said Lot 2 being on the South right of way line of 19th Avenue; thence North 89°51'15" East, along the East line of said Lot 2 (said East line also being the West right of way line of said Lot 2), a distance of 226.46 feet to the Point of Beginning.

Legend & Standard Abbreviations

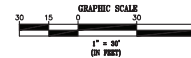
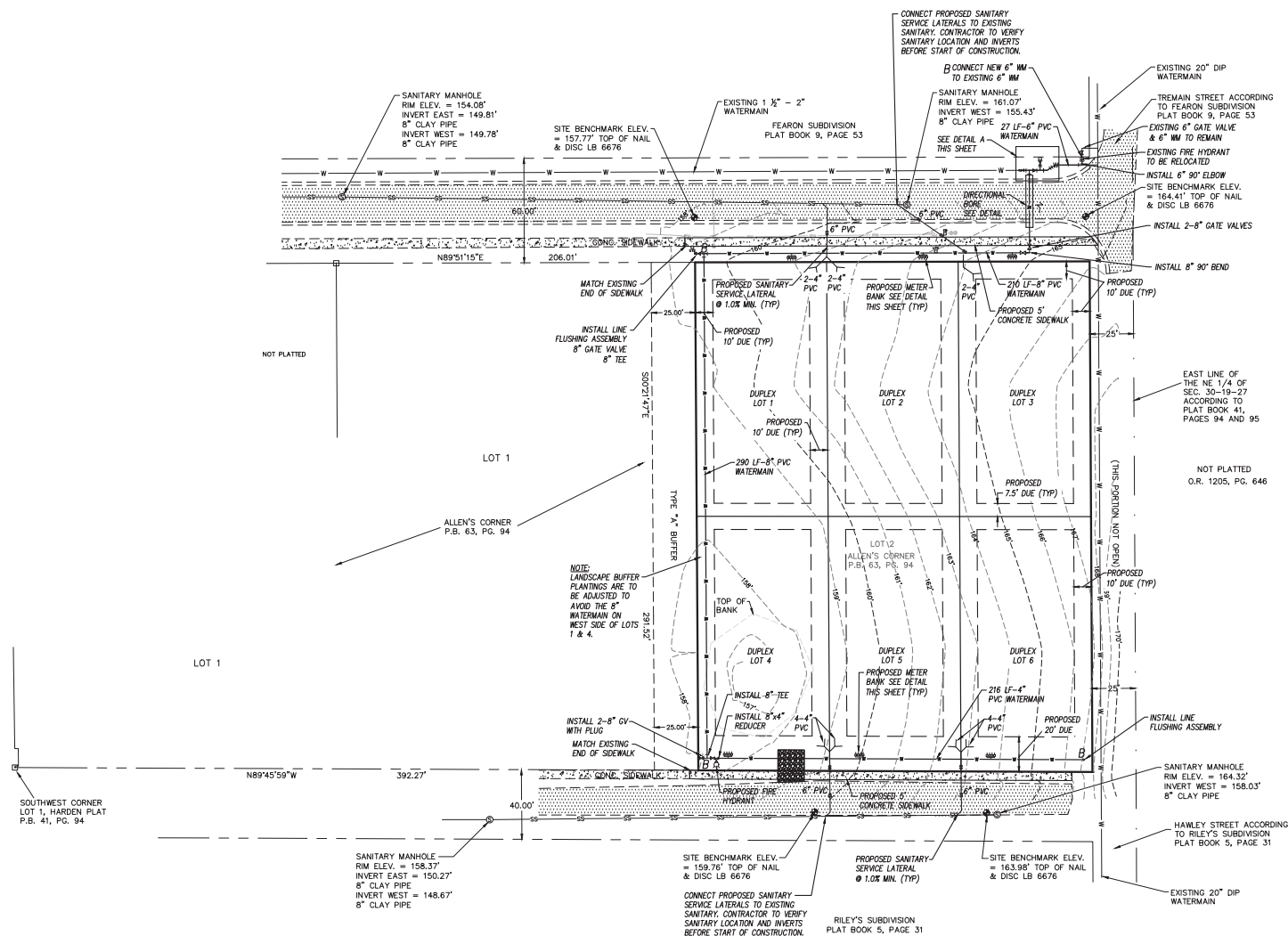
C	=	Canteen	B/C	=	Cost 5/6th	Behav.	1st 10th 67th
R.O.W.	=	Right of Way	PRM	=	Permanent Reservation Monument		
W	=	Washington Monument	LS	=	Set Line, Dis. Line		
LS	=	Land Surveyor	PS	=	Professional Surveyor and Mapper		
W.B.	=	Washington Business	PLS	=	Professional Land Surveyor		
PCP	=	Permanent Control Point	RLS	=	Registered Land Surveyor		
P.O.C.	=	Point of Beginning	ES	=	Established		
P.O.C.	=	Point of Commencement	PC	=	Point of Curvature		
F.I.R.M.	=	Flood Insurance Rate Map	PS_pg.	=	Plot Book, Page		
O.R.C.	=	Official Record	ED	=	Edge of Easement		
W.U.	=	Wood Utility or Power Pole	BOC	=	Back of Curve		
P.I.	=	Point of Intersection	SEC	=	Section		
TL	=	Travel Time	Dim.	=	Dimension per Field Measurement		
ID	=	Identification	(P)	=	Dimension per Plot		
TL	=	Travel Line	(C)	=	Dimension per Description		
TP	=	Not to Scale	(C)	=	Dimension per Calculation		

- 1.. Bearing Basis is a plot bearing of N 89°45'59" W along the North right of way line of Fray Avenue as indicated.
- 2.. Subject to easement and recording of this survey.
- 3.. The above captioned property with this F.I.R.M. Zone "X" according to F.I.R.M. Plan No. 102690 0359 E dated Dec. 18, 2012.
- 4.. This survey is based on description provided, Plat information, found Monumentation and other data acquired by this firm.
- 5.. Foundations, Underground Structures, and Underground Monumentation of this survey are as shown on this survey.
- 6.. This is not a certificate of title, zoning or freedom of encumbrances.
- 7.. This survey has limitations and conditions regarding its use. The surveyor must be consulted regarding these limitations and conditions before the survey is used on the survey map for any purpose other than noted on the survey.
- 8.. This survey has been performed according to the standard of care of a professional surveyor in accordance with the following feature: Suburban-Linear: 1 foot in 7,500 feet.
- 9.. All distances and elevations shown are in accord with the official stationing and elevations of the highway and there of.
- 10.. All directional measurements (angles, bearings, azimuths, etc.) shown are based on universal magnetic north.
- 11.. This map, report or copies thereof are not valid without the signature and original raised seal of a Florida Licensed Surveyor and mapper.
- 12.. Additional stations to be used to represent the boundary from the signing party or parties is prohibited without written consent of the signing party or parties.
- 13.. This survey does not represent or represent environmental matters, jurisdictional boundaries and hazardous waste concerns should as any of its foregoing exist.
- 14.. Future use location of Dike: where dimensioned and may not run straight; ownership of fences, if any, unknown.
- 15.. Date of the field survey was 06-01-2017, drawn by S.B. Evans, use of the survey was for the purpose of the above.
- 16.. This is Drawing File: Allen's Corner Dkt. B&T.dwg

Donald R. Stevenot, Jr.
Certificate #5940



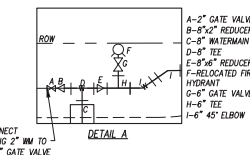
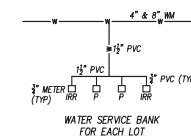
Checked: KRW	FTE & FLOW ARROWS 5-02-23
Date: 10-2-17	
Scale: AS SHOWN	
File No.: 17115	
Sheet: 3 of 9	



SITE DATA:
TOTAL ACRES: 1.54 ACRES (65,340 SF)
CURRENT USE: VACANT
PROPOSED USE: RESIDENTIAL SUBDIVISION
ZONING: R-2
FUTURE LAND USE: MEDIUM DENSITY RESIDENTIAL (6 DU/ACRE)
6 LOTS
9 TOTAL UNITS (3 SFR AND 3 DUPLEX UNITS)
CITY OF MOUNT DORA
SINGLE-FAMILY RESIDENTIAL
10,000 SF
PROVIDED FOR EACH LOT: 10,875 SF

- NOTES:**
1. RECOMMENDED FF ELEVATION BASED UPON EXISTING TOPOGRAPHY.
 2. RECOMMENDED TYPE A LOT GRADING FOR ALL LOTS.
 3. LOT LANDSCAPE IRRIGATION WILL BE CONNECTED TO THE DOUBLE SERVICE POTABLE CONNECTION WITH METER & RPZ.

