



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 16, 2024, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

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| 2. Mount Dora Fun Fact | |

PUBLIC COMMENT

APPROVAL OF AGENDA

CONSENT AGENDA

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CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

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

UPCOMING MEETING DATES

- Tuesday, May 7, 2024, 6:00 PM, Regular Session
- Tuesday, May 21, 2024, 6:00 PM, Regular Session
- Tuesday, June 4, 2024, 6:00 PM, Regular Session
- Monday, June 10, 2024, 6:00 PM, City Council Budget Workshop: Budget Parameters and Fire Assessment

ADJOURNMENT

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

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



PROCLAMATION

WHEREAS, April 30, 2024, marks the 49th anniversary of the end of the Vietnam War and the start of an exodus of several million Vietnamese people out of Vietnam after the South Vietnamese capitol of Saigon fell to communists on April 30, 1975; and

WHEREAS, for many Vietnamese and Veterans who were directly involved in the war and Vietnamese Americans who have settled in the United States, the Vietnam War was a tragedy full of suffering and the loss of American, Vietnamese, and Southeast Asian lives; and,

WHEREAS, South Vietnamese armed forces lost 275,000 soldiers and many more were wounded, along with an unknown number of casualties among Vietnamese citizens; and,

WHEREAS, starting in 1975, and lasting through the mid-1990s, multiple waves of Vietnamese refugees began leaving Vietnam; nearly 800,000 people risked their lives on small, dangerous boats to travel to resettlement camps in Hong Kong, Malaysia, Indonesia, Thailand, and the Philippines before eventually being resettled in the United States; and,

WHEREAS, in order to serve their community and prosper in America, Vietnamese-Americans founded well-established and thriving Vietnamese American commercial districts throughout the United States; and,

WHEREAS, Mount Dora is the chosen home of many Vietnamese-Americans; and

WHEREAS, significant contributions have been made to the City of Mount Dora by Vietnamese-Americans through their cultural, religious, and political lives.

NOW, THEREFORE, I, Crissy Stile, Mayor of the City of Mount Dora, Florida, do hereby proclaim April 30, 2024 as Vietnam Remembrance Day in the City of Mount Dora, and encourage all citizens, businesses, and institutions to remember the countless lives lost in the Vietnam War and its aftermath, and to continue the determination in advocating for a society that respects the human and civil rights of citizens of all nations.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed this 16th day of April, 2024.

Crissy Stile, Mayor



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

DATE: April 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Approval of Task Authorization with DRMP, Inc. for Engineering Services to Correct Pavement and Drainage Problems in Country Club of Mount Dora Phase II-9, St. Andrews.

Introduction:

This is a request for Council to approve a task authorization with DRMP, Inc. to prepare construction plans needed to correct drainage problems and reconstruct pavement damaged in the Country Club of Mount Dora Phase II-9, St. Andrews, caused by high groundwater conditions.

Discussion:

Street pavement in the St. Andrews Unit of the Country Club of Mount Dora is damaged due to high groundwater conditions. The rising groundwater also affects the adjoining lots. Yards are saturated with groundwater in many places with groundwater flowing over the sidewalks and upwelling through cracks in the pavement.

DRMP's assignment is to design an underdrain system to lower the groundwater level and protect the pavement from further groundwater damage. The plans will include reconstruction of the existing damaged pavement, inlet capacity improvements, and repairs to the main drainage outfall from this unit.

Budget Impact:

This engineering services item is budgeted under GL# 445-5555-580.63-01-SW2405. Construction is anticipated to occur in FY 24/25.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

Council approve a task authorization with DRMP, Inc. for engineering services to correct pavement and drainage problems in Country Club of Mount Dora Phase II-9, St. Andrew.

Attachment(s):

1. Attachment #1 Reso No. 2018-172 DRMP Group C

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 - 4/3/2024

Approved - 4/9/2024

Approved - 4/9/2024

Final Approval - 4/9/2024

ATTACHMENT #1

RESOLUTION NO. 2018 -172

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA RELATING TO THE APPROVAL OF PROFESSIONAL CONSULTANT AGREEMENTS PURSUANT TO RFQ 18-PW-009; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PURCHASING AUTHORIZATION; PROVIDING 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, Florida issued RFQ 18-PW-009 for Professional Consultant Services; and

WHEREAS, the City Council approved final rankings for the proposals submitted in response to RFQ 18-PW-009 for Group "C" on August 21, 2018.

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 legislative findings of the City of Mount Dora.

SECTION 2. Purchasing Authorization. The Mayor is hereby authorized to execute an agreement with each of the three top ranked firms under Group C – Civil Engineering (Stormwater) for the provision of professional engineering ("on-call") services as set forth in **Composite Exhibit A** attached hereto.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to RFQ 18-PW-009, Group "C", as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

ATTACHMENT #1

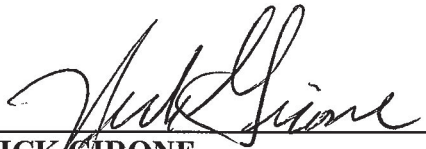
SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. Conflicts. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 7. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

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

PASSED AND ADOPTED this 4th day of October, 2018.



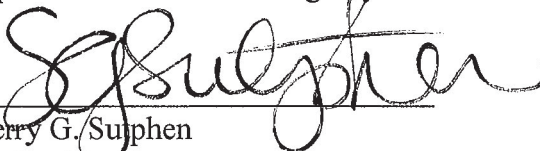
NICK GIRONE
MAYOR of the City of Mount Dora, Florida

ATTEST:



GWEN JOHNS
CITY CLERK

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



Sherry G. Sulphen
Interim City Attorney

ATTACHMENT #1

GRP:c

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
PROFESSIONAL CONSULTANT SERVICES
Request for Qualification (RFQ) #18-PW-009

THIS AGREEMENT is made and entered into this 4th day of October, 2018, by and between _____, duly authorized to conduct business in the State of Florida and whose address is, hereinafter, called "CONSULTANT" and the **CITY OF MOUNT DORA**, a political subdivision of the State of Florida, whose address is 510 North Baker Street, Mount Dora, FL 32757, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ# 18-PW-009), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for a period of up to six (6) years from the date of award

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Gwen Johns, City Clerk
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757
(352)735-7126

For Consultant:

Ken Kniel, Vice President (Name, Title)
DRMP, Inc. (Company)
941 Lake Baldwin Lane (Address)
Orlando, Florida 32814 (City, State, Zip)
407.896.0594 (Phone)

ATTACHMENT #1

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in Lake County, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

SECTION 12. PUBLIC RECORDS NOTICE.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CITY CLERK:

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

Firm agrees to comply with public records laws, specifically to:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

ATTACHMENT #1

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the consultant does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the consultant or keep and maintain public records required by the public agency to perform the service. If the consultant transfers all public records to the public agency upon completion of the contract, the consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the consultant keeps and maintains public records upon completion of the contract, the consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 13. CITY STANDARD TERMS/POLICIES/PROCEDURES.

All standard City of Mount Dora policies procedures and standard contract provisions shall apply to this RFQ and its provisions contained therein, and to the extent of any conflict, the City's standard terms and conditions will supersede. These standard terms can be found on the City's website at: <http://ci.mount-dora.fl.us/DocumentCenter/View/3564>.

ATTACHMENT #1

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by City.

CITY OF MOUNT DORA

Mark Girone
Mark Girone, Mayor

Attest:

Gwen Keough-Johns
Gwen Keough-Johns, City Clerk

Date: 10 4 2019

Approved as to form & legality as to
City of Mount Dora only.

Stephen
City Attorney
By: o/b/o prior counsel

CONSULTANT

DRMP, Inc.

By Kenneth Kniel, PE *K.K.R.*

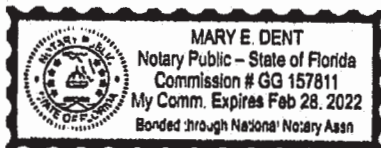
As: Vice President

Date: 10/12/18

State of Florida
City of Orange Co. (Orlando)

SUBSCRIBED AND SWORN to before me this 16 day of October, 2018, by
Kenneth Kniel, who is personally known to me to be the
_____ for the Firm, OR who produced the following
identification: _____.

STAMP OR SEAL:



Mary E. Dent
Notary Public, State of Florida
My Commission Expires: 2/28/2022

- Attachments: A. RFQ #18-PW-009
B. Firm Response to RFQ
C. Scope of Services

RFQ# 18-PW-009-PROFESSIONAL CONSULTANT SERVICES



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

DATE: April 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Approval of Task Authorization with Asphalt Paving Systems, Inc. for Street Paving and Pavement Markings including Donnelly Street North of Limit Avenue

Introduction:

This is a request for Council approval of a task authorization with Asphalt Paving Systems, Inc. for street paving of several street sections. The work includes resurfacing Donnelly Street north of Limit Avenue and south of the bridge and renewing pavement markings as needed north of Limit Avenue up to US 441.

Discussion:

The work is to accomplish the FY 23/24 street paving program and includes pavement improvements to the following street segments:

- Donnelly Street from the pavement break north of Limit Avenue to the Waterman Bridge.
- Lincoln Avenue from Donnelly Street to Tremain Street.
- Helen Street from 6th Avenue to 9th Avenue.
- 9th Avenue from Helen Street west to the end of 9th Avenue.
- Grandview Street from 1st Avenue to E. Johns Way.
- Highland Street from 5th Avenue to 11th Avenue.

The work also includes restoration of pavement markings on Donnelly Street north of Limit Avenue to US 441 where needed.

Budget Impact:

No budget impact is anticipated as the work will expend funds already budgeted for this purpose. GL#310-5555-580.46-01-CP0809

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

Recommend Council approve the task authorization with Asphalt Paving Systems, Inc. for street paving and pavement markings including Donnelly Street north of Limit Avenue.

Attachment(s):

1. ATTACHMENT1-SIGNED.AGREEMENT.ASPHALT PAVING.DOC032124-03212024085820
2. Signed-TaskAuthorization_AspphaltPavingSystems_240329

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 - 4/1/2024
Approved - 4/1/2024
Approved - 4/4/2024
Final Approval - 4/5/2024

ATTACHMENT #1

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 ASPHALT PAVING SYSTEMS, INC., 8940 Gall Boulevard, Zephyrhills, Florida, 33541, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest utilize the Paving and Rehabilitation Continuing Services Agreement between the Board of Commissioners for Sumter County, Florida, and the CONTRACTOR (the "Underlying Agreement"), dated November 14, 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 Sumter County, Florida through Invitation to Bid – ITB# 045-0-2023/RS; 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,

WHEREAS, the City's prior cooperative contract with the CONTRACTOR, dated January 18, 2022, shall be superseded by this Agreement and shall have no further force or effect as the underlying agreement upon which it is based has been superseded by the Underlying Agreement dated November 14, 2023.

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 March 19, 2026, and is subject to two (2) additional one (1) year renewals. The Agreement may be terminated at any time given at least thirty (30) days written notice to the other party as the address noted in this Agreement.

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

ATTACHMENT #1

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: Asphalt Paving Systems, Inc.
C/o Robert Capoferri
8940 Gall Blvd.
Zephyrhills, FL 33541

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.

ATTACHMENT #1

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

ATTACHMENT #1

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.

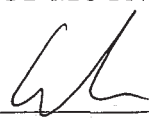
ATTACHMENT #1

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 1st day of MARCH, 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

ATTACHMENT #1

ASPHALT PAVING SYSTEMS, INC.



Print: Robert Capoferri

Title: President

STATE OF FLORIDA

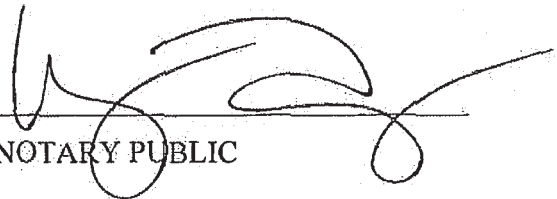
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Robert Capoferri, as President of Asphalt Paving Systems, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 4th day of March, 2024.

(stamp)



MARY E. FREGOSO
Commission # 1H1356587
Expires January 31, 2027


NOTARY PUBLIC

ATTACHMENT #1

Exhibit "A"
Cooperative Contract between the
Sumter County Board of County Commissioners and
Asphalt Paving, Inc.

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Asphalt Paving Systems, Inc. (Contractor) and the City of Mount Dora, approved under Agreement dated March 19, 2024, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Name: 2024 Street Resurfacing and Pavement Marking Project

Project Amount: \$337,808.07

Budget Account Number: 310-5555-580.46-01-CP0809

City Project Manager: Mark DeCosta

Contractor: Asphalt Paving Systems, Inc.

Contractor Project Manager: Randy D. Shane

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION AND A CITY PURCHASE ORDER ARE DELIVERD 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: Mark DeCosta

Date: March 29, 2024

Signature: _____

Reviewed By:

Print: George Marek

Date: March 29, 2024

Signature: George Marek

CONTRACTOR ACCEPTANCE

CITY APPROVAL

Print Name:
Robert Capoferri

Print Name:

Signature: _____

Signature:

Date:
3/29/24

Date:

Exhibit A – Scope of Work

According to the attached January 25, 2024 Project Proposal for M/O 1.5”, Cape Seal and attached January 25, 2024 Project Proposal for Rethermo Donnelly Street by Asphalt Paving Systems, Inc.

Exhibit B – Sub-Contractors

No subcontractors

Exhibit C – Schedule

Project to commence with a pre-construction conference upon issuance of purchase order with construction to begin within a month following the pre-construction conference.

Exhibit D – Compensation

According to the attached January 25, 2024 Project Proposal for M/O 1.5”, Cape Seal and attached January 25, 2024 Project Proposal for Rethermo Donnelly Street by Asphalt Paving Systems, Inc.



DATE: 1/25/2024

TO: Mark DeCosta Public Works Manager
City of Mount Dora
900 N Donnelly St.
Mount Dora, FL 32757
352-735-7151

FROM: Asphalt Paving Systems, Inc.
Randy Shane - South Florida Rep
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-892-0056

RE: Project proposal
M/O 1.5", Cape Seal

Product	Description	Units	Quantity	Unit Price	Total Price
	Piggyback Sumter County Contract				
Category A	Milling 1.5"	SY	7,248.00	\$ 4.25	\$ 30,804.00
Category B	9.5 SP HMA 1.5"	Ton	610.00	\$ 188.29	\$ 114,856.90
Category D	Cape Seal (89's)	SY	11,760.00	\$ 12.06	\$ 141,825.60
Category E	Rut Filling	Ton	0.00	\$ 436.00	\$ -
Category H	Crack Seal (Mastic)	Gallon	200.00	\$ 45.00	\$ 9,000.00
Category L	Pavement Markings				
L-1	6" White Paint	GM	0.40	\$ 3,910.00	\$ 1,564.00
	12" White Paint	LF	680.00	\$ 4.83	\$ 3,284.40
	24" White Paint	LF	200.00	\$ 9.66	\$ 1,932.00
	6" White Thermo	GM	0.00	\$ 6,325.00	\$ -
	12" White Thermo	LF	680.00	\$ 6.04	\$ 4,107.20
	24" White Thermo	LF	200.00	\$ 12.08	\$ 2,416.00
L-3	6" Yellow Paint	GM	0.63	\$ 3,864.00	\$ 2,434.32
	18" Yellow Paint	LF	0.00	\$ 5.41	\$ -
	6" Yellow Thermo	GM	0.24	\$ 6,325.00	\$ 1,518.00
	18" Yellow Thermo	LF	0.00	\$ 7.25	\$ -
L-7	R x R Paint	EA	2.00	\$ 241.50	\$ 483.00
	School Paint	EA	2.00	\$ 184.00	\$ 368.00
	AHEAD Paint (Trail Xing x2)	EA	0.00	\$ 172.50	\$ -
	Turn Lane Arrow Paint	EA	0.00	\$ 46.00	\$ -
	R x R Thermo	EA	2.00	\$ 425.50	\$ 851.00
	School Thermo	EA	2.00	\$ 339.25	\$ 678.50
	AHEAD Thermo (Trail Xing x2)	EA	0.00	\$ 310.50	\$ -
	Turn Lane Arrow Thermo	EA	0.00	\$ 80.50	\$ -
L-8	Reflective Pavement Markers	EA	120.00	\$ 6.04	\$ 724.80
L-9	Removal of Existing Marking	SF	0.00	\$ 3.45	\$ -
Category M	Mobilization		1.00	\$ 3,500.00	\$ 3,500.00

Category N	MOT	Day	7.00	\$ 750.00	\$ 5,250.00
*	All Risers supplied by City				
*	Proposal includes all Labor, and Equipment for all items.				
*	Stripe back to most current google earth				
				Total	\$ 325,597.72

Respectfully Submitted,

Randy D. Shane

Asphalt Paving Systems, Inc.

Zephyrhills, Florida

c: 813-892-0056

e: rd.shane@hotmail.com

Accepted By: _____

Signature: _____

Date: _____

* Proposal valid for 30 days.

Project Street list

ITEM	STREET NAME	FROM	TO	LENGTH	WIDTH	TOTAL UNITS	UNIT PRICE	Total	M/O	CAPE	DM
Cape	Donnelly St	Limit Ave Pvmnt Chg N	Waterman Bridge P Chg	1,040	24.0	2,773.33				2773	
	Paint only back on Don	Masic 200 gal	Need to hold together for 3 years								
M/O 1.5"	Lincoln Ave	Donnelly	Tremain	695	22.0	1,698.89			1699	0	
Cape	Helen St	6th Ave	9th Ave	1,020	24.0	2,720.00			0	2720	0
M/O 1.5"	9th Ave	Helen	DE W	170	21.0	396.67			397		0
Cape	Grandview St	1st Ave	E Johns Way	2,350	24.0	6,266.67				6267	0
M/O 1.5"	Highland St	5th Ave	11th Ave	970	21.0	2,263.33			2263		0
				1,000	26.0	2,888.89			2889		
						0.00				0	
						0.00					
						0.00				0	
				7,245.00		19,008	Total	\$0.00			
									T M/O 7,248.00		
									T CAPE 11760		
									T DM 0		



Asphalt Paving Systems, Inc.
Randy Shane - South Florida Rep
Zephyrhills, FL 33540
Ph: 813-892-0056



DATE: 1/25/2024

TO: Mark DeCosta Public Works Manager
City of Mount Dora
900 N Donnelly St.
Mount Dora, FL 32757
352-735-7151

FROM: Asphalt Paving Systems, Inc.
Randy Shane - South Florida Rep
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-892-0056

RE: Project proposal
Rethermo Donelly St

Product	Description	Units	Quantity	Unit Price	Total Price
	Piggyback Sumter County Contract				\$ -
Category A	Milling 1.5"	SY	0.00	\$ 3.75	\$ -
Category B	9.5 SP HMA 1.5"	Ton	0.00	\$ 188.29	\$ -
Category D	Cape Seal (89's)	SY	0.00	\$ 12.06	\$ -
Category E	Rut Filling	Ton	0.00	\$ 436.00	\$ -
Category H	Crack Seal (Mastic)	Gallon	0.00	\$ 45.00	\$ -
Category L	Pavement Markings				
L-1	6" White Paint	GM	0.00	\$ 3,910.00	\$ -
	12" White Paint	LF	0.00	\$ 4.83	\$ -
	24" White Paint	LF	0.00	\$ 9.66	\$ -
	6" White Thermo	GM	0.44	\$ 6,325.00	\$ 2,783.00
	12" White Thermo	LF	220.00	\$ 6.04	\$ 1,328.80
	18" White Thermo	LF	80.00	\$ 7.25	\$ 580.00
	24" White Thermo	LF	185.00	\$ 12.08	\$ 2,234.80
L-2	6" White Skip Thermo	GM	0.10	\$ 2,415.00	\$ 241.50
L-3	6" Yellow Paint	GM	0.00	\$ 3,864.00	\$ -
	18" Yellow Paint	LF	0.00	\$ 5.41	\$ -
	6" Yellow Thermo	GM	0.21	\$ 6,325.00	\$ 1,328.25
	18" Yellow Thermo	LF	0.00	\$ 7.25	\$ -
L-7	R x R Paint	EA	0.00	\$ 241.50	\$ -
	School Paint	EA	0.00	\$ 184.00	\$ -
	AHEAD Paint (Trail Xing x2)	EA	0.00	\$ 172.50	\$ -
	Turn Lane Arrow Paint	EA	0.00	\$ 46.00	\$ -
	R x R Thermo	EA	0.00	\$ 425.50	\$ -
	School Thermo	EA	0.00	\$ 339.25	\$ -
	AHEAD Thermo (Trail Xing x2)	EA	0.00	\$ 310.50	\$ -
	Turn Lane Arrow Thermo	EA	20.00	\$ 80.50	\$ 1,610.00
L-8	Reflective Pavement Markers	EA	100.00	\$ 6.04	\$ 604.00
L-9	Removal of Existing Marking	SP	0.00	\$ 3.45	\$ -

					\$ -
Category M	Mobilization	LS	0.00	\$ 3,500.00	\$ -
Category N	MOT	Day	2.00	\$ 750.00	\$ 1,500.00
					\$ -
*	All Risers supplied by City				
*	Proposal includes all Labor, and Equipment for all items.				
*	Stripe back to most current google earth				\$ -
				Total	\$ 12,210.35

Respectfully Submitted,

Randy D. Shane

Asphalt Paving Systems, Inc.

Zephyrhills, Florida

c: 813-892-0056

e: rd.shane@hotmail.com

Accepted By: _____

Signature: _____

Date: _____

* Proposal valid for 30 days.

Project Street list

ITEM	STREET NAME	FROM	TO	LENGTH	WIDTH	TOTAL UNITS	UNIT PRICE	Total	M/O	CAPE	DM
Cape	Donnelly St	441	Brookfield Ave			0.00					0
	ReThermo										
						0.00					0
						0.00					
						0.00					0
				0.00		0	Total	\$0.00			
									T M/O	-	
									T CAPE	0	
									T DM	0	



Asphalt Paving Systems, Inc.
Randy Shane - South Florida Rep
Zephyrhills, FL 33540
Ph: 813-892-0056



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

DATE: April 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Approval of City of Mount Dora Purchasing Policy Waiver for the Mount Dora Groves Electric Infrastructure.

Introduction:

This is a request for City Council to approve a Purchasing Policy waiver for the Mount Dora Groves Electric Infrastructure.

Discussion:

The City's Purchasing Policy Section 3.9-3 Developer Reimbursed Procurement authorizes the City Manager to permit purchases of project materials under \$250,000 that are reimbursed by a private developer. This request seeks to waive Section 3.9-3's maximum materials cost threshold under Section 3.1-2's waiver provision.

Given the current economic environment of high inflation, the Mount Dora Groves South, a private developer-reimbursed project, will exceed the \$250,000 threshold requirement. The Electric department has prepared engineering design and cost estimate for the underground power distribution. The project estimate totals \$1,172,669 with approximately \$680,000 in materials.

With supply chain disruptions and anticipated long lead times, materials for this project must be ordered in advance to prevent project delays. Therefore, City Council approval is required to waive the \$250,000 threshold requirement of the Purchasing Policy and authorize the City Manager to permit purchases of materials for the Mount Dora Groves South.

Budget Impact:

This is a private developer reimbursed project, therefore there is no impact on the City's budget.

Strategic Impact:

N/A

Recommendation:

City Council to approve a waiver of the \$250,000 threshold requirement of the Purchasing Policy and authorize the City Manager to permit purchases of materials for the Mount Dora Groves project.

Attachment(s):

1. 1_MD Groves_Phase 2_ELE_Design_Rev 1
2. 6_MD PHASE 2 Mount Dora Groves Cost Estimate REV 10I

Prepared by: Aneta Barton, Budget Director

Reviewed by: Aneta Barton, Budget Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

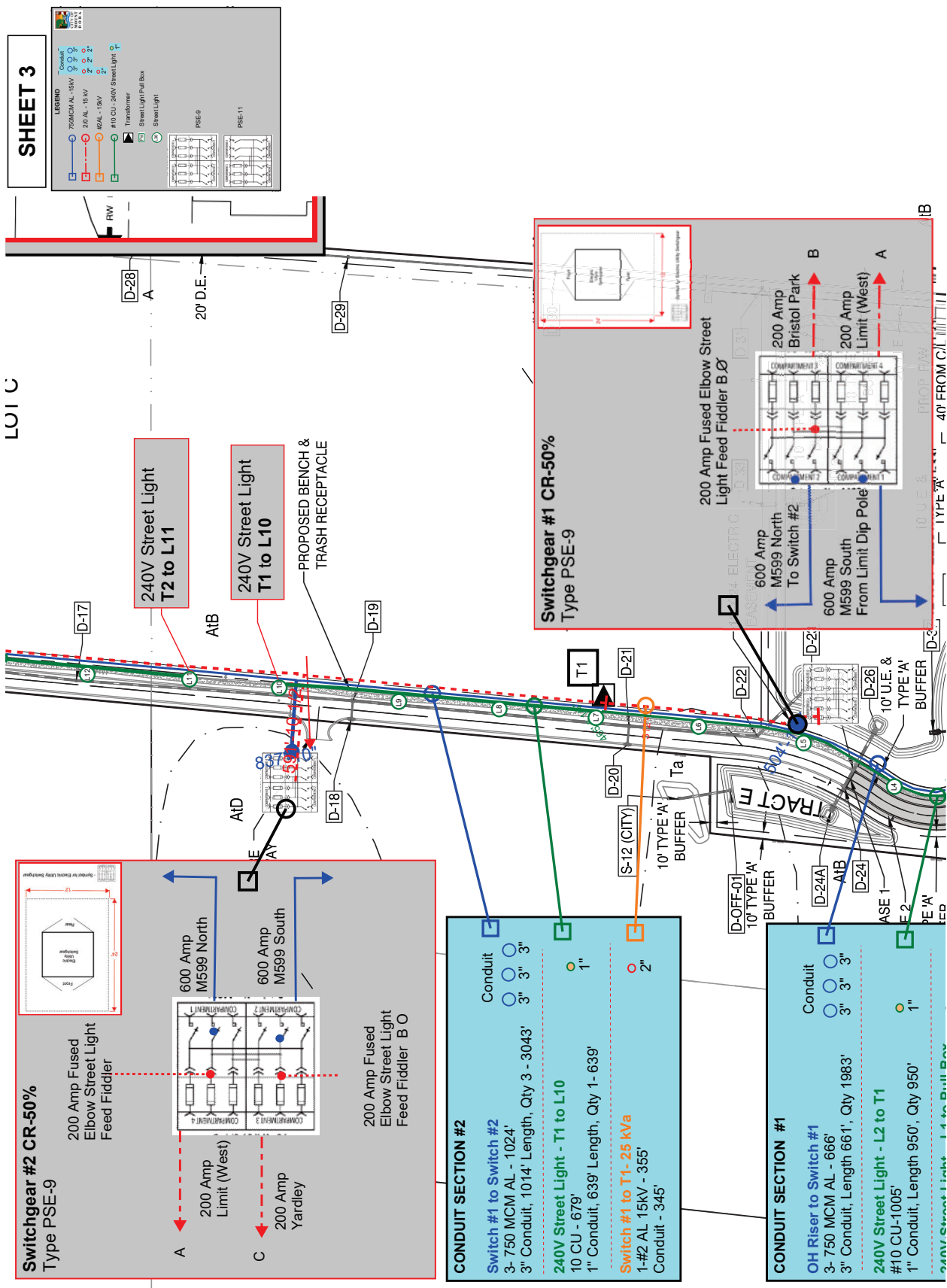
Vince Sandersfeld, Acting City Manager

Approved - 4/1/2024

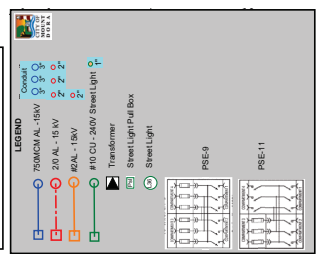
Approved - 4/10/2024

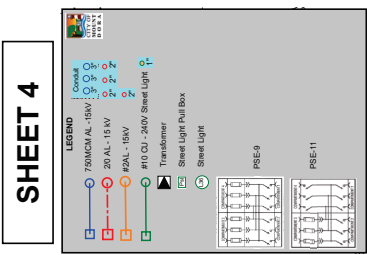
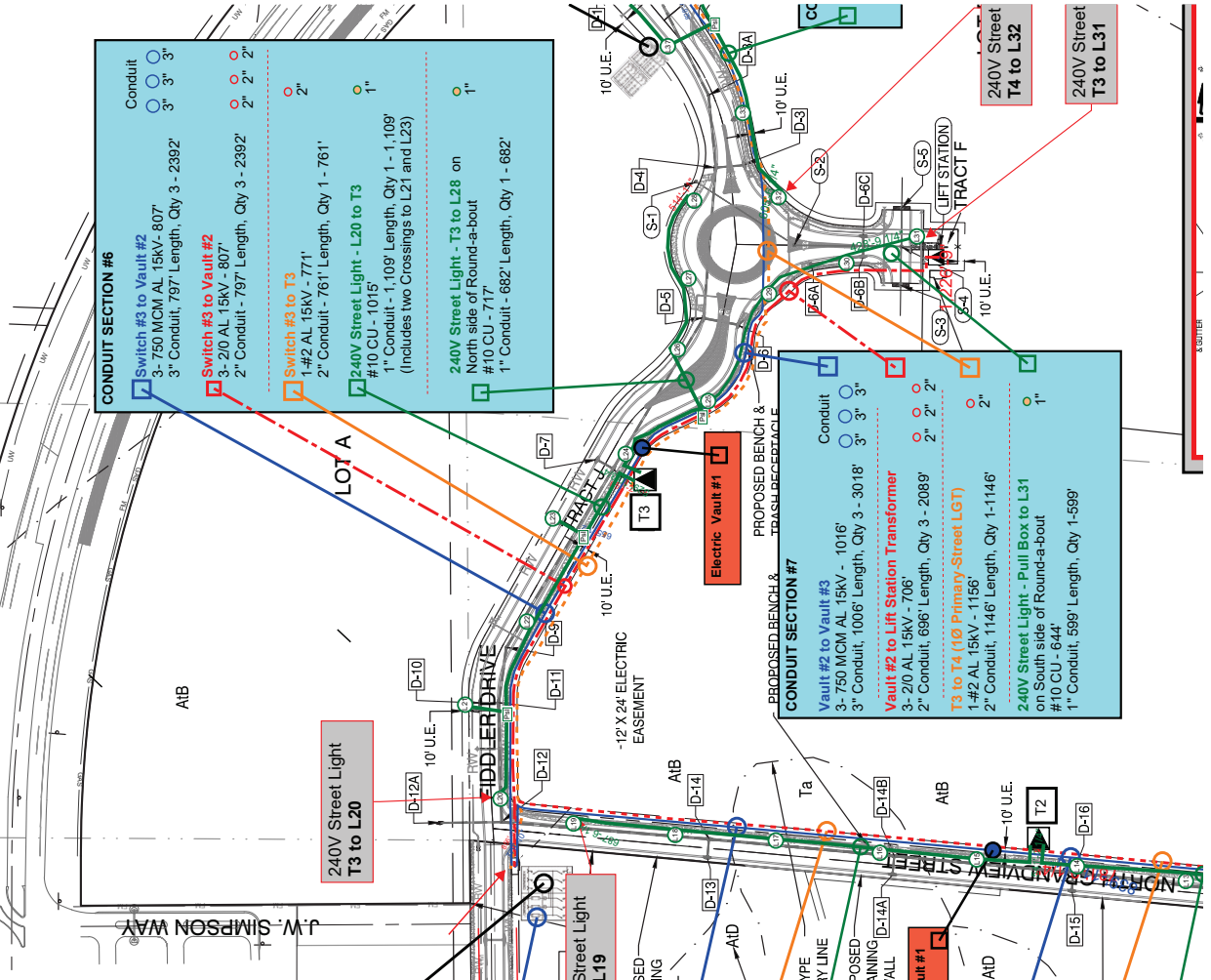
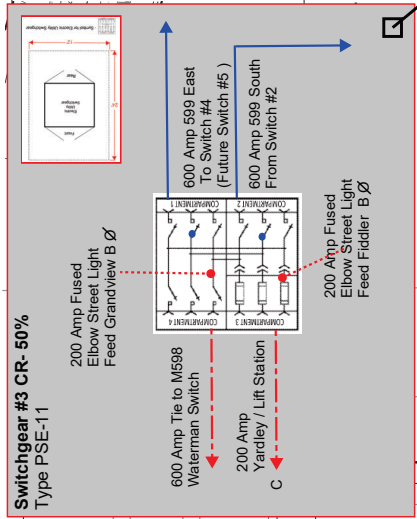
Approved - 4/10/2024

Final Approval - 4/10/2024

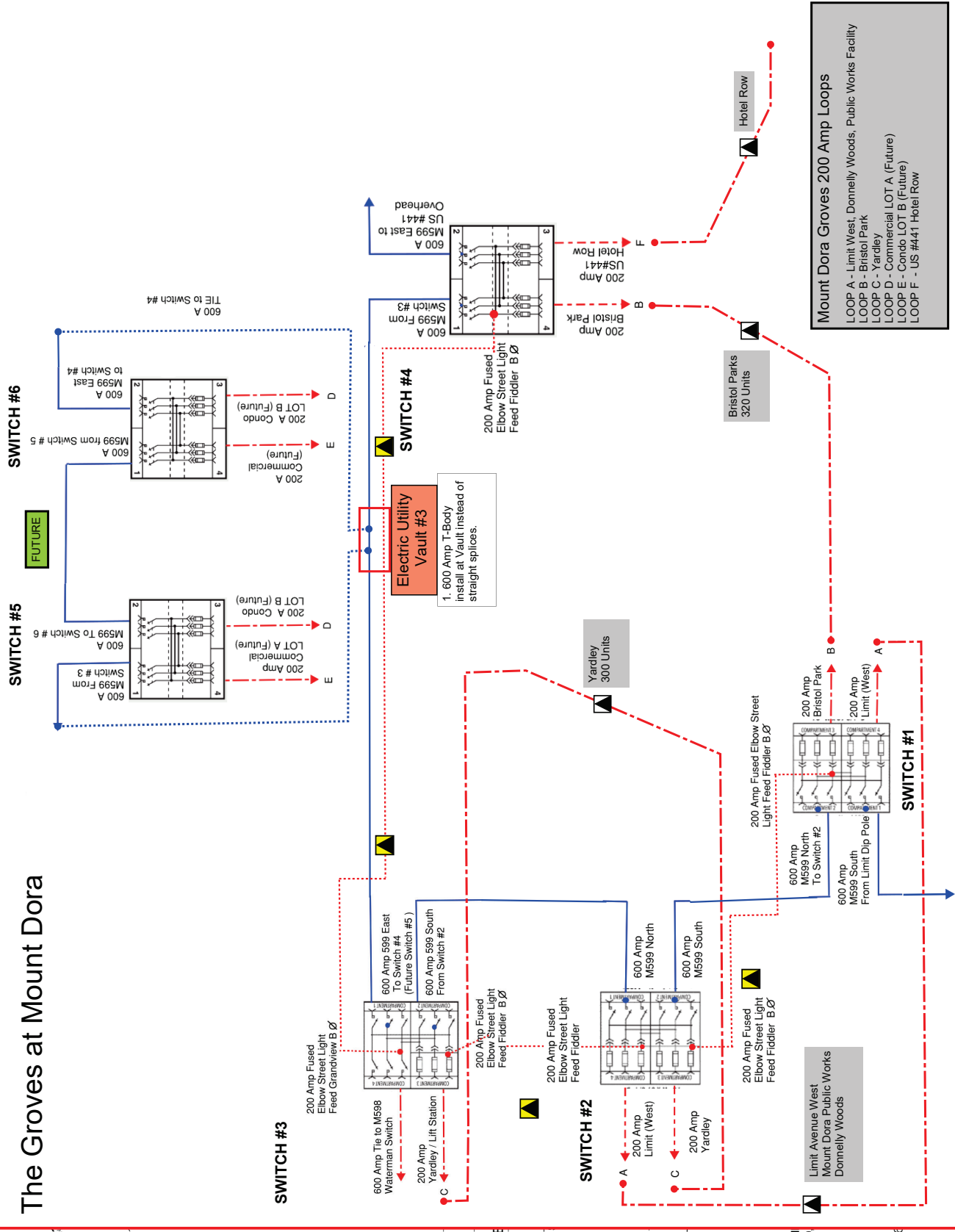


SHEET 3





The Groves at Mount Dora



MOUNT DORA GROVES PRIMARY CABLE ESTIMATE														
Cable Section	15kV Cable	Straight Line Distance	% Span Variance	Span Variance (Feet)	Total Span + Variance	Number of Overhead Risers	Sub Total	Number of Pad Risers	Sub Total	Number of Vault Splices	Sub Total	Total Spans + Risers	Phases 1 2 3	TOTAL
MAIN FEEDER														
Total	750	5,486	0.20	1,097	6,583	1	50	50	3	10	30	3	20,080	20,080
1	Limit Granbush to Fidler to Bristol Lakes	750	505	0.20	101	606	1	50	50	1	10	0	666	1,998
2	NORTH OH TERMINATION to SWITCH #1	750	837	0.20	167	1,004	0	50	0	2	10	0	1,024	3,073
3	SWITCH #2 to SWITCH #2	750	839	0.20	168	1,007	0	50	0	1	10	0	1,027	3,080
4	VAULT #1 to VAULT #1	750	779	0.20	156	935	0	50	0	1	10	0	955	2,864
5	SWITCH #3 to WATERMAN SWITCH	750	55	0.20	11	66	0	50	0	1	10	0	86	238
6	VAULT #3 to VAULT #2	750	656	0.20	131	787	0	50	0	1	10	0	80	242
7	SWITCH #2 to VAULT #1	750	746	0.20	148	894	0	50	0	1	10	0	146	2,422
8	VAULT #1 to VAULT #4	750	867	0.20	175	1,040	0	50	0	1	10	0	1,060	2,442
9	SWITCH #4 to SWITCH #4	750	867	0.20	175	1,040	0	50	0	1	10	0	1,060	3,181
Total 750MCM Cable														19,925
LIFT STATION RADIAL														
6	SWITCH 3 to VAULT 2	20	656	0.2	131	787	0	50	0	1	10	10	807	2,422
7	VAULT 2 to LIFT STATION TRANSFORMER	20	572	0.2	114	686	0	50	0	1	10	10	706	2,119
Total 20 AL Cable														4,541
STREET LIGHT LOOP														
2	SWITCH 1 to T1	#2	291	0.2	44	335	0	50	0	2	10	20	0	345
3	T1 to SWITCH 3	#2	775	0.2	116	891	0	50	0	2	10	20	0	911
4	T2 to SWITCH 3	#2	856	0.2	128	984	0	50	0	2	10	20	0	1,004
6	SWITCH 3 to T3	#2	653	0.2	98	751	0	50	0	2	10	20	0	771
7	T3 to T4	#2	988	0.2	148	1,136	0	50	0	2	10	20	0	1,156
9	T4 to SWITCH 4	#2	693	0.2	104	797	0	50	0	2	10	20	0	817
Total #2 AL Cable														5,014
600 V														
Cable Section	Cable Size	Straight Line Distance	% Span Variance	Span Variance (Feet)	Total Span + Variance	Number of Street Light Risers	Sub Total	Number of Pad Risers	Sub Total	Number of Pad Box	Sub Total	Total Spans + Risers	1	TOTAL
1	240V Street Light L1 to Pad Box	#12	100	0.20	20	120	1	30	30	0	10	10	160	160
1	240V Street Light L2 to T1	#10	704	0.20	141	845	5	30	150	0	10	10	1,005	1,005
2	240V Street Light T1 to L10	#10	466	0.20	93	559	4	30	120	0	10	0	679	679
3	240V Street Light L1 to T2	#10	535	0.20	107	642	4	30	120	0	10	0	762	762
4	240V Street Light T2 to L19	#10	687	0.20	137	824	5	30	150	0	10	0	974	974
6	240V Street Light L20 to T3 (includes Two Crossings to L21 & L23)	#10	729	0.20	146	875	4	30	120	0	2	20	1,015	1,015
6	240V T3 to L28	#10	514	0.20	103	617	3	30	90	0	1	10	717	717
7	240V Street Light Pad Box to L31	#10	428	0.20	86	514	4	30	120	0	1	10	644	644
8	240V Street Light - L32 to L38	#10	605	0.20	121	726	6	30	180	0	10	0	906	906
10	240V Street Light - Pad box to L38	#10	382	0.20	56	338	2	30	60	0	10	10	408	408
9	240V Street Light L4 to L45	#10	831	0.20	166	997	7	30	210	0	10	0	1,207	1,207
Total Length														8,477
Normal White														8,477
Hot Leg #1 (Black)														8,477
Hot Leg #1 (Red)														8,477
Ground Green														8,477

MOUNT DORA GROVES PRIMARY CONDUIT PROJECTION																		
Cable Section	Cable Size	Straight Line Distance	% Span Variance	Span Variance (Feet)	Total Span + Variance	Number of Overhead Risers	OH Riser	Sub Total	Number of Pad Risers	Sub Total of Vaults	Number of Vaults	Vault Spaces	Sub Total	Total Risers	Total Spans + Risers	Phase 3		
																1	2	3
15kV Cable																		
1	750	505	0.20	101	606	1	50	50	1	5	5	0	5	0	661	1,983	3	1,983
1	240V Street Light - L1 to Pull Box	#10	100	0.20	20	120	1	20	20	0	5	0	1	5	5	145	145	1*
1	240V Street Light L2 to T10	#10	704	0.20	141	845	5	20	100	0	5	0	1	5	5	950	950	1*
2	SWITCH #1 to SWITCH #2	750	837	0.20	167	1,004	0	50	0	2	5	10	0	5	0	1,014	3,043	3
2	SWITCH 1 to T1	#2	291	0.2	44	335	0	50	0	2	5	10	0	5	0	345	345	2*
2	240V Street Light T1 to L10	#10	466	0.20	93	559	4	20	80	0	5	0	0	5	0	639	639	1*
3	SWITCH #2 to VAULT #1	750	839	0.20	168	1,007	0	50	0	1	5	5	1	5	0	1,017	3,050	3
3	T1 to T2	#2	775	0.2	116	891	0	50	0	2	5	10	0	5	0	901	901	2*
3	240V Street Light L11 to T2	#10	535	0.20	107	642	4	20	80	0	5	0	0	5	0	722	722	1*
4	VAULT #1 to SWITCH #3	750	779	0.20	156	935	0	50	0	1	5	5	1	5	5	945	2,834	3*
4	T2 to SWITCH #3	#2	856	0.2	128	984	0	50	0	2	5	10	0	5	0	994	994	2*
4	240V Street Light T2 to L19	#10	687	0.20	137	824	5	20	100	0	5	0	0	5	0	924	924	1*
5	SWITCH #3 to WATERMAN SWITCH	750	55	0.20	11	66	0	50	0	1	5	5	1	5	5	76	228	3*
6	SWITCH #3 to VAULT #2	750	656	0.20	131	787	0	50	0	1	5	5	1	5	5	797	2,392	3*
6	SWITCH #3 to VAULT #2	20	656	0.2	131	787	0	50	0	1	5	5	1	5	5	797	2,392	3*
6	SWITCH #3 to T3	#2	653	0.2	98	751	0	50	0	2	5	10	0	5	0	761	761	2*
6	240V Street Light L20 to T3 (includes Two Crossings to L21 & L23)	#10	849	0.20	170	1,019	4	20	80	0	5	0	2	5	10	1,109	1,109	1*
6	240V T3 to L28	#10	514	0.20	103	617	3	20	60	0	5	0	1	5	5	682	682	1*
7	VAULT #2 to VAULT #3	750	830	0.20	166	996	0	50	0	1	5	5	1	5	5	1,006	3,018	3*
7	VAULT #2 to LIFT STATION TRANSFORMER	20	572	0.2	114	686	0	50	0	1	5	5	1	5	5	696	2,089	2*
7	T3 to T4	#2	988	0.2	148	1,136	0	50	0	2	5	10	0	5	0	1,146	1,146	2*
7	240V Street Light Pull Box to L31	#10	428	0.20	86	514	4	20	80	0	5	0	1	5	5	599	599	1*
8	240V Street Light - L32 to T4	#10	605	0.20	121	726	4	20	80	0	5	0	0	5	0	806	806	1*
9	VAULT #3 to SWITCH #4	750	867	0.20	173	1,040	0	50	0	1	5	5	1	5	5	1,050	3,151	3*
9	T4 to SWITCH #4	#2	693	0.2	104	797	0	50	0	2	5	10	0	5	0	807	807	2*
9	240V Street Light T4 to L45	#10	831	0.20	166	997	7	20	140	0	5	0	0	5	0	1,137	1,137	1*
10	240V Street Light - Pull box to L38	#10	282	0.20	56	338	2	20	40	0	5	0	1	5	5	383	383	1*
																Total Length	19,700	9,435
																	8,096	383

PROJECT COST ESTIMATE AND INVOICE

Project Name: Phase II - Mount Dora Groves South
Address: North Grandview Street



Page	Description
1	Summary of Project Expense
2	Invoice
3-4	Construction Estimate for Electric Utility Service
5	Roadway Street Lighting
6	Temporary Power Line Re-Location

Date 3/22/2024

Prepared By: Sterling Bagwell

Reviewed: Wayne Zimmerman

Rev10

SITE DEVELOPMENT UTILITY POWER: This project estimate provides new underground Electric Distribution facilities for development of the Phase II Mount Dora Groves. The estimate accommodates a Round-a-bout at Limit and Grandview, an electrical service at Tract F, Pump / Lift Station, 75kVA 277/480 secondary. The design will accommodate connection to the 320 units of the Yardley, seven commercial tracts of Lot A and the proposed 300 units in Lot B. Design estimates will be separately prepared for each of these developments. A detailed estimate is provide in pages 3-6, which including all materials, labor and contract services.