B BACTERIOLOGICAL SAMPLING POINT



Wicks Engineering Services, Inc.
205 West Main Street, Suite 100, Florida 32779
www.wicksengineering.com (352) 343-8667
C.A. #30062

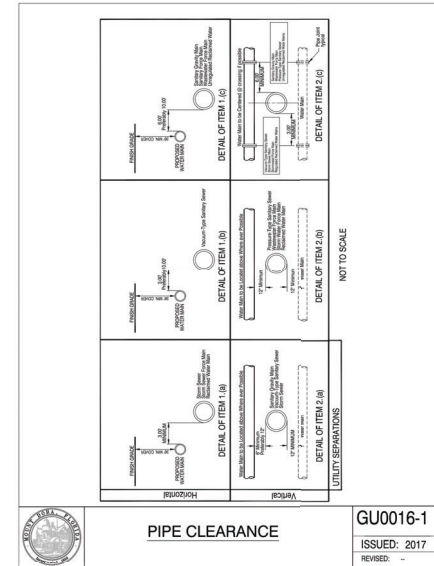
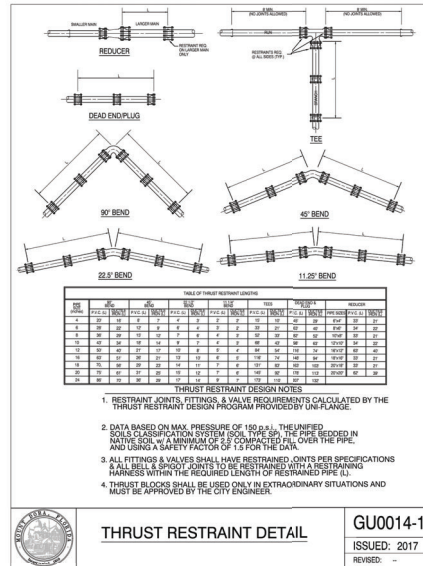
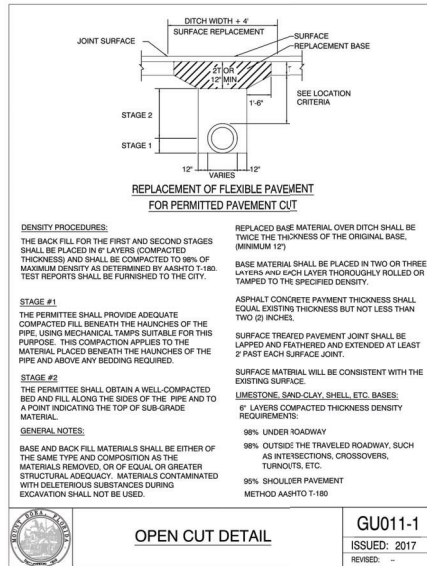
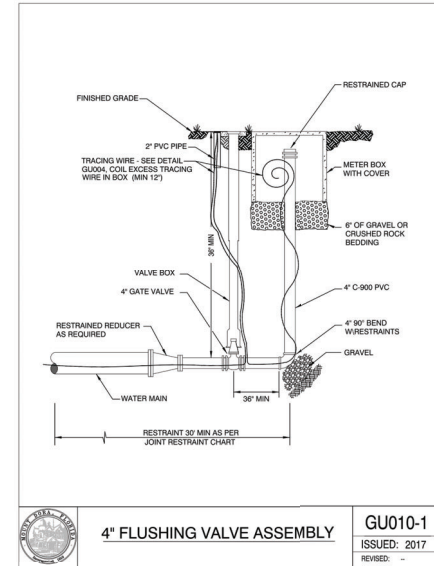
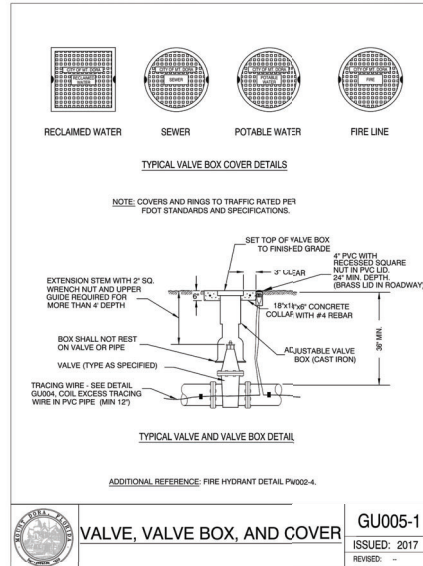
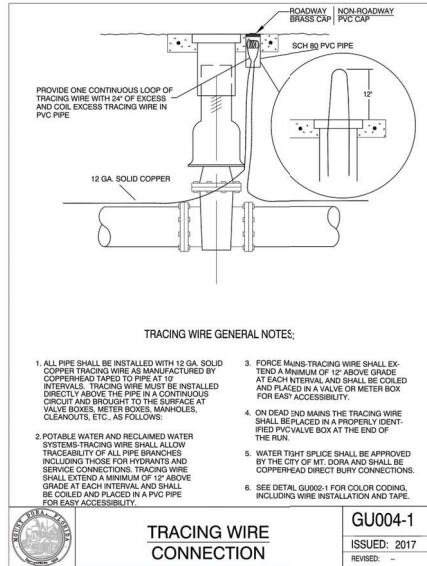
WEST FAMILY
REMCABLE TRACT
1004 N. DONNELLY STREET
MOUNT DORA, FL 32757

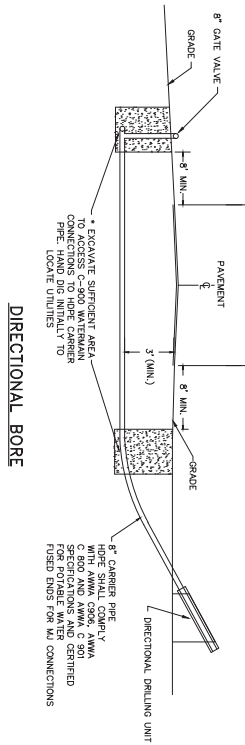
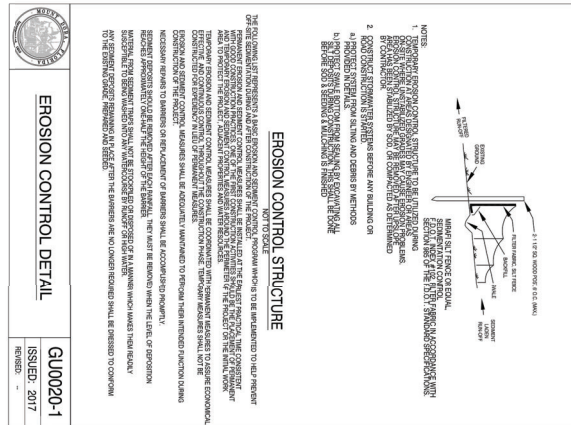
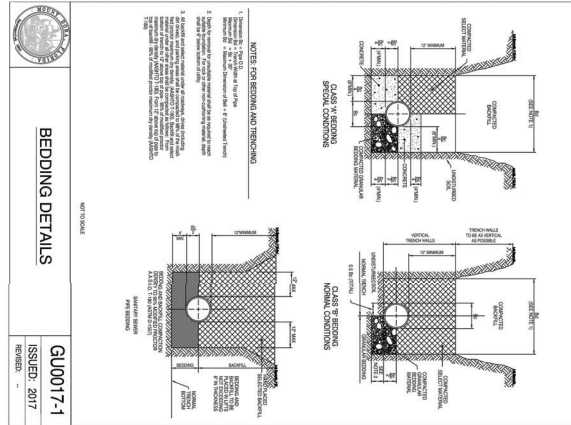
NATHAN'S CORNER
FKA HARDEN ESTATES
SUBDIVISION & UTILITY PLAN
MOUNT DORA, FLORIDA

Kenneth B. Wicks
Professional Engineer
No. 33074
State of Florida
DATE: 5-22-23

DATE	REVISION	BY
5-22-23	DATE & FLOW ARROWS	WPS
5-22-23	DATE	WPS
5-22-23	DATE	WPS
5-22-23	DATE	WPS
5-22-23	DATE	WPS
5-22-23	DATE	WPS
5-22-23	DATE	WPS
5-22-23	DATE	WPS
5-22-23	DATE	WPS

Sheet: 4 of 9





WATER SYSTEM CONSTRUCTION GENERAL NOTES	
1. THE CITY PUBLIC WORKS DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY WATER SYSTEM CONSTRUCTION. 2. DEWATERING SHALL BE PROVIDED TO KEEP GROUND WATER MAINS AT A MINIMUM OF 3 INCHES BELOW FLOOD-CAUSED WATER MAIN. 3. ALL WATER MAINS SHALL BE INSTALLED ON A FIRM FOUNDATION (CONCRETE OR COMPACTED GRAVEL). ALL WATER MAINS SHALL BE REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL. 4. TRENCHES SHALL BE BACK-FILLED WITH MATERIAL ACCEPTABLE TO THE CITY. ALL TRENCHES SHALL BE BACK-FILLED WITH MATERIAL ACCEPTABLE TO THE CITY. ALL TRENCHES SHALL BE BACK-FILLED WITH MATERIAL ACCEPTABLE TO THE CITY. ALL TRENCHES SHALL BE BACK-FILLED WITH MATERIAL ACCEPTABLE TO THE CITY. 5. TRENCH COMPACTION TESTS BE PROVIDED AT 10' TO 15' INTERVALS. TRENCH COMPACTION TESTS BE PROVIDED AT 10' TO 15' INTERVALS. TRENCH COMPACTION TESTS BE PROVIDED AT 10' TO 15' INTERVALS. 6. PIPE WARNING TAPE SHALL BE LOCATED 18 INCHES BELOW FINISH GRADE. A MINIMUM SPACING OF EVERY 20' FEET. 7. ALL BRINCE RESIDENTIAL WATER SERVICES SHALL BE MINIMUM 1" BLACK OR BLUE POLYETHYLENE TUBING. POLYETHYLENE SHALL NOT BE USED. 8. ALL BRINCE RESIDENTIAL WATER SERVICES SHALL BE MARKED BY A FLUORESCENT TUBING. TUBING SHALL BE MARKED BY A FLUORESCENT TUBING. TUBING SHALL BE MARKED BY A FLUORESCENT TUBING. 9. OWNER SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY PERMITS PRIOR TO INITIAL WATER INSTALLATION. 10. APPROVED WATER VALVE TYPES ARE THE FOLLOWING: A. BRASS BALL-TYPE VALVE FOR VALVES LESS THAN 2" B. STANDARD GATE VALVES 2" AND LARGER DIAMETER. C. TAPPING VALVES WITH MECHANICAL TAPPING SLEEVE FOR USE ON ALL STEEL AND CAST IRON.	
POTABLE WATER GENERAL NOTES	PW001-1A ISSUED: 2017 REVISED: -

B. FIRE FLOW IN COMMERCIAL, INSTITUTIONAL, INDUSTRIAL AREAS AND RESIDENTIAL AREAS SHALL BE DETERMINED BY THE FIRE DEPARTMENT. FIRE FLOW SHALL BE DETERMINED BY THE FIRE DEPARTMENT. FIRE FLOW SHALL BE DETERMINED BY THE FIRE DEPARTMENT. C. FIRE HYDRANTS SHALL BE PROVIDED AT A MINIMUM OF 1,500 GPM AT A 20 PSI RESIDUAL PRESSURE. LARGER HYDRANTS SHALL BE PROVIDED AT A MINIMUM OF 1,500 GPM AT A 20 PSI RESIDUAL PRESSURE. LARGER HYDRANTS SHALL BE PROVIDED AT A MINIMUM OF 1,500 GPM AT A 20 PSI RESIDUAL PRESSURE. D. SYSTEM SIZE COMPUTATION: THE MINIMUM DESIGN FLOW FOR WATER SYSTEMS SHALL BE DETERMINED BY THE FIRE DEPARTMENT. THE MINIMUM DESIGN FLOW FOR WATER SYSTEMS SHALL BE DETERMINED BY THE FIRE DEPARTMENT. THE MINIMUM DESIGN FLOW FOR WATER SYSTEMS SHALL BE DETERMINED BY THE FIRE DEPARTMENT. E. VALVE LOCATIONS: VALVES SHALL BE PROVIDED FOR ALL BRANCH CONNECTIONS, LOOP ENDS, FIRE HYDRANT STUBS OR OTHER CONNECTIONS. VALVES SHALL BE PROVIDED FOR ALL BRANCH CONNECTIONS, LOOP ENDS, FIRE HYDRANT STUBS OR OTHER CONNECTIONS. VALVES SHALL BE PROVIDED FOR ALL BRANCH CONNECTIONS, LOOP ENDS, FIRE HYDRANT STUBS OR OTHER CONNECTIONS.	
POTABLE WATER GENERAL NOTES	PW001-1D ISSUED: 2017 REVISED: -

11. ALL POTABLE WATER VALVE BOXES SHALL BE ADJUSTED TO FINISH GRADE AND THE CAPS SHALL BE PAINTED BLUE TO MAKE THEM EASILY IDENTIFIABLE. 12. THE CAPS SHALL BE PAINTED BLUE TO MAKE THEM EASILY IDENTIFIABLE. THE CAPS SHALL BE PAINTED BLUE TO MAKE THEM EASILY IDENTIFIABLE. THE CAPS SHALL BE PAINTED BLUE TO MAKE THEM EASILY IDENTIFIABLE. 13. ALL WATER MAINS SHALL BE INSTALLED ON A FIRM FOUNDATION (CONCRETE OR COMPACTED GRAVEL). ALL WATER MAINS SHALL BE INSTALLED ON A FIRM FOUNDATION (CONCRETE OR COMPACTED GRAVEL). ALL WATER MAINS SHALL BE INSTALLED ON A FIRM FOUNDATION (CONCRETE OR COMPACTED GRAVEL). 14. TRENCHES SHALL BE BACK-FILLED WITH MATERIAL ACCEPTABLE TO THE CITY. ALL TRENCHES SHALL BE BACK-FILLED WITH MATERIAL ACCEPTABLE TO THE CITY. ALL TRENCHES SHALL BE BACK-FILLED WITH MATERIAL ACCEPTABLE TO THE CITY. 15. TRENCH COMPACTION TESTS BE PROVIDED AT 10' TO 15' INTERVALS. TRENCH COMPACTION TESTS BE PROVIDED AT 10' TO 15' INTERVALS. TRENCH COMPACTION TESTS BE PROVIDED AT 10' TO 15' INTERVALS. 16. PIPE WARNING TAPE SHALL BE LOCATED 18 INCHES BELOW FINISH GRADE. A MINIMUM SPACING OF EVERY 20' FEET. 17. ALL BRINCE RESIDENTIAL WATER SERVICES SHALL BE MINIMUM 1" BLACK OR BLUE POLYETHYLENE TUBING. POLYETHYLENE SHALL NOT BE USED. 18. ALL BRINCE RESIDENTIAL WATER SERVICES SHALL BE MARKED BY A FLUORESCENT TUBING. TUBING SHALL BE MARKED BY A FLUORESCENT TUBING. TUBING SHALL BE MARKED BY A FLUORESCENT TUBING. 19. OWNER SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY PERMITS PRIOR TO INITIAL WATER INSTALLATION. 20. APPROVED WATER VALVE TYPES ARE THE FOLLOWING: A. BRASS BALL-TYPE VALVE FOR VALVES LESS THAN 2" B. STANDARD GATE VALVES 2" AND LARGER DIAMETER. C. TAPPING VALVES WITH MECHANICAL TAPPING SLEEVE FOR USE ON ALL STEEL AND CAST IRON.	
POTABLE WATER GENERAL NOTES	PW001-1B ISSUED: 2017 REVISED: -

1. GENERAL: THE MATERIALS OF CONSTRUCTION AND GENERAL INSTALLATION PROCEDURES, WITH THE EXCEPTION OF FIRE HYDRANTS, SHALL COMPLY WITH THE SPECIFIC APPLICABLE STANDARDS SET FORTH IN THE CITY OF DORA, FLORIDA. THE MATERIALS OF CONSTRUCTION AND GENERAL INSTALLATION PROCEDURES, WITH THE EXCEPTION OF FIRE HYDRANTS, SHALL COMPLY WITH THE SPECIFIC APPLICABLE STANDARDS SET FORTH IN THE CITY OF DORA, FLORIDA. 2. FIRE HYDRANTS: FIRE HYDRANTS SHALL COMPLY WITH ANSWI STANDARD CODE. FIRE HYDRANTS FOR ORDINARY WATER WORK SERVICE, AND 4-INCHES IN DIAMETER AND TWO HOSE NOZZLES 2 INCHES IN DIAMETER, SHALL BE PROVIDED AT A MINIMUM OF 1,500 GPM AT A 20 PSI RESIDUAL PRESSURE. LARGER HYDRANTS SHALL BE PROVIDED AT A MINIMUM OF 1,500 GPM AT A 20 PSI RESIDUAL PRESSURE. 3. SYSTEM SIZE COMPUTATION: THE MINIMUM DESIGN FLOW FOR WATER SYSTEMS SHALL BE DETERMINED BY THE FIRE DEPARTMENT. THE MINIMUM DESIGN FLOW FOR WATER SYSTEMS SHALL BE DETERMINED BY THE FIRE DEPARTMENT. THE MINIMUM DESIGN FLOW FOR WATER SYSTEMS SHALL BE DETERMINED BY THE FIRE DEPARTMENT. 4. VALVE LOCATIONS: VALVES SHALL BE PROVIDED FOR ALL BRANCH CONNECTIONS, LOOP ENDS, FIRE HYDRANT STUBS OR OTHER CONNECTIONS. VALVES SHALL BE PROVIDED FOR ALL BRANCH CONNECTIONS, LOOP ENDS, FIRE HYDRANT STUBS OR OTHER CONNECTIONS. VALVES SHALL BE PROVIDED FOR ALL BRANCH CONNECTIONS, LOOP ENDS, FIRE HYDRANT STUBS OR OTHER CONNECTIONS.	
POTABLE WATER GENERAL NOTES	PW001-1E ISSUED: 2017 REVISED: -

1. GENERAL: THE MATERIALS OF CONSTRUCTION AND GENERAL INSTALLATION PROCEDURES, WITH THE EXCEPTION OF FIRE HYDRANTS, SHALL COMPLY WITH THE SPECIFIC APPLICABLE STANDARDS SET FORTH IN THE CITY OF DORA, FLORIDA. THE MATERIALS OF CONSTRUCTION AND GENERAL INSTALLATION PROCEDURES, WITH THE EXCEPTION OF FIRE HYDRANTS, SHALL COMPLY WITH THE SPECIFIC APPLICABLE STANDARDS SET FORTH IN THE CITY OF DORA, FLORIDA. 2. FIRE HYDRANTS: FIRE HYDRANTS SHALL COMPLY WITH ANSWI STANDARD CODE. FIRE HYDRANTS FOR ORDINARY WATER WORK SERVICE, AND 4-INCHES IN DIAMETER AND TWO HOSE NOZZLES 2 INCHES IN DIAMETER, SHALL BE PROVIDED AT A MINIMUM OF 1,500 GPM AT A 20 PSI RESIDUAL PRESSURE. LARGER HYDRANTS SHALL BE PROVIDED AT A MINIMUM OF 1,500 GPM AT A 20 PSI RESIDUAL PRESSURE. 3. SYSTEM SIZE COMPUTATION: THE MINIMUM DESIGN FLOW FOR WATER SYSTEMS SHALL BE DETERMINED BY THE FIRE DEPARTMENT. THE MINIMUM DESIGN FLOW FOR WATER SYSTEMS SHALL BE DETERMINED BY THE FIRE DEPARTMENT. THE MINIMUM DESIGN FLOW FOR WATER SYSTEMS SHALL BE DETERMINED BY THE FIRE DEPARTMENT. 4. VALVE LOCATIONS: VALVES SHALL BE PROVIDED FOR ALL BRANCH CONNECTIONS, LOOP ENDS, FIRE HYDRANT STUBS OR OTHER CONNECTIONS. VALVES SHALL BE PROVIDED FOR ALL BRANCH CONNECTIONS, LOOP ENDS, FIRE HYDRANT STUBS OR OTHER CONNECTIONS. VALVES SHALL BE PROVIDED FOR ALL BRANCH CONNECTIONS, LOOP ENDS, FIRE HYDRANT STUBS OR OTHER CONNECTIONS.	
POTABLE WATER GENERAL NOTES	PW001-1C ISSUED: 2017 REVISED: -