Materials	\$503,013.52	
Equipment	\$54,143.60	
Labor	\$102,530.40	
Contractor	\$299,509.00	
	Sub-Total	\$959,196.52

ROADWAY STREET LIGHTING: An additional three fixtures, were added for provision of the Round-a Bout. As mutually agreed upon costs for installation of street light conduit and cable has been added to the project construction estimate, page 3-4.

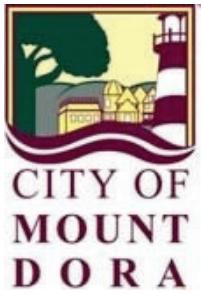
Materials	\$181,171.84	
Equipment	\$0.00	
Labor	\$5,988.00	
Contractor	\$0.00	
	Sub-Total	\$187,159.84

TEMPORARY LINE RELOCATION / CONSTRUCTION POWER: This cost estimate accommodates request to relocate an existing overhead power line, solely for temporary purpose, until the underground facilities are installed. This line-relocation does not accommodate any additional permanent service load and or connection. The developer shall clear land, survey and stake the location limits with a 10' width spaced at 100' interval over the limits for the new pole locations shown in Attachment 2 - (Work Zone). Clearing procedures shall remove all above ground obstructions and provide a flat construction surface for this work zone. This flat grade shall remain through-out the Electric Construction time-frame to relocate the poles and overhead power lines. Truck access to remove these structures shall also be provided upon completion of the underground facilities. The City will relinquish any Electric Utility easement not necessary for this overhead temporary line following removal. This estimate does not include provision for site construction power.

Materials	\$253.00	
Equipment	\$12,931.20	
Labor	\$13,128.60	
Contractor	\$0.00	
	Sub-Total	\$26,312.80

TOTAL PROJECT COSTS \$1,172,669.16

Notes: Invoice instruction is included on page (2).
Materials will not be ordered until payment received.
Material Lead times are up to 54 weeks.
Price subject to change after 90 days from the above date.



CITY OF MOUNT DORA

510 NORTH BAKER STREET
MOUNT DORA, FL 32757
PHONE: 352-735-7117
PHONE: 352-735-1406

INVOICE

Customer #: TM BTR OF FLORIDA
Invoice Number: 0000010851
Service Date: 03/25/2024
Invoice Date: 03/25/2024
Terms: NET 30
Due Date: 04/24/2024
Balance Due: **\$1172669.16**

TM BTR OF FLORIDA, LLC
CHAD O'BRIEN
2600 LAKE LUCIEN DR, SUITE 350
MAITLAND, FL 32751

NOTES: PROJECT NAME: PHASE II - MOUNT DORA GROVES SOUTH

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.000	SITE DEVELOPMENT POWER	959,196.52	\$959196.52
1.000	ROADWAY ST LIGHTING	187,159.84	\$187159.84
1.000	TEMP LINE RELOC/CONSTRUCT	26,312.80	\$26312.80

PLEASE MAKE CHECKS PAYABLE TO: CITY OF MOUNT DORA

Total Invoice: \$1172669.16

Credits Applied: \$0.00

Payments Applied: \$0.00

Invoice Balance: **\$1172669.16**

Please keep top portion for your records

Please detach bottom portion and return with payment

REMIT PAYMENT TO:
CITY OF MOUNT DORA
FINANCE DEPARTMENT
510 N.BAKER ST
MOUNT DORA, FL 32757

REMITTANCE

CUSTOMER:
TM BTR OF FLORIDA, LLC

Customer ID: TM BTR OF FLORIDA
Invoice Number: 0000010851
Service Date: 03/25/2024
Invoice Date: 03/25/2024
Terms: NET 30
Due Date: 04/24/2024
Balance Due: **\$1172669.16**

Make Checks Payable to: CITY OF MOUNT DORA



ELECTRIC UTILITY DEPARTMENT

Consttrtion Project Estimate - Electric Utiltiy Infrastruture



Project Name: Phase II - Mount Dora Groves South
Address : US 441 and Grandview Street Mount Dora FL 32757

Date: 2/29/2024

Prepared By: Sterling Bagwell

MATERIALS	Stock Number	Qty	Unit Cost	Sub-Total
CABLE: ALUM 750 KCM 1C 15KV TRXL	280-080-00016	19,925	\$14.70	\$292,897.50
CABLE: #2 PRIMARY 15KV EPR 220 MIL	280-080-00002	5,014	\$4.25	\$21,309.50
CABLE: 2/0 PRIMARY 15KV 220 MIL	280-080-00015	4,541	\$4.76	\$21,615.16
PME-9 SWITCH, PADMOUNT, 15KV, 600A/200A SW#1-50%	285-067-00004	0.50	\$31,280.00	\$15,640.00
PME-9 SWITCH, PADMOUNT, 15KV, 600A/200A SW#2-50%	285-067-00004	0.50	\$31,280.00	\$15,640.00
ENCLOSURE: PULL BOX - CONCRETE 4878 X 8 (VAULT)	285-009-00007	3	\$8,835.79	\$26,507.37
PME-11 SWITCH, PADMOUNT, 15KV, 600A/200A, SW#3-50%	TBD - New Item	0.50	\$34,719.37	\$17,359.69
PME-9 SWITCH, PADMOUNT, 15KV, 600A/200A, SW#4-50%	285-067-00004	0.50	\$31,280.00	\$15,640.00
600 AMP VAULT STRETCHER KITS	TBD	6	\$350.00	\$2,100.00
600 AMP CONNECTING PLUG	TBD	3	\$80.00	\$240.00
T-BODY KIT DEAD BREAK 600A 750 AL/CU	285-091-00016	33	\$319.83	\$10,554.39
600 AMP 750 OH TERM	285-091-00003	3	\$218.71	\$656.13
600 AMP 750 SHEAR BOLT CONNECTORS	285-110-00067	3	\$159.86	\$479.58
TRX: PAD- 25 KVA 1-PH [120/240]	285-084-00003	4	\$3,620.00	\$14,480.00
75 KVA 3 PHASE TRANSFORMER (277/480V)	285-084-00044	1	\$14,152.85	\$14,152.85
HEAT-SHRINK TUBING: 85 X 2 [10 PER CASE]	285-091-00012	66	\$45.91	\$3,030.06
SWITCH PAD, LARGE FOR SWITCHGEAR	285-067-00007	4	\$995.31	\$3,981.24
CONCRETE BOX FOR SWITCHGEAR	285-067-00005	4	\$2,392.75	\$9,571.00
SWITCHGEAR INSULATING CAP, 15KV 200 AMP	285-091-00019	33	\$58.76	\$1,939.08
CAP, PROTECTIVE: 15KV 200AMP	285-091-00010	36	\$32.25	\$1,161.00
SWITCHGEAR BUSHING INSERT 15KV 200AMP	285-091-00018	36	\$57.33	\$2,063.88
STANDOFF/PARKING BUSHING: 15KV 200AMP	285-091-00011	36	\$58.70	\$2,113.20
TRX PAD: 1-PHASE	285-095-00018	4	\$264.08	\$1,056.32
BUSHING INSERT, 15KV LOADBREAK 200AMP	285-091-00020	33	\$35.35	\$1,166.55
200 AMP 2/0 STRAIGHT SLPICES	285-073-00011	6	\$34.72	\$208.32
LOADBREAK ELBOW:15KV 200 AMP #2	285-091-00001	8	\$40.95	\$327.60
LOADBREAK ELBOW:15KV 200 AMP 2/0	285-091-00014	6	\$39.89	\$239.34
LOADBEAK FUSED ELBOW	285-091-00015	4	\$441.00	\$1,764.00
CABLE INSULATOR, SELF LOCKING STEP	285-009-00011	12	\$4.47	\$53.64
CONCRETEPAD THREE PHASE	285-095-00021	1	\$695.00	\$695.00
LUBRICANT: WIRE PULLING	285-095-00007	5	\$50.35	\$251.75
CONNECTOR: TRX STUD - 5/8" 6-COND 500MCM	285-092-00008	12	\$21.97	\$263.64
STEP CABLE T-TYPE 15 INCH	285-009-00010	12	\$15.49	\$185.88
RACK, WALL FOR PULL BOXES CABLE	285-009-00008	12	\$7.40	\$88.80
FAULT INDICATOR: 15KV GROUND	285-091-00009	20	\$105.05	\$2,101.00
WIRE: #2 STRANDED THHN COPPER	280-024-00002	90	\$1.69	\$152.10
45' CONCRETE CLASS III	725-044-00009	2	\$1,327.95	\$2,655.90
45' CONCRETE CLASS III	725-044-00009	-1	\$1,327.95	(\$1,327.95)
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
			TOTAL MATERIALS	\$503,013.52

EQUIPMENT	Qty	Hours	Rate	Sub-Total
Pick-up Truck - F250	0	0	\$22.64	\$0.00
Flatbed Truck - F350	1	190	\$25.46	\$4,837.40
Bucket Truck - Large	2	280	\$74.72	\$41,843.20
Bucket Truck - Small	0	0	\$51.99	\$0.00
Line Truck/Digger Derrick	1	85.0	\$87.80	\$7,463.00
Trencher	0	0.0	\$29.53	\$0.00
Trencher - Mini	0	0.0	\$16.91	\$0.00
Excavator	0	0.0	\$36.06	\$0.00
Air Compressor	0	0.0	\$20.98	\$0.00

ELECTRIC UTILITY DEPARTMENT
Consttrtion Project Estimate - Electric Uiltiy Infrastruture



Project Name: Phase II - Mount Dora Groves South
Address : US 441 and Grandview Street Mount Dora FL 32757

Date: 2/29/2024

Prepared By: Sterling Bagwell

MATERIALS	Stock Number	Qty	Unit Cost	Sub-Total
TOTAL EQUIPMENT				\$54,143.60

LABOR	Qty	Hours	Hours (Overtime)	Rate	Sub-Total
Line Crew Supervisor	1	140.0	0.0	\$81.09	\$11,352.60
Lead Line Technician	1	140.0	0.0	\$74.85	\$10,479.00
Line Technician	3	280.0	0.0	\$71.33	\$59,917.20
Electric Technician	0	0.0	0.0	\$73.32	\$0.00
Line Apprentice 1st Class	0	0.0	0.0	NA	NA
Line Apprentice 2nd Class	0	0.0	0.0	\$39.69	\$0.00
Line Apprentice 3rd Class	2	280.0	0.0	\$37.11	\$20,781.60
Electric Helper	0	0.0	0.0	\$29.67	\$0.00
TOTAL LABOR					\$102,530.40

CITY SUB-CONTRACTOR	Not to Exceed Cost
Underground Conduit + Installation	\$299,509.00
TOTAL SUB-CONTRACTOR	\$299,509.00

NOTE: Price subject to change after 90 days from the above date

TOTAL PROJECT ESTIMATE \$959,196.52

ELECTRIC UTILITY DEPARTMENT

Project Estimate - Street Lights



Project Name: Phase II - Mount Dora Groves South
Address : US 441 and Grandview Street Mount Dora FL 32757

Date: 2/29/2024
Prepared By: Sterling Bagwell

MATERIALS	Stock Number	Qty	Unit Cost	Sub-Total
LUMINAIRE AND 14' LAMP POST - ANTIQUE	725-044-00021	42	\$3,273.41	\$137,483.22
LUMINAIRE AND 14' LAMP POST - ANTIQUE	TBD	3	\$3,273.41	\$9,820.23
BASE, CONCRETE, LOCAL DISTRIBUTOR	725-044-00020	45	\$499.00	\$22,455.00
WIRE: #10 STRANDED THHN COPPER- WHITE	280-024-00009	8477	\$0.23	\$1,932.76
WIRE: #10 STRANDED THHN COPPER- BLACK	280-024-00010	8477	\$0.23	\$1,932.76
WIRE: #10 STRANDED THHN COPPER- RED	280-024-00013	8477	\$0.23	\$1,975.14
WIRE: #10 STRANDED THHN COPPER- GREEN	280-024-00012	8477	\$0.23	\$1,932.76
POLE: CONCRETE - 8FT TYPE I	725-044-00014	4	\$450.00	\$1,800.00
PEDESTAL: SECONDARY SMALL CONVERTIBLE	285-009-00006	5	\$204.50	\$1,022.50
SERVICE PANEL - 125 AMP URD COMPACT	LOCAL-DIST	4	\$119.00	\$476.00
SQUARE D 1 PHASE PANEL SURE PROTECTION DEVICE	LOCAL-DIST	4	\$65.99	\$263.96
20 AMP SINGLE POLE BREAKERS	LOCAL-DIST	12	\$6.46	\$77.52
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
TOTAL MATERIALS				\$181,171.84

EQUIPMENT	Qty	Hours	Rate	Sub-Total
Pick-up Truck - F250	0	0.0	\$22.64	\$0.00
Flatbed Truck - F350	0	0.0	\$25.46	\$0.00
Bucket Truck - Large	0	0.0	\$74.72	\$0.00
Bucket Truck - Small	0	0.0	\$51.99	\$0.00
Line Truck/Digger Derrick	0	0.0	\$87.80	\$0.00
Trencher	0	0.0	\$29.53	\$0.00
Trencher - Mini	0	0.0	\$16.91	\$0.00
Excavator	0	0.0	\$36.06	\$0.00
Air Compressor	0	0.0	\$20.98	\$0.00
TOTAL EQUIPMENT				\$0.00

LABOR	Qty	Hours	Hours (Overtime)	Rate	Sub-Total
Line Crew Supervisor	0	0.0	0.0	\$81.09	\$0.00
Lead Line Technician	2	40.0	0.0	\$74.85	\$5,988.00
Line Technician	0	0.0	0.0	\$71.33	\$0.00
Electric Technician	0	0.0	0.0	\$73.32	\$0.00
Line Apprentice 1st Class	0	0.0	0.0	NA	NA
Line Apprentice 2nd Class	0	0.0	0.0	\$39.69	\$0.00
Line Apprentice 3rd Class	0	0.0	0.0	\$37.11	\$0.00
Electric Helper	0	0.0	0.0	\$29.67	\$0.00
TOTAL LABOR					\$5,988.00

CITY SUB-CONTRACTOR			Not to Exceed Cost
Underground Conduit + Installation			\$0.00
Included in Construction Estimate		TOTAL SUB-CONTRACTOR	\$0.00

NOTE: Price subject to change after 90 days from the above date

TOTAL PROJECT ESTIMATE \$187,159.84

CITY OF
MOUNT
DORA

Date: 3/21/2024

LABOR	Qty	Hours	Hours (Overtime)	Rate	Sub-Total
Line Crew Supervisor	0	0.0	0.0	\$81.09	\$0.00
Lead Line Technician	1	20.0	0.0	\$74.85	\$1,497.00
Line Technician	3	40.0	0.0	\$71.33	\$8,559.60
Electric Technician	0	0.0	0.0	\$73.32	\$0.00
Line Apprentice 1st Class	0	0.0	0.0	NA	NA
Line Apprentice 2nd Class	1	40.0	0.0	\$39.69	\$1,587.60
Line Apprentice 3rd Class	1	40.0	0.0	\$37.11	\$1,484.40
Electric Helper	0	0.0	0.0	\$29.67	\$0.00
			TOTAL LABOR		
			\$13,128.60		

TOTAL PROJECT ESTIMATE	\$26,312.80
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510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: April 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Authorization for the Mayor to Sign the Award Agreement for the Edward Byrne Memorial Justice Assistance Grant (JAG) for the procurement of practice pistols for law enforcement officers.

Introduction:

This is a request for City Council to authorize the Mayor to sign the grant award agreement for the Edward Byrne Memorial Justice Assistance Grant (JAG) for the procurement of practice pistols for law enforcement officers.

Discussion:

Edward Byrne Memorial Justice Assistance Grant Summary:

The Mount Dora Police Department has applied for and received a grant that requires no matching funds from the City. The grant has been awarded, and the City is ready to purchase the submitted items. The award amount is \$5,290.00 and will be used to purchase practice pistols for law enforcement officers. The last step is to authorize the Mayor to sign the Award Agreement.

Budget Impact:

The grant has been budgeted as part of Fiscal Year 2023-2024. The grant will not require matching funds from the City.

Strategic Impact:

Fiscal Sustainability

Recommendation:

City Council authorize the Mayor to sign all Edward Byrne Memorial Justice Assistant Grant documents.

Attachment(s):

1. R7150 Federal Award - Agreement

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Aneta Barton, Budget Director
City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, Acting City Manager

Approved - 4/2/2024

Approved - 4/10/2024

Approved - 4/10/2024

Final Approval - 4/10/2024

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308

AWARD AGREEMENT

Recipient: City of Mount Dora

Recipient SAM UEI: KRYJPNM9B9M7

Award Number: R7150

Award Period: 10/01/2023 – 09/30/2024

Award Title: C-R7150: PRACTICE PISTOLS

Federal Funds: \$5,290.00

Matching Funds: \$0.00

Total Funds: \$5,290.00

CFDA: 16.738

Federal Award Number: 15PBJA-22-GG-00656-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as “FDLE” or “Department”) and the City of Mount Dora (herein referred to as “Recipient”);

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: R7150
Award Title: C-R7150: PRACTICE PISTOLS
Award Period: 10/01/2023 – 09/30/2024

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient City of Mount Dora

Signature: _____

Typed Name and Title: Crissy Stile, Mayor

Date: _____

***** If using a designee, sign in the “Chief Official Designee” section below. *****

Chief Official Designee (optional) City of Mount Dora

Signature: _____

Typed Name and Title: _____

Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number:	R7150
Recipient:	City of Mount Dora
Award Title:	C-R7150: PRACTICE PISTOLS
Award Period:	10/01/2023 - 09/30/2024

Problem Identification

In the qualification and training of law enforcement officers, firearm training is one of the most important aspects due to the public's expectation of protection and the potential liability involved in unjustified uses of force. Mount Dora Police Department currently utilizes traditional live fire training to address basic pistol handling. Through the use of the practice pistols, all basic pistol-handling steps will be exercised, including trigger squeeze, sight alignment, and reload techniques. These training tools are engineered to function similarly to live pistols, however, they enable safe dry-fire platforms.

Scope of Work

The City of Mount Dora Police Department will use this funding to procure practice pistols for their law enforcement officers to implement into their required training. This will allow our officers to train with firearms without placing them in potentially dangerous scenarios.

Appendix B - Deliverables

Award Number: R7150
Recipient: City of Mount Dora
Award Title: C-R7150: PRACTICE PISTOLS
Award Period: 10/01/2023 - 09/30/2024

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure practice pistols for law enforcement officers.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$5,290.00

Appendix C - Approved Budget

Award Number:	R7150		
Recipient:	City of Mount Dora		
Award Title:	C-R7150: PRACTICE PISTOLS		
Award Period:	10/01/2023-09/30/2024		
Award Amount:	\$5,290.00	\$0.00	\$5,290.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment				
Item Name	Description	Grant Funded	Match	Total
Practice Pistols	10 Practice Pistols @ \$529 each = \$5,290	\$5,290.00	\$0.00	\$5,290.00
D. Equipment Subtotal:				\$5,290.00

Appendix D: Award Contacts

Award Number: R7150
Recipient: City of Mount Dora
Award Title: C-R7150: PRACTICE PISTOLS
Award Period: 10/01/2023 - 09/30/2024

Recipient Grant Manager (GM)

Name: Jack Andreano
Title: Corporal
Address: 1300 N Donnelly Street
Mount Dora, FL 32757
Phone: 352-250-0959
Email: Andreanoj@cityofmounddora.com

Recipient Chief Official (CO)

Name: Crissy Stile
Title: Mayor
Address: 510 N Baker Street
Mount Dora, FL 32757
Phone: 352-408-4693
Email: Stilec@cityofmounddora.com

Recipient Chief Financial Officer (CFO)

Name: Rita Meade
Title: Interim Finance Director
Address: 510 N Baker Street
Mount Dora, FL
Phone: 352-735-7118
Email: Meader@cityofmounddora.com

Appendix E: Special Conditions

Award Number: R7150
Recipient: City of Mount Dora
Award Title: C-R7150: PRACTICE PISTOLS
Award Period: 10/01/2023 - 09/30/2024

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0001 During application review, it was noted the recipient's SAM.gov registration will expire on 2/28/2024. In order to prevent delays in payment, the recipient should renew their registration in SAM.gov prior to the expiration date.
- S0002 The recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All award procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0003 A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
- W0004 WITHHOLDING OF FUNDS: The project period for this award starts 10/01/2023. Prior to the drawdown of funds, the Recipient must submit all required quarterly performance reports due since the start date of the award period.

Appendix F – FY2022 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2021 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/

2 C.F.R. §175.15(b), Award Term for Trafficking in Persons

28 C.F.R. §38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement

Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf> and

<http://dos.myflorida.com/media/698314/g2-sl-2017-final.pdf>

State of Florida Statutes

Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons

Chapter 119, F.S., Public Records

Section 215.34(2), F.S., State funds; non-collectible items; procedure

Section 215.97, F.S. Florida Single Audit Act

Section 215.971, F.S., Agreements funded with federal or state assistance

Section 215.985, F.S., Transparency in government spending

Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal

purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to

match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project – If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal

or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay-to-Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 The Coastal Barrier Resources Act - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.

12.0 Confidentiality of Data - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

13.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State

of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

- 14.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 15.0 Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 16.0 General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 17.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act (“INA”). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 18.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:
- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
 - 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.
- 19.0 Personally Identifiable Information Breaches** – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent “breach” (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” within the scope of an OJP award-funded program or activity, or 2) uses or operates a “federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to FDLE’s Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.
- Equal Employment Opportunity Certification (EEOC)** – The recipient must submit an EEO Certification annually within 120 days of award.
- Equal Employment Opportunity Program (EEOP)** – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.
- Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).
- 3.0 Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, “Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance.”
- 4.0 Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, “Partnerships with Faith-Based and other

Neighborhood Organizations”, specifically including the provision for written notice to current or prospective program beneficiaries.

- 5.0 Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.
- 6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.
- 7.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 10.0 Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/Grants/Contacts>.

- 11.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 13.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 14.0 Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part [Civil Rights Training](#) and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period

end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** – Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Assessments and Evaluations** – The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outline by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

- 3.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

- 4.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.
- 5.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 6.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 7.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.
- 8.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf>.
- 9.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.
- 10.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 11.0 Single Annual Audit** - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified ass Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement “contract”, and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”, and 2 CFR Subpart E, “Cost Principles”.
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Unmanned Aircraft Systems (UAS)** – The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
- 6.0 Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
- 7.0 Body Armor** - Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.
- 8.0 Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 9.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 10.0 Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and

fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 Contractual Services - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

12.0 FFATA Reporting Requirements - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.

13.0 Travel and Training - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

15.0 Training and Training Materials – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Websites - Any website funded in whole or in part under this award must include the same statement above on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service. The full text of the statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period.

This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 19.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

- 20.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

- 21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

- 22.0 Unreasonable Restrictions on Competition** - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

25.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

26.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

27.0 For PREA: PREA Audits - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA) - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient

agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA

Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

- 11.0 Forensic Genealogy Testing** – Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit <https://www.justice.gov/olp/page/file/1204386/download>.
- 12.0 Environmental Requirements and Energy** - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.
- 13.0 Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.
- 14.0 Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as “employees” of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
- 15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

- 16.0 Employment Eligibility Verification for Hiring Under This Award** – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
 - 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
 - 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
 - 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
 - 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
 - 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 Safe Policing and Law Enforcement – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

20.0 For JAG: Extreme Risk Protection Programs – Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

21.0 For RSAT: Opioid Abuse and Reduction - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

- 22.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 24.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:
- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
 - 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
 - 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.



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

DATE: April 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Approval of Task Authorization with Cathcart Construction Company Florida, LLC for Construction of Hilltop Drive Stormwater Drainage Improvements

Introduction:

This is a request for Council to approve a task authorization with Cathcart Construction Company Florida, LLC for construction of certain drainage improvements on Hilltop Drive.

Discussion:

This project is to correct a longstanding drainage problem related to the stormwater outfall pipe that runs along the lot line between 1554 and 1604 Hilltop Drive. Engineering investigation determined that the existing 18-inch diameter pipe needs to be increased in size to a 30-inch diameter pipe in order to meet current stormwater design standards.

The work will include four new drainage inlets in Hilltop Drive to effectively collect stormwater runoff into the pipe to utilize the improved pipe capacity. The property owner at 1554 Hilltop Drive granted the City additional drainage easement area in order to accommodate the new pipe.

This project is a recipient of a Florida Legislative grant in the amount of \$207,671.00.

Budget Impact:

This project cost amount is \$695,712.00 which is below the budget amount available under GL#445-5555-580.63-01-SW2114.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

Request that Council approve the task authorization with Cathcart Construction Company Florida, LLC for construction of certain drainage improvements on Hilltop Drive.

Attachment(s):

1. Attachment #1 Reso No. 2019-83 Agreement with Cathcart Under Two Million
2. Attachment #2 Signed Amendment 1 Cathcart Construction Company - Florida LLC
Public Works projects under two million dollars.DOC062323-062 (002)
3. TA.Hilltop.ccc-FLsignedHS

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 - 4/2/2024

Approved - 4/9/2024

Approved - 4/9/2024

Final Approval - 4/9/2024

ATTACHMENT #1

RESOLUTION NO. 2019-83

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THAT AGREEMENT WITH CATHCART CONSTRUCTION COMPANY – FLORIDA LLC FOR CONSTRUCTION SERVICES FOR PUBLIC WORKS PROJECTS UNDER TWO MILLION DOLLARS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT; 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 the City's Purchasing Policy and ITB-18-PW-021, the CITY has competitively solicited for the continuing services of a contractor to complete Public Works related construction projects under Two Million Dollars; and

WHEREAS, during the selection process, Cathcart Construction Company – Florida LLC, submitted the lowest, responsive bid to perform the services contemplated by ITB-18-PW-021; and,

WHEREAS, the City has negotiated an Agreement with Cathcart Construction Company – Florida LLC, which is in the best interest of 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. Approval of Agreement. The Agreement with Cathcart Construction Company – Florida LLC, attached hereto as **Exhibit "A"** is hereby approved. The Mayor to authorized to execute the Agreement on behalf of the City.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the ITB-18-PW-021 and the Agreement with Cathcart Construction Company – Florida LLC, as

Resolution No. 2019-83

1 of 3

ATTACHMENT #1

well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

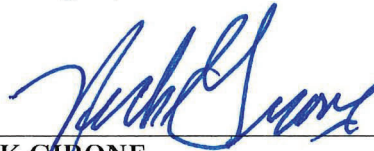
SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

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

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

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

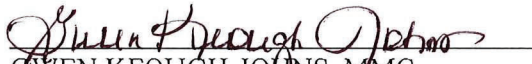
PASSED AND ADOPTED this 6th day of August, 2019.



NICK GIRONE

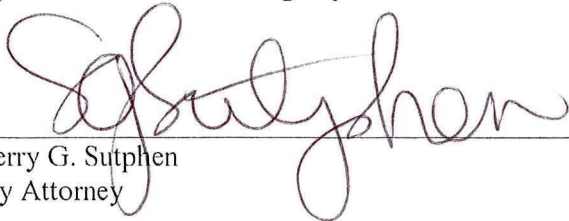
MAYOR of the City of Mount Dora, Florida

ATTEST:



GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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



Sherry G. Sutphen
City Attorney

ATTACHMENT #1

EXHIBIT "A"

Agreement with Cathcart Construction Company – Florida LLC
Construction Services for Public Works Projects under 2 Million Dollars

Resolution No. 2019-83
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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 Cathcart Construction Company – Florida LLC, 2564 Connection Point, Oviedo, Florida 32765, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has competitively solicited for a continuing services contractor, for emergency Public Works projects under Two Million Dollars, pursuant to the CITY's Purchasing Policy and ITB-18-PW-020; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the CITY related to the continuing services set forth in ITB-18-PW-020; and,

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

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

SECTION 1. RECITALS.

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

SECTION 2. TERM.

- A. The term of this Agreement shall extend from the date of execution by the CITY for a period of two (2) years, and may be extended when in the best interest of the CITY, for up to three additional terms of one (1) year, so long as any such extension is agreed to in writing, executed by both parties prior to the expiration of the current term.
- B. A Task Authorization may be issued at any time during the Term of this Agreement so long as the same is accepted by the CONTRACTOR before the expiration of this Agreement or any extensions hereof. In the event that a Task Authorization is accepted prior to the expiration of the Term hereof, the

ATTACHMENT #1

CONTRACTOR shall be bound by all of the terms and conditions set forth herein until all work is completed.

SECTION 3. SCOPE OF SERVICES.

- A. As assigned by the CITY from time to time through Task Authorization, in the form attached hereto as **Exhibit A**, the CONTRACTOR shall be responsible for performing emergency construction services for minor CITY projects, including but not limited to roadway work, sidewalk construction, slope stabilization, demolition and repair, replacement, restoration, stabilization, site management and/or necessary expansion of CITY facilities and infrastructure, wherein the total cost of the project does not exceed Two Million Dollars.
- B. The CITY shall issue a Task Authorization to the CONTRACTOR for each separate project the CONTRACTOR has been selected to undertake. Once the Task Authorization has been executed by the CONTRACTOR, the project will be considered accepted and the work may begin.

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 warranted services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder. This provision shall survive the natural expiration or termination of this Agreement.

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

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

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the CITY.

ATTACHMENT #1

- B. The CONTRACTOR 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 or a Task Authorization issued in accordance herewith.
- C. 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.
- D. The CONTRACTOR shall provide administrative, management, supervision and related services as required to coordinate work of any subcontractors with each other to complete each project in accordance with the Task Authorization and this Agreement.
- E. The CONTRACTOR shall provide sufficient organization, personnel, management and supervision to carry out the requirements of all assigned projects.
- F. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in a Task Authorization issued in accordance herewith.
- G. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within Lake County and 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.
- H. The CONTRACTOR shall review, as applicable, all drawings, specifications, F.D.O.T. Design Standards, F.D.O.T. Standard Specifications for Road and Bridge Construction, details for all projects assigned and any and all modifications issued subsequent thereto and immediately bring discrepancies, errors and omissions to the attention of the CITY project manager
- I. The CONTRACTOR shall maintain accounting records for all authorized work.
- J. The CONTRACTOR shall provide a safety program prior to construction start for each project subject to the CITY review and coordinate the subcontractor's participation in the safety program.

ATTACHMENT #1

- K. The CONTRACTOR shall consult with the CITY project manager for interpretations of the meaning and intent of any drawings, specifications and/or details. No claim for delay shall be allowed on the basis of uncertainty over contract terms or meanings so long as more definite interpretations of the documents are furnished with reasonable promptness after written request is made of them.
- L. To the extent required, product samples will be provided by the CONTRACTOR to the CITY project manager for approval.
- M. The CONTRACTOR shall maintain at a project site at least one record copy of all drawings, specifications, addenda, change orders and all other modifications, in good order and marked currently to record all changes made during construction, and approved product data and samples. These shall all be available to the CITY project manager at all times during the project and upon completion, all documents, product data and samples shall be delivered to the CITY.
- N. Any work to be performed under this Agreement shall commence with the fully executed Task Authorization submitted to the CONTRACTOR and, subject to authorized adjustments, substantial completion of each project shall be achieved by the time specified in the Task Authorization.
- O. If the CONTRACTOR is delayed at any time in the progress of a project by any act or neglect of the CITY, by changes ordered by the CITY, by labor disputes not caused by the CONTRACTOR or beyond the control of the CONTRACTOR, by fire, by unusual delay in transportation, by adverse weather conditions not reasonably anticipatable, by unavoidable casualties, by unforeseen soil, subsurface or other such conditions, by delay authorized by the CITY or by any other cause not the fault of the CONTRACTOR which the CITY determines may justify the delay, then the completion time shall be extended by change order for a reasonable time. Notwithstanding any other provision to the contrary, an extension of time shall be the sole and exclusive remedy for damages due to delay, including by way of illustration and not limitation, loss of profits, loss of use, home office overhead expenses, equipment rental and to all other claims including delays attributable to breach of contract or tort.
- P. Any claim, for extension of time shall be made in writing to the CITY not more than ten (10) days after the occurrence of the event giving rise to the commencement of the delay; otherwise it shall be waived. In the case of a continuing delay only one claim is necessary. The CONTRACTOR shall provide an estimate of the probable effect of such delay on the progress of the project.

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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 each Task Authorization for services rendered shall under no circumstances exceed Two Million Dollars and shall be in accordance with the pricing schedule set forth in **Exhibit "B"** attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

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

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SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the CITY, and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 10. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
 - 1. AUTOMOBILE:
 - a. Combined Single Limit: \$300,000 per accident,
 - OR**
 - b. Bodily Injury: \$300,000 per person,
 - AND**
 - Property Damage: \$100,000 per accident;
 - 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 - 3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
 - 4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
 - 5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

ATTACHMENT #1

- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the CITY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. List the "CITY OF MOUNT DORA" as a Certificate Holder,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- D. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

SECTION 11. CITY OBLIGATIONS.

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

SECTION 12. ENTIRE AGREEMENT.

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

ATTACHMENT #1

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:

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

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

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

ATTACHMENT #1

public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

SECTION 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

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

SECTION 17. COMPLIANCE WITH ALL LAWS.

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

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation

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services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the CITY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

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

SECTION 21. ASSIGNMENT.

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

SECTION 22. SEVERABILITY.

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

SECTION 23. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained,

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shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY: City of Mount Dora
 Attention: City Manager
 510 N. Baker Street
 Mount Dora, Florida 32756

CONTRACTOR: Cathcart Construction Company – Florida LLC,
 2564 Connection Point
 Oviedo, Florida 32765

SECTION 25. MODIFICATION.

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

SECTION 26. HEADINGS.

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

SECTION 27. ADMINISTRATIVE PROVISIONS.

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and

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all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

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

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,

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

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

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 16 day of July, 2019.

CONTRACTOR

By: _____

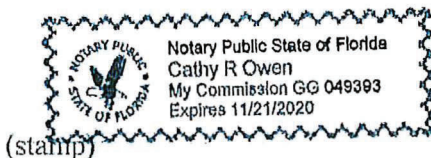
Print: Matt T. Blanton, President

Title: Matt T. Blanton, President

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was executed before me this 16th day of JULY, 2019 by MATT BLANTON, as PRESIDENT of Cathcart Construction Company – Florida 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 has produced _____ as identification.