1. GENERAL: THE MATERIALS OF CONSTRUCTION AND GENERAL INSTALLATION PROCEDURES, WITH THE EXCEPTION OF FIRE HYDRANTS, SHALL COMPLY WITH THE SPECIFIC APPLICABLE STANDARDS SET FORTH IN THE CITY OF DORA, FLORIDA. THE MATERIALS OF CONSTRUCTION AND GENERAL INSTALLATION PROCEDURES, WITH THE EXCEPTION OF FIRE HYDRANTS, SHALL COMPLY WITH THE SPECIFIC APPLICABLE STANDARDS SET FORTH IN THE CITY OF DORA, FLORIDA. 2. FIRE HYDRANTS: FIRE HYDRANTS SHALL COMPLY WITH ANSWI STANDARD CODE. FIRE HYDRANTS FOR ORDINARY WATER WORK SERVICE, AND 4-INCHES IN DIAMETER AND TWO HOSE NOZZLES 2 INCHES IN DIAMETER, SHALL BE PROVIDED AT A MINIMUM OF 1,500 GPM AT A 20 PSI RESIDUAL PRESSURE. LARGER HYDRANTS SHALL BE PROVIDED AT A MINIMUM OF 1,500 GPM AT A 20 PSI RESIDUAL PRESSURE. 3. SYSTEM SIZE COMPUTATION: THE MINIMUM DESIGN FLOW FOR WATER SYSTEMS SHALL BE DETERMINED BY THE FIRE DEPARTMENT. THE MINIMUM DESIGN FLOW FOR WATER SYSTEMS SHALL BE DETERMINED BY THE FIRE DEPARTMENT. THE MINIMUM DESIGN FLOW FOR WATER SYSTEMS SHALL BE DETERMINED BY THE FIRE DEPARTMENT. 4. VALVE LOCATIONS: VALVES SHALL BE PROVIDED FOR ALL BRANCH CONNECTIONS, LOOP ENDS, FIRE HYDRANT STUBS OR OTHER CONNECTIONS. VALVES SHALL BE PROVIDED FOR ALL BRANCH CONNECTIONS, LOOP ENDS, FIRE HYDRANT STUBS OR OTHER CONNECTIONS. VALVES SHALL BE PROVIDED FOR ALL BRANCH CONNECTIONS, LOOP ENDS, FIRE HYDRANT STUBS OR OTHER CONNECTIONS.	
POTABLE WATER GENERAL NOTES	PW001-1E ISSUED: 2017 REVISED: -

Wicks Engineering Services, Inc.

225 W. Main St., Suite 100, Dora, FL 32728
C.F. #30062
www.wicksengineering.com (352) 343-8667

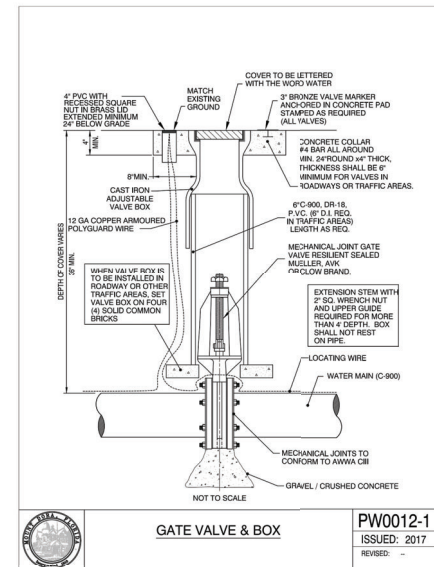
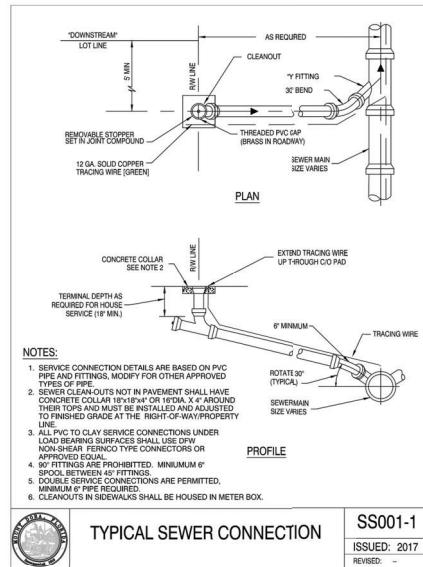
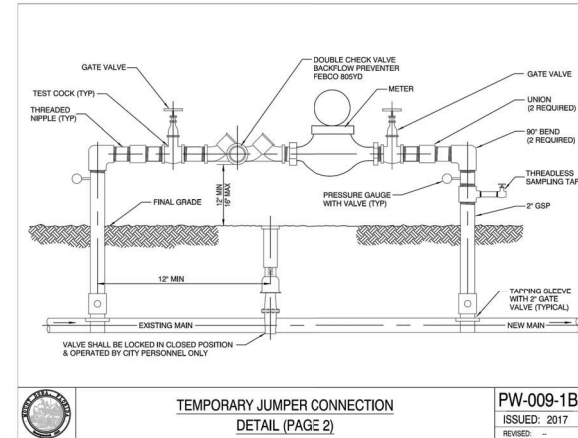
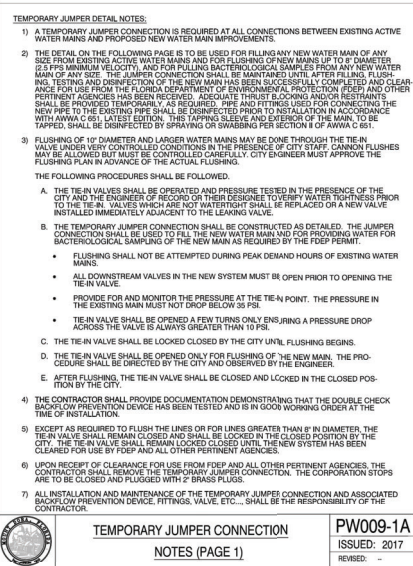
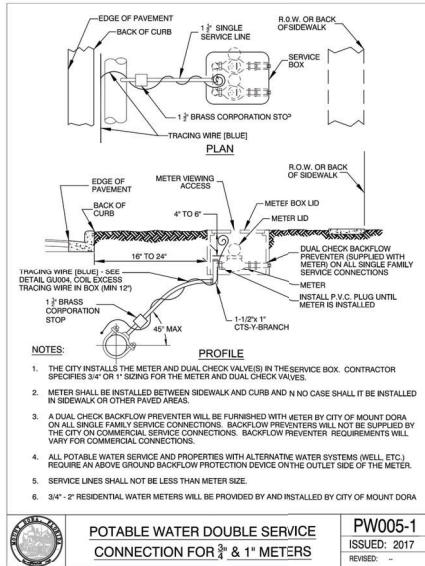
WEST MAIN
1004 N. DONNELLY STREET
REVOCABLE TRUST
MOUNT DORA, FL 32727

NATHAN'S CORNER
FKA HARDEN ESTATES
UTILITY DETAILS
MOUNT DORA, FLORIDA

Seal of the City of Dora, Florida

SEAL OF THE CITY OF DORA, FLORIDA

Drawn: WSR
Checked: RNM
Date: 11-17-22
Revision: 7 of 9
Sheet: 7 of 9



Wicks Engineering Services, Inc.
205 West Main Street, Suite 100, Florida 32779
www.wicksengineering.com (352) 343-8607
C.A. #30062

WEST MAIN
RENEWABLE TRUST
1000 N. DONNELLY STREET
MOUNT DORA, FL 32757

NATHAN'S CORNER
FKA HARDEN ESTATES
UTILITY DETAILS
MOUNT DORA, FLORIDA

RENEW R. WICKS, P.E., FL. REG. NO. 33274
DATE:

DATE:
REVISION:
DRAWN: MSR
CHECKED: KRW
DATE: 10-2-17
SCALE: AS SHOWN
FILE NO.: 17115
Sheet: 9 of 9

RESOLUTION NO. 2024-04

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA RELATED TO THE FINAL DEVELOPMENT PLAN AND PLAT ENTITLED “NATHAN’S CORNER”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF FINAL DEVELOPMENT PLAN AND PLAT; 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, pursuant to Section 4.3.4 of the City’s Land Development Code, Dale Lloyd West and Lisa West, as co-trustees of the West Family Revocable Trust, submitted an application to the City of Mount Dora, for a Final Development Plan and Final Plat (Replat) entitled “Nathan’s Corner”; and

WHEREAS, the Nathan’s Corner Final Development Plan (Replat) includes three (3) duplex lots and three (3) single-family lots; and

WHEREAS, pursuant to the provisions of Section 4.2.1 of the City’s Land Development Code the applicant has requested to combine the steps of Final Development Plan, Preliminary Plat and Final Plat in order to reduce the review time involved; and

WHEREAS, the City’s Planning and Zoning Commission reviewed the Nathan’s Corner Final Development Plan and replat on March 20, 2024, and recommended approval as being in compliance with the minimum requirements of the City’s Land Development Code and as being consistent with the City’s Comprehensive Plan and controlling Florida law; and

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

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

SECTION 2. Approval of Final Development Plan and Plat (Replat). The City hereby approves the Nathan’s Corner Final Development Plan and Plat (Replat) 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 Nathan's Corner Final Development Plan and Plat (Replat) 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 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 ____ day of ____, 2024.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

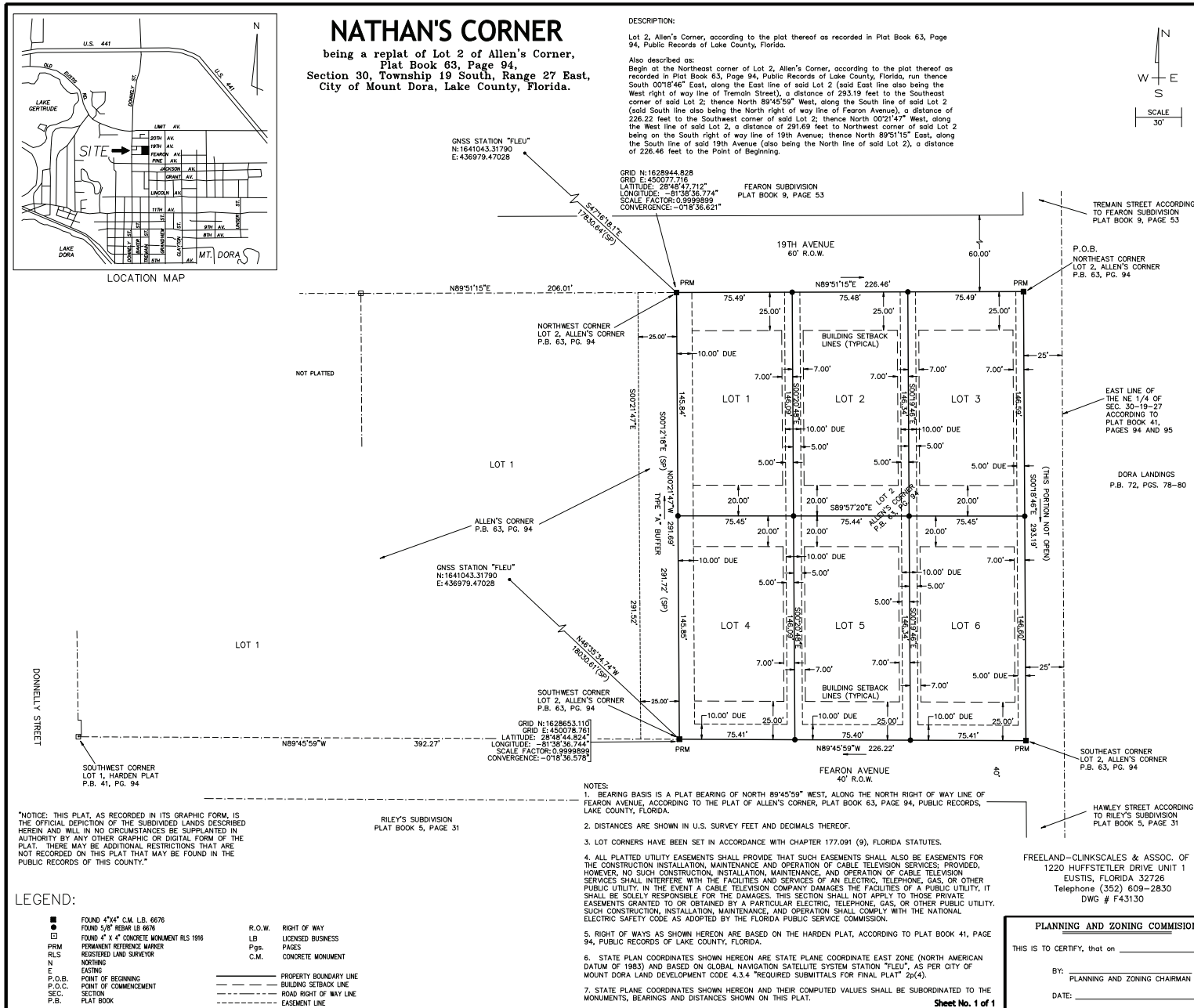
ATTEST:

Jeanann Hand, City Clerk

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

Patrick Brackins, City Attorney

EXHIBIT “A”
Nathan’s Corner





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

DATE: April 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request approval of First Reading of **Ordinance No. 2024-08**, Amendment to Section 3.5 of the Land Development Code Donnelly Street Setback Requirements.

Introduction:

This is a request for City Council to approve the first reading of Ordinance No. 2024-08 and hold the hearing for the 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:

Pursuant to Florida Statutes, Section 166.041(4) Attachment #1 is the completed Ordinance Business Impact Estimate.

Section 3.5.2 of the City's Land Development Code has a general setback requirement for future road widening. This increased setback may be required to ensure proper setbacks from a planned right-of-way on any road or street that is programmed for widening. This code section states building setback should be 100 feet from the centerline along Donnelly Street. In order to remove any confusion that Donnelly Street has a "planned" setback of 100 feet, staff recommends this requirement be removed altogether from the future road widening setback list. There are no city plans to increase travel lanes or expand Donnelly Street. Also, numerous buildings are already within 100 feet setback area. This code change removes any possible misinterpretations of these setback requirements for a redevelopment corridor along Donnelly Street.

The sequence of events leading to the presentation to the City Council are as follows:

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on March 20, 2024, recommended approval of the Amendment to the LDC as contained in the draft ordinance.

Budget Impact:

Codification by the Municipal Code Corporation and legal notices for Land Development Code Amendment costs are estimated at \$1,500.

Strategic Impact:

GOAL 1: Economic Development

Recommendation:

City Council to approve First Reading of Ordinance No. 2024-08 and hold a hearing for second reading and adoption.

Attachment(s):

1. Attachment 1 Ordinance Impact Estimate
2. Ord 2024-08 LDC Amendment Donnelly St Setbacks (City Atty) - REV

Prepared by: Vince Sandersfeld, Planning and Development Director
Reviewed by: City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, Acting City Manager

Approved - 3/25/2024
Approved - 3/25/2024
Final Approval - 3/25/2024

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: 2024-08

ORDINANCE TITLE: Amendment to Section 42-203 Mount Dora Code of Ordinances Operator of a Golf Cart Minimum Driver's Age

**DEPARTMENT: Planning and Development Department
Mount Dora Police Department**

**MEETING DATE: April 2, 2024
April 16, 2024**

Fiscal Impact:

- An estimate of the direct economic impact of the proposed ordinance on private for-profit businesses (the "Businesses") in the City's jurisdiction, including the following, if any:
 - o An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: _____;
 - o Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible _____; and
 - o Estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed to cover such costs.
Costs: _____ Revenues from Fees: _____
- A good faith estimate of the number of Businesses likely to be impacted by the Ordinance: _____.
- Additional applicable information:

X A Fiscal Impact Estimate is **NOT** necessary because the proposed Ordinance is enacted pursuant to one of the following:

- o Florida Statutes, Chapter 163, part II, relating to growth policy, county planning and land development regulation, including zoning, development orders, development agreements and development permits.
- o Florida Statutes, Section 553.73, relating to the Florida Building Code
- o Florida Statutes, Section 633.202, relating to the Florida Fire Prevention Code
- o Florida Statutes, Sections 190.005 and 190.046, regarding a community development district.
- o The issuance or refinancing of debt.
- o To comply with a federal or state law or regulation.
- o To adopt a budget or budget amendments, including revenue sources necessary to fund the budget.
- o To adopt an Emergency Ordinance pursuant to applicable law.
- o To implement a contract or agreement.
- o Is related to procurement.

ORDINANCE NO: 2024-08

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE RELATED TO SETBACK REQUIREMENTS FOR FUTURE ROAD WIDENING WITHIN THE CITY'S MAJOR ROADWAY SYSTEM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER III, ZONING REGULATIONS, SECTION 3.5, SUPPLEMENTAL REGULATIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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 Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDMENTS TO CITY OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER III, ZONING REGULATIONS, SECTION 3.5, SUPPLEMENTAL REGULATIONS. The City of Mount Dora Land Development Code,

Chapter III, Zoning Regulations, Section 3.5, Supplemental Regulations 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.

Section 3.5. - Supplemental regulations.

Section 3.5.2. *Setbacks for future road widening.* In addition to the setback requirements contained in the specific zoning districts, increased setbacks may be required to ensure proper setbacks from the planned right-of-way on any road or street that is programmed for widening under: (1) the traffic circulation element of the comprehensive plan; (2) the current capital improvements program; or (3) the officially adopted Florida State Department of Transportation Five Year Work Program. Required setbacks are listed in Table III-I which follows:

TABLE III-1
Major Roadway System
Mount Dora Planning Area
Setback Requirements

CITY SYSTEM

STREET	FROM	TO	CURRENT NUMBER OF LANES	PLANNED RIGHT-OF- WAY LINE (FROM CENTERLINE) (FEET)	BUILDING SETBACK (FROM CENTERLINE) (FEET)
Highland Street	Pine Avenue	5th Avenue	2	40	65
Donnelly Street	5th Avenue	Limit Avenue	2	50	100
Pine Avenue	Donnelly Street	Highland Street	2	40	65
11th Avenue Lincoln Avenue	Virginia Avenue	Highland Street	2	40	70
	Donnelly Street	U.S. 441	2	65	65
Robie Avenue	Grandview Street	City limits	2	40	65

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 3 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 its passage and adoption.

FIRST READING: _____

SECOND READING: _____

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED this ____ day of _____, 2024.

CRISSY STILE, MAYOR
CITY OF MOUNT DORA

ATTEST:

Jeanann Hand, City Clerk
City of Mount Dora

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

Patrick Brackins, City Attorney
City of Mount Dora



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

DATE: April 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request approval of First Reading of **Ordinance No. 2024-09**, Amendment to Section 34-127 of the Mount Dora Code of Ordinances General Employee Retirement System to Clarify Fire Chief Optional Inclusion

Introduction:

This is a request for City Council to approve first reading of Ordinance No. 2024-09 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:

Pursuant to Florida Statutes, Section 166.041(4) Attachment #1 is the completed Ordinance Business Impact Estimate.

Under the personnel section of the Mount Dora Code of Ordinances there are the various retirement and pension funds for general employees, police, and fire. The firefighters pension fund has a provision that allows a “new” Fire Chief to either select the Fire Pension Fund or the General Employee Retirement System at time of on-boarding with the City. However, the definition listed in the General Employee Retirement conflicts with the Fire Pension language for this option. There is a code inconsistency that is recommended to be corrected in the Code of Ordinances. This issue was recently discovered and city staff along with city legal have prepared an amendment to this code section accordingly.

Budget Impact:

Codification by the Municipal Code Corporation and legal notices for Land Development Code Amendment costs are estimated at \$1,000.

There are no impacts to the Fire Department Budget, as the balance for new employee benefits are available.

Strategic Impact:

GOAL 3: Fiscal Resources / Human Resources

Objective 3.2. Attract and maintain city human resources through competitive compensation and benefits

Recommendation:

City Council to approve First Reading of Ordinance No. 2024-09 and hold a hearing for second reading and adoption.