Cathy R. Owen
NOTARY PUBLIC, State of Florida

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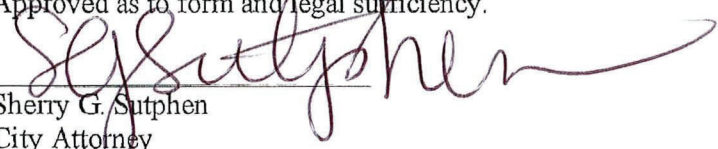
CITY OF MOUNT DORA


NICK GIRONI
MAYOR of the City of Mount Dora, Florida

ATTEST:


GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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


Sherry G. Sutphen
City Attorney

ATTACHMENT #1

Exhibit "A" EMERGENCY TASK AUTHORIZATION FORM

ATTACHMENT #1

CITY OF MOUNT DORA EMERGENCY TASK AUTHORIZATION FORM

In accordance with the terms and conditions of the Agreement between _____ (Contractor) and the City of Mount Dora, dated _____, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

City Project Manager:	
Date:	Number:
Contractor:	
Consultant Project Manager:	

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	
Recommended By:	
Print: _____	Date: _____
Signature: _____	
Reviewed By:	
Print: _____	Date: _____
Signature: _____	
Reviewed By:	
Print: _____	Date: _____
Signature: _____	
CONTRACTOR ACCEPTANCE	
Print Name:	Print Name:
Signature:	Signature:
Date:	Date:

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Exhibit "B" **PRICING SCHEDULE**

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Exhibit "B"

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
101-1	Mobilization (Percentage of Project Bid Price Subtotal, Excluding Mobilization, Maintenance of Traffic, Prevention Control and Abatement of Erosion & Water Pollution, Clearing & Grubbing, Regular Excavation, and Maintenance of By-Pass Flow Pay Items. See "Notes 1 & 2 Below")	LS	0	No Bid Item	
102-1	Maintenance of Traffic (Percentage of Project Bid Price Subtotal, Excluding Mobilization, Maintenance of Traffic, Prevention Control and Abatement of Erosion & Water Pollution, Clearing & Grubbing, Regular Excavation, and Maintenance of By-Pass Flow Pay Items. See "Notes 1 & 2 Below.")	LS	0	No Bid Item	
102-3	Commercial Material for Driveway Maintenance	CY	20	60	1,200
102-14	Traffic Control Officer	MF	40	50	2,000
102-22	Maintenance of Traffic- Temporary Bridge Closure (Both Ends of Bridge) (Monitoring)	ED	90	2,000	180,000
102-61	Business Sign	EA	10	300	3,000
102-71-11	Barrier Wall (Temporary) (Furnish & Install) (Concrete)	LF	400	50	20,000
102-71-13	Barrier Wall (Temporary) (Furnish & Install) (Low Profile) (Concrete)	LF	400	70	28,000
102-71-14	Barrier Wall (Temporary) (Furnish & Install) (Type K)	LF	400	50	20,000
102-71-21	Barrier Wall (Temporary) (Relocate) (Concrete)	LF	200	20	4,000
102-71-23	Barrier Wall (Temporary) (Relocate) (Low Profile) (Concrete)	LF	200	20	4,000
102-71-24	Barrier Wall (Temporary) (Relocate) (Type K)	LF	200	20	4,000
102-74-1	Channelizing Device (Types I, II, DI, VP, Drum or LCD)	ED	180	1	180
102-74-2	Channelizing Device (Type III) (5')	ED	180	1	180
102-74-5	Channelizing Device (Pedestrian LCD) (Longitudinal Channelizing Device)	LF	500	1	500
102-76	Arrow Board / Advanced Warning Arrow Panel	ED	80	35	2,800
102-78	Temporary Retroreflective Pavement Marker	EA	400	5	2,000
102-89-1	Temporary Crash Cushion (Redirective Option)	LO	2	2,000	4,000
102-99	Changeable Variable Message Sign (Temporary)	ED	80	35	2,800
104-0-1	Prevention, Control and Abatement of Erosion & Water Pollution (Percentage of Project Bid Price Subtotal, Excluding Mobilization, Maintenance of Traffic, Prevention Control and Abatement of Erosion & Water Pollution, Clearing & Grubbing, Regular Excavation, and Maintenance of By-Pass Flow Pay Items. See "Notes 1 & 2 Below.")	LS	0	No Bid Item	
104-1	Artificial Coverings / Rolled Erosion Control Products	SY	10	20	200
104-5	Sandbagging	CY	50	200	10,000
104-10-2	Synthetic Bales	LF	50	5	250
104-11	Floating Turbidity Barrier	LF	100	15	1,500
104-12	Staked Turbidity Barrier (Nylon Reinforced PVC)	LF	100	7	700
104-13-1	Staked Silt Fence (Type III)	LF	800	4	3,200
104-15	Soil Tracking Prevention Device	EA	1	3,000	3,000
104-18	Spill Protection System	EA	5	250	1,250
107-1	Litter Removal and Disposal	AC	5	100	500
PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
107-2	Mowing	AC	5	100	500
109-71-2	Field Office (600 SF)	DA	180	172	30,960

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108-71-3	Field Office (300 SF)	DA	180	192	34,560
110-1-1	Clearing & Grubbing (Percentage of Project Bid Price Subtotal, Excluding Mobilization, Maintenance of Traffic, Prevention Control and Abatement of Erosion & Water Pollution, Clearing & Grubbing, Regular Excavation, and Maintenance of By-Pass Flow Pay Items. See *Notes 1 & 2 Below)	LS	0	No Bid Item	
110-4	Removal of Existing Concrete Pavement	SY	110	20	2,000
110-4-1	Removal of Existing Concrete Sidewalk, Driveways & Curb	SY	300	20	6,000
110-7-1	Mailbox (Furnish & Install) (Standard-Single)	EA	5	250	1,250
110-7-2	Mailbox (Relocate Existing) (Standard-Single)	EA	5	150	750
110-7-3	Mailbox (Relocate Existing) (Masonry-Single)	EA	2	2,000	4,000
120-1	Regular Excavation	CY	400	10	4,000
120-2-2	Borrow Excavation (Truck Measure)	CY	500	18	9,000
120-3	Lateral Ditch Excavation	CY	300	25	7,500
120-4	Subsoil Excavation	CY	300	11	3,300
120-6	Embankment	CY	300	18	5,400
120-71	Regular Excavation - Projects with Limited or no Cross Sections (Percentage of Project Bid Price Subtotal, Excluding Mobilization, Maintenance of Traffic, Prevention Control and Abatement of Erosion & Water Pollution, Clearing & Grubbing, Regular Excavation, and Maintenance of By-Pass Flow Pay Items. See *Notes 1 & 2 Below.)	LS	0	No Bid Item	
121-70	Flowable Fill	CY	10	250	2,500
145-1	Geosynthetic Reinforced Soil Slope	SF	500	10	5,000
160-4	Type B Stabilization (12")	SY	1,400	20	28,000
162-1-11	Prepared Soil Layer (Finish Soil Layer) (6")	SY	500	5	2,500
162-1-12	Prepared Soil Layer (Finish Soil Layer) (12")	SY	500	7	3,500
162-1-18	Prepared Soil Layer (Finish Soil Layer) (18")	SY	500	9	4,500
210-1-1	Reworking Limerock Base (6")	SY	500	20	10,000
210-2	Limerock (New Material for Reworking Base)	CY	50	40	2,000
285-701	Optional Base (Base Group 01)	SY	1,400	20	28,000
285-702	Optional Base (Base Group 02)	SY	1,400	22	30,800
285-704	Optional Base (Base Group 04)	SY	1,400	24	33,600
285-708	Optional Base (Base Group 08)	SY	1,400	26	36,400
285-709	Optional Base (Base Group 09)	SY	1,600	30	48,000
285-710	Optional Base (Base Group 10)	SY	1,400	32	44,800
285-711	Optional Base (Base Group 11)	SY	1,400	34	47,600
PAY ITEM	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
285-712	Optional Base (Base Group 12)	SY	1,400	35	49,000
285-715	Optional Base (Base Group 15)	SY	1,400	70	98,000
327-70-1	Milling Existing Asphalt Pavement (1" Avg. Depth)	SY	4,000	4	16,000
327-70-4	Milling Existing Asphalt Pavement (3" Avg. Depth)	SY	4,000	5	20,000
327-70-5	Milling Existing Asphalt Pavement (2" Avg. Depth)	SY	4,000	5	20,000

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327-70-0	Milling Existing Asphalt Pavement (1 1/2' Avg. Depth)	SY	4,000	4	16,000
327-70-1	Milling Existing Asphalt Pavement (4" Avg. Depth)	SY	2,000	8	16,000
327-70-2	Milling Existing Asphalt Pavement (2-1/2' Avg. Depth)	SY	2,000	5	10,000
334-1-12	Superpave Asphaltic Concrete (Traffic B)	TN	400	150	60,000
334-1-13	Superpave Asphaltic Concrete (Traffic C)	TN	800	150	120,000
334-1-22	Superpave Asphaltic Concrete (Traffic B) (PG 76-22) (PMA)	TN	400	150	60,000
334-1-23	Superpave Asphaltic Concrete (Traffic C) (PG 76-22) (PMA)	TN	800	150	120,000
334-1-24	Superpave Asphaltic Concrete (Traffic D) (PG 76-22) (PMA)	TN	600	150	90,000
334-1-33	Superpave Asphaltic Concrete (Traffic C) (PG 82-22) (PMA)	TN	600	150	90,000
334-2	Type S-III 9.5 Asphaltic Concrete (Parking Lots)	TN	200	150	30,000
337-7-40	Asphaltic Concrete Friction Course (Traffic B) (FC-9.5) (PG 76-22) (PMA)	TN	400	150	60,000
337-7-41	Asphaltic Concrete Friction Course (Traffic B) (FC-12.5) (PG 76-22) (PMA)	TN	400	150	60,000
337-7-42	Asphaltic Concrete Friction Course (Traffic C) (FC-9.5) (PG 76-22) (PMA)	TN	600	150	90,000
337-7-43	Asphaltic Concrete Friction Course (Traffic C) (FC-12.5) (PG 76-22) (PMA)	TN	800	150	120,000
337-7-45	Asphaltic Concrete Friction Course (Traffic D) (FC-12.5) (PG 76-22) (PMA)	TN	800	150	120,000
339-1	Miscellaneous Asphalt Pavement	TN	10	250	2,500
339-2	Asphaltic Concrete (Cold Patch)	TN	4	250	1,000
350-3-5	Plain Cement Concrete Pavement (8")	SY	350	80	28,000
350-3-9	Plain Cement Concrete Pavement (10")	SY	300	100	30,000
350-4-5	Reinforced Cement Concrete Pavement (8")	SY	300	95	28,500
350-4-9	Reinforced Cement Concrete Pavement (10")	SY	300	125	37,500
400-0-11	Concrete Class NS (Gravity Wall)	CY	50	2,000	100,000
400-1-2	Concrete Class I (Endwalls)	CY	40	2,000	80,000
400-1-11	Concrete Class I (Retaining Walls)	CY	30	2,000	60,000
400-1-15	Concrete Class I (Miscellaneous)	CY	5	2,000	10,000
400-2-1	Concrete Class II (Culverts)	CY	60	2,000	120,000
400-2-2	Concrete Class II (Endwalls)	CY	40	2,000	80,000
PAY ITEM	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
400-2-10	Concrete Class II (Approach Slabs / Abutments)	CY	20	2,000	40,000
400-4-1	Concrete Class IV (Culverts)	CY	60	2,000	120,000
400-4-2	Concrete Class IV (Endwalls)	CY	40	2,000	80,000
400-153	Non Shrink Grout (F&I) (Misc) (Structures Rehab.)	CF	50	350	17,500
415-1-1	Reinforcing Steel (Roadway)	LB	10,000	2	20,000
415-1-3	Reinforcing Steel (Retaining Wall)	LB	10,000	2	20,000
415-1-6	Reinforcing Steel (Miscellaneous)	LB	1,000	6	6,000
415-1-9	Reinforcing Steel (Approach Slabs)	LB	10,000	2	20,000

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425-1-311	Inlets (Curb) (Type P-1) (<10')	EA	2	7,500	15,000
425-1-312	Inlets (Curb) (Type P-1) (>10')	EA	1	10,000	10,000
425-1-315	Inlets (Curb) (Type P-1) (Partial)	EA	2	5,000	10,000
425-1-321	Inlets (Curb) (Type P-2) (<10')	EA	2	7,500	15,000
425-1-322	Inlets (Curb) (Type P-2) (>10')	EA	1	10,000	10,000
425-1-325	Inlets (Curb) (Type P-2) (Partial)	EA	1	5,000	5,000
425-1-331	Inlets (Curb) (Type P-3) (<10')	EA	2	9,000	18,000
425-1-332	Inlets (Curb) (Type P-3) (>10')	EA	1	11,000	11,000
425-1-335	Inlets (Curb) (Type P-3) (Partial)	EA	1	5,000	5,000
425-1-341	Inlets (Curb) (Type P-4) (<10')	EA	2	7,500	15,000
425-1-342	Inlets (Curb) (Type P-4) (>10')	EA	1	10,000	10,000
425-1-345	Inlets (Curb) (Type P-4) (Partial)	EA	1	5,000	5,000
425-1-351	Inlets (Curb) (Type P-5) (<10')	EA	5	7,500	45,000
425-1-352	Inlets (Curb) (Type P-5) (>10')	EA	2	10,000	20,000
425-1-355	Inlets (Curb) (Type P-5) (Partial)	EA	1	5,000	5,000
425-1-361	Inlets (Curb) (Type P-6) (<10')	EA	4	7,500	30,000
425-1-362	Inlets (Curb) (Type P-6) (>10')	EA	2	10,000	20,000
425-1-365	Inlets (Curb) (Type P-6) (Partial)	EA	1	5,000	5,000
425-1-411	Inlets (Curb) (Type J-1) (<10')	EA	1	9,000	9,000
425-1-412	Inlets (Curb) (Type J-1) (>10')	EA	1	12,000	12,000
425-1-421	Inlets (Curb) (Type J-2) (<10')	EA	1	9,000	9,000
425-1-422	Inlets (Curb) (Type J-2) (>10')	EA	1	12,000	12,000
425-1-431	Inlets (Curb) (Type J-3) (<10')	EA	1	11,000	11,000
425-1-432	Inlets (Curb) (Type J-3) (>10')	EA	1	15,000	15,000
PAY ITEM	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
425-1-441	Inlets (Curb) (Type J-4) (<10')	EA	1	11,000	11,000
425-1-442	Inlets (Curb) (Type J-4) (>10')	EA	1	15,000	15,000
425-1-451	Inlets (Curb) (Type J-5) (<10')	EA	1	11,000	11,000
425-1-452	Inlets (Curb) (Type J-5) (>10')	EA	1	15,000	15,000
425-1-461	Inlets (Curb) (Type J-6) (<10')	EA	1	10,000	10,000
425-1-462	Inlets (Curb) (Type J-6) (>10')	EA	1	15,000	15,000
425-1-471	Inlets (Curb) (Type 7) (<10')	EA	2	7,500	15,000
425-1-472	Inlets (Curb) (Type 7) (>10')	EA	1	10,000	10,000
425-1-473	Inlets (Curb) (Type 7) (J Box) (<10')	EA	1	7,500	7,500
425-1-474	Inlets (Curb) (Type 7) (J Box) (>10')	EA	1	10,000	10,000
425-1-475	Inlets (Curb) (Type 7) (Partial)	EA	2	5,000	10,000

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425-1-481	Inlets (Curb) (Type B) (<10')	EA	2	7,500	15,000
425-1-482	Inlets (Curb) (Type B) (>10')	EA	1	10,000	10,000
425-1-483	Inlets (Curb) (Type B) (J Bot.) (<10')	EA	1	9,000	9,000
425-1-484	Inlets (Curb) (Type B) (J Bot.) (>10')	EA	1	12,000	12,000
425-1-485	Inlets (Curb) (Type B) (Partial)	EA	2	5,000	10,000
425-1-521	Inlets (DT Bot.) (Type C) (<10')	EA	4	5,000	20,000
425-1-522	Inlets (DT Bot.) (Type C) (>10')	EA	1	8,000	8,000
425-1-523	Inlets (DT Bot.) (Type C) (J Bot.) (<10')	EA	2	8,000	16,000
425-1-524	Inlets (DT Bot.) (Type C) (J Bot.) (>10')	EA	1	15,000	15,000
425-1-525	Inlets (DT Bot.) (Type C) (Partial)	EA	1	3,500	3,500
425-1-531	Inlets (DT Bot.) (Type C) (Modified) (Back of Sidewalk) (<10')	EA	2	5,000	10,000
425-1-532	Inlets (DT Bot.) (Type C) (Modified) (Back of Sidewalk) (>10')	EA	1	8,000	8,000
425-1-533	Inlets (DT Bot.) (Type C) (Modified) (Back of Sidewalk) (J Bot.) (<10')	EA	1	6,000	6,000
425-1-534	Inlets (DT Bot.) (Type C) (Modified) (Back of Sidewalk) (J Bot.) (>10')	EA	1	11,000	11,000
425-1-535	Inlets (DT Bot.) (Type C) (Modified) (Back of Sidewalk) (Partial)	EA	2	5,000	10,000
425-1-541	Inlets (DT Bot.) (Type D) (<10')	EA	2	5,000	10,000
425-1-542	Inlets (DT Bot.) (Type D) (>10')	EA	1	8,000	8,000
425-1-543	Inlets (DT Bot.) (Type D) (J Bot.) (<10')	EA	2	8,500	17,000
425-1-544	Inlets (DT Bot.) (Type D) (J Bot.) (>10')	EA	1	13,000	13,000
425-1-545	Inlets (DT Bot.) (Type D) (Partial)	EA	1	5,000	5,000
425-1-551	Inlets (DT Bot.) (Type E) (<10')	EA	2	5,000	10,000
PAY ITEM	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
425-1-552	Inlets (DT Bot.) (Type E) (>10')	EA	1	7,500	7,500
425-1-553	Inlets (DT Bot.) (Type E) (J Bot.) (<10')	EA	2	5,000	10,000
425-1-554	Inlets (DT Bot.) (Type E) (J Bot.) (>10')	EA	1	10,000	10,000
425-1-555	Inlets (DT Bot.) (Type E) (Partial)	EA	1	5,000	5,000
425-1-561	Inlets (DT Bot.) (Type F) (<10')	EA	2	5,000	10,000
425-1-562	Inlets (DT Bot.) (Type F) (>10')	EA	1	7,500	7,500
425-1-563	Inlets (DT Bot.) (Type F) (J Bot.) (<10')	EA	2	6,000	12,000
425-1-564	Inlets (DT Bot.) (Type F) (J Bot.) (>10')	EA	1	9,000	9,000
425-1-565	Inlets (DT Bot.) (Type F) (Partial)	EA	1	4,000	4,000
425-1-581	Inlets (DT Bot.) (Type H) (<10')	EA	2	9,000	18,000
425-1-582	Inlets (DT Bot.) (Type H) (>10')	EA	1	13,000	13,000
425-1-583	Inlets (DT Bot.) (Type H) (J Bot.) (<10')	EA	1	5,000	5,000
425-1-585	Inlets (DT Bot.) (Type H) (Partial)	EA	1	4,000	4,000
425-1-701	Inlets (Curb) (Type S) (<10')	EA	2	6,000	12,000

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425-1-702	Inlets (Gutter) (Type S) (>10')	EA	1	10,000	10,000
425-1-703	Inlets (Gutter) (Type S) (J Bot.) (<10')	EA	2	7,000	14,000
425-1-704	Inlets (Gutter) (Type S) (J Bot.) (>10')	EA	1	10,000	10,000
425-1-710	Inlets (Gutter) (Type S) (Partial)	EA	1	5,000	5,000
425-1-711	Inlets (Gutter) (Type V) (<10')	EA	2	6,000	12,000
425-1-712	Inlets (Gutter) (Type V) (>10')	EA	1	11,000	11,000
425-1-713	Inlets (Gutter) (Type V) (J Bot.) (<10')	EA	2	9,000	18,000
425-1-714	Inlets (Gutter) (Type V) (J Bot.) (>10')	EA	1	13,000	13,000
425-1-715	Inlets (Gutter) (Type V) (Partial)	EA	1	5,000	5,000
425-1-910	Inlets (Closed Flume)	EA	2	10,000	20,000
425-2-41	Manholes (P-7) (<10')	EA	4	6,500	26,000
425-2-42	Manholes (P-7) (>10')	EA	2	9,000	18,000
425-2-43	Manholes (P-7) (Partial)	EA	2	5,500	11,000
425-2-61	Manholes (P-8) (<10')	EA	4	6,500	26,000
425-2-62	Manholes (P-8) (>10')	EA	2	9,000	18,000
425-2-63	Manholes (P-8) (Partial)	EA	2	5,500	11,000
425-2-71	Manholes (J-7) (<10')	EA	2	9,000	18,000
425-2-72	Manholes (J-7) (>10')	EA	1	12,000	12,000
PAY ITEM	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
425-2-73	Manholes (J-7) (Partial)	EA	2	5,500	11,000
425-2-91	Manholes (J-8) (<10')	EA	2	8,000	16,000
425-2-92	Manholes (J-8) (>10')	EA	1	12,000	12,000
425-2-93	Manholes (J-8) (Partial)	EA	2	5,500	11,000
425-2-110	Manholes (Repair)	EA	2	2,000	4,000
425-3-41	Junction Box (Drainage) (P-7) (<10')	EA	1	8,000	8,000
425-3-42	Junction Boxes (P-7) (>10')	EA	1	12,000	12,000
425-3-43	Junction Box (Drainage) (P-7) (Partial)	EA	1	5,000	5,000
425-3-50	Junction Box (Drainage) (Repair)	EA	1	2,000	2,000
425-3-61	Junction Boxes (J-7) (<10')	EA	1	8,000	8,000
425-3-63	Junction Box (Drainage) (J-7) (Partial)	EA	1	5,000	5,000
425-3-91	Junction Box (Drainage) (Utility) (<10')	EA	1	8,000	8,000
425-3-92	Junction Box (Drainage) (Utility) (>10')	EA	1	12,000	12,000
425-4	Inlet (Adjust)	EA	2	2,000	4,000
425-5	Manhole (Adjust)	EA	2	2,000	4,000
425-6	Valve Boxes (Adjust)	EA	4	500	2,000
425-7	Manhole Cover (Replace)	EA	1	1,500	1,500

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425-10	Yard Drain	EA	4	2,500	10,000
425-15-41	Inlet Top (Repair) (Curb Inlet)	EA	1	3,000	3,000
425-15-42	Inlet Top (Repair) (Ditch Bottom Inlet)	EA	1	2,000	2,000
425-74-1	Manholes & Inlets (Cleaning & Sealing) (<10')	EA	5	2,000	10,000
425-82	Replace Grate (Cast Iron with Steel)	SF	15	1,500	22,500
430-1-323	Concrete Pipe Culvert (Class III) (15")	LF	72	100	7,200
430-1-325	Concrete Pipe Culvert (Class III) (18")	LF	200	105	21,000
430-1-329	Concrete Pipe Culvert (Class III) (24")	LF	96	130	12,480
430-1-333	Concrete Pipe Culvert (Class III) (30")	LF	72	175	12,600
430-1-338	Concrete Pipe Culvert (Class III) (36")	LF	96	200	19,200
430-1-340	Concrete Pipe Culvert (Class III) (42")	LF	72	230	16,560
430-1-341	Concrete Pipe Culvert (Class III) (48")	LF	72	275	19,800
430-1-342	Concrete Pipe Culvert (Class III) (54")	LF	72	375	27,000
430-1-343	Concrete Pipe Culvert (Class III) (60")	LF	72	500	36,000
430-14-101	Elliptical Concrete Pipe Culvert (Class HE-III) (12"x 18")	LF	72	125	9,000
PAY ITEM	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
430-14-102	Elliptical Concrete Pipe Culvert (Class HE-III) (14"x 23")	LF	96	150	14,400
430-14-103	Elliptical Concrete Pipe Culvert (Class HE-III) (19"x 30")	LF	96	200	19,200
430-14-104	Elliptical Concrete Pipe Culvert (Class HE-III) (24"x 36")	LF	72	230	16,560
430-14-105	Elliptical Concrete Pipe Culvert (Class HE-III) (29"x 45")	LF	96	275	26,400
430-14-108	Elliptical Concrete Pipe Culvert (Class HE-III) (34"x 53")	LF	72	400	28,800
430-14-109	Elliptical Concrete Pipe Culvert (Class HE-III) (38"x 60")	LF	72	550	39,600
430-14-111	Elliptical Concrete Pipe Culvert (Class HE-III) (43"x 66")	LF	72	650	46,800
430-14-112	Elliptical Concrete Pipe Culvert (Class HE-III) (48"x 76")	LF	72	800	57,600
430-94-1	Desilting Pipe (0 - 24")	LF	72	7	504
430-94-2	Desilting Pipe (25 - 36")	LF	72	9	648
430-94-3	Desilting Pipe (37 - 48")	LF	72	12	864
430-94-4	Desilting Pipe (49 - 60")	LF	72	22	1,584
430-602-125	U-Endwall (w/Grate) (Std. 260) (1:4 Slope) (18")	EA	2	3,000	6,000
430-602-129	U-Endwall (w/Grate) (Std. 260) (1:4 Slope) (24")	EA	2	4,500	9,000
430-830	Pipe Filling & Plugging (Place Out of Service)	CY	20	350	7,000
430-950	Desilting Concrete Box Culvert	CY	50	160	8,000
430-961-213	PVC Pipe Culvert (Schedule 40) (Not Encased) (4")	LF	40	30	1,200
430-961-216	PVC Pipe Culvert (Schedule 40) (Not Encased) (6")	LF	40	32	1,280
430-961-218	PVC Pipe Culvert (Schedule 40) (Not Encased) (8")	LF	40	36	1,440
430-961-221	PVC Pipe Culvert (Schedule 40) (Not Encased) (12")	LF	40	55	2,200

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430-98-121	Mitered End Section (Polyethylene Pipe) (12")	EA	2	1,500	3,000
430-98-123	Mitered End Section (Polyethylene Pipe) (15")	EA	4	1,500	6,000
430-98-125	Mitered End Section (Polyethylene Pipe) (18")	EA	4	1,500	6,000
430-98-129	Mitered End Section (Polyethylene Pipe) (24")	EA	4	2,000	8,000
430-98-133	Mitered End Section (Polyethylene Pipe) (30")	EA	2	2,500	5,200
430-98-138	Mitered End Section (Polyethylene Pipe) (36")	EA	2	3,200	6,400
430-98-140	Mitered End Section (Polyethylene Pipe) (42")	EA	2	3,800	7,600
430-98-141	Mitered End Section (Polyethylene Pipe) (48")	EA	2	5,000	10,000
430-98-142	Mitered End Section (Polyethylene Pipe) (54")	EA	2	5,000	10,000
430-98-143	Mitered End Section (Polyethylene Pipe) (60")	EA	2	6,000	12,000
430-98-223	Mitered End Section (Concrete Pipe Round) (15")	EA	4	1,500	6,000
430-98-225	Mitered End Section (Concrete Pipe Round) (18")	EA	4	1,500	6,000
PAY ITEM	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
430-98-226	Mitered End Section (Concrete Pipe Round) (24")	EA	4	2,000	8,000
430-98-233	Mitered End Section (Concrete Pipe Round) (30")	EA	2	2,500	5,200
430-98-238	Mitered End Section (Concrete Pipe Round) (36")	EA	2	3,200	6,400
430-98-240	Mitered End Section (Concrete Pipe Round) (42")	EA	2	3,800	7,600
430-98-241	Mitered End Section (Concrete Pipe Round) (48")	EA	2	5,000	10,000
430-98-242	Mitered End Section (Concrete Pipe Round) (54")	EA	2	5,000	10,000
430-98-243	Mitered End Section (Concrete Pipe Round) (60")	EA	2	6,000	12,000
430-98-401	Mitered End Section (Concrete Pipe Elliptical) (12"x 18")	EA	4	1,600	6,400
430-98-402	Mitered End Section (Concrete Pipe Elliptical) (14"x 23")	EA	4	2,000	8,000
430-98-403	Mitered End Section (Concrete Pipe Elliptical) (18"x 30")	EA	4	2,500	10,000
430-98-404	Mitered End Section (Concrete Pipe Elliptical) (24"x 36")	EA	2	3,500	7,000
430-98-405	Mitered End Section (Concrete Pipe Elliptical) (28"x 45")	EA	2	4,000	8,000
430-98-408	Mitered End Section (Concrete Pipe Elliptical) (34"x 53")	EA	2	5,000	10,000
430-98-409	Mitered End Section (Concrete Pipe Elliptical) (38"x 60")	EA	2	6,000	12,000
430-98-411	Mitered End Section (Concrete Pipe Elliptical) (43"x 68")	EA	2	8,000	16,000
430-98-412	Mitered End Section (Concrete Pipe Elliptical) (48"x 76")	EA	2	10,000	20,000
430-99-21	Polyethylene Pipe Culvert (Smooth Wall) (12")	LF	48	75	3,600
430-99-23	Polyethylene Pipe Culvert (Smooth Wall) (15")	LF	72	100	7,200
430-99-25	Polyethylene Pipe Culvert (Smooth Wall) (18")	LF	96	150	14,400
430-99-29	Polyethylene Pipe Culvert (Smooth Wall) (24")	LF	96	175	16,800
430-99-33	Polyethylene Pipe Culvert (Smooth Wall) (30")	LF	72	200	14,400
430-99-38	Polyethylene Pipe Culvert (Smooth Wall) (36")	LF	96	250	24,000
430-99-40	Polyethylene Pipe Culvert (Smooth Wall) (42")	LF	72	300	21,600

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430-98-41	Polyethylene Pipe Culvert (Smooth Wall) (44")	LF	72	360	25,200
430-98-42	Polyethylene Pipe Culvert (Smooth Wall) (54")	LF	72	400	28,800
430-98-43	Polyethylene Pipe Culvert (Smooth Wall) (60")	LF	72	500	36,000
430-991-1	Mitred End Section (Replace Station)	CY	1	1,500	1,500
431-1-1	Pipe Liner (Resin Impregnated Cured in Place Pipe (RICIPP) Lining) (0'-24")	LF	150	100	15,000
431-1-2	Pipe Liner (Resin Impregnated Cured in Place Pipe (RICIPP) Lining) (24"-36")	LF	150	150	22,500
431-1-3	Pipe Liner (Resin Impregnated Cured in Place Pipe (RICIPP) Lining) (37"-48")	LF	150	300	45,000
431-1-4	Pipe Liner (Resin Impregnated Cured in Place Pipe (RICIPP) Lining) (49"-60")	LF	150	600	90,000
436-1-1	Trench Drain (Standard)	LF	50	400	20,000
PAY ITEM	ITEM DESCRIPTION	UNIT	PLAN QTY.		
440-2-20	Underdrain (6") (Type II)	LF	600	75	37,500
440-2-30	Underdrain (6") (Type III)	LF	600	75	37,500
440-2-50	Underdrain (6") (Type V)	LF	800	75	60,000
440-3-20	Underdrain (8") (Type II)	LF	500	75	37,500
440-3-30	Underdrain (8") (Type III)	LF	500	90	45,000
440-3-50	Underdrain (8") (Type V)	LF	800	90	72,000
440-70	Underdrain Inspection Box	EA	4	2,000	8,000
440-73-2	Underdrain Outlet Pipe (6")	LF	40	50	2,000
440-73-3	Underdrain Outlet Pipe (8")	LF	40	55	2,200
443-70-3	French Drain (18")	LF	250	150	37,500
443-70-4	French Drain (24")	LF	250	165	41,250
455-88-1	Drilled Shaft (24" Dia)	LF	60	1,500	90,000
455-88-2	Drilled Shaft (30" Dia)	LF	60	2,000	120,000
455-88-3	Drilled Shaft (36" Dia)	LF	60	2,500	150,000
455-88-4	Drilled Shaft (42" Dia)	LF	60	3,000	180,000
455-88-5	Drilled Shaft (48" Dia)	LF	60	4,000	240,000
455-133-2	Sheet Piling (Steel) (Temporary - Critical) (SKZ 25 or Equivalent)	SF	1,500	50	75,000
455-133-3	Sheet Piling (Steel) (F & I Permanent) (SKZ 25 or Equivalent)	SF	1,500	100	150,000
514-71-1	Plastic Filter Fabric (Subsurface)	SY	50	5	250
514-71-2	Plastic Filter Fabric (Stabilization)	SY	50	5	250
515-1-2	Pipe Handrail-Guidesail (42" Double Rail) (Alum. Mill Finish)	LF	150	90	13,500
515-1-6	Pipe Handrail-Guidesail (42" Double Rail) (Alum. Black Powder Coat Finish)	LF	150	125	18,750
515-2-311	Pedestrian/Bicycle Railing (Alum. Mill Finish) (42" Type 1) (Picket Infill)	LF	150	125	18,750
515-2-312	Pedestrian/Bicycle Railing (Alum. Mill Finish) (42" Type 2) (Chain Link Continuous Infill)	LF	150	130	19,500
515-2-321	Pedestrian/Bicycle Railing (Alum. Mill Finish) (54" Type 1) (Picket Infill)	LF	50	175	8,750
515-6-311	Pedestrian/Bicycle Railing (Alum. Black Powder Coat Finish) (42" Type 1) (Picket Infill)	LF	150	200	30,000

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515-3-12	Pedestrian/Bicycle Ramping (Alum. Black Powder Coat Finish) (4" Type 2) (Global Lab.)	LF	150	175	26,250
515-3-1	Pedestrian/Bicycle Ramping (Alum. Black Powder Coat Finish) (54" Type 1) (Pickett Int'l)	LF	50	250	12,500
515-70	Bollards (6" Painted Steel Casing Filled with Concrete)	LF	30	450	13,500
520-1-7	Concrete Curb & Gutter (Type E)	LF	300	30	9,000
520-1-8	Concrete Curb & Gutter (Miami)	LF	300	30	9,000
520-1-10	Concrete Curb & Gutter (Type F)	LF	500	30	15,000
PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT BID PRICE	TOTAL BID PRICE
520-2-1	Concrete Curb (Type A)	LF	300	30	9,000
520-2-2	Concrete Curb (Type B)	LF	300	30	9,000
520-2-4	Concrete Curb (Type D)	LF	300	30	9,000
520-2-5	Concrete Curb (Ribbon Curb) (20" W x 8" D)	LF	80	30	2,400
520-2-8	Concrete Curb (Type RA)	LF	400	30	12,000
520-3	Concrete Valley Gutter	LF	80	30	2,400
520-5-11	Concrete Traffic Separator (Type I) (4' Wide)	LF	100	25	2,500
520-5-12	Concrete Traffic Separator (Type I) (6' Wide)	LF	100	40	4,000
520-5-16	Concrete Traffic Separator (Type I) (8.5' Wide)	LF	100	50	5,000
520-5-41	Concrete Traffic Separator (Type IV) (4' Wide)	LF	100	25	2,500
520-5-42	Concrete Traffic Separator (Type IV) (6' Wide)	LF	100	40	4,000
520-5-46	Concrete Traffic Separator (Type IV) (8.5' Wide)	LF	100	50	5,000
520-6	Shoulder Gutter (Concrete)	LF	100	30	3,000
520-70	Concrete Traffic Separator (Special-Variable Width)	SY	60	60	3,600
522-1	Sidewalk & Driveways (Concrete) (4" Thick)	SY	1,600	50	80,000
522-2	Sidewalk & Driveways (Concrete) (6" Thick)	SY	400	60	24,000
522-10	Sidewalk & Driveways (Rubberized Porous Pavement) (2" Thick) (Black)	SY	100	300	30,000
522-11	Sidewalk & Driveways (Rubberized Porous Pavement) (4" Thick) (Black)	SY	100	500	50,000
522-15	Sidewalk Curb (Monolithic Cast)	LF	100	30	3,000
522-16	Sidewalk Curb (Separately Cast)	LF	100	30	3,000
522-20	Sidewalk (Grinding Concrete) (Trip Hazards)	SF	100	25	2,500
522-30-1	Sidewalk (Articulated Joint System) ('TripStop' or Approved Alternative) (4" Thick)	LF	50	15	750
522-30-2	Sidewalk (Articulated Joint System) ('TripStop' or Approved Alternative) (6" Thick)	LF	50	25	1,250
524-1-2	Concrete Ditch Pavement (Non Reinforced) (4" Thick)	SY	80	60	4,800
524-1-4	Concrete Ditch Pavement (Non Reinforced) (6" Thick)	SY	80	70	5,600
527-2	Detectable Warnings (Preformed Thermoplastic)	SF	200	25	5,000
530-1	RipRap (Sand/Cement)	CY	40	450	18,000
530-3-3	RipRap (Rubble) (Sand & Stone)	TN	200	200	40,000
530-3-4	RipRap (Rubble) (Furnish & Install) (Ditch Lining)	TN	100	200	20,000

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530-4-4	Articulating Concrete Block Retention System (4" Thick)	SY	200	250	50,000
530-4-6	Articulating Concrete Block Retention System (6" Thick)	SY	200	275	55,000
530-4-8	Articulating Concrete Block Retention System (8" Thick)	SY	200	300	60,000
PAY ITEM	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
530-74	Bedding Stone	TN	20	90	1,800
530-76-2	Gabion Mat (9" Thick) (Natural Stone) (Bulk Specific Gravity ≥ 2.90)	SY	500	200	100,000
530-77-2	Gabion Basket (36" Thick) (Natural Stone) (Bulk Specific Gravity ≥ 2.90)	SY	1,000	400	400,000
536-1-1	Guardrail (Roadway)	LF	400	25	10,000
536-1-3	Guardrail (Roadway) (Double Face)	LF	300	32	9,600
536-2	Guardrail (Shop-Bent Panels)	LF	50	40	2,000
536-6	Pipe Rail for Guardrail	LF	150	20	3,000
536-7	Guardrail Post (Special)	EA	6	250	1,500
536-73	Guardrail Removal	LF	400	5	2,000
536-85-22	Guardrail End Anchorage Assembly (Flared)	EA	4	3,000	12,000
536-85-24	Guardrail End Anchorage Assembly (Parallel)	EA	2	3,100	6,200
536-85-25	Guardrail End Anchorage Assembly (Type II)	EA	2	1,000	2,000
536-85-26	Guardrail End Anchorage Assembly (Type CRT)	EA	2	2,000	4,000
536-85-27	Guardrail End Anchorage Assembly (Double Face Terminal)	EA	2	4,500	9,000
538-1	Guardrail Reset	LF	125	15	1,875
542-70	Concrete Bumper Guard	EA	10	70	700
546-71	Rumble Strips	PS	2	750	1,500
547-70-1	RipRap (Fabric-Formed Concrete) (8" Filler Points)	SY	50	75	3,750
550-10-110	Fencing (Type A) (0.0' - 5.0' Height) (Standard)	LF	300	15	4,500
550-10-210	Fencing (Type B) (0.0' - 5.0' Height) (Standard)	LF	300	15	4,500
550-10-212	Fencing (Type B) (0.0' - 5.0' Height) (with Vinyl Coating)	LF	300	30	9,000
550-10-218	Fencing (Type B) (0.0' - 5.0' Height) (Reset Existing)	LF	300	25	7,500
550-10-220	Fencing (Type B) (5.1' - 6.0' Height) (Standard)	LF	300	20	6,000
550-10-222	Fencing (Type B) (5.1' - 6.0' Height) (w/ Vinyl Coating)	LF	300	25	7,500
550-10-228	Fencing (Type B) (5.1' - 6.0' Height) (Reset Existing)	LF	300	15	4,500
550-60-111	Fence Gate (Type A) (Single) (0' - 6' Opening)	EA	1	1,500	1,500
550-60-123	Fence Gate (Type A) (Double) (12.1' - 18.0' Opening)	EA	1	3,000	3,000
550-60-223	Fence Gate (Type B) (Double) (12.1' - 18.0' Opening)	EA	1	1,500	1,500
550-60-234	Fence Gate (Type B) (Sliding/Cantilever) (18.1' - 20.0' Opening)	EA	1	3,000	3,000
550-60-235	Fence Gate (Type B) (Sliding/Cantilever) (20.1' - 24.0' Opening)	EA	1	3,500	3,500
550-60-323	Fence Gate (Type B) (w/ Vinyl Coating) (Double) (12.1' - 18.0' Opening)	EA	1	4,000	4,000
550-60-334	Fence Gate (Type B) (w/ vinyl Coating) (Sliding/Cantilever) (18.1' - 20.0' Opening)	EA	1	5,000	5,000

ATTACHMENT #1

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT BID PRICE	TOTAL BID PRICE
554-1-1	Fence Gate (Type B) (w/ Vinyl Coating) (Sliding/Cantilever) (20' - 24' Opening)	EA	1	8,000	8,000
555-1-1	Directional Bore (Less Than 6")	LF	200	75	15,000
555-1-2	Directional Bore (6" To <12")	LF	200	85	17,000
555-1-3	Directional Bore (12" To <18")	LF	200	125	25,000
556-1-1	Jack & Bore (Casing Dia. <8")	LF	60	150	9,000
556-1-2	Jack & Bore (Casing Dia. 6" To <12")	LF	60	200	12,000
556-1-3	Jack & Bore (Casing Dia. 12" To <18")	LF	60	300	18,000
556-1-4	Jack & Bore (Casing Dia. 18" To <24")	LF	60	400	24,000
570-1-1	Performance Turf (Seeding & Mulching, Hydroseding, or Bonded Fiber Matrix)	SY	3,000	1	3,000
570-1-2	Performance Turf (Sod)	SY	3,000	4	12,000
571-1-11	Plastic Erosion Mat (Turf Reinforced Mat) (Type 1)	SY	250	10	2,500
591-1-2	Irrigation Sleeve (4" Dia.)	LF	200	25	5,000
620-1-1	Grounding Electrode (F&I)	LF	300	10	3,000
630-1-13	Conduit (2") - Signals (F&I) (Sawcut & Under Exist. Pavement)	LF	150	50	7,500
630-2-11	Conduit (2") (Furnish & Install) (Open Trench)	LF	200	30	6,000
630-2-12	Conduit (2") (Furnish & Install) (Directional Bore)	LF	200	50	10,000
630-2-14	Conduit (2") (Furnish & Install) (Aboveground)	LF	200	10	2,000
632-7-1	Signal Cable (New or Reconstructed Intersection) (Furnish & Install)	LF	400	50	20,000
632-7-2	Signal Cable (Repair / Replace / Other) (Furnish & Install)	LF	200	50	10,000
632-7-4	Signal Cable (Adjust)	LF	200	40	8,000
632-7-6	Signal Cable (Remove)	LF	300	10	3,000
633-1-113	Fiber Optic Cable (F&I) (Overhead) (49-96 Fibers)	LF	200	5	1,000
633-1-122	Fiber Optic Cable (F&I) (Underground) (13-48 Fibers)	LF	200	5	1,000
633-1-123	Fiber Optic Cable (F&I) (Underground) (49-96 Fibers)	LF	200	5	1,000
633-1-610	Fiber Optic Cable (Remove) (Overhead)	LF	200	4	800
633-1-620	Fiber Optic Cable (Remove) (Underground)	LF	200	2	400
633-2-31	Fiber Optic Connection (Install) (Splice)	EA	4	75	300
633-2-32	Fiber Optic Connection (Install) (Termination)	EA	4	150	600
633-3-11	Fiber Optic Connection Hardware (F&I) (Splice Enclosure)	EA	4	1,500	6,000
634-4-152	Span Wire Assembly (F&I) (Two Point) (Diagonal)	LF	300	-	
634-4-153	Span Wire Assembly (F&I) (Two Point) (Box)	LF	600		
634-4-600	Span Wire Assembly (Remove) (Poles Remain)	LF	400	-	

PROJECTS LESS THAN \$2,000,000

Bid Form

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT BID PRICE	TOTAL BID PRICE
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ATTACHMENT #1

635-2-11	Pull & Splice Box (F&I) (15' x 24" Cover Size w/Concrete Apron)	EA	10	750	7,500
635-2-12	Pull & Splice Box (F&I) (24' x 36" Cover Size w/Concrete Apron)	EA	10	1,600	16,000
635-2-13	Pull & Splice Box (F&I) (30' x 60" Rect. or 36" Round Cover Size w/Concrete Apron)	EA	3	2,700	8,100
635-3-11	Junction Box (F&I) (Aerial)	EA	4	750	3,000
635-3-12	Junction Box (F&I) (Mounted)	EA	4	400	1,600
635-3-40	Junction Box (F&I) (Relocate)	EA	4	375	1,500
641-2-15	Pre-stressed Concrete Pole (F&I) (Type P-V)	EA	4	10,000	40,000
641-2-16	Pre-stressed Concrete Pole (F&I) (Type P-VI)	EA	4	13,000	52,000
641-2-17	Pre-stressed Concrete Pole (F&I) (Type P-VII)	EA	4	14,000	56,000
641-2-18	Pre-stressed Concrete Pole (F&I) (Type P-VIII)	EA	4	15,000	60,000
641-2-70	Pre-stressed Concrete Pole (Shallow Pole Removal - Pole 30' & Greater)	EA	4	3,000	12,000
641-2-80	Pre-stressed Concrete Pole (Complete Pole Removal - Pole 30' & Greater)	EA	4	3,500	14,000
646-1-11	Aluminum Signals Pole (F&I) (Pedestal)	EA	2	1,300	2,600
646-1-60	Aluminum Signals Pole (Remove)	EA	2	250	500
647-B	Geotechnical for Foundations	EA	2	2,500	5,000
647-C	Pre-Excavation (Per Foundation) (4ft. Depth)	EA	2	1,000	2,000
647-D	Vacuum Excavation (Soft Dig)	EA	8	2,000	16,000
648-1A	48" Foundation (Strain Poles)	LF	60	500	30,000
648-1B	48" Foundation (Mast Arm)	LF	60	500	30,000
649-31-201	Mast Arm (F&I) (Wind Sp.-130 w/Bkpl.) (36' Single Arm) (w/o Lum.) (per Sem. Co. Spec)	EA	1	25,000	25,000
649-31-202	Mast Arm (F&I) (Wind Sp.-130 w/Bkpl.) (46' Single Arm) (w/o Lum.) (per Sem. Co. Spec)	EA	1	28,000	28,000
649-31-203	Mast Arm (F&I) (Wind Sp.-130 w/Bkpl.) (60' Single Arm) (w/o Lum.) (per Sem. Co. Spec)	EA	1	35,000	35,000
649-31-204	Mast Arm (F&I) (Wind Sp.-130 w/Bkpl.) (70.5' Single Arm) (w/o Lum.) (per Sem. Co. Spec)	EA	1	40,000	40,000
649-31-205	Mast Arm (F&I) (Wind Sp.-130 w/Bkpl.) (78' Single Arm) (w/o Lum.) (per Sem. Co. Spec)	EA	1	40,000	40,000
PAY ITEM	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
649-31-206	Mast Arm (F&I) (Wind Sp.-130 w/Bkpl.) (36' Single Arm) (w/ Lum.) (per Sem. Co. Spec)	EA	1	36,000	36,000
649-31-207	Mast Arm (F&I) (Wind Sp.-130 w/Bkpl.) (46' Single Arm) (w/ Lum.) (per Sem. Co. Spec)	EA	1	36,000	36,000
649-31-208	Mast Arm (F&I) (Wind Sp.-130 w/Bkpl.) (60' Single Arm) (w/ Lum.) (per Sem. Co. Spec)	EA	1	45,000	45,000
649-31-209	Mast Arm (F&I) (Wind Sp.-130 w/Bkpl.) (70.5' Single Arm) (w/ Lum.) (per Sem. Co. Spec)	EA	1	50,000	50,000
649-33-000	Mast Arm (Install)	EA	1	15,000	15,000
649-34-000	Mast Arm (Relocate)	EA	1	15,000	15,000
649-36-300	Mast Arm (Remove Shallow Foundation) (Boll on Attachment)	EA	1	3,000	3,000
649-36-500	Mast Arm (Remove Deep/Complete Foundation) (Boll on Attachment)	EA	1	5,000	5,000
649-40-1	Steel Mast Arm Assembly - Recoating (Complete Single Arm Assembly)	EA	4	8,000	32,000
649-40-2	Steel Mast Arm Assembly - Recoating (Complete Double Arm Assembly)	EA	2	10,000	20,000
650-1-14	Traffic Signal (F&I) (Aluminum) (3 Section) (1 Way)	AS	8	1,100	8,800

ATTACHMENT #1

650-1-15	Traffic Signal (F&I) (Aluminum) (3 Section) (2 Way)	AS	4	2,000	8,000
650-1-16	Traffic Signal (F&I) (Aluminum) (4 Section) (1 Way)	AS	2	1,800	3,600
650-1-19	Traffic Signal (F&I) (Aluminum) (5 Section-Cluster) (1 Way)	AS	2	2,000	4,000
650-1-20	Traffic Signal (Remove - Poles to Remain)	AS	2	200	400
650-1-20	Traffic Signal (Relocate)	AS	2	500	1,000
650-1-80	Traffic Signal (Adjust)	AS	2	350	700
650-2-102	Vehicular Signal Auxiliaries (Repair/Replace/Retrofit - F&I) (Backplate - Black w/ Retroreflective Border)	EA	6	300	1,800
653-1-11	Pedestrian Signal (F&I) (LED Countdown) (1 Way)	AS	2	900	1,800
653-1-12	Pedestrian Signal (F&I) (LED Countdown) (2 Ways)	AS	2	1,500	3,000
653-1-40	Pedestrian Signal (Relocate)	AS	2	600	1,200
653-1-60	Pedestrian Signal (Remove Ped. Signal) (Pole/Pedestal to Remain)	AS	2	200	400
654-2-1	Rect. Rapid Flashing Beacon (F&I) (AC Powered) (Complete Assembly) (Single Direction)	AS	2	8,000	16,000
660-1-110	Loop Detector Inductive (Furnish & Install) (Type 10, 2 Ch, SS, RM, TD)	EA	1	500	500
660-2-101	Loop Assembly, (Furnish & Install) (Type A)	AS	8	1,100	8,800
660-2-102	Loop Assembly, (Furnish & Install) (Type B)	AS	4	900	3,600
660-2-106	Loop Assembly, (Furnish & Install) (Type F)	AS	6	1,100	6,600
660-3-10	Vehicle Detection System-Microwave (F&I) (Complete System)	EA	1	-	-
660-3-40	Vehicle Detection System-Microwave (Remove) (Complete System)	EA	1	700	700
660-4-4	Loop Material, (AWG #14 Lead-in Cable)	LF	450	-	-
665-1-11	Pedestrian Detector (F & I) (Standard)	EA	2	400	800
665-1-40	Pedestrian Detector (Relocate)	EA	2	150	300
PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
665-1-60	Pedestrian Detector (Remove) (Pole/Pedestal to Remain)	EA	1	75	75
670-5-110	Traffic Controller Assembly (F&I) (NEMA)	AS	1	36,000	36,000
670-5-112	Traffic Controller Assembly (F&I) (NEMA) (2 Preemption)	AS	1	29,000	29,000
670-5-400	Traffic Controller Assembly (Modify)	AS	2	2,000	4,000
670-5-600	Traffic Controller Assembly (Remove Controller and Cabinet)	AS	1	600	600
682-1-400	ITS CCTV Camera (Relocate)	EA	1	3,000	3,000
700-1-11	Single Post Sign (Furnish & Install) (Ground Mount) (Up to 12 SF)	AS	4	400	1,600
700-1-12	Single Post Sign (Furnish & Install) (Ground Mount) (12-20 SF)	AS	2	1,000	2,000
700-1-13	Single Post Sign (Furnish & Install) (Ground Mount) (21-30 SF)	AS	1	1,500	1,500
700-1-50	Single Post Sign (Relocate)	AS	6	250	1,500
700-1-60	Single Post Sign (Remove)	AS	3	30	90
700-2-50	Multi-Post Sign (Ground Mount) (Relocate)	AS	1	3,000	3,000
700-3-101	Sign Panel (Furnish & Install) (Ground Mount) (Up to 12 SF)	EA	4	300	1,200
700-3-102	Sign Panel (Furnish & Install) (Ground Mount) (12-20 SF)	EA	4	450	1,800

ATTACHMENT #1

700-3-104	Sign Panel (Furnish & Install) (Ground Mount) (21-30 SF)	EA	1	900	900
700-3-505	Sign Panel (Relocate) (51-100 SF)	EA	2	1,500	3,000
700-3-506	Sign Panel (Relocate) (101 - 200 SF)	EA	2	1,500	3,000
701-5-21	Internally Illuminated Sign (F&I Overhead Mount) (Up to 12 SF)	EA	2	3,000	6,000
701-16-111	Audible & Vibratory Pavmt. Markings (Standard - Other Surfaces) (White) (6")	LF	5,000		
701-16-121	Audible & Vibratory Pavmt. Markings (Standard - Other Surfaces) (White) (Skip) (6")	LF	2,000		
701-16-211	Audible & Vibratory Pavmt. Markings (Standard - Other Surfaces) (Yellow) (6")	LF	5,000		
701-16-221	Audible & Vibratory Pavmt. Markings (Standard - Other Surfaces) (Yellow) (Skip) (6")	LF	2,000		
705-10-1	Object Marker (Type 1)	EA	6	200	1,200
705-10-2	Object Marker (Type 2)	EA	6	150	900
705-10-4	Object Marker (Type 4)	EA	6	200	1,200
705-11-1	Delineator (Flexible Tubular)	EA	20	75	1,500
705-11-2	Delineator (Non-Flexible)	EA	20	75	1,500
705-11-3	Delineator (Flexible High Visibility Median)	EA	4	125	500
705-11-4	Delineator (Flexible High Performance 48")	EA	4	120	480
708-3	Retro-Reflective Pavement Markers	EA	100	5	500
710-11-121	Painted Pavt. Markings (Std.) (White) (Solid) (6")	LF	2,000	1	2,000
710-11-122	Painted Pavt. Markings (Std.) (White) (Solid) (8")	LF	100	1	100
PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	PLAN QTY.		
710-11-123	Painted Pavt. Markings (Std.) (White) (Solid) (12")	LF	400	2	800
710-11-124	Painted Pavt. Markings (Std.) (White) (Solid) (18")	LF	100	3	300
710-11-125	Painted Pavt. Markings (Std.) (White) (Solid) (24")	LF	200	4	800
710-11-131	Painted Pavt. Markings (Std.) (White) (10-30 Skip or 3-9 Skip) (6")	LF	2,000	1	2,000
710-11-141	Painted Pavt. Markings (Std.) (White) (2-4 Dotted Guideline/6-10 Dotted Ext.) (6")	LF	100	1	100
710-11-160	Painted Pavt. Markings (Std.) (White) (Message or Symbol)	EA	4	50	200
710-11-170	Painted Pavt. Markings (Std.) (White) (Arrows)	EA	8	50	400
710-11-190	Painted Pavt. Markings (Std.) (White) (Island Nose)	SF	50	2	100
710-11-221	Painted Pavt. Markings (Std.) (Yellow) (Solid) (6")	LF	2,000	1	2,000
710-11-222	Painted Pavt. Markings (Std.) (Yellow) (Solid) (8")	LF	100	2	200
710-11-224	Painted Pavt. Markings (Std.) (Yellow) (Solid) (18")	LF	200	3	600
710-11-231	Painted Pavt. Markings (Std.) (Yellow) (10-30 Skip or 3-9 Skip) (6")	LF	2,000	1	2,000
710-11-241	Painted Pavt. Markings (Std.) (Yellow) (2-4 Dotted Guideline/6-10 Dotted Ext.) (6")	LF	100	1	100
710-11-260	Painted Pavt. Markings (Std.) (Yellow) (Message or Symbol)	EA	4	75	300
710-11-290	Painted Pavt. Markings (Std.) (Yellow) (Island Nose)	SF	50	2	100
710-17	Painted Pavt. Markings (Remove)	SF	250	5	1,250
711-11-121	Thermoplastic (Std.) (White) (Solid) (6")	LF	2,000	1	2,000

ATTACHMENT #1

711-11-123	Thermoplastic (Std) (White) (Solid) (6")	LF	100	2	200
711-11-124	Thermoplastic (Std) (White) (Solid) (12")	LF	400	3	1,200
711-11-124	Thermoplastic (Std) (White) (Solid) (18")	LF	100	3	300
711-11-125	Thermoplastic (Std) (White) (Solid) (24")	LF	100	4	400
711-11-131	Thermoplastic (Std) (White) (10-30 Skip or 3-9 Skip) (6")	LF	2,000	1	2,000
711-11-141	Thermoplastic (Std) (White) (2-4 Dotted Guideline/6-10 Dotted Ext) (6")	LF	100	1	100
711-11-160	Thermoplastic (Std) (White) (Message or Symbol)	EA	4	75	300
711-11-170	Thermoplastic (Std) (White) (Arrows)	EA	6	75	600
711-11-221	Thermoplastic (Std) (Yellow) (Solid) (6")	LF	2,000	1	2,000
711-11-222	Thermoplastic (Std) (Yellow) (Solid) (8")	LF	100	2	200
711-11-224	Thermoplastic (Std) (Yellow) (Solid) (18")	LF	200	3	600
711-11-231	Thermoplastic (Std) (Yellow) (10-30 Skip or 3-9 Skip) (6")	LF	2,000	1	2,000
711-11-241	Thermoplastic (Std) (Yellow) (2-4 Dotted Guideline/6-10 Dotted Ext) (6")	LF	100	1	100
711-14-160	Thermoplastic (Prefabricated) (White) (Message or Symbol)	EA	4	75	300
711-17	Thermoplastic (Remove Existing Markings)	SF	250	6	1,500
PAY ITEM	ITEM DESCRIPTION	UNIT	PLAN QTY.		
715-5-11	Luminaire & Bracket Arm (F&I) (Aluminum) (LED Shoe Box or LED Cobra Head)	EA	2	1,500	3,000
906-550-111	Fencing (Vinyl) (3-Rail) (5')	LF	300	20	6,000
906-550-122	Fencing (Vinyl) (Privacy) (6')	LF	300	40	12,000
906-550-211	Fencing (Wood) (Split 2-Rail) (5')	LF	300	40	12,000
906-550-222	Fencing (Wood) (Privacy) (6')	LF	300	40	12,000
906-700-1	Sign Post (Powder Coated Aluminum) (4" x 4") (6 - 9' Length) (Trail Signage)	EA	6	1,000	6,000
906-700-2	Mile Marker Post (Powder Coated Aluminum) (6" x 6") (3 - 6' Length) (Trail Signage)	EA	6	1,000	6,000
909-104	Maintenance of By-Pass Flow (Percentage of Project Bid Price Subtotal, Excluding Mobilization, Maintenance of Traffic, Prevention Control and Abatement of Erosion & Water Pollution, Clearing & Grubbing, Regular Excavation, and Maintenance of By-Pass Flow Pay Items See 'Notes 1 & 2 Below.)	LS	0	No Bid Item	
1644-800	Fire Hydrant (Reinstall)	EA	1	2,000	2,000
1644-900	Fire Hydrant (Remove)	EA	1	2,000	2,000
TOTAL BID PRICE					9262970

*Note 1 Maximum Allowable Percentages for Mobilization, Maintenance of Traffic, Prevention Control and Abatement of Erosion & Water Pollution, Clearing & Grubbing, Regular Excavation, and Maintenance of By-Pass Flow Pay Items to be Determined by Project Manager on a Per Project Basis, Prior to Bid Solicitation for Individual Work Order.

*Note 2 Project Bid Price for Mobilization, Maintenance of Traffic, Prevention Control and Abatement of Erosion & Water Pollution, Clearing & Grubbing, Regular Excavation, and Maintenance of By-Pass Flow Pay Items to be Calculated by Multiplying Subtotal of All Other Pay Items in Bid Solicitation by a Percentage Determined by Contractor, not to Exceed the Maximum Allowable Established for Each Pay Item in Bid Solicitation for Individual Work Order.

ATTACHMENT #2

AMENDMENT 1 TO THE AGREEMENT BETWEEN THE CITY OF MOUNT DORA CATHCART CONSTRUCTION COMPANY – FLORIDA LLC

THIS AMENDMENT 1 is entered into by and between the City of Mount Dora, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY” and Cathcart Construction Company – Florida LLC, 2564 Connection Point, Oviedo, Florida 32765, hereinafter referred to as the “CONTRACTOR”.

WHEREAS, on August 6, 2019, the CITY adopted Resolution 2019-83, which authorized the Agreement between the CITY and the CONTRACTOR related to continuing services of a contractor to complete Public Works related construction projects under Two Million Dollars (“Agreement”); and

WHEREAS, the initial Term of the Agreement expired on August 6, 2021, and although the Agreement contemplated three (3) additional one (1) year options to extend the Term and the parties never exercised the extensions through a written instrument, the parties desire to amend the Agreement to extend the Term accordingly.

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

1. Section 2, Term, is hereby amended to extend the Term hereof retroactively from August 6, 2021, through and including August 6, 2024, with no additional renewal periods.
2. All other terms and conditions of the Agreement shall remain in full force and effect.

[Signatures on Following Page]

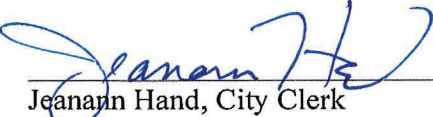
ATTACHMENT #2

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 1 effective this 20 day of JUNE 2023.

CITY OF MOUNT DORA


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

ATTEST:


Jeanann Hand, City Clerk

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


Sherry G. Sutphen, City Attorney

CONTRACTOR

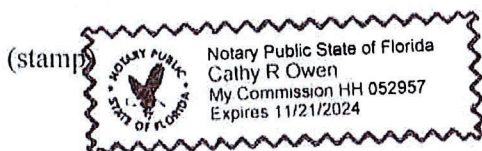
By: 

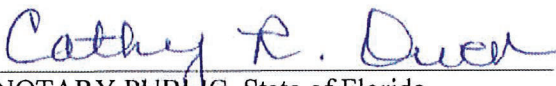
Print: John Cathcart

Title: CEO, SEC, MM

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of JOHN CATHCART, as CEO/MM, of Cathcart Construction Company – Florida LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 12TH day of JUNE, 2023.




NOTARY PUBLIC, State of Florida

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Cathcart Construction Company – Florida, LLC (Contractor) and the City of Mount Dora, approved under Resolution 2019-83, dated August 6, 2019, as amended June 20, 2023, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Name: Hilltop Drive Stormwater Improvements
Project Amount: \$695,712.00
Budget Account Number: 445-5555-580.63-01-SW2114
City Project Manager: Johnny Reynolds
Contractor: Cathcart Construction Company – Florida, LLC
Contractor Project Manager: Matt Blanton

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

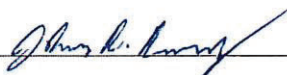
Each Task Authorization package shall include:

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

Recommended By:

Print: Johnny Reynolds

Date: April 2, 2024

Signature: 

Reviewed By:

Print: George Marek

Date: April 2, 2024

Signature: 

CONTRACTOR ACCEPTANCE

CITY APPROVAL

Print Name: Matt T. Blanton, President

Print Name:

Signature: 

Signature:

Date: 4/2/24

Date:

Exhibit A – Scope of Work

Construct stormwater facilities according to the Hilltop Drive Stormwater Improvements project plans dated April 1, 2024.

The plans are appended to this task authorization document.

Exhibit B – Sub-Contractors

- Central Florida Underground
- Donoghue Construction Layout
- Tuscan Sun Trucking

Exhibit C – Schedule

Project completion within 4-months following receipt of a purchase order for the work.

Exhibit D – Compensation

Compensation according to the Contractor's price proposal appended to this document.

HILLTOP DRAINAGE: JACK & BORE METHOD

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
101-1	Mobilization (Percentage of Project Bid Price Subtotal, Excluding Mobilization, Maintenance of Traffic, Prevention Control and Abatement of Erosion & Water Pollution, Clearing & Grubbing, Regular Excavation, and Maintenance of By-Pass Flow Pay Items. See *Notes 1 & 2 Below.)	LS	1	69,500	69,500
102-1	Maintenance of Traffic (Percentage of Project Bid Price Subtotal, Excluding Mobilization, Maintenance of Traffic, Prevention Control and Abatement of Erosion & Water Pollution, Clearing & Grubbing, Regular Excavation, and Maintenance of By-Pass Flow Pay Items. See *Notes 1 & 2 Below.)	LS	1	3,000	3,000
104-11	Floating Turbidity Barrier	LF	50	15	750
104-13-1	Staked Silt Fence (Type III)	LF	200	4	800
104-18	Inlet Protection System	EA	4	250	1,000
110-1-1	Clearing & Grubbing (Percentage of Project Bid Price Subtotal, Excluding Mobilization, Maintenance of Traffic, Prevention Control and Abatement of Erosion & Water Pollution, Clearing & Grubbing, Regular Excavation, and Maintenance of By-Pass Flow Pay Items. See *Notes 1 & 2 Below.)	LS	1	45,000	45,000
110-4	Removal of Existing Concrete Pavement	SY	235	20	4,700
120-1	Regular Excavation	CY	320	10	3,200
120-6	Embankment	CY	160	18	2,880
160-4	Type B Stabilization (12")	SY	248	20	4,960
210-2	Limerock (New Material for Reworking Base)	CY	9	40	360
285-711	Optional Base (Base Group 11)	SY	214	34	7,276
337-7-41	Asphaltic Concrete Friction Course (Traffic B) (FC-12.5) (PG 76-22) (PMA)	TN	18	150	2,700
337-7341	Asphalt Sub Mobilization / Demob Charges	LS	1	15,000	15,000
350-3-5	Plain Cement Concrete Pavement (8")	SY	16	80	1,280
350-3-5	Concrete Crew - Mobilization and Demob	LS	1	5,000	5,000
425-1-351	Inlets (Curb) (Type P-5) (<10')	EA	3	7,500	22,500
425-1-461	Inlets (Curb) (Type J-6) (<10')	EA	1	10,000	10,000
425-2-71	Manholes (J-7) (<10')	EA	1	9,000	9,000
430-1-325	Concrete Pipe Culvert (Class III) (18")	LF	4	105	420
430-1-329	Concrete Pipe Culvert (Class III) (24")	LF	81	130	10,530
430-1-333	Concrete Pipe Culvert (Class III) (30")	LF	24	175	4,200
430-830	Pipe Filling & Plugging (Place Out of Service)	CY	40	350	14,000
436-1-1	Trench Drain (Standard)	LF	17	400	6,800
455-133-2	Sheet Piling (Steel) (Temporary - Critical) (SKZ 25 or Equivalent)	SF	800	50	40,000
520-1-10	Concrete Curb & Gutter (Type F)	LF	120	30	3,600
520-3	Concrete Valley Gutter	LF	40	30	1,200
530-3-4	RipRap (Rubble) (Furnish & Install) (Ditch Lining)	TN	20	200	4,000
530-74	Bedding Stone	TN	100	90	9,000
556-1-5	Jack & Bore (Casing Dia 30" To <36") (out of scope item)	LS	1	230,400	230,400
556-1-5	Jack & Bore - Mobilization & Demob for Sub Crew and Equipment	LS	1	25,000	25,000
570-1-2	Performance Turf (Sod)	SY	39	4	156
710-11-123	Out of Scope Item: Payment & Performance Bonds	LS	1	15,000	15,000
710-11-124	Out of Scope Item - Surveying and Layout / Record Drawings	LS	1	10,500	10,500
710-11-125	Out of Scope Item: Preconstruction Video & Existing Conditions Document. For Nearby Houses	LS	1	3,500	3,500
710-11-131	Out of Scope Item: Temporary Safety & Security Fencing of Work Zone	LS	1	9,000	9,000

JACK & BORE PIT

710-11-141	Out of Scope Item: Quality Control Testing from Independent Lab	LS	1	5,000	5,000
710-11-160	Out of Scope Item: Dewater Bore Pit	LS	1	25,000	25,000
710-11-170	Out of Scope Item: Power Company Fees to Hold Pole During Construction on West Side	LS	1	3,500	3,500
710-11-190	Out of Scope Item: Reimbursement to Property Owners for Repl. of Pers. Property / Landscaping	LS	1	25,000	25,000
710-11-221	Out of Scope Item: Hardscape Restore	LS	1	5,500	5,500
710-11-222	Out of Scope Item: Construct Access to Pond for Bank & Shore Installation (or done by hand)	LS	1	7,500	7,500
710-11-231	Out of Scope Item: Temp Access for Property Owners both East & West of Hilltop	LS	1	6,500	6,500
710-11-241	Out of Scope Item: Concrete Collar to Extend 4' of 18" RCP	LS	1	2,500	2,500
710-11-260	Out of Scope Item: Plugs for Existing 18" Storm Pipe	LS	1	1,500	1,500
710-11-290	Out of Scope Item Remove Ecess Dirt from J&B subcontractor (includes crew time)	LS	1	11,000	11,000
710-17	Out of Scope Item Remove Headwall and existing 18" Pipe at Est End of Project	LS	1	6,500	6,500
TOTAL BID PRICE					695712

Allowance

* Note 1 Maximum Allowable Percentages for Mobilization, Maintenance of Traffic, Prevention Control and Abatement of Erosion & Water Pollution, Clearing & Grubbing, Regular Excavation, and Maintenance of By-Pass Flow Pay Items to be Determined by Project Manager on a Per Project Basis, Prior to Bid Solicitation for Individual Work Order.

* Note 2 Project Bid Price for Mobilization, Maintenance of Traffic, Prevention Control and Abatement of Erosion & Water Pollution, Clearing & Grubbing, Regular Excavation, and Maintenance of By-Pass Flow Pay Items to be Calculated by Multiplying Subtotal of All Other Pay Items in Bid Solicitation by a Percentage Determined by Contractor, not to Exceed the Maximum Allowable Established for Each Pay Item in Bid Solicitation for Individual Work Order.

CITY OF MOUNT DORA

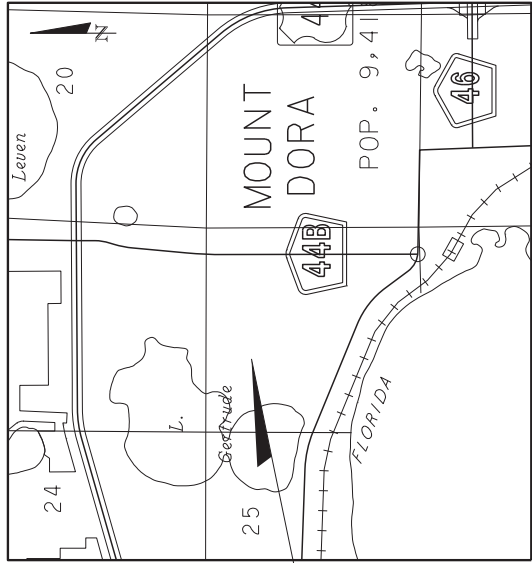
CONTRACT PLANS

CITY OF MOUNT DORA PROJECT NO. XXXX
LAKE COUNTY

HILLTOP DRIVE STORMWATER IMPROVEMENTS

INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF QUANTITIES/GENERAL NOTES
4	PROJECT LAYOUT
4.1	DEMOLITION PLAN
5	PLAN - PROFILE SHEET
6	SPECIAL DETAILS



GOVERNING DESIGN STANDARDS
Florida Department of Transportation, FY 2022-2023 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs) and 2018 Florida Greenbook.

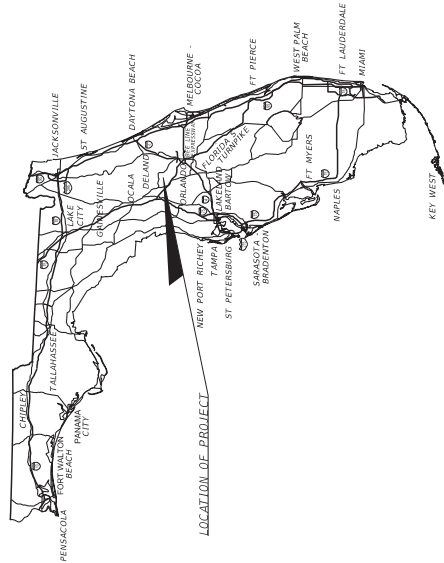
Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

GOVERNING STANDARD SPECIFICATIONS
Florida Department of Transportation, January 2022 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/implemented/SpecBooks>

**PLANS ENGINEER
OF RECORD:**
DESHON FOX, P.E. NO. 66654
DRMP, INC.
941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594

**CITY OF MOUNT DORA
CITY ENGINEER**
GEORGE MAREK, P.E.

DECEMBER 2023



FISCAL YEAR	SHEET NO.
23	1

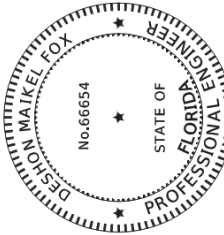
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12/26/2023

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P:\PROJECTS\18-0012-002_Hilltop_Drive_Improvements\Roadway\KEYS\RD001.DWG

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED AND
THEY CANNOT BE USED TO VERIFY
ON THE ELECTRONIC DOCUMENTS.

DRMP, INC.
941 LAKE BALDWIN LANE, ORLANDO, FL 32814
PHONE (407) 886-4836 FAX (407) 896-4836
DESIGN FIRM LICENSE NO. 66654

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
3	SUMMARY OF QUANTITIES/GENERAL NOTES
4	PLAN SHEET
5	PLAN PROFILE SHEET
6	SPECIAL DETAILS

Digitally signed by
Deshon Fox
DN:
E=dfox@drmp.com,
CN=Deshon Fox,
OU=Orlando Users,
OU=DRMP Active
Users, DC=drmp1,
DC=com
Date: 2024.04.02
08:22:17-04'00'

DATE		DESCRIPTION		REVISIONS		CITY OF MOUNT DORA ENGINEERING DEPARTMENT		SIGNATURE SHEET		SHEET NO.
						ROAD NO. COUNTY LAKE XXXX				2



CONSTRUCTION GENERAL NOTES:

1.

BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE BASED ON NORTH AMERICAN VERTICAL DATUM (NAVD 88) DATUM.

2.

THIS DESIGN HAS BEEN BASED UPON THE TOPOGRAPHICAL FIELD SURVEY BY SOUTHEASTERN SURVEY & MAPPING DATED 4/25/2022.

3.

THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN POINTS HAVE NOT BEEN VERIFIED.

4.

UTILITY / AGENCY OWNERS:

COMPANY

CONTACT

TELEPHONE NUMBER(S)

CENTURYLINK

BILL MCCLOUD

(850) 599-1444

COMCAST COMMUNICATIONS

ANDREW SWEENEY

(904) 738-6898

CITY OF MOUNT DORA WATER & ELECTRIC

CHRISTOPHER GAW

(352) 735-7151 x1823

CITY OF MOUNT DORA FIBER

CHRISTOPHER GAW

(352) 735-7151 x1823

TECO PEOPLES GAS

JOAN DOMINGUEZ

(813) 275-3783

5.

THE CONTRACTOR SHALL USE EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES, INCLUDING TURBIDITY CURTAINS OR SIMILAR DEVICES, IN STRICT ADHERENCE TO THESE PRACTICES AS DESCRIBED IN CHAPTER 6, THE FLORIDA DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT (FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION, 1988) TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS.

6.

TEMPORARY EROSION CONTROLS FOR ALL EXPOSED SOILS WITHIN WETLANDS AND OTHER SURFACE WATERS SHALL BE EMPLOYED TO PREVENT EROSION AND SEDIMENTATION. CONSTRUCTION SHALL BE LIMITED TO THE MINIMUM REQUIRED EROSION OF EXPOSED EARTH INTO WETLANDS AND OTHER SURFACE WATERS IS A CONSTRUCTION PRIORITY AND COMPLETED SLOPES SHALL NOT REMAIN UNSTABILIZED WHILE OTHER CONSTRUCTION CONTINUES.

7.

CONTRACTOR FURTHER AGREES THAT CONTRACTOR AND ITS SUBCONTRACTORS SHALL NOT CAUSE THE DISCHARGE, RELEASE OR DISPOSAL OF ANY HAZARDOUS MATERIALS OR CREATING BY ITS WORK ON OR ABOUT THE JOB SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE GOVERNMENTAL AGENCY AND SHALL TAKE SUCH ACTION AS MAY BE NECESSARY TO MINIMIZE THE DELETERIOUS EFFECT OF SUCH A SPILL ON PERSONS OR PROPERTY.

8.

EXISTING DRAINAGE PIPES AND STRUCTURES TO REMAIN UNLESS OTHERWISE NOTED.

MAINTENANCE OF TRAFFIC (MOT) GENERAL NOTES:

1.

PRIOR TO PERFORMING ANY WORK WITHIN ANY PUBLIC RIGHT-OF-WAY, CONTRACTOR SHALL DEVELOP AND IMPLEMENT A TRAFFIC CONTROL PLAN (SIGNED & SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN FLORIDA) CONSISTENT WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, AND FDOT DESIGN STANDARDS INDEX 600 SERIES. THE TCP SHALL BE SUBMITTED TO THE CITY PRIOR TO THE PRE-CONSTRUCTION MEETING FOR REVIEW AND APPROVAL.

2.

ADEQUATE TRAFFIC CONTROL, BARRICADES AND FLAGMAN SERVICES SHALL BE FURNISHED AND MAINTAINED BY THE CONTRACTOR AT ALL POINTS WHERE CONVEYING EQUIPMENT ENGAGED ON THE WORK REGULARLY ENTERS ONTO OR CROSSES TRAFFIC-CARRYING ROADS.

SURVEY NOTES:

1.

UTILITY LOCATIONS SHOWN HEREON ARE BASED ON FIELD LOCATIONS OF MARKINGS BY SOUTHEASTERN SURVEYING & MAPPING. LOCATIONS ARE APPROXIMATE AND TEST HOLES SHOULD BE PERFORMED FOR VERIFICATION.

2.

EASEMENTS OR RIGHTS OF WAY THAT APPEAR ON RECORDED PLANS OR THAT HAVE BEEN FURNISHED TO THE SURVEYOR BY OTHERS HAVE BEEN INCORPORATED INTO THIS DRAWING WITH APPROPRIATE NOTATION. OTHER EASEMENTS MAY BE DISCOVERED BY A SEARCH OF THE PUBLIC RECORDS.

3.

MINIMUM HORIZONTAL ACCURACY FOR THIS SURVEY IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATION CODE. THE MAP AND MEASUREMENT METHODS USED FOR THIS SURVEY MEET OR EXCEED THIS REQUIREMENT. THE DIMENSIONS SHOWN HEREON ARE IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.

4.

THIS SURVEY DOES NOT DETERMINE OWNERSHIP OF THE LANDS SHOWN HEREON.

5.

UNDERGROUND FOUNDATIONS HAVE NOT BEEN LOCATED.

6.

SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE SEAL OF THE SURVEYOR. ANY REVISIONS TO THE SURVEY SHALL BE MADE IN ACCORDANCE WITH THE REQUIREMENTS OF COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062 AND FLORIDA STATUTE 472.025.

7.

FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.

8.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

SUMMARY OF QUANTITIES

PAY ITEM NO.

PAY ITEM DESCRIPTION

UNIT

QTY.

101-1

MOBILIZATION

LS

1

102-1

MAINTENANCE OF TRAFFIC (MOT)

LS

1

104-10-3

SEDIMENT BARRIER

LF

60

104-12

STAKED TURBIDITY BARRIER - NYLON REINFORCED PVC

LF

55

104-18

INLET PROTECTION

EA

4

110-1-1

CLEARING AND GRUBBING

AC

0.1

02857-11

OPT IONAL BASE, BASE GROUP 11

SY

136

0334-1-12

SUPERPAVE ASPHALTIC CONC., TRAFFIC B

TN

15

0425-1351

INLET, CURB TYPE P-5, <10'

EA

3

0425-2-61

INLET, CURB TYPE P-6, <10'

EA

1

0425-2-124

P-8 MANHOLE, <10'

EA

1

430-175-130

24-INCH PIPE

LF

81

430-175-130

30-INCH PIPE

LF

19

430-185-130

PIPE CULVERT, STEEL CASING, ROUND, JACK & BORE, 30"

LF

160

430-530-100

STRAIGHT CONCRETE ENDWALL, 30", SINGLE ROUND

EA

1

436-1-1

TRENCH DRAIN, STANDARD

LF

17

0520-1-10

CONCRETE CURB & GUTTER, TYPE F

LF

32

0522-1

CONCRETE SIDEWALK AND DRIVEWAYS 6" THICK

SY

10

0530-3-4

RIPRAP, RUBBLE, F&I, DITCH LINING

TN

5.4

570-1-1

PERFORMANCE TURF (SEED AND MULCH)

SY

75

9.

VERTICAL INFORMATION SHOWN HEREON REFERS TO LAKE COUNTY CONTROL POINT WPNC1024, BEING A CONCRETE MONUMENT STAMPED 1024 WEKIVA PARKWAY, HAVING A PUBLISHED ELEVATION OF 159.55 NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

10.

HORIZONTAL POSITIONS FOR ALL FEATURES SHOWN ON THE MAP ARE RELATIVE TO NORTH AMERICAN DATUM OF 1983 (NAD83), 2007 ADJUSTMENT, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE. CONTROL POINT(S) USED FOR THIS SURVEY IS (ARE) LAKE COUNTY CONTROL POINT BEING A CONCRETE MONUMENT STAMPED 1024 WEKIVA PARKWAY; DISTANCES SHOWN ARE GRID DISTANCES.

11.

THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF AN ABSTRACT, TITLE SEARCH, TITLE OPINION OR TITLE COMMITMENT. A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.

12.

IMPROVEMENTS AND TOPOGRAPHIC FEATURES SHOWN HEREON ARE LIMITED TO AREAS PER SPECIFIC INSTRUCTIONS OF THE CLIENT.

13.

RIGHT OF WAY INFORMATION SHOWN HEREON WAS DETERMINED BY FOUND MONUMENTATION, RECORDED PLATS, RECORDED RIGHT OF WAY MAPS, AND INFORMATION OBTAINED ON THE LAKE COUNTY PROPERTY APPRAISERS WEB SITE. NO RIGHT OF WAY DOCUMENTATION WAS PROVIDED BY CLIENT.

DRMP

DESIGN & RECORD MAPS

DAVID R. MONTGOMERY, P.E.

94 LAKE BUENA VISTA BLVD., SUITE 200

ORLANDO, FLORIDA 32834

PHONE: (407) 285-2254 FAX: (407) 285-4935

DESIGN FOR FEE LICENSE NO. 66654

CITY OF MOUNT DORA

ENGINEERING DEPARTMENT

ROAD NO.

COUNTY

CITY PROJECT ID

LAKE

XXXX

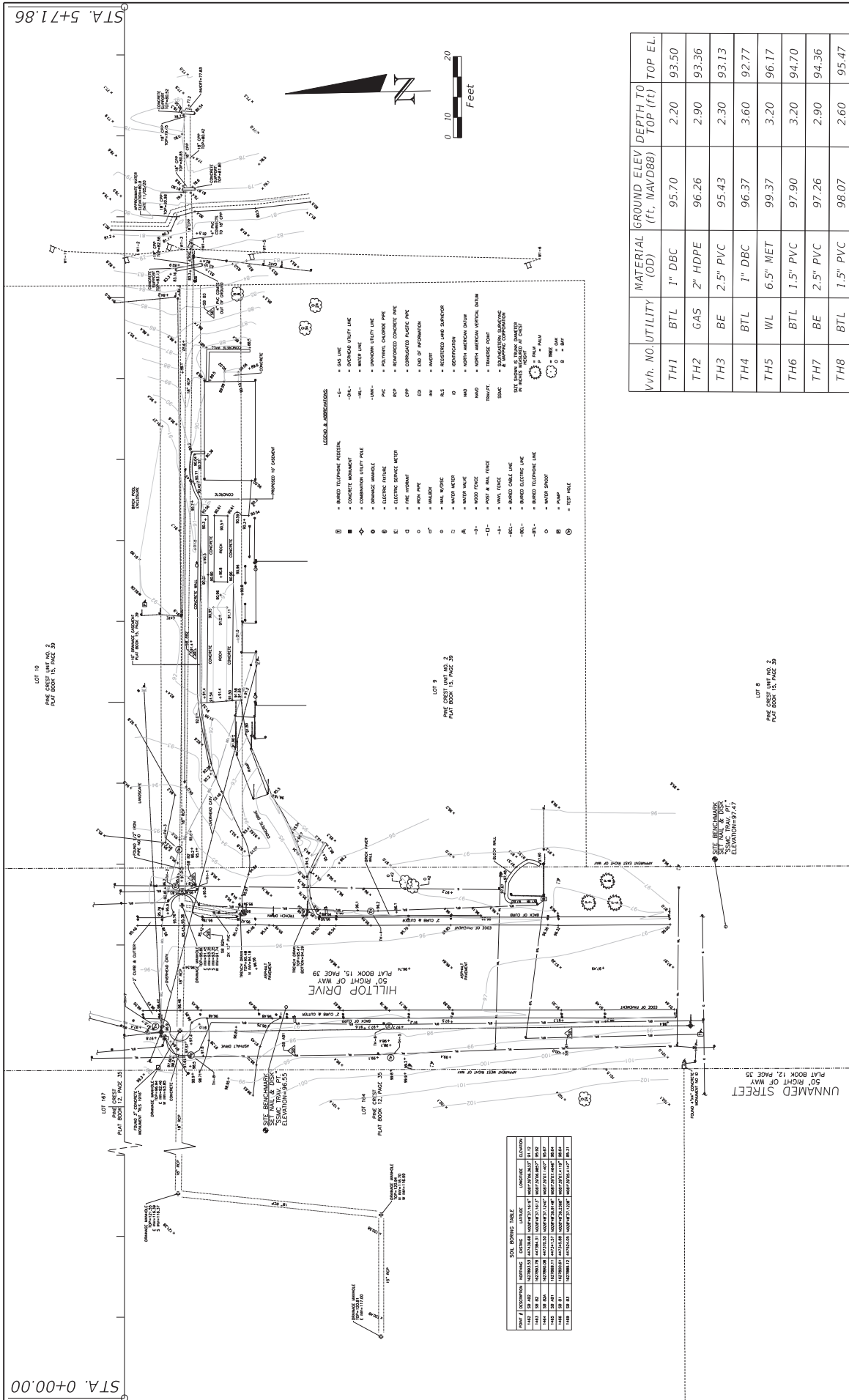
SUMMARY OF QUANTITIES/
GENERAL NOTES

SHEET NO.

3

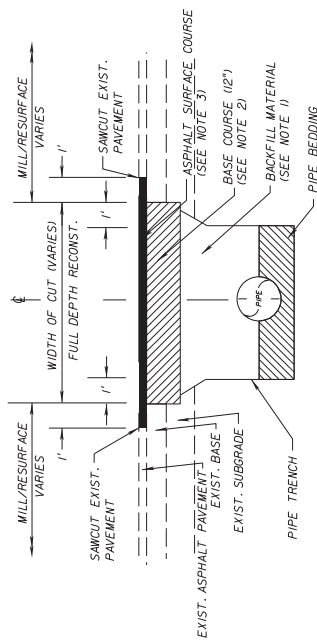
April 16, 2024 City Council Regular Session Agenda Packet

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Veh. No.	UTILITY	MATERIAL (OD)	GROUND ELEV (ft, NAVD88)	DEPTH TO TOP (ft)	TOP EL.
TH1	BTL	1" DBC	95.70	2.20	93.50
TH2	GAS	2" HDPE	96.26	2.90	93.36
TH3	BE	2.5" PVC	95.43	2.30	93.13
TH4	BTL	1" DBC	96.37	3.60	92.77
TH5	WL	6.5" MET	99.37	3.20	96.17
TH6	BTL	1.5" PVC	97.90	3.20	94.70
TH7	BE	2.5" PVC	97.26	2.90	94.36
TH8	BTL	1.5" PVC	98.07	2.60	95.47

[illegible]



- NOTES:
- 1) BACKFILL MATERIAL SHALL BE PLACED IN NO GREATER THAN 8" LIFTS UP TO 2' BELOW BASE. REMAINING LIFTS SHALL BE PLACED NO GREATER THAN 6" LIFTS. COMPACTION SHALL BE 98% OF MAXIMUM STANDARD PROCTOR DENSITY (17-88).
 - 2) LINEROCK BASE COURSE SHALL BE TWO TIMES THE EXISTING LINEROCK THICKNESS OR 12 INCHES MINIMUM, COMPACTED IN NO GREATER THAN 6 INCH LIFTS AT A DENSITY OF NOT LESS THAN 98 PERCENT OF THE MAXIMUM DENSITY OBTAINED USING THE STANDARD PROCTOR METHOD ON EACH LAYER (17-180). MINIMUM BEARING SHALL BE BASED ON AT LEAST OF 100.
 - 3) ASPHALT SURFACE COURSE SHALL MATCH EXISTING PAVEMENT THICKNESS OR 1.5-INCH MINIMUM

PIPE TRENCH DETAIL
N.T.S
FULL DEPTH RECONSTRUCTION
ASPHALTIC CONCRETE (11-112") (TYPE-SP 9.5) (TRAFFIC B)
LINEROCK BASE COURSE (12" MIN.)

				CITY OF MOUNT DORA ENGINEERING DEPARTMENT		SPECIAL DETAILS		SHEET NO.
				ROAD NO.		COUNTY	FINANCIAL PROJECT ID	6
				-		LAKE	XXXX	

DRMP
DESIGN & RECONSTRUCTION
941 N.W. 10TH AVE., SUITE 100
LAKE WORTH, FL 33460-1000
PHONE (407) 888-4334 FAX (407) 888-4334
CERTIFICATE OF AUTHORIZATION NO. 2648
DESIGN FOR TYPE LICENSE NO. 66854



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

DATE: April 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Approval of Task Authorization with American Grinding Company, LLC dba American Sidewalk Management for Sidewalk Inspection, Grinding, Removal, and Repairs

Introduction:

This is a request for approval of a task authorization with American Grinding Company, LLC dba American Sidewalk Management for sidewalk inspection, grinding, removal, and repairs.

Discussion:

Under this task authorization, the contractor will perform sidewalk inspection to identify problems needing repair. They will grind to level raised sidewalk edges in compliance with Americans with Disabilities Act (ADA) sidewalk safety requirements. Where repairs are practicable, they will make repairs. They will also remove and replace sidewalk sections that are damaged beyond repair. They will install tree root barriers when required by the City Arborist.

Work will begin along Park Forest Boulevard. When repairs are complete along Park Forest Boulevard, they will move to the Downtown District. After that, we will continue to add sidewalk locations that require attention based on the severity of damage until the funds are expended this fiscal year.

Budget Impact:

This work uses funds already available in the current fiscal year budget for sidewalk repair under GL#310-5555-580.63-01-PW2415.

Strategic Impact:

Objective 2.2. Enhance pedestrian safety-crosswalk & traffic-calming solutions
Objective 2.4. Sustain City Infrastructure

Recommendation:

Council approve the task authorization with American Grinding Company, LLC dba American Sidewalk Management for sidewalk inspection, grinding, removal, and repairs.

Attachment(s):

1. TaskAuthorization_2023-24_combined signed

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 - 4/5/2024
Approved - 4/10/2024
Approved - 4/10/2024
Final Approval - 4/10/2024

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between American Grinding Company, LLC dba American Sidewalk Management (Contractor) and the City of Mount Dora, approved under Agreement, dated April 2, 2024, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Name: Mount Dora Sidewalk Rehabilitation, Repair, and Replacement
Project Amount: \$94,000.00
Budget Account Number: GL#310-5555-580.63-01-PW2415
City Project Manager: Mark DeCosta
Contractor: American Grinding Company, LLC dba American Sidewalk Management
Contractor Project Manager: Jonathan Neeley

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

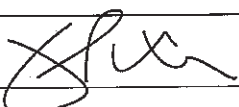
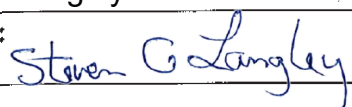
SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package shall include:</u>	
Exhibit A – Scope of Work Exhibit B – Sub-Contractors Exhibit C – Schedule Exhibit D – Compensation	
Recommended By:	
Print: Johnny Reynolds <u>GEORGE MAREK</u>	Date: <u>April 4, 2024</u>
Signature: 	
Reviewed By:	
Print: <u>George Marek</u>	Date: <u>April 4, 2024</u>
Signature: 	
CONTRACTOR ACCEPTANCE	
Print Name: Joel Van Veen	Print Name: Steven G. Langley
Signature: 	Signature: 
Date: April 5, 2024	Date: 4/5/24

Exhibit A – Scope of Work

Inspect, grind sidewalk deflections to meet Americans with Disabilities Act (ADA) requirements, repair damaged sidewalk sections, and remove and replace sidewalk sections that cannot otherwise be repaired.