Attachment(s):

1. Attachment 1 Ordinance Impact Estimate
2. Ordinance 2024-09 MDCO Exemption Fire Chief General Employee Retirement System

Prepared by: Vince Sandersfeld, Acting City Manager
Reviewed by: City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, Acting City Manager

Approved - 3/25/2024
Approved - 3/25/2024
Final Approval - 3/25/2024

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: 2024-09

ORDINANCE TITLE: Amendment to Section 34-127 Mount Dora Code of Ordinances Definitions for General Employee

DEPARTMENT: Human Resource

**MEETING DATE: April 2, 2024
April 16, 2024**

Fiscal Impact:

- An estimate of the direct economic impact of the proposed ordinance on private for-profit businesses (the “Businesses”) in the City’s jurisdiction, including the following, if any:
 - o An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: _____;
 - o Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible _____; and
 - o Estimate of the City’s regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed to cover such costs.
Costs: _____ Revenues from Fees: _____
- A good faith estimate of the number of Businesses likely to be impacted by the Ordinance: _____.
- Additional applicable information:

X A Fiscal Impact Estimate is **NOT** necessary because the proposed Ordinance is enacted pursuant to one of the following:

- Florida Statutes, Chapter 163, part II, relating to growth policy, county planning and land development regulation, including zoning, development orders, development agreements and development permits.
- Florida Statutes, Section 553.73, relating to the Florida Building Code
- Florida Statutes, Section 633.202, relating to the Florida Fire Prevention Code
- Florida Statutes, Sections 190.005 and 190.046, regarding a community development district.
- The issuance or refinancing of debt.
- To comply with a federal or state law **or regulation**.
- To adopt a budget or budget amendments, including revenue sources necessary to fund the budget.
- To adopt an Emergency Ordinance pursuant to applicable law.
- To implement a contract or agreement.
- Is related to procurement.

ORDINANCE NO: 2024-09

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING THE CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 34, PERSONNEL, ARTICLE IV GENERAL EMPLOYEES' RETIREMENT SYSTEM OF SECTION 34-127 DEFINITIONS; TO ADD EXEMPTIONS FOR A NEW FIRE CHIEF; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 34, PERSONNEL; 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, the City of Mount Dora's regulation of personnel is codified within Chapter 34 of the City of Mount Dora Code of Ordinances; and

WHEREAS, Article III of the Mount Dora Code of Ordinances enacted Firefighters' Pension Fund; and

WHEREAS, Section 34-71 Membership of the Mount Dora Code of Ordinances provides optional firefighter pension membership for a new employee who is hired as the new fire chief; and

WHEREAS, a new Fire Chief was hired by the City of Mount Dora on June 5, 2023, and provided written request to opt out of the firefighters pension system and enroll into the City's General Employee's Retirement System of Article IV of the Mount Dora Code of Ordinances; and

WHEREAS, the definition of General Employee's Retirement System in Section 34-127 of the Mount Dora Code of Ordinances does not provide for optional new Fire Chief inclusion; and

WHEREAS, in order to provide for internal code consistency an amendment to General Employee's Retirement System definition is needed for to correct these conflicting code provisions allowing a new Fire Chief membership into the city's General Employees' retirement system; and

WHEREAS, the City has determined that it is in the best interest of the health, safety and welfare of its citizens and visitors to amend Chapter 34, Personnel, of the City of Mount Dora Code of Ordinances.

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. AMENDING CITY OF MOUNT DORA CODE OF ORDINANCE, CHAPTER 34 PERSONNEL, ARTICLE IV GENERAL EMPLOYEES' REIREMENT SYSTEM. The City of Mount Dora Code Ordinances, Section 34-127 Definitions is hereby amended as follows:

Note: Underlined words constitute additions to existing text, asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 34-127. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Employee or general employee means all persons actively employed by the city, including those who have a frozen accrued benefit payable from the plan on or after September 30, 2010, subject to the provisions of section 34-128, whose customary employment is 30 or more hours per week and five or more months per year, who are not classified as sworn police officers or certified firefighters, with the exception of a new Fire Chief who has opted out of the firefighter's pension membership eligibility of the Firefighters' Pension Fund pursuant to Section 34-71 of this code.

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 Code of Ordinances, Chapter 34, Personnel, as set forth in Section 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 Code of Ordinances.

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 City of Mount Dora Code of Ordinances, Chapter 34, Personnel, 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 its passage and adoption.

FIRST READING: _____

SECOND READING: _____

PASSED AND ADOPTED this ____ day of _____, 2024.

CRISSY STILE, MAYOR
CITY OF MOUNT DORA

ATTEST:

Jeanann Hand, City Clerk
City of Mount Dora

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

Patrick Brackins, City Attorney
City of Mount Dora



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

DATE: April 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Adoption of **Resolution 2024-01**, Adoption of Cybersecurity Framework.

Introduction:

This is a request for the City Council to adopt Resolution No. 2024-01, Cybersecurity Framework.

Discussion:

Florida Statute 282.3185, also referred to as the Local Government Cybersecurity Act, was enacted in 2022 and states under section (4) (a): Each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The cybersecurity standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework. (4)(c) Each municipality with a population less than 25,000 must adopt the cybersecurity standards required by this subsection by January 1, 2025.

The appropriate framework for the City is the well-established standard known as the National Institute of Technology and Standards (NIST) Cybersecurity Framework (CSF). This Framework was created to establish a common language, a set of standards, and an easily executable series of goals for improving cybersecurity and mitigating or reducing cybersecurity risk. The NIST CSF is a general guide to assist organizations to create or improve their cybersecurity program.

The primary benefit of adopting and conforming to the NIST CSF is that it creates a long-term and iterative approach to cybersecurity through policies. The NIST Framework will place the City in a more adaptive and responsive cybersecurity posture with the evolving threat landscape and transform us into a state of continuous compliance where threats will be more easily detected and prevented. Enhanced controls and processes implemented under the Framework's guidelines will safeguard systems, information, and data while mitigating risks.

Budget Impact:

N/A

Strategic Impact:

GOAL 2: Infrastructure / Public Safety
Objective 2.4. Sustain City Infrastructure
2.4.1. Strengthen city cyber-security

Recommendation:

City Council to approve Resolution No. 2024-01, Cybersecurity Framework.

Attachment(s):

1. Attachment #1 SAMPLE - Local Governance Cybersecurity Standards Attestation Form
2. Chapter 282 Section 3185 - 2023 Florida Statutes - The Florida Senate
3. Resolution 2024-01 Cybersecurity

Prepared by: Jason Marlar, IT Director

Reviewed by: Jason Marlar, IT Director
Aneta Barton, Budget Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, Acting City Manager

Approved - 12/6/2023

Approved - 12/7/2023

Approved - 3/21/2024

Approved - 3/21/2024

Final Approval - 3/22/2024

Local Governance Cybersecurity Standards Attestation Form

As required by Section 282.3185(4)(d), Florida Statutes (F.S.), each local government shall notify the Florida Digital Service of its compliance with the subsection as soon as possible.

Local Government Organizational Name: *

Please indicate the name of the local government which you are representing:

City of Mount Dora

Please indicate if your organization has adopted Cybersecurity Standards. *

- ☒ Yes
☐ No

Adopted Cybersecurity Standards

Please indicate which cybersecurity standards your organization has adopted:

NIST Cybersecurity Framework

Date of Adoption: *

12/19/2023



Cybersecurity Point of Contact

Please indicate the best point of contact for this effort:

Name: *

Jason Marlar

Title: *

Director of Information Technology

Email: *

marlarj@cityofmounddora.com

Office Phone Number: *

ATTACHMENT #1

▼ +1 (352) 735-7108

Cell Phone Number:

▼ +1 () -

Acknowledgement of FS *

By checking the box on this form, you attest to the requirements set forth in Section 282.3185(4) F.S.



Form Submitted by: *

(Name)

Jason Marlar

Title: *

Director of Information Technology

Email: *

marlarj@cityofmountdora.com

Form Submitted by Office Phone Number: *

▼ +1 (352) 735-7108

☐ Send me a copy of my responses

Submit

Powered by  smartsheet

[Privacy Notice](#) | [Report Abuse](#)

The Florida Senate

2023 Florida Statutes

ATTACHMENT #2

<u>Title XIX</u> PUBLIC BUSINESS	<u>Chapter 282</u> COMMUNICATIONS AND DATA PROCESSING <u>Entire Chapter</u>	SECTION 3185 Local government cybersecurity.
-------------------------------------	--	---

282.3185 Local government cybersecurity. —

- (1) **SHORT TITLE.**— This section may be cited as the “Local Government Cybersecurity Act.”
- (2) **DEFINITION.**— As used in this section, the term “local government” means any county or municipality.
- (3) **CYBERSECURITY TRAINING.**—
 - (a) The Florida Digital Service shall:
 1. Develop a basic cybersecurity training curriculum for local government employees. All local government employees with access to the local government’s network must complete the basic cybersecurity training within 30 days after commencing employment and annually thereafter.
 2. Develop an advanced cybersecurity training curriculum for local governments which is consistent with the cybersecurity training required under s. [282.318\(3\)\(g\)](#). All local government technology professionals and employees with access to highly sensitive information must complete the advanced cybersecurity training within 30 days after commencing employment and annually thereafter.
 - (b) The Florida Digital Service may provide the cybersecurity training required by this subsection in collaboration with the Cybercrime Office of the Department of Law Enforcement, a private sector entity, or an institution of the State University System.
- (4) **CYBERSECURITY STANDARDS.**—
 - (a) Each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The cybersecurity standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework.
 - (b) Each county with a population of 75,000 or more must adopt the cybersecurity standards required by this subsection by January 1, 2024. Each county with a population of less than 75,000 must adopt the cybersecurity standards required by this subsection by January 1, 2025.
 - (c) Each municipality with a population of 25,000 or more must adopt the cybersecurity standards required by this subsection by January 1, 2024. Each municipality with a population of less than 25,000 must adopt the cybersecurity standards required by this subsection by January 1, 2025.
 - (d) Each local government shall notify the Florida Digital Service of its compliance with this subsection as soon as possible.
- (5) **INCIDENT NOTIFICATION.**—
 - (a) A local government shall provide notification of a cybersecurity incident or ransomware incident to the Cybersecurity Operations Center, Cybercrime Office of the Department of Law Enforcement, and sheriff who has jurisdiction over the local government in accordance with paragraph (b). The notification must include, at a minimum, the following information:
 1. A summary of the facts surrounding the cybersecurity incident or ransomware incident.
 2. The date on which the local government most recently backed up its data; the physical location of the backup, if the backup was affected; and if the backup was created using cloud computing.
 3. The types of data compromised by the cybersecurity incident or ransomware incident.
 4. The estimated fiscal impact of the cybersecurity incident or ransomware incident.
 5. In the case of a ransomware incident, the details of the ransom demanded.