Install tree root barrier if required by the City Arborist.

The Public Works Department will provide a set of maps and priority locations to initiate the project. Our project manager will communicate any changes to schedule that might result from unexpected sidewalk incidents. The City will coordinate with the Contractor in order to promote a smooth operation and prevent remobilization during a work day.

Start work on Park Forest Boulevard in the Country Club of Mount Dora subdivision. Upon completion of work on Park Forest Boulevard, proceed to commence work in the downtown district in the vicinity of Donnelly Street and 5th Avenue.

Exhibit B – Sub-Contractors

None

Exhibit C – Schedule

Work will commence with a pre-construction meeting following issuance of a purchase order.

The work will continue under this task authorization until the funds are exhausted.

Exhibit D – Compensation

Compensation is according to the rates and terms established in the attached Agreement dated April 2, 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 20 day of April, 2024.

CITY OF MOUNT DORA



CRISSY STILE
MAYOR of the City of Mount Dora,
Florida

ATTEST:



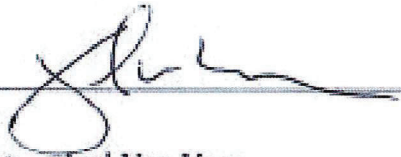
JEANANN HAND
CITY CLERK

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



Patrick Brackins
City Attorney

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

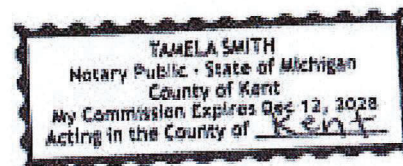


Exhibit “A”
Cooperative Contract between the
City of Orlando, FL and American Grinding Company, LLC
dba American Sidewalk Management and its exhibits



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

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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**).

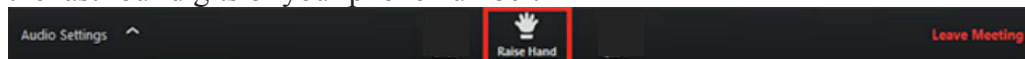
3. Join the virtual meeting

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.

INVITATON 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

[Signature]

JOSEFINE HOETZEL

[Signature]

Signature of Notary

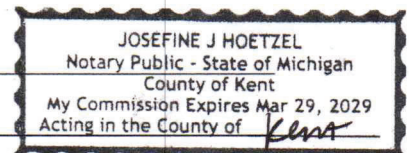
Notary Public, State of Michigan

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

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

County of

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

Josephine Hoetzel

Signature of Notary

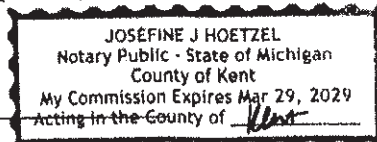
Notary Public, State of

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:

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.

Assistant City Attorney
ORLANDO, FLORIDA

Date: April 26, 2023

Procurement and Contracts Division

Page: 52

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. _____

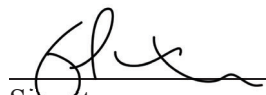
ADDENDUM ACKNOWLEDGMENT FORM:

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
INVITATION 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, Grinding, 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

PAUL SLOTSMA

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

Void after 7 years

9179215975

25-3
440

Pay To The CITY OF ORLANDO
Order Of:

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, 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**

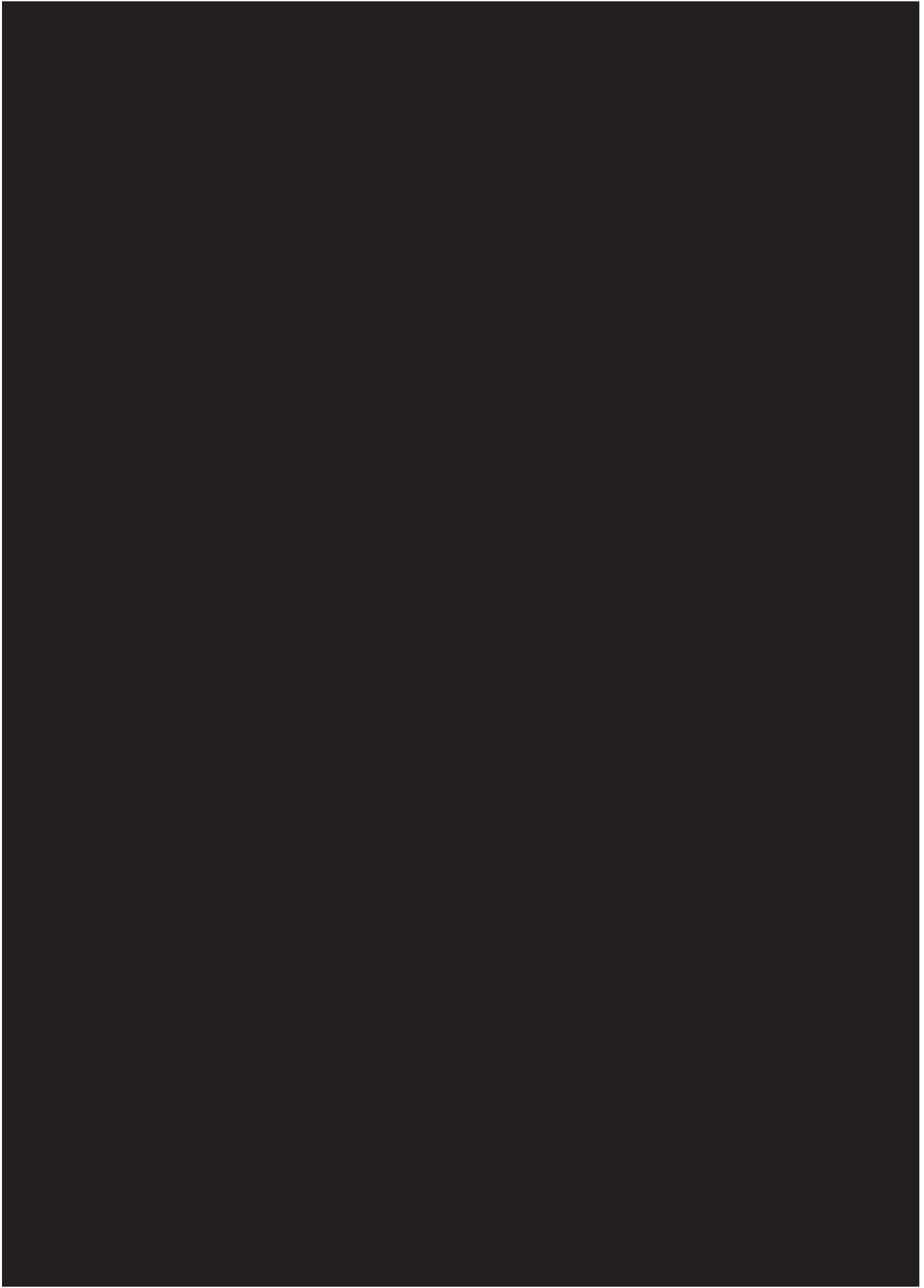
CONFIDENTIAL / TRADE SECRET

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 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Approval of Meeting Minutes

Introduction:

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

Discussion:

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

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council approve minutes as transcribed.

Attachment(s):

1. 04.02.2024.City Council Regular Session Minutes_DRAFT

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



**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION
MEETING MINUTES
April 2, 2024 6:00 p.m.
Mount Dora city Hall
510 N. Baker St., Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m., Mayor Stile called to order the regular session of the Mount Dora City Council in the City Hall council chamber.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

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

ROLL CALL

Members Present

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

Also Present

Vince Sandersfeld, Acting City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

PRESENTATIONS

1. Proclamation for Earth Day

Mayor Stile read the proclamation into the record. The Mount Dora Friends of the Environment presented awards to City Horticulturalist Robert Austin, Lewis Tree Service, and longtime volunteer Donna Shelley.

2. Certificate of Recognition for Lorraine Bowman

Mayor Stile read the Certificate of Recognition into the record, celebrating Mrs. Bowman's 75th birthday.

3. Wastewater Utility Impact Fee Study Status Report (Raftelis)

Mr. Henry Thomas from Raftelis presented information on the recently conducted Utility Impact Fee Cost Study. The PowerPoint related to Mr. Thomas's presentation is attached to the minutes as Exhibit A. Mr. Thomas answered questions from Councilmembers.

4. Mount Dora Fun Fact

Mayor Stile announced that Mount Dora High School's Marlene Straughan is one of the top three finalists statewide for Principal of the Year.

PUBLIC COMMENT

Mayor Stile opened public comment.

Michell Middleton, 112 East Fifth Avenue, spoke about a former City employee's hospitalization. She also announced that Harlow Middleton will be receiving a Lake County Community Service Award

Christine King-Harris, 402 Jackson Avenue, spoke about the mural at the MLK Center.

Mayor Stile closed public comment.

APPROVAL OF AGENDA

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

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

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

ACTION ITEMS

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

Mr. Sandersfeld described the location of the property. Deputy Planning Director Adam Sumner explained there would be no direct impact on the General Fund because Building Department funds would be used. Mr. Sumner described the elements that make this property a wise purchase for the City. It would be called the Development Services Center. He explained what work would need to be done, and the timeline for the City to be able to use the building. The purchase will add parking spaces to the City. The City would reroof, repaint, add signage and update ADA access. The building would be usable by the fall. Mr. Sumner pointed out the historic significance of the building. Staff recommends approval of the purchase agreement.

Mayor Stile opened public comment.

Josh Hemingway, 1177 East Fifth Avenue, suggested using the building for Council Chambers instead of being used for Planning and Building.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE REAL PROPERTY

PURCHASE AGREEMENT FOR 308 EAST 5TH AVENUE; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

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

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

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

Mr. Brackins read Resolution No. 2024-04 by title only.

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.

Mr. Sandersfeld described the property, which is on the east side of Donnelly Street. An earlier plat was never executed and subsequently expired. Three of the lots will be single family and the remaining three lots will be duplexes. The Planning Commission recommends approval. This approval will contribute to infill and redevelopment.

Mayor Stile opened public comment.

Christine King-Harris, 402 Jackson Avenue, spoke about the operations of the funeral home near the property.

Mayor Stile closed public comment.

Mr. Sandersfeld explained that the project and the property’s ownership are unrelated to the funeral home.

Lou Buigas, representing the applicant, West Construction, explained the timeline for construction and West’s plan to accommodate the neighbors on Fearon during the construction.

MOTION BY COUNCILMEMBER WALKER TO ADOPT RESOLUTION NO. 2024-04, NATHAN’S

CORNER PLAT; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

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

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.

Mr. Brackins read Ordinance No. 2024-08 by title only.

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.

Mr. Sandersfeld explained the reason for the ordinance. The Land Develop Code lists setbacks for certain roads for the purpose of leaving space for road widening. The current setback for Donnelly places an unnecessary burden upon redevelopment, since there are no plans to widen Donnelly. The only plan for Donnelly is resurfacing. There have been encouraging inquiries into development on Donnelly. This ordinance will give all of Donnelly south of Limit Avenue the standard setback requirement. The Planning and Zoning Commission recommends approval of this first reading. Staff also recommends approval.

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

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE FIRST READING OF ORDINANCE NO. 2024-08, AMENDMENT TO SECTION 3.5 OF THE LAND DEVELOPMENT CODE DONNELLY STREET SETBACK REQUIREMENTS; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES *Rolfson*
 Crail
 Cataldo
 Dawson
 Walker
 Bryant

Stile
NO *None*

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

Mr. Brackins read Ordinance No. 2024-09 by title only.

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.

Mr. Sandersfeld explained that one section of the City's current code allows the Fire Chief to elect for their pension to be drawn from the General Pension Fund, while a different section does not allow for it. This ordinance cures inconsistency in code provisions.

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

MOTION BY VICE-MAYOR CRAIL TO APPROVE THE 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; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

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

4. Request Adoption of **Resolution 2024-01**, Adoption of Cybersecurity Framework.

Mr. Brackins read Resolution No. 2024-01 by title only.

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.

Mr. Sandersfeld explained that each municipality of the size of the City of Mount Dora must adopt the standards in the resolution. Internet Technology Director Jason Marlar stated the City is already abiding by the standards being adopted by the resolution.

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

MOTION BY COUNCILMEMBER DAWSON TO ADOPT RESOLUTION NO. 2024-01, ADOPTION OF CYBERSECURITY FRAMEWORK; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

***YES Dawson
Cataldo
Rolfson
Walker
Bryant
Crail
Stile***

NO None

5. Request Adoption of **Resolution No. 2024-11**, Approving Fireworks Launch and closure of Grantham Point and Simpson Cove Docks on May 25, 2024, Corn Festival Event

Mr. Brackins read Resolution No. 2024-11 by title only.

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.

Mr. Sandersfeld explained the purpose of the resolution and provided information about the event, which will honor the heritage of agriculture. The event will be held later in the day to avoid the hottest hours during the season. This festival carries on the tradition of the Zellwood Corn Festival, which no longer occurs.

It was suggested the City receive feedback from the community regarding event scheduling.

Cultural and Special Events Manager Chris Carson spoke about how event-related noise would not adversely affect the community. The event does not violate the City's noise ordinance. Mr. Carson explained the benefits of the festival to the community. Fireworks costs and discounted admission fees for residents were discussed. Lake County is providing a portion of funding for the event. Councilmembers further discussed benefits to residents.

Mayor Stile opened public comment.

Ozell Ward, 318 East Jackson Avenue, asked how this festival would affect other festivals sponsored by the City, mentioning the Heritage Festival and Juneteenth. Mr. Ward spoke about conditions under which migrant farm workers worked. He suggested including the history of migrant workers and their impact on farming.

Joe Lewis, 148 Charles Avenue, spoke about the closing of boat ramps on holidays heavily associated with boating, such as Memorial Day, which is the holiday weekend during which the Corn Festival would take place.

Mr. Sandersfeld said he would address the boating impact.

Josh Hemingway, 1177 East Fifth Avenue, spoke about his dissatisfaction with the City's events plans.

Lynn Tacher, 8031 St. James Way, spoke about her dissatisfaction with some City events, voicing her favor for smaller, more local events. Ms. Tacher spoke about parking difficulties.

Christine King-Harris, 402 Jackson Avenue, spoke about the formulation of the funding for events.

Mayor Stile closed public comment.

Mr. Carson explained the boat launch will be open for the full day of the fireworks event. The fireworks launch conditions and dock closures are monitored through the Lake County Sheriff's Department.

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2024-11, APPROVING FIREWORKS LAUNCH AND CLOSURE OF GRANTHAM POINT AND SIMPSON COVE DOCKS ON MAY 25, 2024, CORN FESTIVAL EVENT; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

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

6. Request approval of **Resolution No. 2024-12**, Establishing a Charter Review ad hoc Committee

Mr. Brackins read Resolution No. 2024-12 by title only.

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.

Mr. Brackins spoke about the Charter Review process.

Councilmembers named their appointments to the ad hoc committee being assembled to perform the 2024 City Charter Review. The final report must be submitted by the second City Council meeting in June.

Councilmember Walker appointed Ozell Ward. Councilmember Rolfson appointed Lynn Tipton. Councilmember Cataldo appointed Gregg Joshua Hemingway. Mayor Stile appointed Keashawn "Kay" Volmar. Vice-mayor Crail appointed Francis "Frank" Kirwin. Councilmember Dawson appointed Adrian Coombes. Councilmember Bryant appointed Thomas Hudson.

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

MOTION BY COUNCILMEMBER WALKER TO ADOPT RESOLUTION NO. 2024-12, ESTABLISHING A CHARTER REVIEW AD HOC COMMITTEE; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

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

Councilmember Walker thanked those who volunteered to serve on the committee.

CITY MANAGER'S REPORT

Mr. Sandersfeld told Council that at the next regular Council meeting, he would present an update regarding the damaged cable boxes that are being repaired throughout the City.

CITY ATTORNEY'S REPORT

Mr. Brackins told Council there is no updated information on the AMCO Special Magistrate proceeding. A transcript had not yet been provided. Because of this delay, counsel from both sides requested and were granted a continuance. The deadline to submit proposed orders is now April

22nd, with the magistrate's order date to take place an estimated two to three weeks after that date.

Mr. Brackins provided information regarding publically noticed workshops and public hearings that, by Florida Statute, must take place if the City were to act upon the recommendations in the Raftelis impact fee study.

COMMUNICATIONS AND REPORTS

Councilmember Bryant spoke about his appreciation for the community.

Councilmember Cataldo commented favorably about a Mount Dora Police Officer who worked a recent event.

Councilmember Dawson spoke about a workshop to consider sunseting the CRA Advisory Committee. He requested a workshop to address parking issues in the City, and asked about the capacity status of the Community Solar program. Electric Utility Director/Acting Assistant City Manager Steve Langley provided statistics related to the program.

Councilmember Rolfson congratulated the Friends of the Environment award recipients, and Mrs. Lorraine Bowman, who had been recognized during presentations.

Vice-mayor Crail expressed appreciation for the Navy Jazz Ensemble concert, and congratulated those who coordinated the Easter Egg Hunt at the library.

The Vice-mayor asked Mr. Brackins about Form 6 resources. Mr. Brackins stated their firm is of the opinion that CPA assistance to complete the form is reimbursable.

Mayor Crissy Stile spoke favorably about the Navy concert. She announced the Supervisor of Elections Office open house on April 13th, and spoke favorably about Mount Dora Police Officer Brandon Buzard's swearing in the day before the Council meeting.

ADJOURNMENT

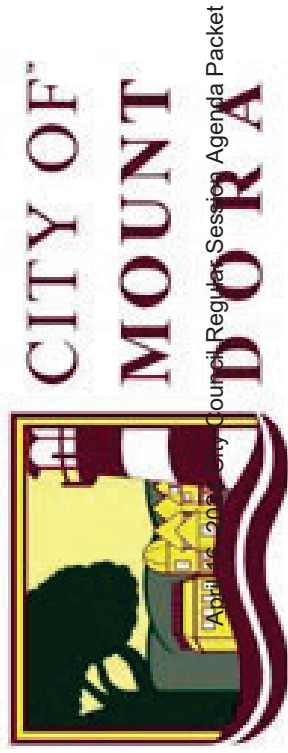
MOTION BY COUNCILMEMBER ROLFSON TO ADJOURN; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 8:02 p.m.

EXHIBIT A

CITY OF MOUNT DORA
Sewer Connection Fee Study

4/2/2024



Study Background

Prior Study

- Previous Study Conducted in 2019
- Fees Implemented January 1, 2020
- Current Sewer Connection Fee of \$4,215.00 per Unit

Drivers of Current Study

- Significant Growth – Need for Additional Capacity
- Increasing Cost of Capital Improvement Projects
 - General Industry Trend of Significant Increases in Capital Improvement Project Costs

Connection Fee Background

Connection Fees

- Designed to Recover Treatment and Backbone Transmission Capacity Related Capital Costs
 - Driven by Growth
- Fees Only Charged to New Development
 - “Growth Pays for Growth”
- Provides Additional Financial Resources to Enterprise Fund and Reduce Burden on Existing Rate Payers

Connection Fee Background (Cont.)

The Basis for Connection Fees and Related Criteria Have Been Developed Under Florida Statutes and Case Law

- Dual Rational Nexus
 - Relate Capital Needs to Growth
 - Relate Capital Expenditures to Growth
- Revenue-Producing Ordinance
- Maintain Separate Accounting
- 90 Day Grace Period (Adopted to Effective Date)

Connection Fee Study Tasks

Update Sewer Connection Fees

- Analyze Existing Investment in Wastewater System
 - Net of Contributions, Retirements, and Grant Funding
- Review and Incorporate Proposed Capital Plan
 - Significant Cost Increases Since Last Study
- Review Existing and Proposed System Capacities
- Develop Proposed Sewer Connection Fees

Major Assumptions

\$48.7 Million in Wastewater Utility Assets

- 2.75 MGD in Treatment Capacity
- \$11.8 Million Excluded as Misc. Equipment, Non-Backbone Collection Lines

\$177.3 Million in Wastewater 5-Year CIP

- \$143.2 Million Recognized in Fee Calculation
- \$34.1 Million Excluded as R&R, Misc. Equipment, Non-Backbone Collection Lines
- 3.25 MGD in Additional Treatment Capacity
- Major Projects (\$139.3 Million):
 - New WWTP#2 Plant
 - New WWTP#3 Plant

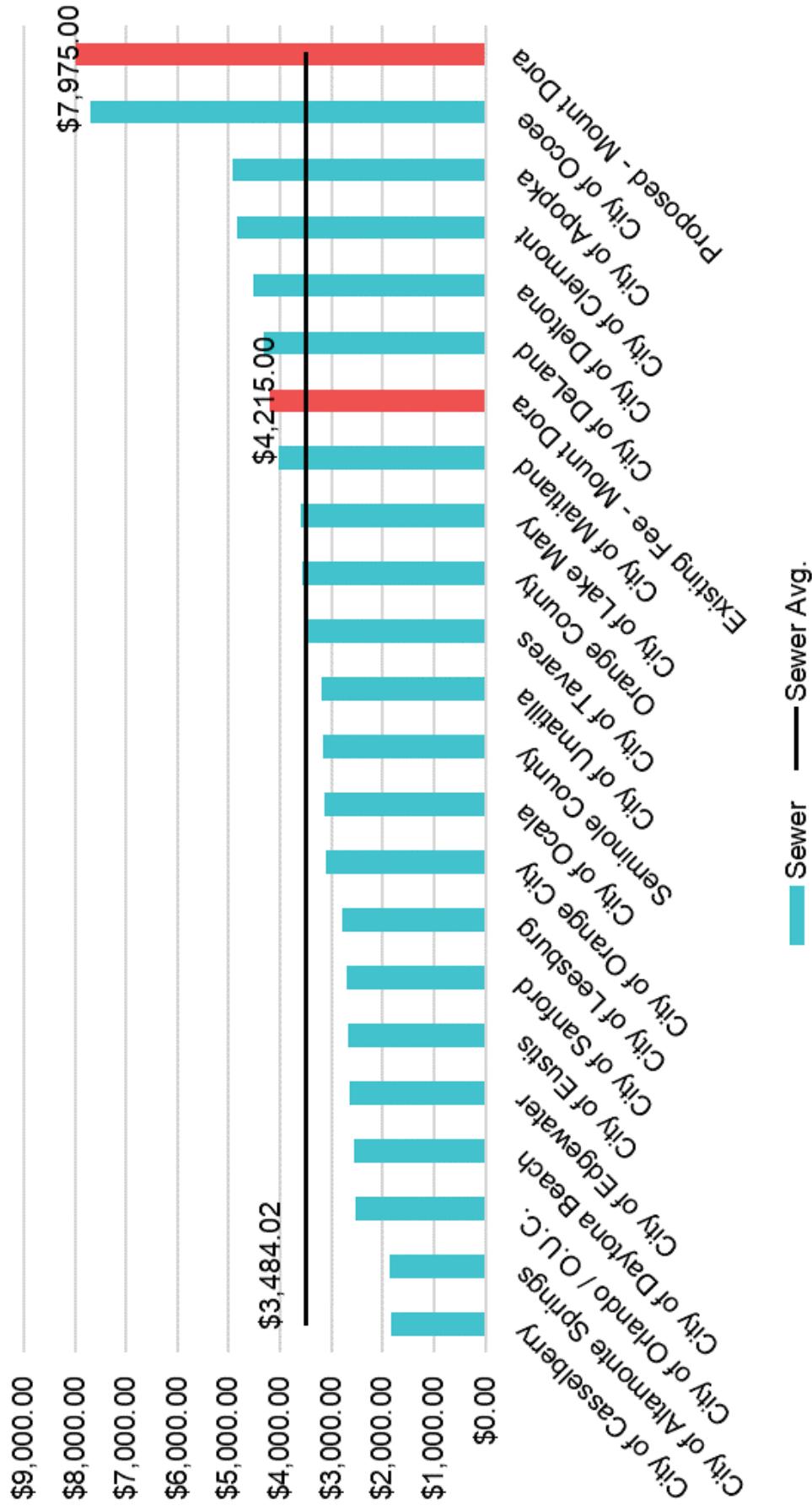
Existing and Proposed Sewer Fees

<u>Description</u>	<u>Level of Service</u> (Per ERU)	<u>Cost Per Gallon</u> of Capacity	<u>Total</u> <u>Connection Fee</u>
<u>Existing Fee:</u>			
Sewer	300 GPD	\$14.05	<u>\$4,215.00</u>
<u>Proposed Fees:</u>			
Sewer	225 GPD	\$35.44	<u>\$7,975.00</u>
\$ Increase / (Decrease)			<u>\$3,760.00</u>
% Increase / (Decrease)			89.21%

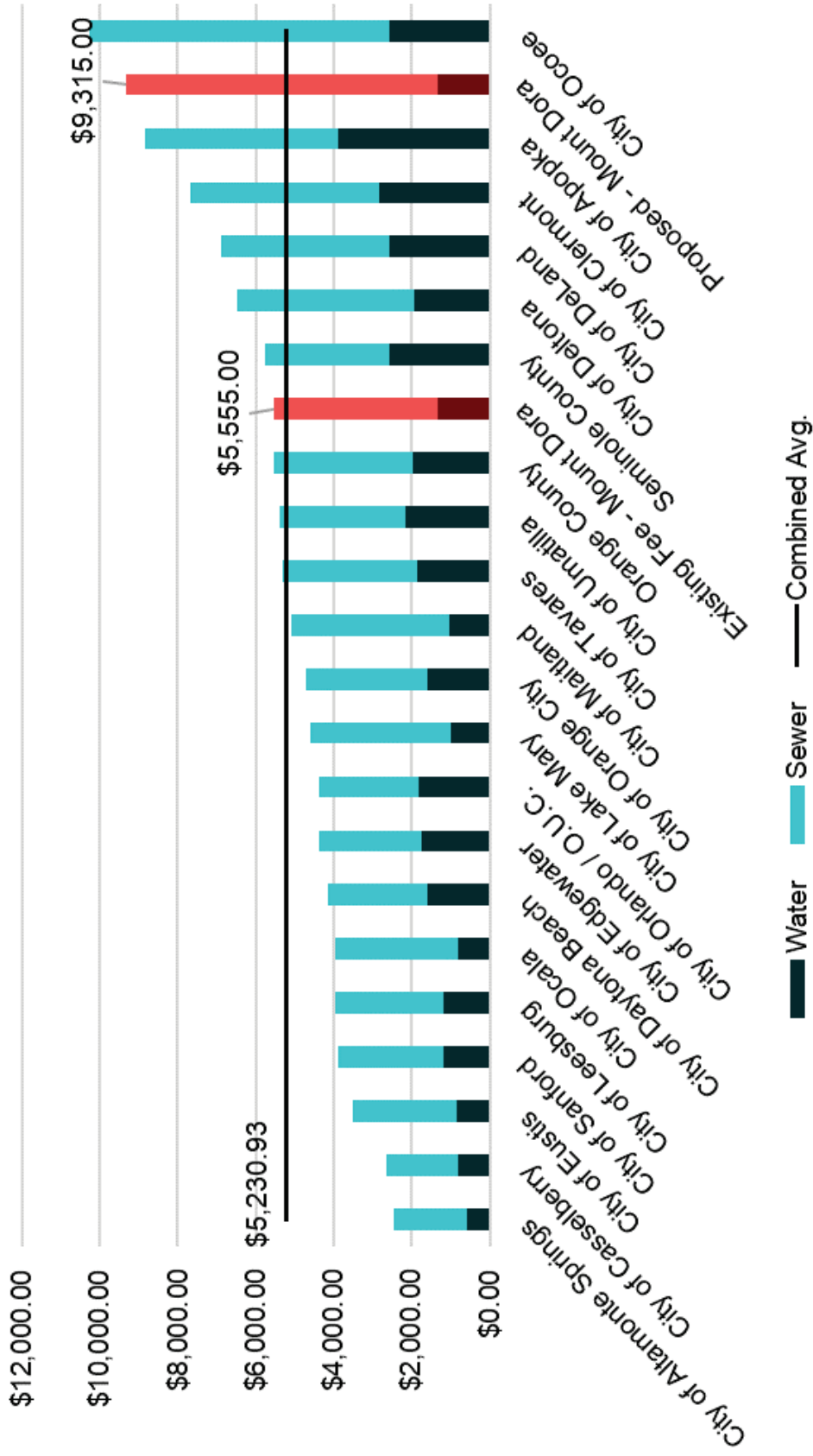
Existing and Proposed Combined Fees

<u>Description</u>	<u>Level of Service</u> (Per ERU)	<u>Cost Per Gallon</u> of Capacity	<u>Total</u> <u>Connection Fees</u>
<u>Existing Fees:</u>			
Water	300 GPD	\$4.47	\$1,340.000
Reclaimed Water	400 GPD	\$1.25	\$500.00
Sewer	300 GPD	\$14.05	<u>\$4,215.00</u>
Total			\$6,055.00
<u>Proposed Fees:</u>			
Water (No Change)	300 GPD	\$4.47	\$1,340.00
Reclaimed Water (No Change)	400 GPD	\$1.25	\$500.00
Sewer	225 GPD	<u>\$35.44</u>	<u>\$7,975.00</u>
Total			\$9,815.00
\$ Increase / (Decrease)			\$3,760.00
% Increase / (Decrease)			62.10%

Sewer Connection Fee Comparison



Combined Water and Sewer Connection Fee Comparison



Recommendations and Conclusions

- Adopt the Proposed Sewer Connection Fees
 - Phased-In Implementation per Florida Statutes
 - Alternatively, Full Implementation Based Upon Extraordinary Circumstances

Recommendations and Conclusions

Cont.

- Increase in Fee Related to:
 - Increase in Capital Treatment and Transmission Costs
 - Significant increase in Growth
- Review Fees Periodically
 - Development Trends
 - Capital Needs
 - Level of Service Requirements
- 90 Day Grace Period From City Approval Date to Effective Date



Discussions & Questions



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

DATE: April 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Approval of Task Authorization with Faden Builders Inc. for Renovation of Fire Station 34 Apparatus Bays

Introduction:

This is a request for City Council to approve a task authorization with Faden Construction Inc. to renovate the existing Apparatus Bays at Fire Station #34. This is the first stage in a total renovation of Fire Station #34.

Discussion:

In October 2022, City Council voted not to build a new replacement Station #34 on Limit Avenue, but to renovate the existing Station #34. This task authorization is stage one for the total renovation of Station #34. This will be to renovate the current apparatus bays. The current apparatus bays have not had any renovation since construction of the Station in 1993. The renovation will consist of new bay doors, new paint, new exhaust ventilation system, new heaters, HVAC in PPE room, HVAC in EMS/Supply room, new PPE extractor, new washer/dryer, new lighting, and removal of old rail system in ceiling.

Budget Impact:

This renovation is budgeted under GL# 310-5555-580.62-34-FA2407. Construction is anticipated to occur in FY23/24 budget year. Total Cost \$464,995.

Strategic Impact:

Public Safety – Fire

Recommendation:

City Council approve task authorization with Faden Builders Inc. for renovation of Fire Station #34 Apparatus Bays.

Attachment(s):

1. 04.16.2024.TA.Faden.Attachment #1.Reso No. 2020-24 Approval of Pre-Construction Services Agreements for Construction Manager at Ris (CMAR) Services fo
2. Faden Builders Task Authorization.SGS

Prepared by:	HOUSE, ANGELA F	HOUSE, ANGELA F, Fire Administrative Coordinator	
Reviewed by:	Joseph Hightower, Fire Chief		Approved - 4/10/2024
	Aneta Barton, Budget Director		Approved - 4/10/2024
	City Attorney, City Attorney		Approved - 4/10/2024
	Jeanann Hand, City Clerk		Approved - 4/10/2024
	Vince Sandersfeld, Acting City Manager		Final Approval - 4/10/2024

ATTACHMENT #1

RESOLUTION NO. 2020-24

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR CITYWIDE PROJECTS LESS THAN TWO MILLION DOLLARS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has competitively solicited for construction manager at risk services for Citywide projects which are less than Two Million Dollars, pursuant to the City's Purchasing Policy and RFQ-19-GS-018; and

WHEREAS, the evaluation committee ranked the proposals during the selection process and Evergreen Construction Group of Florida, LLC, Faden Builders, Inc., and Wharton-Smith, Inc., were deemed to be the most responsive, responsible and qualified firms to provide construction manager at risk services on an as needed basis for Citywide projects which are less than Two Million Dollars as contemplated by RFQ-19-GS-018; and

WHEREAS, on September 19, 2019, pursuant to Resolution 2020-137, the City authorized negotiations with Evergreen Construction Group of Florida, LLC, Faden Builders, Inc., and Wharton-Smith, Inc., for construction manager at risk services for Citywide projects which are less than Two Million Dollars; and

WHEREAS, the City has successfully negotiated contracts with Evergreen Construction Group of Florida, LLC, Faden Builders, Inc., and Wharton-Smith, Inc., and has determined that it is in its best interest to approve the execution of the same.

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.

Resolution No. 2020-24

1 of 6

ATTACHMENT #1

SECTION 2. Approval of Agreement and Authorization to Execute.

A. The Agreement with Evergreen Construction Group of Florida, LLC, attached hereto as **Exhibit "A"** is approved and the Mayor, or designee thereof, is authorized to execute the same.

B. The Agreement with Faden Builders, Inc., attached hereto as **Exhibit "B"** is approved and the Mayor, or designee thereof, is authorized to execute the same.

C. The Agreement with Wharton-Smith, Inc., attached hereto as **Exhibit "C"** is approved and the Mayor, or designee thereof, is authorized to execute the same.

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

SECTION 4. Savings Clause. All prior actions of the City pertaining to the solicitation for construction manager at risk services for Citywide projects which are less than Two Million Dollars, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

Signatures on Following Page

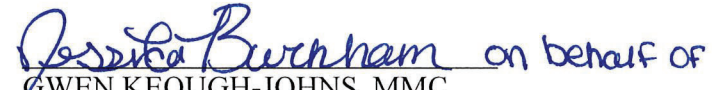
ATTACHMENT #1

PASSED AND ADOPTED this 7th day of April, 2020.



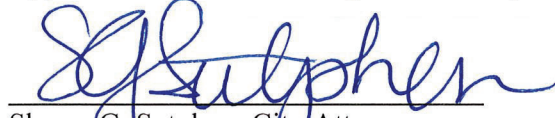
CATHERINE T. HOECHST,
MAYOR of the City of Mount Dora, Florida

ATTEST:



on behalf of
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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



Sherry G. Sutphen, City Attorney

ATTACHMENT #1

Exhibit "A"

Agreement with Evergreen Construction Group of Florida, LLC
for construction manager at risk services on an as-needed basis
for Citywide projects which are less than Two Million Dollars
RFQ-19-GS-018

Resolution No. 2020-24
4 of 6

ATTACHMENT #1

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT 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, the Community Redevelopment Agency of the City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757, the Northeast Community Redevelopment Agency of the City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter singly and collectively referred to as "Owner" and Evergreen Construction Management, Inc., 30941 Suneagle Drive, Mount Dora Florida 32757, hereinafter "Construction Manager".

ARTICLE I THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

The Construction Manager accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish its best skill and judgment and to cooperate with the Architect-Engineer in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and use its best efforts to complete the various City project(s) in the soundest and most expeditious and economical manner, consistent with the interests of the Owner.

I.1 The Construction Team:

The Construction Manager, the Owner and the Architect-Engineer, called the "Construction Team", shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required related to the Project. The Architect and the Construction Manager shall communicate through the Owner, except as may otherwise be provided in this Agreement or when direct communications have been specifically authorized by the Owner. The Construction Manager shall copy the Owner on all correspondence sent to or received from the Architect or any of its consultants of which the Owner was not copied.

The specific representatives of the Construction Team shall be established at the time of approval of each Task Authorization.

I.2 Extent of Agreement:

This Agreement for pre-construction and construction management services for the Project, between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements. The City will from time to time issue a Task Authorization to the Construction Manager, in the form attached hereto as **Exhibit "A"**, for individual City projects which may include either pre-construction and construction management services or construction management services only. If pre-construction services are required as part of a Project, an initial Task Authorization will be issued by the City Manager if the cost of the pre-construction services is within the City Manager's purchasing authority. Thereafter, once the drawings, specifications and other descriptive

ATTACHMENT #1

documents for the Project are complete, an Amendment to Task Authorization in the form attached hereto as **Exhibit "B"**, will be issued following approval by the City Council of the guaranteed maximum price (GMP) for the specific construction management work to be completed for the Project. In the event pre-construction services exceed the City Manager's purchasing authority, a Task Authorization for the pre-construction services will be issued on the appropriate form, following approval of the same by the City Council. Thereafter, once the drawings, specifications and other descriptive documents for the Project are complete, an Amendment to Task Authorization, which shall include the GMP for the specific construction management work to be completed for the Project, shall be issued on the appropriate form following approval by the City Council. In the event pre-construction services are not required for a Project, once the drawings, specifications and the other descriptive documents for a Project have been approved, a Task Authorization will be issued following approval of the GMP for the Project by the City Council. To expedite the preparation of the GMP Amendment by the Owner, the Construction Manager shall obtain two (2) sets of dated drawings, specifications and other documents upon which the GMP is based from the Architect-Engineer via the Owner. The Construction Manager shall acknowledge on the face of each set of drawings, that it is the set upon which the GMP is based. Thereafter one set of the documents shall be sent to the Owner along with the GMP proposal. This Agreement shall not be superseded by any provisions/revisions of the documents for construction and may be amended only by written instrument signed by both Owner and Construction Manager.

- 1.3 **Definitions:** The following definitions shall be applicable to this Agreement. Any words which are not set forth below but are found capitalized throughout this Agreement shall have the meanings established in the various Articles and/or Sections of this Agreement:

Architect-Engineer - To be determined by the Owner as applicable for each separate Project for which a Task Authorization is issued.

Construction Documents - This Contract, the Drawings, Specifications and related Construction Documents or any other documents incorporated herein by reference.

Construction Manager – Evergreen Construction Group of Florida, LLC

Estimate - The Construction Manager's latest estimate of probable project construction costs

Final Completion - The following items have been completed or satisfied:

1. Construction of the Project is totally complete, including all work on the Contract Documents and certified as such by the Owner and Architect.
2. The Project is suitable for full use and occupancy as determined by the Owner and Architect.

ATTACHMENT #1

3. All Punch List items have been completed or otherwise disposed of or accounted for to the Owner's satisfaction and approval.
4. A Final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.
5. Final executed Releases of Lien have been delivered to the Owner by Construction Manager.

General Conditions - Those items that are not specific to any trade and are required for the construction of the Project. Examples of General Conditions items include daily cleanup and safety rails.

Owner - City of Mount Dora, a municipal corporation of the State of Florida, on behalf of itself, the Community Redevelopment Agency of the City of Mount Dora (CRA) pursuant to Resolution 2020-24 (CRA) and the Northeast Community Redevelopment Agency of the City of Mount Dora (Northeast CRA) pursuant to Resolution 2020-24 (Northeast CRA).

Owner's Representative - The Owner's Representative is its Construction Project Manager, who is Chet Cramer, or such other individual designated, in writing, by the City Manager.

Project - The Project shall mean the total work to be performed under each Task Authorization, or Amendment thereto, issued pursuant to this Agreement. The Project may consist of pre-construction planning, design and permitting services, as well as construction and code inspection services for various construction projects which do not exceed Two Million Dollars in total construction costs.

Punch List - List of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance/completion.

Substantial Completion Date - The date, certified by the Architect, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the Owner can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use. Additionally, complete all items referred to as necessary for Substantial Completion.

Task Authorization or Amendment to Task Authorization - The document issued to the Construction Manager which sets forth the service expectations, schedules, pricing/GMP, construction team and subcontractors for a specified Project.

ATTACHMENT #1

1.4 Owner's Construction Budget:

Owner's funds budgeted and requested for construction of the Project: The Owner's Construction Budget for each Project is Two Million Dollars or less, including all preconstruction services, Construction Manager fees, costs of the work and the Owner's and Construction Manager's construction and interface contingencies as defined in Articles 8 and 9. This acknowledgment of the Owner's budgeted funds is not to be construed as the Construction Manager's Guaranteed Maximum Price. A Guaranteed Maximum Price will be offered by separate documentation as outlined in Article 7.

ARTICLE 2 **CONSTRUCTION MANAGER'S SERVICES**

The services which the Construction Manager shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

2.1 Project Management Information System (PMIS):

1. General:

- A. Commencing immediately after contract award, the Construction Manager shall implement and shall utilize throughout the life of this Contract all subsystems of the Project Management Information System hereinafter referred to as PMIS.
- B. The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the Owner and the Architect-Engineer monthly.
- C. If requested by the Owner, the Construction Manager shall conduct a comprehensive workshop for participants designated by the Owner and additional seminars as required, to provide instruction. This workshop and the seminars shall facilitate each participant's and the Owner's representatives' use and understanding of PMIS; shall support, in-part, the function of organizing in concert with the Architect-Engineer for the design and construction of the Project; and shall establish, with the full concurrence of the Owner and the Architect-Engineer, procedures for accomplishing the management control aspect of the Project.
- D. The PMIS shall be described in terms of the following major subsystems:
 - 1. Narrative Reporting, on a monthly basis,

ATTACHMENT #1

2. Schedule Control, on a monthly basis,
3. Cost Control, and estimating,
4. Project Accounting,
5. Accounting and Payment, and
6. Action Reports.

2. Narrative Reporting Subsystem:

- A. The Construction Manager shall prepare written reports as described hereunder. No other PMIS narrative reports shall be required. All reports shall be in 8.5" X 11" format, unless directed otherwise by the Owner.
- B. The Narrative Reporting Subsystem shall include the following reports:
 1. Monthly Executive Summary - which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by any permitting authority.
 2. Monthly Cost Narrative - describing the current construction cost estimate status of the Project.
 3. Monthly Scheduling Narrative - summarizing the current status of the overall project schedule. This report shall include an analysis of the various project schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.
 4. Monthly Accounting Narrative - describing the current cost and payment status of the entire project. This report shall relate current encumbrances and expenditures to the budget allocations.
 5. Monthly Construction Progress Report - summarizing the work of the various subcontractors during the construction phase. This report shall include information from the weekly job site meetings, as applicable, such as general conditions, long lead supplies, current deliveries, safety and labor relations programs permits, construction problems and recommendations and plans for the succeeding month.
 6. Daily Construction Diary - during the construction phase describing events and conditions on the site.

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- C. The reports outlined above shall be bound with applicable computer reports and submitted monthly during design and construction phases and shall be current through the end of the preceding month. Copies shall be transmitted to the Owner and the Architect-Engineer and others as designated by the Owner's Representative with the monthly pay requisition. Additional copies of the report outlined above shall be bound separately and distributed monthly as directed by the Owner's Representative.
 - D. The report outlined in Article 2.1(2)(B)(6) above shall be maintained at the site available to the Owner and Architect-Engineer. A bound copy of the complete Daily Construction Diary shall be submitted to the Owner at the conclusion of the Project
3. Scheduled Control Subsystem:
- A. Master Project Schedule - Within thirty (30) days of award of this Agreement, the Construction Manager shall submit, to the Owner for approval, a master project schedule covering the planning and design approvals, construction and Owner occupancy of the Project. This schedule shall serve as the framework for the subsequent development of all detailed schedules. The master project schedule shall be produced and updated monthly throughout the project. Revisions, activity additions, activity deletions and/or logic changes to the Master Project Schedule, or any other schedule previously approved by the Owner, shall not be made without the Owner's approval.
 - B. Within thirty (30) days after the date of the Owner's issuance of a Notice to Proceed with construction, the Construction Manager shall prepare and submit for approval, to the Owner's Representative, a construction schedule in quadruplicate with sufficient detail to graphically depict the activities contemplated for completion of the Project and which shows the sequence that the Construction Manager proposes for each such activity to occur and the duration (dates of commencement and completion, respectively) of each such activity. The Owner shall determine whether the construction schedule developed and submitted by the Construction Manager meets the requirements stated herein and thereafter such determination shall be binding on the Construction Manager. Failure of the Construction Manager to develop and submit a construction schedule as set forth hereinabove shall be sufficient grounds for the Owner to find the Construction Manager in substantial default and certify that sufficient cause exists to terminate the contract or to withhold payment to the Construction Manager until a schedule acceptable to the Owner is submitted.
 - C. During the period of time required to finally complete the Project, at the end of each such calendar month or at such earlier intervals as circumstances may require, the Construction Manager shall update the construction

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schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule and all updates thereto as reflected in the updated construction schedule last submitted. Each such update to the construction schedule shall be submitted to the Owner in duplicate. Failure of the Construction Manager to update, revise and submit the construction schedule as set forth herein shall be sufficient grounds for the Owner to find the Construction Manager in substantial default, and certify that sufficient cause exists to terminate the Contract or to withhold payment to the Construction Manager until a schedule or schedule update acceptable to the Owner is submitted. No revisions, activity additions, activity deletions or logic changes shall be made without the Owner's approval, which shall not be unreasonably withheld.

- D. When required by the Owner, the Construction Manager shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:
1. Subcontractor Construction Schedules - Upon the award of each sub-contract, the Construction Manager shall jointly, with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, shop drawing schedules and material delivery schedules.
 2. Occupancy Schedule - The Construction Manager shall jointly develop with the Architect-Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.
- E. All schedules will be provided to the Owner in an electronic format acceptable to the Owner. The Construction Manager will provide the Owner with the appropriate software, if necessary, to read the data. The cost of providing the licenses and software shall be part of the cost of construction and included as part of Article 9, Direct Costs of the Project.

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4. Budget Control Subsystem:

The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the Project requirements, needs, materials, equipment and systems by building and site elements so that construction will be completed at a cost which, together with all other Project costs, will not exceed the maximum total Project budget. Requirements of this subsystem include the following submissions at the following phases of the project:

Estimates - Prior to the start of pre-construction services, the requirement of the following estimates will be determined by the Owner:

- A. Completion of Schematic Documents.
- B. Completion of fifty percent (50%) Design Development Documents.
- C. Completion of one hundred percent (100%) Design Development Documents.
- D. One hundred percent (100%) GMP Estimate - When the Construction Documents are sufficiently complete enough to establish the GMP.

5. Project Accounting Subsystem:

The operation of this subsystem shall enable the Construction Team to monitor and control the funds available for the Project, cash flow, costs, change orders, payments and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, amounts payable and to plan effectively. This subsystem will be produced and updated monthly and includes the following reports, which together will serve as a basic accounting tool and an audit trail. This report will also provide for accounting by building and site element.

- A. Cost Status Report - presenting the budget, estimate and base commitment for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.
- B. Payment Status Report - showing the value in place, both current and cumulative, the amount invoiced (both current and cumulative), the amount retained, the amount payable (both current and cumulative) and the balance remaining. A summary of this report shall accompany each pay request.
- C. Detailed Status Report - showing the complete activity history of each item in the Project accounting structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and

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approved dates and proposed and approved dollar amounts. Pending or rejected change orders shall also be shown.

- D. Cash Flow Diagram - showing the projected accumulation of cash payments against the project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.
- E. Job Ledger - shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The Job Ledger will be used to provide construction cost accountability for general conditions work, on-site reimbursable expenses and costs requiring accounting needs.

2.2 Project Manual:

When directed by the Owner, the Construction Manager shall provide the following:

- 1. Upon issuance of a Task Authorization, the Construction Manager shall develop a draft comprehensive Project Manual describing the services set forth in this Contract for Owner's approval, providing a plan for the control, direction, coordination and evaluation of work performed, including identification of key personnel, responsibilities of Construction Manager, responsibilities of Owner and responsibilities of the specified Architect-Engineer, work flow diagrams and strategy for bidding the work. The Project Manual shall be updated as necessary with the Owner's approval throughout the design, construction and Owner occupancy phases. Two copies of the Project Manual and any updates shall be submitted to the Owner and Architect-Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the Owner and the Architect-Engineer.
- 2. Contents of Project Manual - The Project Manual shall describe in detail the procedures for executing the work and the organizations participating. The Project Manual shall include as a minimum the following sections:
 - A. Project Definition - The known characteristics of the project or sub-projects shall be described in general terms which will provide the participants a basic understanding of the project or sub-projects.
 - B. Project Goals - The schedule, budget, physical, technical and other objectives for the Project shall be defined.
 - C. Project Strategy - A narrative description of the Project delivery methods being utilized to accomplish the project goals shall be listed.
 - D. Project Work Plan - A matrix display of the program of work to be performed by the Construction Manager, the Architect-Engineer and the Owner during each phase of the Project.

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- E. Project Organization - A summary organization chart showing the interrelationships between the Owner, the Construction Manager and the Architect-Engineer, and other supporting organizations and permitting review agencies. Detailed charts shall be included, one each for the Construction Manager, the Architect Engineer and the Owner, showing the organizational elements participating in the Project.
- F. Responsibility Performance Chart - A detailed matrix showing the specific responsibilities and interrelationships of the Owner, the Architect Engineer, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the project. The Construction Manager shall develop a similar chart for the personnel within his own organization who are assigned to the project, and also for the personnel of the Owner and the Architect-Engineer from data supplied by each.
- G. Flow Diagrams - Charts displaying the flow of information and the decisional process for the review and approval of shop drawings, submittals, progress and change orders.
- H. Written Procedures – Procedures for communications and coordination required between Construction Team members throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews and other necessary communications.

2.3 Design and Review and Recommendations:

The Construction Manager shall perform the services described in this Article. The services to be provided herein constitute the Pre-construction phase services. The parties acknowledge the Construction phase may commence before the Pre-construction phase is completed, and to a certain extent both phases may proceed concurrently.

- 1. Preliminary Evaluation - The Construction Manager shall provide a preliminary evaluation of the Owner's Project and Project budget requirements, each in terms of the other.
- 2. Consultation - The Construction Manager will jointly schedule and attend regular meetings with the Owner and Architect. The Construction Manager will consult with the Owner regarding site use and improvements, and the selection of materials, building systems and equipment. The Construction Manager will provide recommendations on construction feasibility; actions designated to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible economies.

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3. Phased Construction - The Construction Manager shall make recommendations to the Owner regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Project, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities, if applicable.
4. Review Reports - Within thirty (30) days after receiving the Construction Documents for each phase of the Project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Articles 2.3(1) and 2.3(2) above and on factors set out in Article 2.3(7) below. Promptly after completion of the review, the Construction Manager shall submit to the Owner, with copies to the Architect-Engineer, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as may be deemed appropriate, and all actions taken by the Architect-Engineer with respect to same, any comments deemed to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2.3(7).

THE CONSTRUCTION MANAGER SHALL WARRANT, TO THE BEST OF THE CONSTRUCTION MANAGER'S KNOWLEDGE, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. THE CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.

The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and Owner's professional consultants. Construction Manager shall not assume in anyway the responsibilities of the Architect, in particular, the responsibility of assuring that the drawings and specifications, which shall be identified for each Project prior to the time the GMP is determined, are in accordance with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations; however, if the Construction Manager recognizes that portions of the Drawings and Specifications are inconsistent with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations, the Construction Manager shall promptly notify the Architect and the Owner, in writing.

5. Long Lead Procurements - The Construction Manager shall review the design for the purpose of identifying long lead procurement items such as machinery, equipment, materials and supplies. When each item is identified, the Construction Manager shall notify the subcontractors, the Owner and the Architect-Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected sub-contracts. The Construction

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Manager shall keep himself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise Owner and Architect-Engineer of any problems or prospective delay in delivery. The Construction Manager may recommend to the Owner a schedule for procurement of the long-lead time items, which will constitute part of the work, as required to meet the Project Schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall assist in expediting the delivery of long-lead time items.

6. Separate Contracts Planning - Without assuming any design responsibilities, the Construction Manager shall review the design with the Architect-Engineer and make recommendations to the Owner with respect to dividing the work in such manner as will permit the Construction Manager to take bids and award separate construction sub-contracts on the current schedule while the design is being completed. He shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner.
7. Interfacing -
 - A. The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the General Conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors.
 - B. Without assuming any design responsibilities of the Architect-Engineer, the Construction Manager shall include in the reports required under Article 2.3(4) comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Owner and Architect-Engineer may arrange for necessary corrections.
8. Job-Site Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Manager and the Owner's

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representatives and the Architect-Engineer to perform their respective duties in the management, inspection, and supervision of construction.

Tangible personal property otherwise referred to as job-site facilities, include but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Project. The method of acquiring such job-site facilities, which are planned to become the property of the Owner at the conclusion of the Project, shall be evaluated based on cost over the life of the Project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive over the usage life of the item. The Construction Manager shall present his evaluation with recommendation to the Owner for approval.

When the Construction Manager wishes to supply job-site facilities from his own equipment pool, he shall first evaluate buy versus lease as discussed in the paragraph above. If leasing is found to be the least expensive approach, then he may lease such job-site facilities from his own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained.

For all such facilities purchased, which are to become the property of the Owner at the conclusion of the project, the Construction Manager shall maintain care and custody responsibilities of such facilities until the Project conclusion. The cost of such equipment shall be a Direct Cost of the Project, as defined in Article 9. At the conclusion of the Project, the Construction Manager shall provide the Owner with a complete inventory for each unit of equipment that has been purchased for the Owner. The inventory shall describe the equipment and identify the purchase price, serial number, model number, current location, and condition. Where said equipment has a title, said title shall be properly transferred to the Owner or to his designee.

The Construction Manager is responsible for proper care and maintenance of all equipment while in his control. At the time of transfer to the Owner, the Owner may refuse acceptance of the equipment if the Owner determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager. In such event, the Construction Manager shall reimburse Owner for such item.

9. Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The Construction Manager shall submit, to the Construction Team, recommendations as to needed requirements of this nature and as to the contract or contracts in which such weather protection requirements should be included. The Construction Manager is totally responsible for all weather protection necessary to ensure that all new construction

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and renovation projects are adequately protected from the normal inclement elements.

10. Market Analysis and Stimulation of Bidder Interest -

- A. The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project; the Construction Manager shall make analysis as necessary to (1) determine and report on availability of labor, material, equipment, potential bidders, and possible impact of any shortages or surplus of labor or material, and (2) in light of such determinations, make recommendations to the Owner as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.
- B. The Construction Manager shall submit to the Owner a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the Owner and the Architect-Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the local market place and identify and encourage bidding competition.
- C. The Construction Manager shall carry out an active program of stimulating interest of qualified contractors in bidding on the work and of familiarizing those bidders with the requirements of this project.

2.4 Construction Phase:

- 1. Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the subcontractors and the Construction Manager shall provide no less than those personnel during the respective phases of construction as are identified at the time the GMP is determined. The Construction Manager shall not change any of those persons named at the time the GMP is determined unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right to approve the qualifications of any replacement personnel. Such approval will not be unreasonably withheld.
- 2. Lines of Authority - The Construction Manager shall establish and maintain lines of authority for its personnel, and shall provide notice of the same to the Owner and

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all other affected parties such as the code inspectors of the Permitting Authority, the subcontractors, the Architect-Engineer and the Owner's representatives, in order to provide general direction of the work and progress of the various phases and subcontractors. The Owner and Architect-Engineer may attend meetings between the Construction Manager and his subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontractors.

3. Schedule and Project Manual Provisions - The Construction Manager shall provide subcontractors and the Owner, its representatives and the Architect-Engineer with copies of the Project Manual, a total number of copies not to exceed seven (7) hard copies and an electronic version in a format acceptable to the Owner, developed and updated as required by Article 2.2, expanded for the Construction Phase, employing the respective milestones, beginning and finishing dates, the respective responsibilities for performance and the relationships of the work with respect to subcontractors and suppliers. The Construction Manager shall also continue to provide current and up to date scheduling information, direction and coordination regarding milestones, and beginning and finishing dates. Furthermore, the Construction Manager shall be responsible for performance and the relationships of the Construction Manager's work to the work of its subcontractors and suppliers to enable the same to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall project schedule. The schedule shall include all phases of the construction work, material supplies, long lease procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The Construction Manager shall advise the Owner, its representatives and the Architect-Engineer of their required participation in any meetings or inspections, giving each at least one weeks-notice, unless such notice is made impossible by conditions beyond the control of the Construction Manager. The Construction Manager shall hold job-site meetings at least once each month with the Construction Team or more frequently as required by work progress, to review progress, discuss problems and solutions and to coordinate future work with all subcontractors.
4. Solicitation of Bids -
 - A. Without assuming responsibilities of the Architect-Engineer, the Construction Manager shall prepare invitations for bids, or requests for proposal when applicable, for all procurement of long lead items, materials and services, for Subcontractor contracts and for site utilities. Such invitations for bids shall be prepared in accordance with the following guidelines:

Those portions of the work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with

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- the Construction Manager. The Construction Manager shall obtain bids from subcontractors, vendors, consultants and from suppliers of materials or equipment fabricated to a special design for the work. The Construction Manager shall strive to receive at least three (3) competitive bids per trade package. Should the nature of the trade package prohibit three (3) competitive bids, the Construction Manager shall notify the Owner in writing as to the reason and offer suggestions, if any, to create trade interest.
- B. The Construction Manager shall be responsible for coordinating with the Architect-Engineer and preparing all information that is the responsibility of the Construction Manager for bidding of the separate bid packages.
 - C. As part of such preparation, the Construction Manager shall review the specifications and drawings prepared by the Architect-Engineer. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the Construction Manager shall be brought to the attention of the Owner and Architect-Engineer in written form.
 - D. The Construction Manager and the Owner's Representative shall mutually agree when and if to conduct a pre-bid conference with prospective bidders and the Architect-Engineer. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the Owner and the Architect-Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.
 - E. The Construction Manager shall not enter into contracts without the Owner reviewing the proposed successful bidder. The Owner shall promptly, within three (3) business days, review all proposals and provide comments so as not to cause delay in the award of a contract. Owner's failure to respond within this time frame shall constitute acceptance of the proposed contract. Owner shall have the right to reject any award of subcontract providing such rejection is justifiable and with cause. Should the Owner reject a proposal and should the next bondable, qualified bidder that is acceptable to the Construction Manager, be greater than the GMP budget for that work item, the Owner shall issue a change order to the Construction Manager, increasing the GMP, for the amount of the difference between the proposed award and that which the Owner has requested.
5. Bonds - In accordance with the provisions of Florida Statutes, Section 255.05, the Construction Manager shall provide to the Owner, on forms furnished by the Owner, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond each in an amount not less than the total construction cost as defined in Articles 7, 8 and 9. To be acceptable to the

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Owner, as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

- A. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- B. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- C. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- D. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time a bond is issued.
- E. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

Contract Amount	Policy Holder's Rating	Required Financial Rating
\$500,000 to \$1,000,000	A	Class IV
\$1,000,000 to \$2,500,000	A	Class V
\$2,500 000 to \$5,000 000	A	Class VI
\$5,000,000 to \$10,000 000	A	Class VII
\$10,000,000 to \$25,000,000	A	Class VIII
\$25 000 000 to \$50,000,000	A	Class IX
\$50,000,000 to \$75,000,000	A	Class X

- 6. Quality Control - The Construction Manager shall develop and maintain a written program, acceptable to the Owner and Architect-Engineer, to assure quality control of the construction. He shall supervise the work of all subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and he shall continue to exert his influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and Architect-Engineer over acceptability of

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work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

7. Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the Owner and all of its agents and representatives including the Architect-Engineer. He shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and shall review the costs of those proposals and advise the Owner and Architect-Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work begins on any change order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. The Construction Manager shall carefully review all shop drawings and forward the same to the Architect for review and action. The Architect shall transmit them back to the Construction Manager who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. The Construction Manager shall request the Architect-Engineer via the Owner to make interpretations of the drawings or specifications requested of the Construction Manager by the subcontractors and shall maintain a suspense control system to promote timely response. The Construction Manager shall advise the Owner and Architect-Engineer when timely response is not occurring on any of the above.
8. Permits - The Construction Manager shall secure all necessary building permits from the Permitting Authority and all necessary utility connection permits, the cost of which will be considered a Direct Cost of the project, but not subject to a Construction Phase Fee, as described in Article 8.1(3).
9. Job Site Requirements -
 - A. The Construction Manager shall provide for each of the following activities as a part of its Construction Phase Cost:
 1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.
 2. Maintain a roster of companies on the project with names and telephone numbers of key personnel.
 3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.
 4. Provide labor relations management for a harmonious, productive project.

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5. Provide a safety program for the project to meet OSHA requirements. Monitor for subcontractor compliance without relieving any subcontractor of responsibilities to perform work in accordance with the best acceptable practices.
 6. Provide a quality control program.
 7. Provide miscellaneous office supplies that support the construction efforts.
 8. Travel to and from its home office to the project site, as the project requires.
- B. The Construction Manager shall provide personnel and equipment or shall arrange for separate subcontracts to provide each of the following as a direct cost item:
1. Schedule the services of independent testing laboratories for the necessary testing of materials to ensure conformance to contract requirements.
 2. The printing and distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors.
10. Job Site Administration - The Construction Manager shall provide administrative functions during construction to assure proper documentation, including but not limited to such things as the following:
- A. Job Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing project implementation process, assure timely submittals, expedite processing approvals and return of shop drawings and samples; Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing and labor allocation; Review and coordinate each subcontractor's work; Review and implement revisions to the project schedule; Monitor and promote safety requirements.
- Use the job site meeting as a tool for planning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of authority for all to clearly understand.
- Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solutions. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying events known to those present for appropriate attention and resolution.

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A regular monthly project status meeting will be held between the Architect-Engineer, Owner and Construction Manager.

- B. Shop Drawing Submittals/Approvals - Provide staff to check shop drawings and to implement procedures to be approved by Owner for submittal and transmittal to the Architect-Engineer and Owner of such drawings for action, and closely monitor their submittal and approval process.
- C. Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries and to implement checking and follow-up procedures on supplier commitments of all subcontractors.
- D. Payments to subcontractors - Develop and implement a procedure for review, processing and payment of applications by subcontractors for progress and final payments.
- E. Document Interpretation - Refer all questions for interpretation of the documents prepared by the Architect-Engineer to the Architect-Engineer through the Owner.
- F. Reports and Project Site Documents - Record the progress of the project. Submit written progress reports to the Owner and the Architect-Engineer, including information on the subcontractor's work and the percentage of completion. Keep a daily log available to the Owner, the Architect-Engineer and the Permitting Authority inspectors.
- G. Subcontractor's Progress - Prepare periodic punch lists for the subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.
- H. Substantial Completion - Ascertain when the work, or designated portions thereof, are ready for the Owner's and the Architect-Engineer's substantial completion inspection. Prior to the Owner's and Architect's pre-substantial completion inspection, the Construction Manager shall issue a list of incomplete items. After the Owner's and the Architect-Engineer's inspection, the Construction Manager shall prepare a schedule for the completion of the list, indicating completion dates for the Owner's review. The Owner and the Architect-Engineer will issue a Certificate of Substantial Completion in the format prescribed in **Exhibit "C"**, when the work on the Construction Manager's pre-substantial Punch List has been accomplished, to the best of the Construction Manager's ability.
- I. Final Completion - Monitor the Subcontractor's performance on the completion of the Project and provide notice to the Owner and Architect-Engineer that the work is ready for final inspection. Secure and transmit to the Owner, through the Architect-Engineer, all required guarantees,

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affidavits, releases, bonds and waivers, manuals, record drawings and maintenance books, including issuance of the Certificate of Final Completion attached as **Exhibit "D"**.

- J. Start-Up - With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade contractors.
 - K. Record Drawings - The Construction Manager shall monitor the progress of its own forces or its Subcontractors on marked up field prints, which at project completion, shall be sent to the Architect-Engineer through the Owner who will prepare the final record drawings. Continuously review "As-Built" Drawings and mark up progress prints to provide as much accuracy as possible.
11. Administrative Records - The Construction Manager may be required to maintain, at the job site, current and up to date files and records such as, but not limited to the following:

- Contracts or Purchase Orders
- Davis Bacon Federal Compliance Documents
- ARRA / Build America Bonds Compliance Documentation
- Shop Drawing Submittal/Approval Logs
- Equipment Purchase/Delivery Logs
- Contract Drawings and Specifications with Addenda
- Warranties and Guarantees
- Cost Accounting Records:
 - Labor Costs
 - Material Costs
 - Equipment Costs
- Cost Proposal Requests
- Payment Request Records
- Meeting Minutes
- Cost-Estimates
- Bulletin Quotations
- Lab Test Reports
- Insurance Certificates and Bonds
- Contract Changes
- Purchase Orders
- Material Purchase Delivery Logs
- Technical Standards
- Design Handbooks
- "As-Built" Marked Prints
- Operating & Maintenance Instruction
- Daily Progress Reports
- Monthly Progress Reports

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Correspondence Files
Transmittal Records
Inspection Reports
Bid/Award Information
Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and Updates
Suspense (Tickler) Files of Outstanding Requirements
Project Manual
Job Photographs

The Project records shall be available at all times to the Owner and Architect-Engineer for reference or review.

12. Owner Occupancy -

The Construction Manager shall:

Provide services during the design and construction phases, which will provide a smooth and successful Owner occupancy of the Project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the contractors, "on-line" in such conditions as will satisfy Owner operational requirements.

Conduct the Construction Manager's preliminary Punch List inspection and coordinate the completion of all Punch List work to be done with Owner occupancy requirements in mind. The Construction Manager shall videotape all major equipment startup procedures and deliver videos as part of the closeout documents.

Catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey the same to the Owner in such a manner as to promote their usability. The Construction Manager shall provide operational training, in equipment use, for all such operators.

The Construction Manager shall secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate maximum enforcement and assure meaningful implementation.

The Owner may occupy or take control of portions of the Project providing the above items discussed in this paragraph have been completed and the "Substantial Completion", "Start-Up", "Record Drawing", and "Warranty" requirements specified in Article 2.4 above have been completed to the Owner's satisfaction for the portions to be occupied, excluding the requirements for a warranty inspection eleven (11) months after Owner Occupancy.

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13. Warranty -

Where any work is performed by the Construction Manager's own forces or by subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such work will be new except where indicated otherwise in Contract Documents, and that such work will be of good quality, free from improper workmanship and defective materials and in conformance with the Contract Documents. With respect to the same work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Contract Documents for a period of one year from the date of Substantial Completion or partial occupancy of any portion of the building, whichever comes first, or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. In addition, the Construction Manager shall conduct, jointly with the Owner and the Architect-Engineer, a warranty inspection in approximately eleven (11) months after the date of Owner Occupancy.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.1 Owner's Information:

The Owner shall provide full information regarding its requirements for the Project.

3.2 Owner's Representatives:

The Owner shall designate in writing any additional representatives authorized to act on the Owner's behalf with respect to the Project, not previously defined in Article 1.3, together with the scope of his/her respective authority. In no event shall any delegation of authority be contrary to state or county laws or codes. Functions to be performed by the Owner as set forth in this Agreement can be delegated by the Owner only by written notice to the Construction Manager from the Owner. The Construction Manager shall be entitled to rely on directions, and it shall be required to follow such directions, from the Owner's Representative designated in Article 1.3 and such other representatives from time to time designated in writing within the authority conferred by the City of Mount Dora City Council in this Agreement or any Amendment or Change Order to this Agreement. The City of Mount Dora City Council hereby authorizes the Article 1.3 Owner's Representative to: (1) act as the Owner's agent and execute documents associated with this Project. Examples of these documents are Construction Manager's Contingency Authorizations, Notices of Commencement, Certificates of Substantial Completion and permits from applicable agencies; (2) administer, coordinate, interpret and otherwise manage the contractual provisions and requirements of this Agreement; (3) negotiate a duly authorized Change Order on behalf of the Owner; and (4) issue a duly authorized purchase order,

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memorandum, letter or other instrument covering the services and work to be provided pursuant to this Agreement. Directions and decisions made by Owner's Representatives shall be binding on the Owner.

The City of Mount Dora City Council additionally authorizes the City Manager, in conjunction with the Owner's Representative, to authorize changes in the work up to \$35,000.00 (Thirty-five Thousand and 00/100 Dollars) or such other dollar amount as authorized by policy adopted by the City Council. Said work can be funded from the Owner's Contingency and shall not cause an increase to the overall project budget.

3.3 Architect-Engineer's Agreement:

The Owner shall retain an Architect-Engineer for design and to prepare Construction Documents for the Project. The Architect-Engineer's services, duties and responsibilities are described in the Agreement between the Owner and the Architect-Engineer, a copy of which will be furnished to the Construction Manager. The Agreement between the Owner and the Architect-Engineer shall not be modified without written notification to the Construction Manager.

3.4 Site Survey and Reports:

The Owner shall provide all surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations and a legal description for the Project.

3.5 Approvals and Easements:

The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.6 Legal Services:

The Owner shall furnish such legal services as may be necessary for providing the items set forth in Article 3.5 and such document examination and interpretation as may require.

3.7 Drawings and Specifications:

The Construction Manager will be furnished a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.

3.8 Cost of Surveys and Reports:

The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the

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Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

3.9 Project Fault Defects:

If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Drawings and Specifications, it shall give prompt written notice thereof to the Construction Manager and Architect-Engineer.

3.10 Funding:

The Owner shall furnish, in accordance with the established schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence any work, unless authorized in writing by the Owner.

3.11 Lines of Communication:

The Owner and the Architect-Engineer, through the Owner, shall communicate with the subcontractors or suppliers only through the Construction Manager while such method of communication is effective in maintaining project schedules and quality.

3.12 Permitting & Code Inspections:

The Owner recognizes and coordinates with the appropriate Permitting Authority and expects the Construction Manager to do the same.

ARTICLE 4 PERMITS, FEES AND NOTICES

- 4.1 Unless otherwise provided in the Contract Documents, the Construction Manager shall secure and pay for the building permits, which are customarily secured by a General Contractor.
- 4.2 The Construction Manager shall comply with and give notices, as required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Project.
- 4.3 It is not the Construction Manager's responsibility to ascertain whether the Contract Documents are in accordance with applicable laws, statutes, ordinances, Building Codes and Rules and Regulations; however, if the Construction Manager observes that portions of the Contract Documents are inconsistent therewith, the Construction Manager shall promptly notify the Architect-Engineer and Owner in writing and necessary changes shall be accomplished by appropriate modification.

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- 4.4 If the Construction Manager performs work knowing it to be contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations without such notice to the Architect-Engineer and Owner, the Construction Manager shall assume full responsibility for such work and shall bear all attributable costs and damages.
- 4.5 Cost for all re-inspections of work found to be defective and subsequently repaired, shall be borne by the Construction Manager if such defective work was performed knowingly contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations.

ARTICLE 5 SUBCONTRACTS

5.1 Definition:

A subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work at on the Project. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or Architect-Engineer and any subcontractor.

5.2 Proposals:

Subject to Article 9 and, in accordance with Article 2.4(4), the Construction Manager shall request and receive proposals from subcontractors and suppliers and will award those contracts to the qualified low bidder after reviewing all proposals with the Owner and Architect-Engineer and all are satisfied that the subcontractor/supplier is qualified to perform work or provide materials for the Project.

5.3 Required Subcontractors' Qualifications and Subcontract Conditions:

1. Sub-contractual Relations - The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the Owner under this Agreement, to the extent of the work to be performed by the Subcontractor. Said agreements shall be made in writing and shall preserve and protect the rights of the Owner and Architect-Engineer under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with its sub-subcontractor.

Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the Owner.

The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound.

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2. All subcontracts shall provide -

LIMITATION OF REMEDY- NO DAMAGES FOR DELAY

The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim.

In the event of a change in the work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its negotiated costs for such changes plus no more than seven percent (7%) for overhead, profit and bond costs.

The subcontract shall require the subcontractor to expressly agree that the foregoing constitutes the sole and exclusive remedy for delays and changes in the work and eliminates any other remedies or claims for increase in the contract price, damages, losses or additional compensation. Each subcontract shall require that any claims by the subcontractor for delay or additional cost must be submitted to the Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

5.4 Responsibilities for Acts and Omissions:

The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees, agents, subcontractors, the agents thereof and employees thereof, and all other persons performing any of the work or supplying materials for the Project under a contract to the Construction Manager.

ARTICLE 6 SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 6.1 At the time a Guaranteed Maximum Price (GMP) is established as provided for in Article 7, a Project Substantial Completion Date, a Project Final Completion Date and an Owner Occupancy Date for completion of the Project in accordance with the master project schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed Substantial Completion Date, Final Completion Date and Owner Occupancy Date. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. These liquidated damages are the sole remedy for delay, shall in no way be deemed a waiver of the Owner's right to all other legal remedies in this Agreement.

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In the event the Construction Manager does not achieve the Substantial Completion Date the Construction Manager shall pay the Owner, as liquidated damages and not as a penalty, in the amount of Five Hundred Dollars (\$500.00) for each calendar day the actual time of performance exceeds the authorized Substantial Completion Date for each separate GMP as applicable.

- 6.2 The date of Owner Occupancy shall occur as described in Article 2.4(12) herein above. Warranties called for by this Agreement or by the Contract Documents shall commence on the Substantial Completion Date, unless otherwise agreed to, in writing, between the Owner and Construction Manager.

ARTICLE 7 **GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION**

- 7.1 When the design documents are sufficiently complete to establish the scope of work for the Project, or any portion thereof, as generally defined by a design document listing to be provided by the Architect-Engineer, or at such time thereafter designated by the Owner, the Construction Manager will establish and submit in writing to the Owner for approval, a Guaranteed Maximum Price (GMP), guaranteeing the maximum price to the Owner, for the construction cost of the Project or designated part thereof. The Construction Manager acknowledges multiple GMPs may be required for the portions of the Project to support the project phasing and schedule. Such Guaranteed Maximum Price will be subject to modification for changes in the Project as provided in Article 10; however, the actual price paid for the work by the Owner shall be the actual cost of all work subcontracts, supply contracts, direct labor costs, direct supervision costs and direct job costs as defined under Article 9, plus the Construction Manager's costs and fees, or the GMP, whichever is less when the work is complete.
- 7.2 The GMP will only include those taxes, in the cost of the Project, which are legally enacted at the time the GMP is established.
- 7.3 At the time of submission of a GMP, the Construction Manager will verify the time schedule for activities and work, which were adopted by the Construction Team and used to determine the Construction Manager's cost of work. Included in the GMP will be a Contractor's Contingency, which is included for the Construction Manager to use, with the Owner's consent. The contingency is intended to cover the costs associated with Project scope that were not adequately detailed at the time of GMP. The Contractor's Contingency is also intended to protect against price increases between the GMP and the completion of the 100% construction documents, as well as for the purpose of defraying the expenses due to unforeseen circumstances relating to construction and for price increases attributable to any code compliance reviews. The Construction Manager will be required to furnish documentation evidencing expenditures charged to the Contractor's Contingency prior to the release of funds by the Owner. Documentation for use of the Contractor's Contingency shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. The Architect-Engineer shall verify the actual costs. If there are funds remaining in the Contractor's

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Contingency at the conclusion of the Project, said funds will be returned to the Owner, through deductive change order.

- 7.4 When the Project is bid and one hundred percent (100%) of the trade contracts have been executed, the contingency within the GMP may be decreased in proportion to the percent of the work completed up to a maximum of fifty percent (50%). In other words, if ten percent (10%) of the work has been completed and the Owner requests that the contingency within the GMP be adjusted, then ten percent (10%) of the contingency within the GMP will be removed from the GMP by change order up to a maximum of fifty percent (50%) of the initial GMP contingency value. During the buyout period of the trade contracts, at a point mutually agreed upon between the Owner and Construction Manager, the net amount of the buyout will be reviewed. If the net amount of the total buyout results in excess funds being required, those funds will be taken from the Contractor's Contingency.

If the net amount of the buyout results in a savings, the savings will be assigned to the Owner's Buyout Contingency as defined in Article 7.5

If bids are not received for a portion of the work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work or negotiate for its performance for the specified line item lump sum amount or less.

- 7.5 The Owner's Buyout Contingency shall be created by the savings generated by subcontractor buyout as set forth in Article 7.4 and also by reductions in scope that otherwise could reduce the GMP. The intent of this Owner's Buyout Contingency is to allow funds already within the GMP to remain in the GMP and be used at the Owner's discretion for scope issues that may become required and/or desired during the course of the Project.

Authorizations up to Thirty-five Thousand and 00/100 Dollars (\$35,000.00), or such other dollar amount as authorized by policy adopted by the City Council, for the use of the Owner's Buyout Contingency, may be granted by the City Manager. Authorizations, for more than Thirty-five Thousand and 00/100 Dollars (\$35,000.00), will be granted by the City Council unless the City Council authorizes an increase in the City Manager's authority for the same.

ARTICLE 8 CONSTRUCTION MANAGER'S COSTS

- 8.1 In consideration of the performance of this Agreement, the Owner agrees to pay the Construction Manager as compensation for his services, costs or fees, as set forth herein.
1. Design Phase/Pre-construction Costs - For the performance of the services set forth under Article 2 and for profit and overhead related to these services, the Construction Manager shall be paid a total amount to be determined prior to the issuance of the Task Authorization. The Design Phase/Pre-construction Costs shall be paid according to the percent complete of the design phase.

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The Construction Manager's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments are shown on the Task Authorization.

2. Construction Phase Costs - Prior to commencement of each Construction Phase, the Owner will direct the Construction Manager in writing to proceed into said Construction Phase. The Construction Phase Cost for work or services performed during the Construction Phase shall be an amount of *(To Be Determined at GMP)*. The Construction Phase Costs shall be paid according to the percent complete of the Project. The first monthly payment shall be due thirty (30) days following the issuance of the first Construction Authorization by the Owner's Representative and the final monthly payment shall be paid only when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, accepted by the Owner. If construction is authorized only for a part of the Project, the costs paid shall be proportionate to the amount of work authorized by the Owner.
 - A. Adjustments in Costs - For changes in the Project as provided in Article 10, the Construction Phase Costs shall be adjusted as follows:
 1. The Construction Manager shall be paid an additional amount subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager.
 2. Should the construction duration for any phase extend longer than stipulated above, there shall be no additional Construction Phase Costs paid to the Construction Manager unless such delays are as defined in Article 10.2.
 3. The Construction Manager will not be due any additional Construction Phase Fee on increases in the Guaranteed Maximum Price (GMP) that do not exceed a cumulative total of two percent (2%) for each separate GMP. Should a GMP be increased by more than a cumulative total of two percent (2%) under the terms of Article 10 hereinafter, due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will be based on the Original GMP as set forth in the below chart for that portion of the accumulative increases in the GMP that exceed the GMP by more than two percent (2%).

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GMP	Construction Manager's Fee
\$0.00 to \$150,000	10%
\$150,001 to \$500,000	8%
\$500,001 to \$750,000	7.5%
\$750,001 to \$1,000,000	7%
\$1,000,001 to \$1,500,000	6%
\$1,500,001 to \$2,000,000	5%

Construction Manager's Exclusive Remedy - In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the Owner or the Architect-Engineer, or is attributable to the Owner or the Architect-Engineer, the Construction Manager's sole and exclusive remedy is an extension of the Substantial Completion Date and payment of additional Construction Phase Costs and Construction Phase Fee as provided above.

B. Costs and Expenses Included in Construction Phase Costs – The following are included in the Construction Phase Costs for services during the Construction Phase:

1. Salaries or other compensation of the Construction Manager's employees at its principal office and branch offices.
 2. General operating expenses of the Construction Manager's principal and branch offices related to the Project.
 3. The costs of all data processing staff.
 4. Salaries or other compensation of the Construction Manager's employees at the job site.
 5. General operating expenses incurred in the management and supervision of the Project, except as expressly included in Article 9.
 6. Those services set forth in Article 2.4(9)(A).
 7. Job office supplies including but not limited to paper, pencils, paper clips, file folders, staples and janitorial supplies.
3. Construction Phase Fee - For overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, the amount shall be based on the Original GMP as set forth in the chart below and shall be converted to a fixed amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid

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proportionally to the ratio of the cost of the work in place, including stored materials, as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less. The balance of the fee shall be paid when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, is accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner. The Construction Manager's exclusive remedy for any adjustments in the Construction Phase Fee is provided in Article 8.1(2).

GMP	Construction Manager's Fee
\$0.00 to \$150,000	10%
\$150,001 to \$500,000	8%
\$500,001 to \$750,000	7.5%
\$750,001 to \$1,000,000	7%
\$1,000,001 to \$1,500,000	6%
\$1,500,001 to \$2,000,000	5%

ARTICLE 9 **DIRECT COSTS OF THE PROJECT**

9.1 Definition:

The term Direct Cost of the Project shall mean costs necessarily incurred in the Project during the Construction Phase for Construction Services and paid by the Construction Manager, which are not included in the Construction Phase Fee. Such costs shall include the items set forth below in this Article.

The Owner agrees to pay the Construction Manager for the Direct Costs of the Project as defined herein. Such payment shall be in addition to the Construction Phase Costs stipulated in Article 8. Invoices submitted under this Article 9 shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

9.2 Direct Cost Items:

1. Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.
2. Payments due to subcontractors from the Construction Manager or made by the Construction Manager to subcontractors for work performed pursuant to contract under this Agreement.
3. Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, employed or consumed in the performance of the work.

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4. Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacement, dismantling, removal, transportation and delivery costs thereof, which are used in the support of a subcontractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.
5. Cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction of the Project. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. There shall be no Construction Phase Fee on this item.
6. Losses and expenses sustained by the Construction Manager in connection with the work, not compensated by insurance, including deductibles provided they have resulted from causes other than the negligent misconduct of Construction Manager.
7. Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.
8. The cost of corrective work, subject to the GMP, except for any corrective work made necessary because of defective workmanship or other problems caused by the negligence of the Construction Manager or its subcontractors or suppliers. No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Contract Documents or to correct any deficiency or damage caused by the negligent acts by the Construction Manager.
9. Costs for repairs and maintenance, which are consistent with industry standards associated with work required during the warranty period, which may be the responsibility of Construction Manager. This shall not apply to work, which is the responsibility of subcontractors, except in the case of a subcontractor's default.
10. Costs for trash and debris control and removal from the site.
11. Costs incurred due to an emergency affecting the safety of persons and property.
12. Legal costs reasonably and properly resulting from the Project on behalf of the Owner, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations:
 - A. The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and

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- B. The legal costs were not incurred as result of the Construction Manager's own negligence or default.

This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders or in enforcing the obligations of this contract.

13. All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Construction Phase Costs as set forth in Article 8.
14. If requested by the Owner, the Construction Manager will perform all or a portion of the General Conditions work as a Direct Cost of the Project.
15. If approved by the Owner, the Construction Manager, when qualified, may perform all or a portion of the work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit as a Direct Cost of the Project.
16. Transportation outside of Lake, Orange or Seminole for those personnel employed directly for the Project, not including relocation expenses. Such transportation must be approved in advance by the Owner, and will be in accordance with the Construction Manager's standard personnel policy.
17. Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the Project.
18. Costs for watchman and security services for the Project.
19. Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel and costs for adequate storage and parking.
20. Costs for such temporary facilities and temporary protection during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.
21. Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the Project.

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ARTICLE 10 CHANGES IN THE PROJECT

10.1 Change Orders:

The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, with the GMP and the Substantial and/or Final Completion Dates being adjusted accordingly. All changes in the Project, not covered by an authorized contingency, shall be authorized by a Change Order signed by the Owner before the change is implemented.

1. A Change Order is a written order to the Construction Manager signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, the Construction Phase Fee, or other attributable cost of the Project.
2. The increase or decrease in the GMP resulting from a change in the Project shall be determined in one or more of the following ways:
 - A. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect-Engineer and Owner;
 - B. by unit prices stated in the Agreement or subsequently agreed upon;
 - C. by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or
 - D. by the method provided in Article 10.1(3).
 - E. Should any costs be required for design of an alternative system that would be advantageous to the Project and result in a deductive change order, the Construction Manager shall include the cost of the redesign services of the Architect-Engineer so that the Owner can make proper assessment of the cost of such change. Payment for additional services shall be made by the Owner.
3. If none of the methods set forth in Article 10.1(2) is agreed upon, the Construction Manager, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. In the event a Change Order is issued under these conditions, the Construction Manager shall establish an estimated cost of the work and the Construction Manager shall not perform any work if the cost exceeds that estimate without prior written approval by the Owner.

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4. In the event of either Article 10.1(2) or Article 10.1(3) above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data, of the increase in the Direct Cost of the Project as outlined in Article 9.
5. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.
6. If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order, and that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.
7. In the performance of the work, should concealed conditions be encountered below the surface of the ground or should concealed or unknown conditions in an existing structure be inconsistent with the conditions indicated by the Drawings, Specifications, or Owner furnished information or should unknown physical conditions exist below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Guaranteed Maximum Price and the Substantial and/or Final Completion Dates shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2.
8. In the event the Construction Manager encounters material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, petroleum waste, biohazardous substances, radioactive waste or any other substance falling within the category of hazardous or toxic waste under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or any other state or federal environmental statute or regulation, hereinafter collectively referred to as "hazardous waste," the Construction Manager shall immediately stop work in the area affected and report the condition to the Owner in writing. Owner shall thereafter as soon as reasonably possible conduct a thorough investigation to determine if the suspected material in the affected area is in fact hazardous waste and shall certify to Construction Manager that such material is not hazardous waste or if such material is in fact hazardous waste that such hazardous waste has been abated and that it is safe to return to the affected area and resume work. The Construction Manager may require the Owner to furnish copies of reports of tests conducted by a qualified testing laboratory acceptable to Construction Manager verifying the absence of such hazardous waste before Construction Manager will be required to resume work. The Contract time and amount shall thereafter be equitably adjusted to account for the time lost due to the encountering of the hazardous waste and the reasonable cost associated therewith.

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The Construction Manager shall, through an analysis of network schedule, prove such time delays and associated costs.

9. The Construction Manager shall not be required to perform any work relating to hazardous waste without consent pursuant to this Article 10.

10.2 Claims for Additional Cost or Time:

All claims for additional cost or time shall be made by request for a Change Order submitted as provided in Article 16.

The Substantial Completion date shall be extended by Change Order for such reasonable time as the Construction Manager may determine. If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect-Engineer or of any employee of either or by any separate Construction Manager employed by the Owner or by any changes ordered in the work by labor disputes, fire or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the Owner pending resolution of disputes, and such delay extends the Substantial and/or Final Completion Date, then the dates for completion may be equitably adjusted.

Only delays which are determined to extend the critical path for the schedule for constructing the Project, will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

10.3 Minor Changes in the Project:

The Owner will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Substantial and/or Final Completion Date and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order. The Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. Changes shall be approved by the Owner and Architect-Engineer.