ATTACHMENT #2

6. A statement requesting or declining assistance from the Cybersecurity Operations Center, the Cybercrime Office of the Department of Law Enforcement, or the sheriff who has jurisdiction over the local government.

(b)1. A local government shall report all ransomware incidents and any cybersecurity incident determined by the local government to be of severity level 3, 4, or 5 as provided in s. [282.318](#)(3)(c) to the Cybersecurity Operations Center, the Cybercrime Office of the Department of Law Enforcement, and the sheriff who has jurisdiction over the local government as soon as possible but no later than 48 hours after discovery of the cybersecurity incident and no later than 12 hours after discovery of the ransomware incident. The report must contain the information required in paragraph (a).

2. The Cybersecurity Operations Center shall notify the President of the Senate and the Speaker of the House of Representatives of any severity level 3, 4, or 5 incident as soon as possible but no later than 12 hours after receiving a local government's incident report. The notification must include a high-level description of the incident and the likely effects.

(c) A local government may report a cybersecurity incident determined by the local government to be of severity level 1 or 2 as provided in s. [282.318](#)(3)(c) to the Cybersecurity Operations Center, the Cybercrime Office of the Department of Law Enforcement, and the sheriff who has jurisdiction over the local government. The report shall contain the information required in paragraph (a).

(d) The Cybersecurity Operations Center shall provide a consolidated incident report on a quarterly basis to the President of the Senate, the Speaker of the House of Representatives, and the Florida Cybersecurity Advisory Council. The report provided to the Florida Cybersecurity Advisory Council may not contain the name of any local government, network information, or system identifying information but must contain sufficient relevant information to allow the Florida Cybersecurity Advisory Council to fulfill its responsibilities as required in s. [282.319](#)(9).

(6) AFTER-ACTION REPORT.—A local government must submit to the Florida Digital Service, within 1 week after the remediation of a cybersecurity incident or ransomware incident, an after-action report that summarizes the incident, the incident's resolution, and any insights gained as a result of the incident. By December 1, 2022, the Florida Digital Service shall establish guidelines and processes for submitting an after-action report.

History.—s. 3, ch. 2022-220.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

Copyright © 2000- 2023 State of Florida.

RESOLUTION NO. 2024-01

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, ADOPTING THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY CYBERSECURITY FRAMEWORK, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ADOPT POLICIES AND PROCEDURES AS NECESSARY TO IMPLEMENT THE FRAMEWORK AND COMPLY WITH 282.3185, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO AFFIRM COMPLIANCE WITH FLORIDA STATUTES 282.3185; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute 282.3185, the “Local Government Cybersecurity Act,” establishes cybersecurity requirements for county and municipal governments; and

WHEREAS, Florida Statute 282.3185 (4) states, “Each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The cybersecurity standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework;” and

WHEREAS, Florida Statute 282.3185 (4) requires municipalities with a population of less than 25,000 to adopt a cybersecurity standard by January 1, 2025; and

WHEREAS, the Information Technology Department of the City of Mount Dora, Florida, has selected the National Institute of Standards and Technology’s Cybersecurity Framework as a baseline cybersecurity standard to which all cybersecurity policies of the City of Mount Dora, Florida, will adhere.

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 hereby adopts the National Institute of Standards and Technology Cybersecurity Framework (“Framework”).

SECTION 2. Adoption of Policy. The City Manager or his designee is hereby authorized to adopt policies and procedures as necessary to implement the Framework and comply with Florida Statute 282.3185

SECTION 3. Implementing Administrative Actions. The City Manager or his designee is hereby authorized to affirm compliance with Florida Statute 282.3185, via the Florida Digital Service portal before the January 1, 2025 deadline.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the Public Purpose Policy, 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 adoption.

CRISSY STILE

MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk

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

Patrick Brackins, City Attorney



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

DATE: April 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Adoption of **Resolution No. 2024-11**, Approving Fireworks Launch and closure of Grantham Point and Simpson Cove Docks Closure on May 25, 2024, Corn Festival Event

Introduction:

This is a request for City Council to adopt Resolution No. 2024-11, approving the launch of a fireworks display and closure of Grantham Point and Simpson Cove Docks for the Corn Festival Event taking place in Elizabeth Evans Park on May 25, 2024.

Discussion:

The City of Mount Dora wishes to sponsor and host a fireworks display as part of the Inaugural Mount Dora Corn Festival. The fireworks portion of this event is scheduled for May 25, 2024, and requires the closing of Grantham Point and Simpson Cove Docks in order to launch fireworks. The City has complied with all requirements and procedures for the fireworks display related to this event.

Section 50.250, City of Mount Dora Code of Ordinances, requires City Council approval of any fireworks launched in the City.

Budget Impact:

\$5,000.00 has been budgeted in GL account #001-1340-572.52-01, Special Events Operating Supplies, for the fireworks display at this event.

Strategic Impact:

Objective 2.3.3 of the City of Mount Dora's Strategic Plan, which calls for support of special events. Special events strongly encourage economic development in the downtown business community. Each attendee has the opportunity to discover downtown businesses while appreciating Mount Dora's beautiful lakefront.

Recommendation:

City Council approve Resolution No. 2024-11, launch of a fireworks display with the closure of Grantham Point and Simpson Cove Docks for the Mount Dora Corn Festival taking place in Elizabeth Evans Park on May 25, 2024.

Attachment(s):

1. Attachment #1.SIGNED.Agreement.Explosive
Touch.Fireworks.04.19.2023.exp.04.19.2026
2. Reso No. 2024-11 Corn Festival Fireworks

Prepared by: Jennifer Schwarz, Operations Manager
Reviewed by: carsonc carsonc, Special Events Manager
Troy Shonk, Parks & Recreation Director
Aneta Barton, Budget Director
Jeanann Hand, City Clerk
City Attorney
Vince Sandersfeld, Acting City Manager

Approved - 3/19/2024
Approved - 3/19/2024
Approved - 3/20/2024
Approved - 3/21/2024
Approved - 3/21/2024
Final Approval - 3/22/2024

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 EXPLOSIVE TOUCH ENTERPRISES, LLC, 4260 Amelia Plantation Court, Vero Beach, Florida 32967, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Aerial Fireworks Display Services, pursuant to the CITY’s Purchasing Policy and ITB #23-PR-001; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the CITY related to the services set forth in ITB #23-PR-001; 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 terms of this Agreement shall be for a period of three (3) years beginning on the date of execution by the CITY. The Agreement may be extended, under the same terms and conditions as set forth herein, for up to two (2) additional one (1) year periods.

SECTION 3. SCOPE OF SERVICES.

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

SECTION 4. WARRANTY.

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

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

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

ATTACHMENT #1

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

SECTION 6. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the CITY's stated objectives and standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. COMPENSATION.

- A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY

ATTACHMENT #1

reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

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

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the CITY, and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 10. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
 - 1. AUTOMOBILE:
 - a. Combined Single Limit: \$300,000 per accident,
 - OR**
 - b. Bodily Injury: \$300,000 per person,
 - AND**
 - Property Damage: \$100,000 per accident;
- 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;

ATTACHMENT #1

3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
 4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
 5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the CITY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. List the "CITY OF MOUNT DORA" as an Additional Insurer,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. The CONTRACTOR shall name the "City of Mount Dora" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the CITY with proof of same.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.
- F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and

ATTACHMENT #1

costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the to the CITY upon reasonable request.

- G. The CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of the City of Mount Dora. The liability policies shall be Primary/Non-Contributory.

SECTION 11. CITY OBLIGATIONS.

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

SECTION 12. ENTIRE AGREEMENT.

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

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 14. PUBLIC RECORDS.

- A. Pursuant to Florida Statutes, Section 119.0701:

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

ATTACHMENT #1

CITY CLERK: JEANANN HAND
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
HANDJ@CITYOFMOUNTDORA.COM

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

SECTION 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

ATTACHMENT #1

SECTION 16. APPLICABLE LICENSING.

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

SECTION 17. COMPLIANCE WITH ALL LAWS.

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

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the CITY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

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

SECTION 21. ASSIGNMENT.

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

ATTACHMENT #1

SECTION 22. **SEVERABILITY.**

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

SECTION 23. **WAIVER.**

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

SECTION 24. **NOTICE.**

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

CITY: City of Mount Dora
 Attention: City Manager
 510 N. Baker Street
 Mount Dora, Florida 32756

CONTRACTOR: Explosive Touch Enterprises, LLC
 4260 Amelia Plantation Court
 Vero Beach, Florida 32967

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.

ATTACHMENT #1

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

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

SECTION 28. CONFLICT OF INTEREST.

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

SECTION 29. PUBLIC ENTITY CRIMES.

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

SECTION 30. JOINT AUTHORSHIP.

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

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit the

ATTACHMENT #1

books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 33. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

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

SECTION 35. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

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

ATTACHMENT #1

SECTION 36. 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.

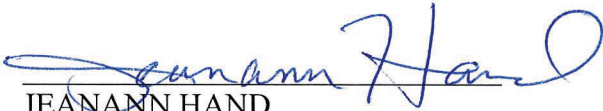
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 14TH day of APRIL, 2023.

CITY OF MOUNT DORA



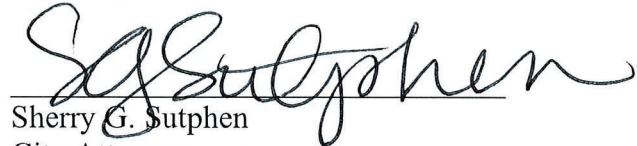
CRISSY STILE, Mayor

ATTEST:



JEANANN HAND
CITY CLERK

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



Sherry G. Sutphen
City Attorney

ATTACHMENT #1

CONTRACTOR

By: EJ Weppel

Print: EJ Weppel IV

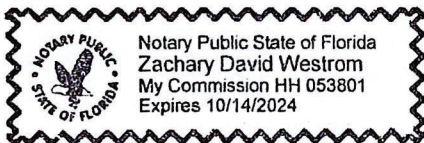
Title: President

STATE OF FLORIDA

COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of EJ Weppel, as president, of Explosive Touch LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement, and thereby bind the Contractor, and who is personally known to me or who produced drivers license as identification, and who did/did not take an oath this 15th day of March, 2023.