10.4 Emergencies:

In any emergency affecting the safety of persons or property, the Construction Manager shall act at its discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in this Article 10.

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ARTICLE 11 DISCOUNTS

All discounts for prompt payment shall accrue to the Owner to the extent the cost of the item(s) purchased is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the cost associated with the Project is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment, shall be credited to the cost of the Project.

ARTICLE 12 PAYMENTS TO THE CONSTRUCTION MANAGER

12.1 Monthly Statements:

The Construction Manager shall submit to the Owner a sworn statement, along with the cost reports required under Article 2.1(5), showing, in detail, all moneys paid out, cost accumulated or costs incurred during the previous period and the amount of the Construction Phase Fees due as provided in Article 8. This data shall be attached to the Partial Pay Request form shown in **Exhibit E**". Ten percent (10%) retainage shall be held on all payments until the contract is fifty percent (50%) complete, except when approved by the Owner certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At fifty percent (50%) completion, the Owner may approve a reduction of the retainage from ten percent (10%) to five (5%) at its discretion. Retainage shall not be withheld on services or fees set forth in Article 8. Payments by the Owner to the Construction Manager shall be made as described in this Article 12. As a condition to application for a monthly partial pay requisition, the Construction Manager agrees that all as-built information will be recorded within thirty (30) days after receipt of information that a change to the Construction Documents has occurred.

12.2 Final Payment:

Final payment constituting the unpaid balance of the Construction Phase Cost of the Project and the Construction Phase Fee, shall be due and payable as described in Article 12.4 after Final Completion, provided that the Project has been finally completed, that the Construction Manager has verified by appropriate signature that it has completed all items and that this Agreement has been finally performed. However, if there should remain work to be completed, the Construction Manager, the Owner, and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to the estimated cost of completing any unfinished work and portion of the Construction Manager's retainage, provided that said unfinished items are listed separately and the estimated cost of completing the unfinished items are likewise listed separately. Thereafter, Owner shall pay the Construction Manager monthly, the amount retained for each incomplete item after each such item is completed.

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12.3 Payments to Subcontractors:

The Construction Manager shall promptly, within ten (10) days after receipt of payment from the Owner, pay all the amounts due to subcontractors less a retainage of ten percent (10%) until the project is fifty percent (50%) complete, and based on Construction Manager's evaluation of the subcontractor's acceptable performance, the Owner may approve a reduction in retainage from ten percent (10%) to five percent (5%) thereafter. If there should remain items to be completed, the Construction Manager, the Owner and Architect-Engineer shall list those items required for completion and the Construction Manager shall require the retainage of a sum equal to five percent (5%) of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, the Construction Manager shall pay to the subcontractors monthly, the amount retained for each incomplete item after each such item is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete.

Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

12.4 Construction Manager's Payment Rights:

All payments for construction services shall be governed by and made in accordance with Florida's Prompt Payment Act, Florida Statutes, Section 218.735.

12.5 Payments for Materials and Equipment:

Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at a Project site or another location that is insured to protect the Owner's assets subject to prior approval and acceptance by the Owner on each occasion.

12.6 Withholding Payments to Subcontractors:

The Construction Manager shall not withhold payments to subcontractors if such payments have been made to the Construction Manager. Should this occur, the Construction Manager shall return such moneys to the Owner, adjusting pay requests and project bookkeeping as required. However, this provision shall not apply should payments to subcontractors be withheld as a result of procuring normal process paperwork in accordance with the Construction Manager's contract with said subcontractor. The Construction Manager shall, if requested by the Owner, notify the Owner in writing as to the reason for withholding payment.

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ARTICLE 13 INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity:

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

13.2 Construction Manager's Insurance:

1. The Construction Manager shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Construction Manager allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be from insurers qualified and doing business in Florida with an AM Best Company rating of no less than A.
2. Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees, and the like, connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with Florida Worker's Compensation Law. In case any class of employees, engaged in hazardous work on the Project, is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected. Employers' liability shall be no less than \$1,000,000/1,000,000/1,000,000.
3. Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement, Comprehensive General Liability and Comprehensive Automobile Liability Insurance to protect it from claims of damage for personal injury, including

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accidental death, as well as claims for property damage which may arise from its operations under this Agreement whether such operations are by the Construction Manager or by anyone directly or indirectly employed by it, and the amount of such insurance shall have the following minimum limits:

- A. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence; GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00). There shall not be an EFIS Exclusion Endorsement on any general liability policy;
 - B. Automobile Liability Coverages, One Million Dollars (\$1,000,000.00) combined single limit, and One Million Dollars (\$1,000,000.00) for each occurrence of bodily injury and property damage;
 - C. Excess Liability, Umbrella Coverage, Two Million Dollars (\$2,000,000.00) each occurrence.
- 4. Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of its subcontractors to procure and maintain during the life of any such subcontract, insurance coverage of the types specified above or insure the activities of the subcontractors in the Construction Manager's policies, as specified above.
 - 5. "XCU" (Explosion, Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.
 - 6. Products and completed operations Coverages - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages. The products and completed operations portions of the liability coverage shall extend for a period of two (2) years after the Final Acceptance of the Project by the Owner.
 - 7. Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.
 - 8. Indemnification Rider -
 - A. To cover to the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner and the Architect-Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease

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or death, or to injury to or destruction of tangible property (other than the work itself), and to the extent it (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

- B. In any and all claims against the Owner or the Architect-Engineer or any of their agents or employees by any employee of the Construction Manager, any subcontractor, anyone directly or indirectly employed by either or anyone for whose acts either may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
 - C. The obligations of the Construction Manager under this Article 13.2(8) shall not extend to the liability of Architect-Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.
 - D. The Construction Manager hereby acknowledges receipt of Ten Dollars (\$10.00) and other good and valuable consideration from the Owner and acknowledges receipt of Ten Dollars (\$10.00) and other good and valuable consideration from the Architect-Engineer in exchange for giving the Owner and Architect-Engineer, respectively, the indemnification provided above in Articles 13.1 and 13.2.
9. Builder's Risk Coverage - The Construction Manager shall take out and maintain a "Builder's Risk Policy" for each assigned Project, issued to provide coverages on an "all risk" basis including theft. This coverage shall not lapse or be canceled because of partial occupancy by the Owner prior to Final Acceptance of the Project. The Owner may elect to take out and maintain this insurance coverage. Should the Owner purchase said insurance, the insurance policy shall have a deductible for each occurrence of Five Thousand and 00/100 Dollars (\$5,000.00). The Construction Manager shall be responsible for paying any deductible amount.
10. Certificate of Insurance - For every insurance policy required hereunder, the Construction Manager shall provide the Owner with a Certificate of Insurance

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evidencing such coverage for the duration of this Agreement, or such longer period if required hereunder. Said Certificate of Insurance shall be dated and show:

- A. The name of the insured Construction Manager;
 - B. The specified job by name and job number;
 - C. List the "CITY OF MOUNT DORA" as an Additional Insured;
 - D. Recognizes the Indemnification requirements of this Agreement;
 - E. The name of the insurer;
 - F. The number of the policy;
 - G. The effective date;
 - H. The termination date;
 - I. 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.
11. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Owner, or by any of its representatives, which indicates less coverage than is required hereunder, does not constitute a waiver of the Construction Manager's obligation to fulfill the insurance requirements specified herein.
 12. The Construction Manager shall ensure that any sub-contractor(s), hired to perform any of the work on any part of the Project, maintain appropriate insurance as determined by the Construction Manager. In addition, the Construction Manager shall maintain proof of same on file and made readily available upon request by the Owner.
- 13.3 Waiver of Subrogation:
1. The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent they are covered by such insurance except such rights as either may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.
 2. The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.
 3. The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

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4. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed and failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 14 **TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO** **PERFORM CONSTRUCTION MANAGER'S OBLIGATION**

14.1 Termination by the Construction Manager:

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the Owner's failure to make payments thereon, then the Construction Manager may, upon seven (7) days written notice to the Owner, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit thereon and termination expenses incurred by the Construction Manager.

14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause:

1. If the Construction Manager fails to perform any of its obligations under this Agreement, including any obligation it assumes to perform work with its own forces, the Owner may correct any deficiencies after providing seven (7) days written notice to the Construction Manager. In such an event, the GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of correcting such deficiencies and the Construction Manager's Construction Phase Fee shall also be reduced by the amount required to manage the correction of such deficiencies.
2. The Owner may, without prejudice to any other right or remedy and upon providing the Construction Manager and its surety, if any, seven (7) days written notice of failures or deficiencies, terminate this Agreement with the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever means or method the Owner, in its sole discretion, deems appropriate.
3. If the Construction Manager is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Construction Manager's insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply enough

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properly skilled workmen or proper materials and fails to maintain an established schedule by falling forty-five (45) days or more behind the schedule adopted by the Construction Team, or if the Construction Manager fails to make prompt payments to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations or orders of any public authority having jurisdiction, or otherwise is in breach of a material provision of this Agreement, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 6. Reasonable termination expenses incurred by the Owner may be deducted from any payments which remain owed to the Construction Manager, excluding any monies owed the Construction Manager for subcontract work.

14.3 Termination by Owner Without Cause:

1. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient without prejudice to any right or remedy.
2. Upon seven (7) days written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:
 - A. cease operations as directed by the Owner in the notice;
 - B. take actions necessary, or that the Owner may direct, for the protection and preservation of the work; and
 - C. terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for work directed to be performed prior to the effective date of termination stated in the notice.
3. In case of such termination for the Owner's convenience, the Construction Manager shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with a reasonable fee, as defined in Article 8.1(2), overhead and profit on the work performed.

ARTICLE 15

ASSIGNMENT AND GOVERNING LAW

- 15.1 Neither the Owner nor the Construction Manager shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.
- 15.2 This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Lake County, Florida. The parties waive all rights to trial by jury.

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ARTICLE 16 NOTICE OF CLAIM; WAIVER OF REMEDIES

16.1 The Owner's liability to the Construction Manager for any claims arising out of or related to the subject matter of this Agreement, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:

1. All claims must be submitted as a Request for Change Order in the manner as provided herein;
2. The Construction Manager must submit a Notice of Claim to Owner within twenty (20) days of the Construction Manager becoming aware of the occurrence, or the event, giving rise to the claim; and
3. Within ten (10) days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all the details of the claim, including a description of the work affected.

The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this paragraph to the extent that the Owner is prejudiced by the failure of the Construction Manager to submit the Request for Change Order.

16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect-Engineer, shall deliver to the Construction Manager its written determination of the claim.

16.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 8, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect-Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 16.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claims for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus the Construction Manager's Fee established at each Project's Original GMP. The Construction Manager expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays and changes in work, and eliminates any other remedies for claims for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

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ARTICLE 17 DIRECT MATERIALS ACQUISITION AND SALES TAX EXEMPT PURCHASE PROCEDURES FOR PUBLIC PROJECTS

17.1 Direct Materials Acquisition by Owner - Supply Bonds:

1. The Construction Manager shall ensure that each subcontractor includes Florida state tax and other applicable sales tax for all material, supplies and equipment included in a subcontractor's bid.
2. The Owner may, if not prohibited by law, exercise a right to purchase directly, various construction materials, supplies and equipment that may be part of this Agreement or of a subcontract, provided that the Owner receives proper authorization from the State of Florida in the form of a Technical Assistance Advisement as set forth in Florida Administrative Code, Rule 12-11.003. Any materials purchased by the Owner shall be referred to as "Owner Purchased Materials" and the responsibilities of both the Owner and the Construction Manager relating to such Owner Purchased Materials shall be governed by the terms and conditions of this Article, which shall take precedence over other conditions and terms of this Agreement where inconsistencies or conflicts exist.
3. The Owner will issue its own purchase orders directly to a vendor. The Owner's Purchase Order shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address and exemption number with issue and expiration date shown. The materials shall be purchased from the vendors and suppliers selected by the Construction Manager or subcontractor for prices negotiated by the Construction Manager or subcontractor, as applicable. The Construction Manager will provide all the necessary information for preparation of the purchase orders by the Owner and will coordinate the purchase of the materials in a timely manner so as to not negatively impact the performance of the construction activity of the Project.
4. The subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the Owner shall not relieve the subcontractor or the Construction Manager of any of their responsibilities regarding material purchases, or installation, with the exception of the payments for the material so purchased. The Construction Manager and the subcontractor shall remain, with respect to materials, supplies and equipment, fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and the management of all applicable warranties.
5. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material

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is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the same manner that all other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

6. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.
7. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner purchased equipment, materials or supplies. Such insurance shall cover the value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.
8. The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and the Construction Manager. If a supply bond is required, the cost of the bond will be added to the amount of the Purchase Order. The premium cost for this supply bond shall be included in the bid price. Verifying that a designated material supplier can furnish a supply bond, if required, will be the responsibility of the Construction Manager. Owner reserves the right to waive the requirement of providing a supply bond at the discretion of Owner.
9. If the State of Florida assesses any sales tax penalties and/or interest against the Construction Manager or any of its subcontractors or material suppliers relating to the direct acquisition of materials and/or equipment by Owner as authorized by this paragraph, such taxes, penalties, interest and/or any legal and administrative fees expended by the Construction Manager as a direct result of any action or assessment made by the State of Florida, shall be reimbursed by Owner to the Construction Manager in a prompt and reasonable manner and shall not be considered a Project Cost.

18.2 Sales Tax Exempt Purchasing Procedures for Public Projects:

1. The Construction Manager has included Florida sales tax and other applicable taxes in its bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in any subcontractor's bid and/or contract.

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2. Any equipment, materials or supplies directly purchased by the Owner that are included in the Construction Manager's contract or any subcontract shall be referred to as Owner Purchased Materials and the responsibilities of both the Owner and the subcontractor relating to such Owner Purchased Materials shall be governed by these procedures.
3. Material suppliers shall be selected by the Construction Manager or subcontractor, as applicable.
4. Owner purchasing of construction materials, if selected, will be administered on a deductive Change Order basis and the contract amount shall be reduced by the net undiscounted amount of the purchase orders issued by the Owner, plus all sales tax included.
5. The Construction Manager shall provide a list of all intended suppliers, vendors and materialmen for consideration as Owner Purchased materials with a description of the materials to be supplied, estimated quantities and prices. This information shall be submitted to the Owner as soon as practicable.
6. The Construction Manager or subcontractors, as applicable, shall prepare a purchase order requisition form in a form acceptable to the Owner and the Construction Manager, to specifically identify the materials, which Owner has, at its sole option, elected to purchase directly. The purchase order requisition form shall include:
 - A. the name, address, telephone number and contact person for the material supplier;
 - B. manufacturer or brand, model or specification number of the item;
 - C. estimated quantity needed;
 - D. the price quoted by the supplier for the materials identified therein;
 - E. any sales tax associated with such quote; and
 - F. delivery dates
7. Construction Manager or subcontractor shall include reference to any terms and conditions, which have been negotiated with the vendors, such as payment terms, warranties, retainage and the like. The purchase order requisition forms are to be submitted to the Owner's Representative no less than seven (7) days prior to the need for ordering such Owner Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that such directly purchased materials may be directly purchased by Owner and delivered to the Project site without any delay to the Project.

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8. After receipt of the purchase order requisition form, Owner shall prepare the Purchase Order for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager or subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, the Construction Manager shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. The Owner's Purchase Orders shall be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown.
9. In conjunction with the execution of the Purchase Orders, by the suppliers, one or more deductive Change Orders shall be issued, referencing the full value of all Owner Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in the Construction Manager's price or subcontractor's bid.
10. Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by the Owner in accordance with these procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Owner. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation and other arrangements normally required for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of the Construction Manager.
11. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the purchase order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the manner all

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other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

12. The Construction Manager shall ensure that Owner Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or nonconformity in the Owner Purchased Material, upon such visual inspection, the Construction Manager shall not utilize such nonconforming or defective materials in the work, shall promptly take action to remedy the defect or nonconformance so as not to delay the Project and shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Construction Manager shall notify the Owner of such occurrence. If the Construction Manager fails to perform such inspection and otherwise incorporates defective or nonconforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, the Construction Manager shall be responsible for all damages to the Owner resulting from the incorporation of such materials into the Project, including liquidated or delay damages.
13. The Construction Manager shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession. The Construction Manager shall account monthly to the Owner for any Owner Purchased Materials delivered into the Construction Manager's possession, including portions of all such materials, which have been incorporated into the work.
14. The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products. All repairs, maintenance or damage repair calls shall be handled by the Construction Manager for resolution with the appropriate supplier or vendor.
15. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.
16. The transfer of possession of Owner Purchased Materials from the Owner to the Construction Manager shall constitute a bailment for mutual benefit of the Owner and the Construction Manager. The Owner shall be considered the bailor and the Construction Manager the bailee of the Owner Purchased Materials. Owner Purchased Materials shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the project. The Construction Manager shall have the duty to safeguard, store and protect all Owner Purchased Materials.

ATTACHMENT #1

17. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner Purchased equipment, materials or supplies. Such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.
18. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner Purchased Materials.
19. On a monthly basis, the Construction Manager shall be required to review invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon the Construction Manager's records of materials delivered to the site and any defects in such materials.
20. In order to arrange for the prompt payment to the supplier, the Construction Manager shall provide the Owner with a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. The check will be released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.
21. At the end of the Project, any refund for surplus materials returned to suppliers plus applicable sales tax savings amounts shall be credited with an additive Change Order to the applicable subcontractor agreement with the Construction Manager. Salvage materials shall be the property of the Owner and stored or removed from the site by the Construction Manager at the Owner's direction.

ARTICLE 18 MISCELLANEOUS

18.1 Harmony:

1. The Construction Manager is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by the Construction Manager and its Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the Project.
2. The Construction Manager further agrees that the above provision will be included in all contracts with the subcontractors; however, said provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-

ATTACHMENT #1

membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

18.2 Dispute Resolution:

1. All claims, disputes and other matters in question, hereinafter referred to as a "Controversy", between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be initially submitted to mediation if mutually agreeable in accordance with the Construction Mediation Rules of the American Arbitration Association ("AAA") or any other mutually agreeable mediation firm.
2. Should either the Owner or the Construction Manager feel it necessary and appropriate to take any legal action to enforce any of the terms or conditions of this Agreement, then each party shall be responsible for its own attorney's fees and costs associated with such litigation.

18.3 Construction Manager's Project Records:

The Construction Manager's Project records shall be maintained for the minimum period required by state and federal law, and shall be made available to the Owner or its authorized representative at mutually convenient times.

18.4 Consequential Damages:

The parties mutually waive all claims for consequential damages, except to the extent paid for by insurance maintained for this project.

18.5 Public Records:

1. 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
ITY'S/OWNER'S CUSTODIAN OF PUBLIC RECORDS:**

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

2. Construction Manager agrees to comply with public records laws, specifically to:

ATTACHMENT #1

- A. Keep and maintain public records required by the City/Owner to perform the services set forth herein.
- B. Upon request from the City's/Owner's custodian of public records, provide the City/Owner 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.
- C. 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 Construction Manager does not transfer the records to the City/Owner.
- D. Upon completion of the contract, transfer, at no cost to the City/Owner, all public records in possession of the Construction Manager or keep and maintain public records required by the City/Owner to perform the services set forth herein. If the Construction Manager transfers all public records to the City/Owner upon completion of the contract, the Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Construction Manager keeps and maintains public records upon completion of the contract, the Construction Manager shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City/Owner, upon request from the City's/Owner's custodian of public records, in a format that is compatible with the information technology systems of the City/Owner.

18.6 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.

18.7 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.

ATTACHMENT #1

18.8 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 Owner and the Construction Manager. All notices required and/or made pursuant to this Agreement to be given to the Owner and the Construction Manager 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:

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

with copy to: City Attorney
Bell & Roper, P.A.
2707 E. Jefferson Street
Orlando, Florida 32803

Construction Manager: Evergreen Construction Management, Inc.
30941 Suneagle Drive
Mount Dora Florida 32757

18.9 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.

18.10 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.

18.11 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.

18.12 Equal Opportunity Employer:

The Construction Manager is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Construction Manager will further ensure that

**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 **04/07/2020** the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Amount: \$464,995.42

**Budget Account Number:
310-5555-580.62-34FA2407**

**City Project Manager:
George Marek**

**Contractor:
Faden Builders Inc**

**Contractor Project Manager:
Shawn Howard**

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

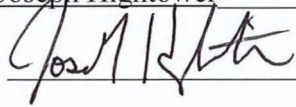
SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

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

Recommended By:

Print: Joseph Hightower

Signature: 

Date: 3/21/2024

Reviewed By:

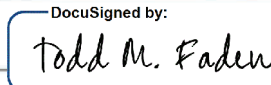
Print: _____

Signature: _____

Date: _____

CONTRACTOR ACCEPTANCE

Print Name: Todd M. Faden

Signature: 

Date: 4/10/2024

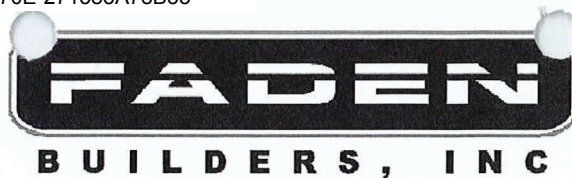
CITY APPROVAL

Print Name:

Signature:

Date:

Exhibit A – Scope of Work



03/19/2024

Faden Proposal No. 24-070 Permit

Chief Joseph Hightower
Fire Chief
City of Mount Dora
1300 N Donnelly Street
Mount Dora, Florida 32757

RE: MD Fire Station#34 Bay Renovation (Permit Fee's)

Scope Summary: Bay renovations – Permit Fee's

Exhibit A: Scope of Work

1. General Conditions
 - a. Project Management and Supervision
 - b. Mobilization/Demobilization
2. New Construction
 - a. Allowance for Permit Fee's

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

Exhibit B: Price/GMP Breakdown

Permit Fee's (Allowance)	\$55,000.00
--------------------------	-------------

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

regards,

Shawn Howard
Faden Builders, Inc.



02/20/2024

Faden Proposal No. 24-070 Louvers/CO2

Chief Joseph Hightower
Fire Chief
City of Mount Dora
1300 N Donnelly Street
Mount Dora, Florida 32757

RE: MD Fire Station#34 Bay Renovation

Scope Summary: Bay renovations – Provide all labor and materials for Louvers/CO2

Exhibit A: Scope of Work

1. General Conditions
 - Project Management and Supervision
 - Mobilization/Demobilization
2. New Construction
 - Furnish and install replacement apparatus by exhaust fan with Loren Cook SQN fan
 - Line voltage thermostat set to 80 degrees (Is adjustable as needed)
 - Include (2) Nox/Co2 detectors/controllers. If temperature rises above set point, the exhaust fan will be activated
 - Exhaust Fan ductwork to be extended to the floor n ends of the bay (12" aff)
 - Furnish and install (1) Motorized Louver 48"x48" or sized as needed for existing construction
 - Includes change of power from 120V tpo 240 v
 - Includes conduit and wire for line voltage
 - Includes conduit and wire ofr Nox/Co2 detectors, One south wall, One north wall)
 - Includes demolition of the engine exhaust system
 - Includes conduit and wiring for low voltage for wall mounted controller
 - Coordination required for cleared and open space
 - Cleanup included

Qualifications and Exclusions:

1. Work to be completed 1st shift, M-F, no overtime is included.
2. The scope is limited to the items listed in Exhibit A. Any other added scope items or items required by the AHJ for permitting are excluded and will be charged as a change order.
3. Geotechnical testing/reports are excluded.
4. Dewatering is excluded.
5. Landscaping, irrigation, and sod are excluded.
6. Civil engineering is excluded.
7. Permit fees are excluded.

State Cert# CGC 060972

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

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

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

www.FadenBuildersinc.com

**Exhibit B: Price/GMP Breakdown**

1. General Conditions	\$ 3,280.70
2. Site – Concrete demolition	\$ 6,450.44
3. Mechanical – Louvers/CO2	\$ 69,375.26
4. Electrical	\$ 7,006.23
Subtotal	\$ 86,112.63
General Liability Insurance	\$ 1,119.46
Contingency	excluded
Contractor's Fee	\$ 12,055.77
Permit Fee	excluded
Performance and Payment Bond	excluded
Gross Maximum Price (GMP):	\$ 99,287.86

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

Exhibit C: Basic Schedule

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

Proposed duration schedule:

10 weeks for material procurement and submittals

10-15 workdays for mobilization and demolition

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



Exhibit D: Construction Team

Owner's Representative: Chief Joseph Hightower (Fire Chief City of Mount Dora)
Construction Manager: Todd Faden (Faden Builders)

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Shawn Howard
Site Superintendent: Rob Bennett
Project Engineer: Andre Harris
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Nicole Rake

Exhibit F: Sub-Contractors

JMC – Concrete/Wall Demo
Holiday AC – Fans
Bumgarner Electric - Electrical

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

Best regards,

Shawn Howard
Faden Builders, Inc.



02/20/2024

Faden Proposal No. 24-070 Painting

Chief Joseph Hightower
Fire Chief
City of Mount Dora
1300 N Donnelly Street
Mount Dora, Florida 32757

RE: MD Fire Station#34 Bay Renovation

Scope Summary: Bay renovations – Provide all labor and materials for Painting

Exhibit A: Scope of Work

1. General Conditions
 - a. Project Management and Supervision
 - b. Mobilization/Demobilization
2. New Construction
 - a. Painting exposed metal ceiling of bay area with acrylic dry fall paint (Color TBD)
 - b. Clean/pressure wash floors in bay area and repair floor striping
 - c. Paint Walls in bay area with interior paint
 - d. Includes scissor lift equipment
 - e. Coordination required for cleared and open bays
 - f. Cleanup included

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. Excludes paint of walls, doors or columns
4. Excludes grinding, polishing or burnishing floors
5. Excludes painting or sealing concrete floor (see add options)
6. Geotechnical testing/reports are excluded.
7. Dewatering is excluded.
8. Landscaping, irrigation, and sod are excluded.
9. Civil engineering is excluded.
10. Permit fees are excluded.

State Cert# CGC 060972

Mailing Address: 1194 Camp Ave. Mount Dora, FL 32757
Offices: 3390 E. Vista Blvd Lake Buena Vista , FL 32830 • 1194 Camp Ave, Mt Dora FL 32757
Phone: 352-735-9805 • Fax: 352-735-9806
www.FadenBuildersinc.com

**Exhibit B: Price/GMP Breakdown**

1. General Conditions	\$ 1,526.32
2. Finishes – Painting	\$ 22260.53
Subtotal	\$ 23,786.84
General Liability Insurance	\$ 309.23
Contingency	\$ 0.00
Contractor's Fee	\$ 3,330.16
Permit Fee	excluded
Performance and Payment Bond	\$ 0.00
Gross Maximum Price (GMP):	\$ 27,426.23

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

Exhibit C: Basic Schedule

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

Proposed duration schedule:

- 1 weeks for material procurement and submittals
- 1 week workdays for mobilization and demolition

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

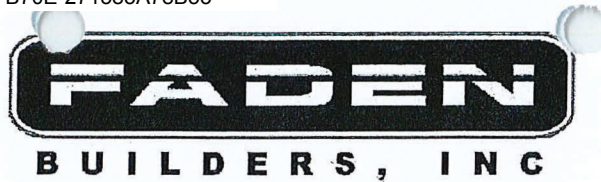


Exhibit D: Construction Team

Owner's Representative: Chief Joseph Hightower (Fire Chief City of Mount Dora)
Construction Manager: Todd Faden (Faden Builders)

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Shawn Howard
Site Superintendent: Rob Bennett
Project Engineer: Andre Harris
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Nicole Rake

Exhibit F: Sub-Contractors

EPA – Painting

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

Best regards,

Shawn Howard
Faden Builders, Inc.



02/20/2024

Faden Proposal No. 24-070 Bay Doors

Chief Joseph Hightower
Fire Chief
City of Mount Dora
1300 N Donnelly Street
Mount Dora, Florida 32757

RE: MD Fire Station#34 Bay Renovation

Scope Summary: Bay renovations – Provide all labor and materials for New Bay Doors

Exhibit A: Scope of Work

1. General Conditions
 - a. Project Management and Supervision
 - b. Mobilization/Demobilization
2. New Construction
 - a. Furnish and install (4) 24'0" x 12'9" Clopay 904 Architectural Series Doors
 - b. Aluminum 904 W4, design pressure +25, -25
 - c. Clear Aluminum Anodized
 - d. 10K cycle Springs
 - e. Two Slide Locks
 - f. GH-75 3 L5L ¾ HP
 - g. 3 phase 208/23/460 V (Assume existing power and low voltage will work for new doors)
 - h. Electric Miller Safety Edge 2 wire kit -includes coil cord
 - i. Safety ACC CPS-Open Phot eyes thru beam logic
 - j. Include removal of existing doors
 - k. Includes scissor lift equipment
 - l. Coordination required for cleared and open bays
 - m. Cleanup included

Qualifications and Exclusions:

1. Work to be completed 1st shift, M-F, no overtime is included.
2. The scope is limited to the items listed in Exhibit A. Any other added scope items or items required by the AHJ for permitting are excluded and will be charged as a change order.
3. Geotechnical testing/reports are excluded.
4. Dewatering is excluded.
5. Landscaping, irrigation, and sod are excluded.
6. Civil engineering is excluded.
7. Permit fees are excluded.

State Cert# CGC 060972

Mailing Address: 1194 Camp Ave. Mount Dora, FL 32757
Offices: 3390 E. Vista Blvd Lake Buena Vista , FL 32830 • 1194 Camp Ave, Mt Dora FL 32757
Phone: 352-735-9805 • Fax: 352-735-9806
www.FadenBuildersinc.com

**Exhibit B: Price/GMP Breakdown**

1. General Conditions	\$ 2,403.51
2. Doors – New Bay Doors (4 total)	\$ 76,897.72
3. Electrical	\$ 1,379.82
Subtotal	\$ 80,681.05
General Liability Insurance	\$ 1,048.85
Contingency	excluded
Contractor's Fee	\$ 11,295.35
Permit Fee	excluded
Performance and Payment Bond	excluded
Gross Maximum Price (GMP):	\$ 93,025.25

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

Exhibit C: Basic Schedule

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

Proposed duration schedule:

1 weeks for material procurement and submittals

15 workdays for mobilization and demolition

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



Exhibit D: Construction Team

Owner's Representative: Chief Joseph Hightower (Fire Chief City of Mount Dora)
Construction Manager: Todd Faden (Faden Builders)

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Shawn Howard
Site Superintendent: Rob Bennett
Project Engineer: Andre Harris
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Nicole Rake

Exhibit F: Sub-Contractors

Miner – Bay Doors

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

Best regards,

Shawn Howard
Faden Builders, Inc.

CLOPAY COMMERCIAL – MODELS 904, 904U architectural series



ALUMINUM FULL-VIEW DOORS

Clopay's Model 904 showcases a sleek design with fewer lines and angles to its appearance. With equal stile spacing, rail and stile profiles are more proportional to each other. This design provides an aesthetically pleasing appearance making it ideal in applications such as restaurants, auto dealerships and fire stations. In addition to these features, Model 904U features Intellicore® polyurethane insulated rails and stiles.

clopaycommercial.com



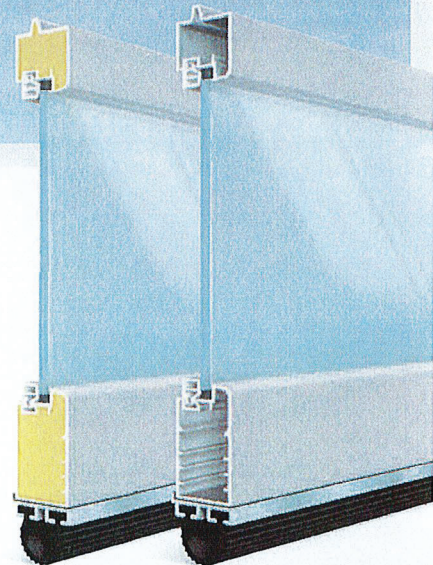
Frame Detail



Section Joint Seal



Reinforcing Fin (where applicable)



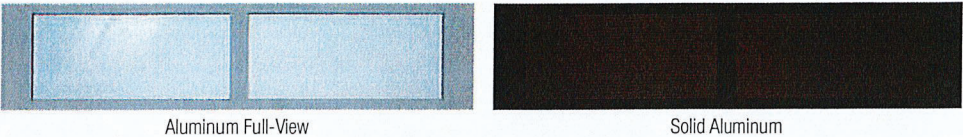
Model 904U*

Model 904

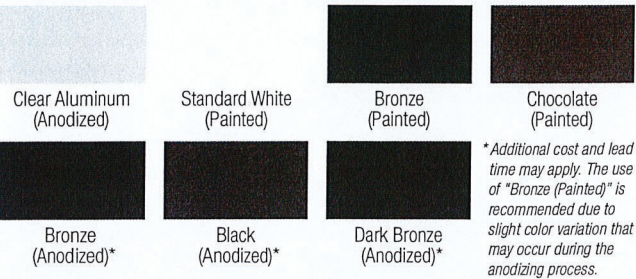
*Model 904U R-value 3.8 with clear insulated glass.

OPTIONS

PANEL OPTIONS



FRAME/SOLID PANEL COLOR OPTIONS

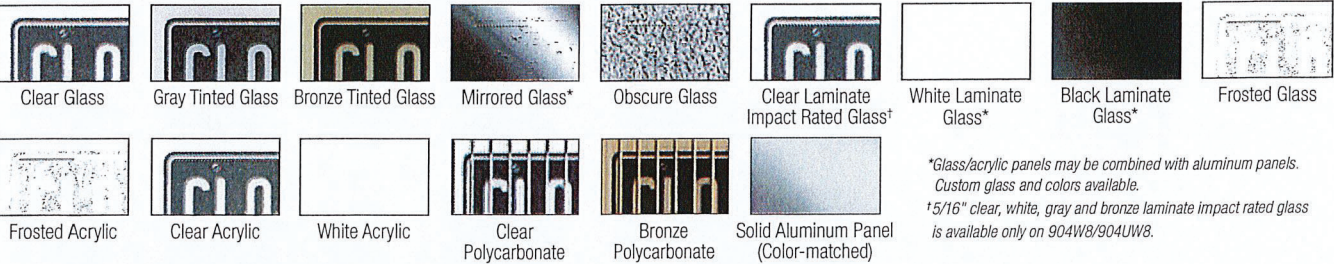


CUSTOM PAINT OPTIONS

Color Blast® finish paint system or RAL Powder Coating give you thousands of color options for endless upgrades. See your Clopay Dealer for details.



GLASS/PANEL OPTIONS

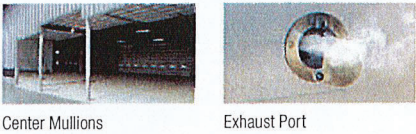


PERFORMANCE OPTIONS

HEAVY-DUTY HARDWARE



SPECIALTY PRODUCTS



OPTIONAL WARRANTY

Extended 8-year hardware warranty includes upgraded industrial hardware. Upgraded hardware includes 3" track and rollers, 11 gauge hinges, heavy duty brackets, solid shaft and more.



WINDCODE®



Design pressures (DP) up to 52 PSF depending on configuration. Models tested 50% greater than DP.

STANDARD SPECIFICATIONS

Max Width	24'2" (Maximum width for Model 904U is 20'2")
Max Height	20'0"
Exterior/Interior Panel Thickness	2-1/8"
Insulation	Intellicore® polyurethane (Model 904U)
R-Value*	3.8 (Model 904U with clear insulated glass)
U-Factor	0.86 (Model 904U with clear insulated glass)
Air Infiltration Rate	0.15cfm/ft²
End Stile Thickness	4.5" wide single up to 14'2" 6.5" wide double over 14'2"
Emboss	Recessed panel with smooth surface
Panel Style	Full-view or solid aluminum panel
Section Construction	6063-T5 extruded aluminum alloy

Window Style	Full-view
Glass	DSB glass, tempered glass, acrylic, thicknesses of 1/8", 1/4" and 1/2"
Solid Panels	Insulated and non-insulated aluminum panels
Wind Load	Impact rated (W8 only)
Joint Seal	Yes
Springs	10,000 cycle springs Galvanized aircraft cable with minimum 7:1 safety factor
Tracks	2" angle mount track with standard lift 3" track where applicable
Hardware	TPE astragal in corrosion-resistant retainer Steel step plate and lift handle Inside slide lock for increased security
Warranty	Standard Paint – 5 Years Material and Workmanship – 1 Year
	Commercial 10-ball steel rollers 14 gauge hinges Color Blast® finish – 5 Years Hardware – 1 Year

*Calculated door section R-value is in accordance with DASMA TDS-163.



For more information on these and other Clopay products, visit clopaycommercial.com. Architects and specifiers, visit architectdoorhelp.com.



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CMDC-904-19_REV0124



02/20/2024

Faden Proposal No. 24-070 Misc Electrical

Chief Joseph Hightower
Fire Chief
City of Mount Dora
1300 N Donnelly Street
Mount Dora, Florida 32757

RE: MD Fire Station#34 Bay Renovation

Scope Summary: Bay renovations – Provide all labor and materials for Misc Electrical

Exhibit A: Scope of Work

1. General Conditions
 - Project Management and Supervision
 - Mobilization/Demobilization
2. New Construction
 - Provide and install (4) ceiling mounted cord drops. Drops to be supported by Kellum Grip connectors
 - Relocate the fire riser control unit inside the storage room for demo of wall (No fire scope included)
 - Relocate power to exhaust fan in Flammable Storage area
 - Coordination required for cleared and open space
 - Cleanup included

Qualifications and Exclusions:

1. Work to be completed 1st shift, M-F, no overtime is included.
2. The scope is limited to the items listed in Exhibit A. Any other added scope items or items required by the AHJ for permitting are excluded and will be charged as a change order.
3. Geotechnical testing/reports are excluded.
4. Dewatering is excluded.
5. Landscaping, irrigation, and sod are excluded.
6. Civil engineering is excluded.
7. Permit fees are excluded.

**Exhibit B: Price/GMP Breakdown**

1. General Conditions	\$ 3,280.70
2. Electrical	\$ 5,331.14
Subtotal	\$ 8,611.84
General Liability Insurance	\$ 111.95
Contingency	excluded
Contractor's Fee	\$ 1,205.66
Permit Fee	excluded
Performance and Payment Bond	excluded
Gross Maximum Price (GMP):	\$ 9,929.45

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

Exhibit C: Basic Schedule

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

Proposed duration schedule:

4 weeks for material procurement and submittals

5-7 workdays for mobilization and demolition

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



Exhibit D: Construction Team

Owner's Representative: Chief Joseph Hightower (Fire Chief City of Mount Dora)
Construction Manager: Todd Faden (Faden Builders)

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Shawn Howard
Site Superintendent: Rob Bennett
Project Engineer: Andre Harris
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Nicole Rake

Exhibit F: Sub-Contractors

Bumgarner Electric - Electrical

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

Best regards,

Shawn Howard
Faden Builders, Inc.



02/20/2024

Faden Proposal No. 24-070 Bay Lights

Chief Joseph Hightower
Fire Chief
City of Mount Dora
1300 N Donnelly Street
Mount Dora, Florida 32757

RE: MD Fire Station#34 Bay Renovation

Scope Summary: Bay renovations – Provide all labor and materials for Bay Lights

Exhibit A: Scope of Work

1. General Conditions
 - Project Management and Supervision
 - Mobilization/Demobilization
2. New Construction
 - Furnish and install replacement (13) High Bay light Fixtures
 - Includes 400W equivalent LED high bay fixtures
 - Coordination required for cleared and open space
 - Cleanup included

Qualifications and Exclusions:

1. Work to be completed 1st shift, M-F, no overtime is included.
2. The scope is limited to the items listed in Exhibit A. Any other added scope items or items required by the AHJ for permitting are excluded and will be charged as a change order.
3. Geotechnical testing/reports are excluded.
4. Dewatering is excluded.
5. Landscaping, irrigation, and sod are excluded.
6. Civil engineering is excluded.
7. Permit fees are excluded.

State Cert# CGC 060972

Mailing Address: 1194 Camp Ave. Mount Dora, FL 32757
Offices: 3390 E. Vista Blvd Lake Buena Vista , FL 32830 • 1194 Camp Ave, Mt Dora FL 32757
Phone: 352-735-9805 • Fax: 352-735-9806
www.FadenBuildersinc.com

**Exhibit B: Price/GMP Breakdown**

1. General Conditions	\$ 3,280.70
2. Electrical	\$ 12,230.26
Subtotal	\$ 15,510.96
General Liability Insurance	\$ 201.64
Contingency	excluded
Contractor's Fee	\$ 2,171.54
Permit Fee	excluded
Performance and Payment Bond	excluded
Gross Maximum Price (GMP):	\$ 17,884.14

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

Exhibit C: Basic Schedule

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

Proposed duration schedule:

4 weeks for material procurement and submittals

5-7 workdays for mobilization and demolition

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



Exhibit D: Construction Team

Owner's Representative: Chief Joseph Hightower (Fire Chief City of Mount Dora)
Construction Manager: Todd Faden (Faden Builders)

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Shawn Howard
Site Superintendent: Rob Bennett
Project Engineer: Andre Harris
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Nicole Rake

Exhibit F: Sub-Contractors

Bumgarner Electric - Electrical

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

Best regards,

Shawn Howard
Faden Builders, Inc.



02/20/2024

Faden Proposal No. 24-070 Fans

Chief Joseph Hightower
Fire Chief
City of Mount Dora
1300 N Donnelly Street
Mount Dora, Florida 32757

RE: MD Fire Station#34 Bay Renovation

Scope Summary: Bay renovations – Provide all labor and materials for Big Ass Fans

Exhibit A: Scope of Work

1. General Conditions
 - Project Management and Supervision
 - Mobilization/Demobilization
2. New Construction
 - Furnish and install (2) Big Ass Fans 6 14' Fans
 - Includes new conduit and wire to power new fans
 - Includes conduit and wiring for low voltage for wall mounted controller
 - Coordination required for cleared and open space
 - Cleanup included

Qualifications and Exclusions:

1. Work to be completed 1st shift, M-F, no overtime is included.
2. The scope is limited to the items listed in Exhibit A. Any other added scope items or items required by the AHJ for permitting are excluded and will be charged as a change order.
3. Geotechnical testing/reports are excluded.
4. Dewatering is excluded.
5. Landscaping, irrigation, and sod are excluded.
6. Civil engineering is excluded.
7. Permit fees are excluded.

**Exhibit B: Price/GMP Breakdown**

1. General Conditions	\$ 3,280.70
2. Mechanical – Fans	\$ 27,212.46
3. Electrical	\$ 4,578.51
Subtotal	\$ 35,071.67
General Liability Insurance	\$ 455.93
Contingency	excluded
Contractor's Fee	\$ 4,910.03
Permit Fee	excluded
Performance and Payment Bond	excluded
Gross Maximum Price (GMP):	\$ 40,437.63

Option #1: Big Ass Fan Powerfoil X4.0 14' fan Add \$9,033.20

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

Exhibit C: Basic Schedule

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

Proposed duration schedule:

- 4 weeks for material procurement and submittals
- 7-10 workdays for mobilization and demolition

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



Exhibit D: Construction Team

Owner's Representative: Chief Joseph Hightower (Fire Chief City of Mount Dora)
Construction Manager: Todd Faden (Faden Builders)

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Shawn Howard
Site Superintendent: Rob Bennett
Project Engineer: Andre Harris
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Nicole Rake

Exhibit F: Sub-Contractors

Holiday AC – Fans
Bumgarner Electric - Electrical

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

Best regards,

Shawn Howard
Faden Builders, Inc.