(stamp)



[Signature]
NOTARY PUBLIC, State of Florida

ATTACHMENT #1

Exhibit "A" Scope of Services

"Freedom on the Waterfront" - July 3rd Annually

1. Contractor shall provide a complete fireworks display lasting no less than twenty (20) minutes. The scheduled time of the launching will be approximately 9:15 pm EST.
2. There shall be a three-phase display with an opener no less than 1 minute, a main body of the show lasting no less than 18 minutes, and a finale lasting no less than 1 minute.
3. Shells shall be "racked" and fired from Grantham Pointe by a licensed pyrotechnic company and trained personnel.
4. All fireworks to be included in the presentation are to be premium quality 1.3G under UN0335. No consumer grade fireworks are to be used. The firework display should comprise a combination of 1 inch to 5 inch shells that meet the prior approval of the City of Mount Dora's Fire Marshall. The breakdown of each section of the display shall be as follows:

Opener: 160 Total Display Shells

100: 1 inch - 2.5 inch Premium single shot and multi-shot cake effects
30: 3 inch Premium Fireworks Shells- variety of effects
18: 4 inch Premium Fireworks Shells -variety of effects
12: 5 inch Premium Fireworks Shells -variety of effects

Main Body: 2,580 Total Display Shells

2,000: 1 inch - 2.5 inch Premium single shot and multi-shot cake effects
150: 3 inch Premium Fireworks Shells - variety of effects
180: 4 inch Premium Fireworks Shells - variety of effects
280: 5 inch Premium Fireworks Shells -variety of effects

Grand Finale: 860 Total Display Shells

500: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
250: 3 inch Premium Fireworks Shells -variety of effects
55: 4 inch Premium Fireworks Shells -variety of effects
55: 5 inch Premium Fireworks Shells -variety of effects

TOTAL SHELL COUNT: 3,600

ATTACHMENT #1

“Last Call”– Last Saturday of July (Alternate Event)

1. The successful proposer will a complete fireworks display lasting no less than seven (7) minutes. The scheduled time of launching will be at 12:00 am (Midnight), on January 1.
2. Shells shall be “racked” and fired from the 4th Avenue Docks by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells:

600: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
380: 3 inch Premium Fireworks Shells -variety of effects
120: 4 inch Premium Fireworks Shells -variety of effects
TOTAL SHELL COUNT: 1100

“Light Up Mount Dora” – November 26th Annually

1. The successful proposer will provide a complete fireworks display lasting no less than seven (7) minutes. The scheduled time of launching will be at 6:30-7:00 pm.
2. Shells shall be “racked” and fired from Grantham Point by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells

500: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
320: 3 inch Premium Fireworks Shells -variety of effects
80: 4 inch Premium Fireworks Shells -variety of effects
TOTAL SHELL COUNT: 900

ATTACHMENT #1

“New Year’s Eve Celebration” – December 31 annually

1. The successful proposer will provide a complete fireworks display lasting no less than seven (7) minutes. The scheduled time of launching will be at 12:00 am (Midnight), on January 1.
2. Shells shall be “racked” and fired from the 4th Avenue Docks by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells:

600: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
380: 3 inch Premium Fireworks Shells -variety of effects
120: 4 inch Premium Fireworks Shells -variety of effects
TOTAL SHELL COUNT: 1100

Additional Annual Alternate Events (up to 3) – Dates to Be Determined

1. The successful proposer will provide all necessary transport, equipment, personnel, and material for set up, display show, tear down and provide a complete fireworks display lasting no less than seven (7) minutes.
2. Shells shall be “racked” and fired from an approved location and by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells

600: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
380: 3 inch Premium Fireworks Shells -variety of effects
120: 4 inch Premium Fireworks Shells -variety of effects
TOTAL SHELL COUNT: 1100

ATTACHMENT #1

Exhibit "B" Compensation

	Event Description	Year 1	Year 2	Year 3	Year 4 (Renewal)	Year 5 (Renewal)
1.	"Freedom on the Waterfront" July 3 Annually	\$28,500.00	\$28,500.00	\$28,500.00	\$30,000.00	\$30,000.00
2.	"Light Up Mount Dora" November 26 Annually	\$6,000.00	\$6,000.00	\$6,000.00	\$6,500.00	\$6,500.00
3.	"New Year's Eve Celebration" December 31 Annually	\$7,000.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00
4.	"Last Call" Last Saturday of July (Annual Alternate Event)	\$7,000.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00
Subtotals (per year):		\$48,500.00	\$48,500.00	\$48,500.00	\$51,500.00	\$51,500.00
BID GRAND TOTAL (all annual events all years)					\$248,500.00	
5.	Each Additional Event: (Up to Three - Upon City Request Only)	\$6-7K each	\$6-7K each	\$6-7K each	\$6.5K-7.5K each	\$6.5K-7.5K each

Bid Grand Total (written): Two Hundred Forty Eight Thousand Five Hundred Dollars and 00 /100

RESOLUTION NO. 2024-11

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE 2024 CORN FESTIVAL MOUNT DORA EVENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION FOR FIREWORKS DISPLAY AND DOCK CLOSURE; 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 of Mount Dora wishes to sponsor and host a fireworks display, as part of the Inaugural Mount Dora Corn Festival; and

WHEREAS, the City's Corn Festival is scheduled for two days on Friday, May 24, 2024 and Saturday, May 25, 2024; and

WHEREAS, the Corn Festival requires the closing of the Grantham Point and Simpson Cove Docks in order to launch fireworks beginning at 9:20 p.m. on Saturday, May 25, 2024; and

WHEREAS, Section 50.250, City of Mount Dora Code of Ordinances, requires City Council approval of any fireworks launched in the City.

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 Fireworks Display and Dock Closure. The City hereby authorizes the Inaugural Corn Festival fireworks display and closure of the Grantham Point and Simpson Cove Docks in order for the fireworks to be safely launched.

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 fireworks display and closure of the Grantham Point and Simpson Cove Docks, 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 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 2nd day of April, 2024.

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.

Patrick Brackins, City Attorney



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

DATE: April 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request approval of **Resolution 2024-12**, Establishing a Charter Review ad hoc Committee

Introduction:

This is a request for City Council to approve Resolution No. 2024-12 and consider member appointments for the Charter Review ad hoc review committee.

Discussion:

As directed by City Council on March 19, 2024, and pursuant to the City of Mount Dora Charter, Section 9, of the Mount Dora Code of Ordinances beginning in 2011, the City Council shall cause its Charter to be reviewed, and thereafter, no less than once every five years. The Charter shall be reviewed once every five years by ad hoc committee and the city attorney. The previous Charter was amended by Ordinance No. 2019-14 adopted on August 6, 2019.

The action requested on April 2, 2024, is for the City Council to establish the Charter Review ad hoc committee. Following, as a series of committee meetings will be scheduled and concluded with potential recommended amendments to the Charter concluded in June 2024.

Budget Impact:

The associated charter review was not included, as a specific item, in the FY23-24 Budget. Potential costs associated with various activities such as city legal services, ballot referendums, promotions, legal advertisements, etc. are estimated at \$25,000 to \$35,000.

Strategic Impact:

The Charter is the legal framework within which the city operates as enumerated in the Mount Dora Code of Ordinances.

Recommendation:

The City Council approve Resolution No. 2024-12 and consider member appointments for the Charter Review ad hoc review committee.

Attachment(s):

1. Resolution 2024-12 Charter Review Commission

Prepared by:	Vince Sandersfeld, Acting City Manager	
Reviewed by:	Misty Sommer, Director of Economic Development & Public Information	Approved - 3/21/2024
	Aneta Barton, Budget Director	Approved - 3/22/2024
	City Attorney, City Attorney	Approved - 3/27/2024
	Jeanann Hand, City Clerk	Approved - 3/27/2024
	Vince Sandersfeld, Acting City Manager	Final Approval - 3/27/2024

RESOLUTION NO. 2024-12

**A RESOLUTION OF THE CITY OF MOUNT DORA,
FLORIDA ESTABLISHING THE 2024 CHARTER REVIEW
COMMITTEE; PROVIDING FOR LEGISLATIVE
FINDINGS AND INTENT; PROVIDING A SAVINGS
CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS;
PROVIDING FOR CONFLICTS; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, pursuant to Article II, Section 9 of the Charter of the City of Mount Dora, the City Council shall cause the City's Charter to be reviewed no less than once every five years; and

WHEREAS, the Charter was last reviewed by ad hoc committee in 2019; and

WHEREAS, the Charter provides that the ad hoc committee shall be appointed on or before the first regularly scheduled City Council meeting of April and the Charter Review Committee's report shall be presented to the City Council no later than the second regularly scheduled council meeting of June; and

WHEREAS, the City Council desires to fulfill its obligation under Article II, Section 9 of the City of Mount Dora's Charter to establish the 2024 Charter Review Committee and to appoint its members.

**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 as if set forth fully herein.

SECTION 2. Establish 2024 Charter Review Committee. The City hereby establishes the 2024 Charter Review Committee.

SECTION 3. Appointment of Members. The 2024 Charter Review Committee shall consist of the following seven (7) members, all of whom are residents of the City of Mount Dora:

[Members Listed on the Following Page]

1. _____; and
2. _____; and
3. _____; and
4. _____; and
5. _____; and
6. _____; and
7. _____.

SECTION 4. Duties. The 2024 Charter Review Committee is empowered to conduct a comprehensive review and study of the City of Mount Dora Charter, in consultation with the City Attorney, to receive public input at duly noticed public meetings, and to make a final report of any recommended charter amendments to the City Council no later than the first meeting of June 2024.

SECTION 5. Expiration. The 2024 Charter Review Committee shall automatically adjourn and terminate no later the next general election, to be held on November 5, 2024, or via subsequent resolution of the City Council of the City of Mount Dora, whichever comes first.

SECTION 6. Savings Clause. All prior actions of the City of Mount Dora pertaining to the 2024 Charter Review Committee as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 7. 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 8. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 9. 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 10. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

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.

Patrick Brackins, City Attorney