02/20/2024

Faden Proposal No. 24-070 Heaters

Chief Joseph Hightower
Fire Chief
City of Mount Dora
1300 N Donnelly Street
Mount Dora, Florida 32757

RE: MD Fire Station#34 Bay Renovation

Scope Summary: Bay renovations – Provide all labor and materials for Heaters

Exhibit A: Scope of Work

1. General Conditions
 - Project Management and Supervision
 - Mobilization/Demobilization
2. New Construction
 - Furnish and install (4) new electric unit heaters with new 735 KW heater to include fan bracket
 - Demo of existing heaters is included
 - Each heater include adjustable thermostat
 - Each heater includes door sensor for each bay door, so when any bay door opens, all heaters will deactivate
 - includes disconnection and re-connection of power
 - Includes conduit and wiring for low voltage
 - Coordination required for cleared and open space
 - Cleanup included

Qualifications and Exclusions:

1. Work to be completed 1st shift, M-F, no overtime is included.
2. The scope is limited to the items listed in Exhibit A. Any other added scope items or items required by the AHJ for permitting are excluded and will be charged as a change order.
3. Geotechnical testing/reports are excluded.
4. Dewatering is excluded.
5. Landscaping, irrigation, and sod are excluded.
6. Civil engineering is excluded.
7. Permit fees are excluded.

State Cert# CGC 060972

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

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

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

www.FadenBuildersinc.com

**Exhibit B: Price/GMP Breakdown**

1. General Conditions	\$ 3,280.70
2. Mechanical – Heaters	\$ 24,616.84
3. Electrical	\$ 2,557.02
Subtotal	\$ 30,454.56
General Liability Insurance	\$ 395.91
Contingency	excluded
Contractor's Fee	\$ 4,263.64
Permit Fee	excluded
Performance and Payment Bond	excluded
Gross Maximum Price (GMP):	\$ 35,114.11

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

Exhibit C: Basic Schedule

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

Proposed duration schedule:

- 4 weeks for material procurement and submittals
- 7-10 workdays for mobilization and demolition

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



Exhibit D: Construction Team

Owner's Representative: Chief Joseph Hightower (Fire Chief City of Mount Dora)
Construction Manager: Todd Faden (Faden Builders)

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Shawn Howard
Site Superintendent: Rob Bennett
Project Engineer: Andre Harris
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Nicole Rake

Exhibit F: Sub-Contractors

Holiday AC - Heaters
Bumgarner Electric - Electrical

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

Best regards,

Shawn Howard
Faden Builders, Inc.



02/20/2024

Faden Proposal No. 24-070 Equipment

Chief Joseph Hightower
Fire Chief
City of Mount Dora
1300 N Donnelly Street
Mount Dora, Florida 32757

RE: MD Fire Station#34 Bay Renovation

Scope Summary: Bay renovations – Provide all labor and materials for Equipment

Exhibit A: Scope of Work

1. General Conditions
 - a. Project Management and Supervision
 - b. Mobilization/Demobilization
2. New Construction
 - a. Furnish and install (1) Unimac Fire Industry washer- Extractor (UCT040QN0GXU70B000) which includes steel base. Delivery, installation and training (NFPA 18551 compliance)
 - b. Furnish and install (1) stacked washer and dryer incudes wash box (allowance of \$2,000.00)
 - c. Furnish and install (1) Elkay kitchen sink DLR332210 Moen 7594SRS Faucet
 - d. Furnish and install (1) Stiebel Eltron Tempera 24 water heater
 - e. Rough in for extractor to include 20'0" stub out for extractor drain with allowance for 3" stub out
 - f. Demolition and reinstall for new drain (Concrete)
 - g. Coordination required for cleared and open space
 - h. Cleanup included

Qualifications and Exclusions:

1. Work to be completed 1st shift, M-F, no overtime is included.
2. The scope is limited to the items listed in Exhibit A. Any other added scope items or items required by the AHJ for permitting are excluded and will be charged as a change order.
3. Geotechnical testing/reports are excluded.
4. Dewatering is excluded.
5. Landscaping, irrigation, and sod are excluded.
6. Civil engineering is excluded.
7. Permit fees are excluded.

State Cert# CGC 060972

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

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

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

www.FadenBuildersinc.com

**Exhibit B: Price/GMP Breakdown**

1. General Conditions	\$ 4,610.35
2. Equipment – Extractor & Stacked Washer/Dryer	\$ 15,440.53
3. Mechanical – Plumbing	\$ 9,456.14
4. Electrical	\$ 940.79
Subtotal	\$ 30,447.81
General Liability Insurance	\$ 395.82
Contingency	excluded
Contractor's Fee	\$ 4,262.69
Permit Fee	excluded
Performance and Payment Bond	excluded
Gross Maximum Price (GMP):	\$ 35,106.32

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

Exhibit C: Basic Schedule

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

Proposed duration schedule:

4 weeks for material procurement and submittals

7-10 workdays for mobilization and demolition

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



Exhibit D: Construction Team

Owner's Representative: Chief Joseph Hightower (Fire Chief City of Mount Dora)
Construction Manager: Todd Faden (Faden Builders)

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Shawn Howard
Site Superintendent: Rob Bennett
Project Engineer: Andre Harris
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Nicole Rake

Exhibit F: Sub-Contractors

Southeastern Laundry Equipment Sales – Extractor
The Plumber - Plumbing
Bumgarner Electric - Electrical

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

Best regards,

Shawn Howard
Faden Builders, Inc.



02/20/2024

Faden Proposal No. 24-070 Dehumidifier

Chief Joseph Hightower
Fire Chief
City of Mount Dora
1300 N Donnelly Street
Mount Dora, Florida 32757

RE: MD Fire Station#34 Bay Renovation

Scope Summary: Bay renovations – Provide all labor and materials for Dehumidifier

Exhibit A: Scope of Work

1. General Conditions
 - a. Project Management and Supervision
 - b. Mobilization/Demobilization
2. New Construction
 - a. Furnish and install high-capacity performance Ultra 120V Dehumidifier
 - b. MERV 13 air filter with dedicated fresh air mechanical ventilation
 - c. 90% ASHRAE dust Spot
 - d. Sheetmetal duct plenum with diffuser 20
 - e. Includes power to dehumidifier assuming power is 120V 20 amp circuit
 - f. Coordination required for cleared and open space
 - g. Cleanup included

Qualifications and Exclusions:

1. Work to be completed 1st shift, M-F, no overtime is included.
2. The scope is limited to the items listed in Exhibit A. Any other added scope items or items required by the AHJ for permitting are excluded and will be charged as a change order.
3. Geotechnical testing/reports are excluded.
4. Dewatering is excluded.
5. Landscaping, irrigation, and sod are excluded.
6. Civil engineering is excluded.
7. Permit fees are excluded.

Exhibit B: Price/GMP Breakdown

State Cert# CGC 060972

Mailing Address: 1194 Camp Ave. Mount Dora, FL 32757
Offices: 3390 E. Vista Blvd Lake Buena Vista , FL 32830 • 1194 Camp Ave, Mt Dora FL 32757
Phone: 352-735-9805 • Fax: 352-735-9806
www.FadenBuildersinc.com



1. General Conditions	\$ 3,280.70
2. Mechanical - Dehumidifier	\$ 10,147.02
3. Electrical	\$ 2,619.74

Subtotal	\$ 16,047.46
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General Liability Insurance	\$ 208.62
Contingency	excluded
Contractor's Fee	\$ 2,246.64
Permit Fee	excluded
Performance and Payment Bond	excluded

Gross Maximum Price (GMP):	\$ 18,502.72
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The prices included in this proposal are valid for 30 days per our material vendors due to steady material price increases.

Exhibit C: Basic Schedule

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

Proposed duration schedule:

1 weeks for material procurement and submittals

5-7 workdays for mobilization and demolition

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



Exhibit D: Construction Team

Owner's Representative: Chief Joseph Hightower (Fire Chief City of Mount Dora)
Construction Manager: Todd Faden (Faden Builders)

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Shawn Howard
Site Superintendent: Rob Bennett
Project Engineer: Andre Harris
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Nicole Rake

Exhibit F: Sub-Contractors

Holiday AC – Dehumidifier
Bumgarner Electric - Electrical

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

Best regards,

Shawn Howard
Faden Builders, Inc.



02/20/2024

Faden Proposal No. 24-070 HVAC

Chief Joseph Hightower
Fire Chief
City of Mount Dora
1300 N Donnelly Street
Mount Dora, Florida 32757

RE: MD Fire Station#34 Bay Renovation

Scope Summary: Bay renovations – Provide all labor and materials for HVAC

Exhibit A: Scope of Work

1. General Conditions
 - Project Management and Supervision
 - Mobilization/Demobilization
2. New Construction
 - Furnish and install Mitsubishi or LG ductless system in bunker gear and storage rooms
 - Includes (1) condenser (3-ton heat pump)
 - Includes (2) indoor high wall mounted air handlers units
 - Includes power to (1) condenser and (@) air handler units
 - Includes drawings for permitting
 - Coordination required for cleared and open space
 - Cleanup included

Qualifications and Exclusions:

1. Work to be completed 1st shift, M-F, no overtime is included.
2. The scope is limited to the items listed in Exhibit A. Any other added scope items or items required by the AHJ for permitting are excluded and will be charged as a change order.
3. Geotechnical testing/reports are excluded.
4. Dewatering is excluded.
5. Landscaping, irrigation, and sod are excluded.
6. Civil engineering is excluded.
7. Permit fees are excluded.

State Cert# CGC 060972

Mailing Address: 1194 Camp Ave. Mount Dora, FL 32757
Offices: 3390 E. Vista Blvd Lake Buena Vista , FL 32830 • 1194 Camp Ave, Mt Dora FL 32757
Phone: 352-735-9805 • Fax: 352-735-9806
www.FadenBuildersinc.com

**Exhibit B: Price/GMP Breakdown**

1. General Conditions	\$ 3,280.70
2. Mechanical – HVAC	\$ 18,295.70
3. Electrical	\$ 6,855.26
Subtotal	\$ 28,431.67
General Liability Insurance	\$ 369.61
Contingency	excluded
Contractor's Fee	\$ 3,980.43
Permit Fee	\$ 500.00
Performance and Payment Bond	excluded
Gross Maximum Price (GMP):	\$ 33,281.71

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

Exhibit C: Basic Schedule

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

Proposed duration schedule:

- 4 weeks for material procurement and submittals
- 5-7 workdays for mobilization and demolition

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



Exhibit D: Construction Team

Owner's Representative: Chief Joseph Hightower (Fire Chief City of Mount Dora)
Construction Manager: Todd Faden (Faden Builders)

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Shawn Howard
Site Superintendent: Rob Bennett
Project Engineer: Andre Harris
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Nicole Rake

Exhibit F: Sub-Contractors

Holiday Air - HVAC
Bumgarner Electric - Electrical

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

Best regards,

Shawn Howard
Faden Builders, Inc.



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

DATE: April 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Discuss Parking Garage Funding Options

Introduction:

This is an opportunity for City Council to discuss potential parking garage funding.

Discussion:

As directed by the City Council at the April 2, 2024, meeting, this item is to introduce financial options for the funding of a parking garage. Attached is a summary presentation. As an overriding theme, staff is suggesting a workshop to discuss parking options, land purchases, engineering cost, etc. as a formal presentation. There are numerous factors involved in pursuing bonds.

Budget Impact:

Budget impacts are determined upon financial options

Strategic Impact:

Goal 2: Infrastructure / Public Safety

Objective 2.1. Improve parking capacity/Identify final location

Objective 2.4. Sustain City Infrastructure

Recommendation:

This is an opportunity for City Council to discuss potential parking garage funding, and if warranted, schedule a workshop for a later date.

Attachment(s):

1. Municipal bonds overview

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Adam Sumner, CRA Administrator
Rita Meade, Finance Director
Aneta Barton, Budget Director

Approved - 4/3/2024
Approved - 4/4/2024
Approved - 4/4/2024

Jeanann Hand, City Clerk
Vince Sandersfeld, Acting City Manager

Approved - 4/4/2024
Final Approval - 4/4/2024

Municipal bonds

- ▶ Municipal bonds (munis) are debt securities issued by state and local governments.
- ▶ A municipal bond is categorized based on the source of its interest payments and principal repayments.
- ▶ A bond can be structured in different ways, offering various benefits, risks, and tax treatments.
- ▶ Income generated by a municipal bond may be taxable.
- ▶ There are three types of bonds issuance for the City:
 - ▶ General Obligation Bonds
 - ▶ Revenue Bonds
 - ▶ Special Assessment Bonds

Types of Municipal Bonds

General Obligation (GO) Bonds

- ▶ A general obligation bond (GO bond) is a municipal bond backed solely by the credit rating of the agency and taxing power rather than the revenue from a given project.
- ▶ General obligation bonds are issued with the belief that a municipality will be able to repay its debt obligation through taxation.
- ▶ No assets are used as collateral.
- ▶ The amount of taxation available by a particular GO bond may be specified as either limited or unlimited.
- ▶ In the case of an unlimited GO bond, a municipality may increase property taxes accordingly to cover its payments and obligations.
- ▶ Voter approval is required for the amount and anticipated use
- ▶ Favorable interest rates
- ▶ Rollback rate does not apply to the millage rates used to pay GO bonds

April 16, 2024 City Council Regular Session Agenda Packet

Revenue bonds

- ▶ A revenue bond is a category of municipal bond supported by the revenue from a specific project, such as a toll bridge, highway, or parking fees.
- ▶ Revenue bonds that finance income-producing projects are thus secured by a specified revenue source.
- ▶ Revenue bonds are project-specific and are not funded by taxpayers but users.
- ▶ While a revenue bond is backed by a specific revenue stream, it has a higher risk than GO bonds and pays a higher rate of interest because it relies on the full faith and creditworthiness of the issuing municipality.
- ▶ Voter approval usually not required
- ▶ Higher interest rates than GO bonds
- ▶ Coverage covenants usually included

Types of Municipal Bonds

Special Assessment Bonds

- ▶ Special assessment bonds are general obligation bonds, commonly issued to fund development projects, where the interest owed is paid by taxes levied solely on the beneficiaries of that project (limited by group of property owners).
- ▶ Special assessment taxes cannot exceed the total cost of the project.
- ▶ High interest cost due to high risk.
- ▶ Markets concerns about defaults -possible mitigation by utilizing uniform method of collection on the annual property tax bills



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

DATE: April 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Approval of **Resolution No. 2024-23**, Approval of Final Rankings and Authorization to Negotiate for RFP# 24-ED-007, Parking Shuttle Transportation Services

Introduction:

This request is for City Council to approve Resolution No. 2024-23, Approval of the Final Rankings and Authorization for Staff to Negotiate a Contract for RFP# 24-ED-007, Parking Shuttle Transportation Services.

Discussion:

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

On February 14, 2024, RFP# 24-ED-007 for Parking Shuttle Transportation Services (Attachment #1) was issued. Four (4) submittals were received by the opening date of March 15, 2024 at 2:00p.m. One (1) submittal was deemed non-responsive to the RFP requirements.

The Evaluation Committee met on March 27, 2024, to discuss and score the remaining three (3) submittals received. The discussion was detailed and scoring was consistent. Based on the Committee scores, the three (3) submittals were ranked from highest (#1) to lowest (#3). The Evaluation Committee elected to hold individual Presentation/Question & Answer sessions with each of the top three (3) ranked/shortlisted firms.

Presentation/Question & Answer sessions were held on April 3, 2024, with the shortlisted firms. The Evaluation Committee scoring of the three shortlist firms resulted in the following final ranking:

- #1 - Freebee
- #2 - Slidr

#3 - SP Plus

Staff is requesting approval of the final ranking and the authorization to enter into negotiations with the top ranked firm. If unable to reach a successful negotiation with the #1 ranked firm, staff will cease negotiations and move to negotiations with the #2 ranked firm.

Budget Impact:

There is a line item for Parking Solutions identified in the CRA budget under GL# 310-5555-580.63-01-CR2109. Alternatively, because the anticipated launch of the Parking Shuttle Service is October 1st, the funding source could be identified through the FY 2024-25 budget process.

There is also an option available for the City to apply for the Florida Department of Transportation (FDOT) Service Development Grant in May 2024. The award could cover 50% of the funding up to three years.

Strategic Impact:

GOAL 2: Infrastructure / Public Safety

Objective 2.1. Improve parking capacity/Identify final location

Recommendation:

The City Council approve Resolution No. 2024-23.

Attachment(s):

1. Attachment #1 - Request for Proposals# 24-ED-007
2. Resolution 2024-23, Parking Shuttle Transportation Services (CLEAN)

Prepared by:	Misty Sommer, Director of Economic Development & Public Information	
Reviewed by:	Adam Sumner, CRA Administrator	Approved - 4/8/2024
	Aneta Barton, Budget Director	Approved - 4/8/2024
	Whitney Donovan, Purchasing Coordinator	Approved - 4/8/2024
	City Attorney, City Attorney	Approved - 4/10/2024
	Jeanann Hand, City Clerk	Approved - 4/10/2024
	Vince Sandersfeld, Acting City Manager	Final Approval - 4/10/2024

Request for Proposals

**NUMBER
RFP #24-ED-007**



Parking Shuttle Transportation Services

*Whitney Donovan
Purchasing Coordinator*

LEGAL NOTICE

Notice is hereby given that the City of Mount Dora is accepting electronic responses only for a sealed Request for Proposals, RFP# 24-ED-007 to provide a professional “Parking Shuttle Transportation Services.” **Responses will be received until 2:00 p.m. on March 15, 2024.**

RFP# 24-ED-007 “Parking Shuttle Transportation Services”

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

A ☒ non-mandatory ☐ mandatory pre-bid/pre-proposal conference will be held only once **February 23, 2024** commencing promptly at **11:00 am** in the Conference Room 102, at 510 N Baker St, Mount Dora, FL 32757.

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

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

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

PROPOSER'S NON-RESPONSE STATEMENT
RFP# 24-ED-007
"Parking Shuttle Transportation Services"

The intent of the City of Mount Dora Finance Department is to issue solicitations that are clear, concise, and openly competitive. Therefore, we are interested in ascertaining reasons for prospective Proposers not wishing to respond to this solicitation.

If your firm is not responding to this RFP, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form to Whitney Donovan, City of Mount Dora Finance Department, 510 N. Baker St., Mount Dora, FL 32757.

We are not responding to this RFP for the following reason(s):

- ☐ Services requested not available through our company.
- ☐ Our firm could not meet specifications/scope of work.
- ☐ Specifications/scope of work not clearly understood or applicable (too vague, rigid, etc.)
- ☐ Project too small.
- ☐ Insufficient time allowed for preparation of response.
- ☐ Incorrect address used. Please correct mailing address:

- ☐ Other reason(s):

Name of Firm: _____
Mailing Address: _____
City, State, Zip: _____
Telephone No: _____
Email: _____

By: _____
Signature of Representative

NOTE: Electronic Proposal responses are the only method allowed for Proposers to respond to this solicitation. Proposers shall provide **electronic proposal responses via DemandStar only**. All submittals must be compatible with Microsoft Office 2007. Proposers may view/submit their Proposal only and will not have access to any other Proposer's submittals. A Proposer's submittal may be amended at the Proposer's discretion until the time and date of the submittal deadline, at which time the Proposer will no longer have access to their submittal. Accordingly, Proposer's may not amend their Proposal following the submittal deadline specified herein. All Proposals must be received by the submittal deadline, which will be scrupulously observed. Afterwards, the City will open the Proposals via computer, and publicly read them aloud. Bids received in any other form than DemandStar will be disqualified. No exceptions will be made. Proposers who are submitting Proposals to the City for the first time are strongly encouraged to contact DemandStar by e-mailing questions to DemandStar at www.demandstar.com.

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

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

1) INTRODUCTION/OVERVIEW

A) Purpose/Objective

The City of Mount Dora has issued this Request for Proposal (hereinafter, "**RFP**"), as a joint solicitation on behalf of the City, the Community Redevelopment Area, and the Northeast Community Redevelopment Area (collectively referenced herein as the "City"), with the sole purpose and intent of obtaining Proposals from interested and qualified firms offering to provide Parking Shuttle Transportation Services, in accordance with the specifications stated and/or attached herein/hereto. The City desires to contract with one selected proposer to provide Parking Shuttle Transportation Services for the City, CRA and Northeast CRA, as applicable. The selected proposer will hereinafter be referred to interchangeably as the "Proposer, Firm, Vendor or Consultant."

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

As is more fully explained in Section "6L" of this **RFP**, an award, if made, will be made to the best overall Proposer whose Proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFP**. The City will not use any other factors or criteria in the evaluation of the Proposals received.

B) Background

The City serves an area of 12.26 square miles with a population of approximately 16,688. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the

custody and accounting of funds in each department.

More detailed information on the government and its finances can be found in City of Mount Dora's Comprehensive Annual Financial Report for fiscal year **2022-2023** and in the City's Annual Budget for fiscal year **2023-2024**. Copies of these documents may be viewed on www.cityofmoundora.com. The City of Mount Dora is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFP** to Whitney Donovan, Purchasing Coordinator, and submit such questions in writing to: donovanw@mounddora.gov. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

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

D) Method of Source Selection

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

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

Evaluation Committee and Evaluation Factors

All Proposals will be subject to a review and evaluation process. It is the intent of the City that all Proposers responding to this RFP who meet the requirements will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Proposals received in its evaluation and award process. For evaluation purposes, the term "Responsible" means: a firm or individual who is fully capable of meeting all of the requirements

of the solicitation and subsequent contract. The firm must possess the full capability, including financial and technical abilities, to perform as contractually required and be able to demonstrate this capability through proper documentation.

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

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

Responsive Proposals will be assessed by the Evaluation Committee Members and scored based on the following criteria:

Submissions will be evaluated, on a total score basis of 300, with a maximum assignable points of one hundred (100). The following criteria will be used in the evaluation process to determine the successful respondent(s):

Criteria	Maximum Criteria Points Assigned	Assigned Weights	Maximum Score Possible
Experience, Background, and References	30	3	90
Proposed Program Service Package	30	3	90
Minimum Qualifications	20	3	60
Firm Information	10	3	30
Required Form Submittals	5	3	15
Fee Proposal	5	3	15
Totals	100	NA	300

E) Pre-Proposal Conference

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

A ☒ non-mandatory ☐ mandatory pre-proposal conference will be held on **February 23, 2024**, commencing promptly at **11 AM**, and will be held in the Conference Room 102, at 510 N Baker St, Mount Dora, Florida 32757.

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

F) Projected Timetable

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

Event	Date
Issue RFP Notice	February 14, 2024
Pre-Proposal Conference (If Applicable)	February 23, 2024 11:00 AM
Last Date & Time for Receipt of Written Questions	March 04, 2024, 12:00 PM EST
Addendum Issued (If Applicable)	N/A
Proposal Deadline (Proposals opened Immediately following deadline)	March 15, 2024, 02:00 PM EST
Evaluation Committee to shortlist	March 27, 2024 10:00 AM EST
Shortlisted Firm Presentations (if requested)	April 3, 2024
Evaluation Committee to Recommend	April 3, 2024
Notice of Recommendation	April 11, 2024
City Council Approval	April 16, 2024

Drug-Free Workplace

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

Tie Breaker

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

- Drug-free workplace policy in place.

- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie Proposer who has or had a contract with the City and performance is or was not satisfactory, the other tie-Proposer is awarded.
- Time of Proposal delivery.

2) GENERAL DESCRIPTION – SPECIFICATIONS OR SCOPE OF SERVICES

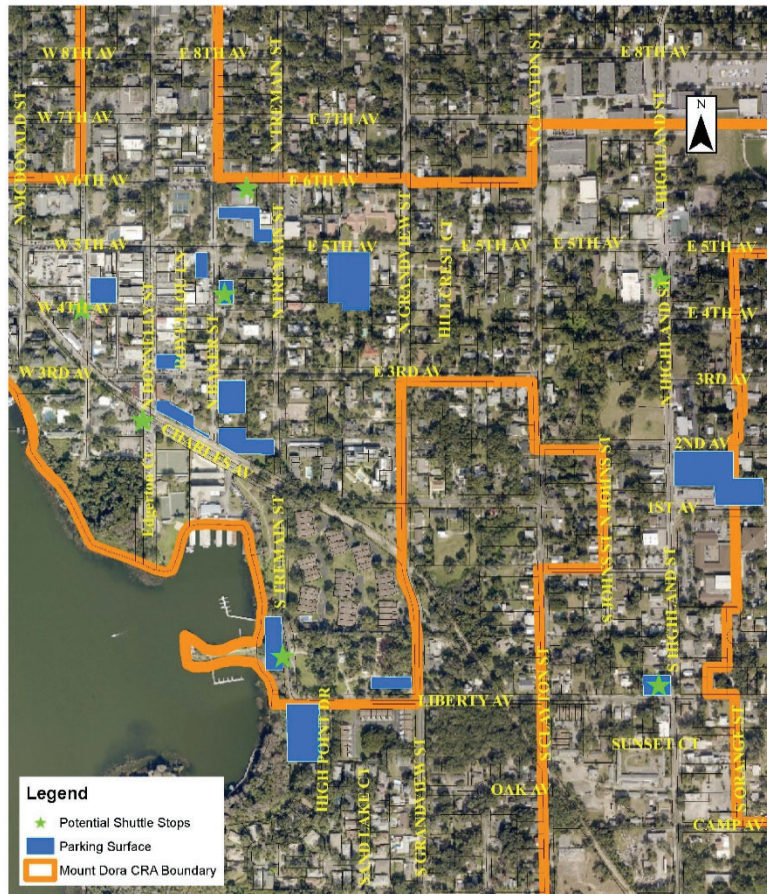
The intent of this solicitation is to implement a Shuttle Transportation Pilot Program that will provide the City's residents, visitors, and business employees (Riders) with a new, ecofriendly public transportation option that is convenient, efficient, safe, and reliable. The vehicle will be a neighborhood electric vehicle (NEV), GEM car, or similar, that meets the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment. Program should be hospitality oriented and may include supplementary hours during special events requiring additional vehicles/different size vehicles, personnel and resources. Proposers should offer creative solutions to address the City's mobility needs. The anticipated start date of operations for the selected proposer is October 1, 2024. The program is expected to start with two (2) vehicles.

Purpose

The City of Mount Dora is seeking Proposals from experienced and well-qualified providers of transit for the provision of services in accordance with the specifications or scope of services described herein.

Location

Potential Parking Shuttle Stop Locations



Objectives

By implementing the Shuttle Program, the City desires to achieve, at minimum, the following objectives:

- (a) Operate a continuous shuttle system throughout the boundaries of the service area.
- (b) Provide the flexibility to scale up and down the size and number of fleet of vehicles and deploy them to various locations based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve the maximum level of service.
- (c) Provide a safe and pleasing passenger experience with capable, qualified and courteous drivers that will serve as ambassadors.
- (d) Feature a mobile application with which the user will be able to locate his or her position and locate a proximate, available vehicle to make the pickup.
- (e) Cut down time workers and visitors spend in their vehicles circling and idling in the hopes of finding parking adjacent to their destination.
- (f) Allow users to get to their destination within the service area without the need to drive or park.
- (g) Reduce Downtown traffic and vehicle emissions.

Customer Service

Customer service is one of the City's key factors of the Program. The selected Proposer will be responsible for addressing all complaints in a courteous and timely manner and provide reports to City staff as needed.

Program Service Package

The City is seeking a creative and flexible parking shuttle electric transportation program service package to satisfy its mobility needs and to provide a comprehensive transportation solution. There is a need to shuttle Riders within the Service Area to fringe area parking lots. The Program will be awarded to one Proposer, to address City's needs.

Service Parameters for Point-To-Point Transportation Services

The use of environmentally friendly vehicles is **required**, more specifically a neighborhood electric vehicle (NEV), GEM car, or similar, that meets the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment. The vehicles used throughout the term of the contract must be consistent and identifiable with the appropriate program signage.

The criteria below constitute the City's service parameters for the Shuttle Program:

- (a) The Program will serve the City's residents, guests and commuters by providing continuous rides to work, and for shopping, restaurant, events, and nightlife access.
- (b) Service hours will be from 9:00 a.m. until 10:00 p.m. on Fridays, Saturdays, and Sundays. Any changes in the service hours shall be in writing and mutually agreed upon.

- (c) Allow for flexibility of supplementary hours, personnel and resources during special events and potential reduction in hours, personnel and resources during off seasons (approximately April 1 - September 30).
- (d) All trips must begin and end within an area as shown on the service area map. Any changes in the service area shall be in writing and mutually agreed upon.
- (e) The service shall be free to users. Absolutely no tipping will be allowed.
- (f) Service must be provided in fully electric vehicles that are on-call via a mobile app, phone number or ride-hailing. The vehicle will be a neighborhood electric vehicle (NEV), GEM car, or similar, that meets the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment. This is the preferred vehicle type; however, respondents may include information on alternative vehicles. Patrons must be picked up promptly and safely delivered to their destination, with a reminder to use the app again for subsequent trips back to their point of origin or another destination.
- (g) The Proposer shall provide a mobile app for showing location and estimated time of arrival for next available shuttle that is compatible with both Android and iPhone.
- (h) When opening the mobile app, patrons must immediately be given an estimated time of arrival based on driver availability. Vehicles shall collect ridership data via app, manual counts when phone calls or ride-hailing. Additionally, the proposer will maintain accurate and complete records of the service and submit monthly, quarterly and yearly reports to City. These reports may also include, but are not limited to, hourly, daily, weekly and monthly ridership data, complaints, mileage, driver's names and suspensions, and accidents.
- (i) When drivers use the mobile app, the driver app must be able to organize ride requests in a queue format, allowing for multiple stops to be assigned to one driver.
- (j) The Proposer must include an ADA vehicle as part of the fleet.
- (k) The Proposer shall provide professional, experienced, well-groomed hospitality-oriented personnel and resources to communicate engagingly with riders while answering their questions. Drivers of selected Proposer will serve as ambassadors for the City. Qualified drivers must be screened, hired and trained by the proposer, with satisfactory background checks. Additionally, drivers will undergo any further training deemed necessary by the City. The proposer will provide the City with background checks on all drivers. The City shall have the right to reject or approval all drivers in its sole and absolute discretion. All drivers must have valid Florida driver's license(s) and adhere to all city, county, and state traffic and driving laws. Drivers must wear a company uniform and name tag.
- (l) The Proposer will communicate any problems or requests to the City through the program manager or designee.
- (m) The Proposer will have the right to suspend operation of the vehicles without penalty in the case of extreme weather with written notification to the City.
- (n) The term of the pilot project shall be for up to one (1) year from contract award (approximately October 1, 2024, through September 30, 2025). The City may extend

the term of this contract by written notice to the Proposer for two (2) additional one (1) year periods. The City shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the City to an extension, and any absence of notice shall not affect the validity of any exercise of the option to extend the term of this contract. The term of any agreement may be terminated by either party upon thirty (30) days written notice, in the event of failure to fulfill or comply with any material term of the agreement, and such breach remains uncured thirty (30) days after written notice of default.

- (o) Vehicle maintenance and charging must be performed by the Proposer.
- (p) The Proposer shall be responsible for maintaining the cleanliness interior and the exterior of the vehicles to the City's standards.

The City reserves the right to require the immediate dismissal of any personnel who fail to meet the standards outlined above. Relief personnel shall be readily available throughout the term of the contract.

Advertising

Interior and exterior shuttle vehicle advertisements may be permitted upon the City's written consent and in accordance with all City ordinances, policies and procedures.

Cost of Program to the City

The selected Proposer shall ensure any fees to be charged to the City for the Program are outlined in the agreement. Fees that are not outlined in the agreement will not be accepted. All fees shall remain firm for the initial pilot program for up to one-year period of the agreement. Any escalation in pricing thereafter will be subject to approval by the City in its sole discretion.

Selected Proposer's Responsibility

- (a) The selected Proposer shall be responsible for ensuring that all its employees are in compliance, at all times, with the Terms, Conditions and Specifications outlined in this Request for Proposals.
- (b) The selected Proposer shall be responsible for obtaining all necessary permits for charging stations and be in compliance with all applicable Federal, State, and Local statutes pertaining to the services as specified or required.
- (c) The selected Proposer will be responsible for securing its own office space.
- (d) The selected Proposer will be responsible for all costs associated with operating and maintaining its own fleet of vehicles, including but not limited to charging, maintenance, registration, storage and insurance.

3) CITY'S RIGHT TO INSPECT

The City, or its authorized agent, shall have the right to inspect the successful Proposer's files to determine the status of work on this project.

4) TERMS AND CONDITIONS OF CONTRACT

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

Period of Performance

The contract term will be for a period of one (1) year.

Contract Renewal Periods

Additionally, by mutual agreement and funding availability, the contract may be renewed for two (2) **automatic** one (1) year renewal periods unless either party provides a written notice of non-renewal at no less than 90 days prior to renewal date (Agreement anniversary date).

5) GENERAL TERMS AND CONDITIONS

A) Licenses

The Proposer shall possess and maintain any occupational license, professional license, and other authorizations necessary to carry out and perform the work required by the Program pursuant to all applicable federal, state, and local law, statutes, ordinances, and rules and regulations of any kind.

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

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

B) Principals/Collusion

By submission of this Proposal, the Proposer covenants and declares that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be

entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

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

D) Relation of City

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

E) Term Contracts – Fund Availability

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

F) Termination

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the City's immediate termination of the contract. Irrespective of any default hereunder, the City may also, at any time in its sole discretion, terminate the contract, in whole or in part, by giving the Proposer thirty (30) days written notice thereof.

G) Force Majeure

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

H) Assignment

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

I) Lobbying

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

Firms and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from time of Advertisement to final Council approval**, no firm or their agent shall contact any other employee of the City in reference to this RFP, with the exception of the Finance Director or designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J) Single Proposal

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

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

K) Protest Procedures

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

L) Public Entity Crime

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

M) Conflict of Interest

All Proposers must complete the Conflict of Interest Affidavit included in this **RFP** document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does **not** automatically disqualify a firm from consideration.

N) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: (a) Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; (b) Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, **RFP's**, and/or quotes; (c) immediate termination of any contract held by the individual and/or firm for cause.

O) Immigration Reform and Control Act

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

P) Scrutinized Company List

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

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

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

Q) E-Verify

As a condition precedent to entering into an agreement with the City, and in compliance with Section 448.095, Florida Statutes, the Vendor and its subconsultants shall register with and use the E-Verify system to verify work authorization status of all new employees, unless exempt.

- Keep and maintain public records required by the City to perform the services set forth herein.
- 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.

- 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 Proposer does not transfer the records to the City.
- Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Proposer or keep and maintain public records required by the City to perform the services set forth herein. If the Proposer transfers all public records to the City upon completion of the contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the contract, the Proposer 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.

R) Billing Instructions – Awarded Professional Contractors/Consultants

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted to the City of Mount Dora, 510 North Baker Street, Mount Dora, FL 32757. The specific format of the invoice shall stipulated in the awarded contract or task order, as applicable. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

6) INSTRUCTIONS FOR BID/PROPOSAL

A) Compliance with the RFP

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

B) Acknowledgment of Insurance Requirements

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

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

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

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

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

C) Acknowledgment of Bonding Requirements

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

☒ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the most recent form of an AIA document 310.

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

☐ Performance and Payment Bonds: For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the City; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

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

All performance security under the awarded contract shall be in force throughout the completion of the project awarded.

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

D) Delivery of Proposals

All RFP responses are to be delivered **before 2:00 p.m. ET**, on or before **March 15, 2024** via electronic submission at www.demandstar.com only.

The City shall not bear the responsibility for bids submitted past the stated date and/or time indicated.

E) Evaluation of Proposals (Procedure)

- (1) All submitted Proposals will be reviewed and evaluated by the City for responsiveness.
- (2) If absent from the solicitation document, the City will provide notice of the date, time, and place of the first Evaluation Committee meeting by publishing the information at City Hall, on www.demandstar.com, and on the City's website not less than three working days prior to the meeting. The City shall also publish information regarding subsequent Committee meetings at least one day in advance of any meetings.
- (3) An Evaluation Committee of at least three members, but always an odd number, will be selected to review submitted Proposals and make a recommendation of award. The Committee members shall review the solicitation, each responsive Proposal, and score each Proposal based on the evaluation criteria stated therein.
- (4) Proposers may be required to participate in an oral interview, presentation, or demonstration. The Evaluation Committee may, with consensus and at their discretion, obtain guidance from third-party subject matter experts. The Committee's final recommendation will be based on each Proposer's overall score and the consensus of the Committee. The City will award contract to Proposer who, in the opinion of the City, is best qualified and prepared to provide the services requested.

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

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

Receipt of a Proposal by the City or a submission of a Proposal to the City offers no rights upon the Proposer nor obligates the City in any manner. Acceptance of the Proposal does not guarantee issuance of any other governmental approvals.

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

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

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

G) Proposals, Presentation, and Protest Costs

All costs incurred by the Proposer to respond to this solicitation, including but not limited to, subsequent oral interviews, presentations, or protest procedures, will be wholly the responsibility of the Proposer.

H) Acceptance or Rejection of Proposals

The City reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any informalities or irregularities in the proposal. The City may award a contract in whole or in part based on the needs of the City in its sole discretion.

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

I) Requests for Clarification of Proposals

Any requests by the Purchasing Manager to a Proposer for clarification of the submitted Proposal shall be in writing. A Proposer's failure to respond to a request for clarification may deem the Proposer non-responsive and may be cause to reject the Proposal.

J) Validity of Proposals

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

All Proposals shall be valid for a period of ninety (90) days from the submission date to accommodate evaluation and selection process.

K) Response Format

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

Any portions of the Proposal that do not comply with these guidelines must be noted and explained in the Acceptance of Conditions section of the Proposal. Any nonconforming Proposal may be considered non-responsive.

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

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

L) Submittal Requirements

Proposals should follow the format below:

TAB 1 – INTRODUCTION

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. Provide a positive commitment to provide the required services. The table of contents should follow the cover letter.

TAB 2 – TABLE OF CONTENTS

Include a clear identification of the material included in the Proposal by page number.

TAB 3 – MINIMUM QUALIFICATIONS

Each Proposer shall submit the information and documentation requested that confirms it meets the following qualification requirements:

- (1) Must have provided satisfactory transportation services, preferably since 2017, for a government agency. Provide the following information for up to five references:
 - (a) Name of client
 - (b) Location (City/State)
 - (c) Client contact name
 - (d) Contact phone
 - (e) Contact email

- (f) Project dates (Start/End)
- (g) Transportation services provided
- (2) Proposer has no reported conflict of interests in relation to this solicitation. The City will verify via Proposer's Conflict of Interest Disclosure Form.

TAB 4 – FIRM INFORMATION

- (1) Legal contracting name, including any d/b/a, and state of organization or incorporation.
- (2) Ownership structure of the Proposer's company (e.g., Partnership, Limited Liability Corporation, Corporation).
- (3) Provide, in this section, a complete and executed copy of the Proposer's W-9 that includes the company federal identification number.
The address and phone number of the Proposer's corporate headquarters and any offices in Lake, Orange, or other Central Florida Counties.
- (4) Contact information of those serving as the Proposer's primary and secondary representatives throughout the solicitation process, including the representatives' names, phone numbers, email addresses, and mailing addresses.
- (5) Details of any ownership changes to the Proposer's organization in the past three years or changes anticipated within six months of the Proposal Due Date (e.g., mergers, acquisitions, changes in executive leadership).
- (6) The names of those serving as officers or principals of the firm.

TAB 5 – EXPERIENCE, BACKGROUND, AND REFERENCES

- (1) State the number of years in business providing point-to-point transportation services.
- (2) Provide a brief description of the Proposer's team, the organization, its structure, and philosophy.
- (3) Explain the Proposer's qualifications and experience relating to transportation services including, but not limited to:
 - (a) Size and character of communities served
 - (b) Ridership maximization efforts (advertising methodologies and plans, etc.) and remediation plans
 - (c) Websites and/or mobile applications
 - (d) Specific experience with proposed program
 - (e) Identification of the personnel to be assigned to the Shuttle Program, including names, certifications and/or licenses, anticipated role, and any additional information regarding experience and qualifications,
- (4) Identify any subcontractors that may be used to accomplish the services, including the company name, the name of the individual to be assigned, their certifications and/or licenses, an overview of their experience and qualifications, and the services the subcontractor will provide to the City. Also indicate the number of years working with said subcontractors.
- (5) Describe any significant or unique awards received or accomplishments in previous

similar projects.

- (6) Provide information related to any lawsuits pending or judgments made within the last five years, which concern the firm, the staff, or any part of the Proposer's organization that may perform on under the awarded contract.

TAB 6 – PROPOSED PROGRAM SERVICE PACKAGE

- (1) State the Program service package being proposed to City
 - (a) Joint partnerships, contractor-subcontractor business relationships, and other business ideas that provide a creative and flexible transportation solution(s) are encouraged and accepted.
- (2) Define the minimum initial agreement term necessary for the proposed Program service package.
- (3) Explain the overall approach to delivering the Program and any strategies that can be implemented to achieve and/or exceed the City's stipulated objectives.
- (4) Provide a summary of the proposed implementation plan and schedule.
- (5) Identify any local office from which Proposer will perform maintenance, repairs, and/or administrative functions
- (6) Submit an organizational diagram clearly identifying key personnel as well as other staff administration who are designated to provide services to the City and indicate their functional relationship to each other
- (7) Describe the Proposer's driver recruitment, screening, and hiring policies and procedures, including background checks, training or continued education, vehicle operation history, and drug and alcohol screening policies.
- (8) Detail the Program service package proposed, including but not limited to the following:
 - (a) Proposed fleet option (including number, types, and specifications of vehicles).
 - (b) Method(s) for riders to request a ride.
 - (c) Strategies to handle fluctuating demands.
 - (d) Customer service policies, procedures, training, and related details to ensure high level of customer service.
 - (e) Responsibilities of the Proposer.
 - (f) ADA service accommodations.
 - (g) Ideal/target rider wait times.
 - (h) The Proposer's ability to maintain and keep all equipment used to provide the proposed services operational without service interruptions.
 - (i) Advertising plans.
 - (j) Describe how ride requests will be prioritized and dispatched.
 - (k) Describe, provide access to, and give a demonstration of the mobile app that would be utilized, and back-up phone call or ride-hailing procedures in the event that the app is not functional.

- (l) Describe the firm’s customer service policies and procedures, including customer service training and protocols as well as methods for handling customer complaints.
- (m) Provide the responsibilities, schedule, and contact information for the required service supervisor. Explain how the supervisor will interact with the City and with passengers.
- (n) Provide a detailed “mock schedule” by day of the week and hour of the day to illustrate the proposed service schedule to accommodate demand in and around Downtown Mount Dora.
- (o) The proposer shall describe how passengers with mobility impairments can use the service (ADA).
- (p) Given the nature of the on-demand service within the designated boundaries, outline what the typical passenger wait time would be under normal operating conditions.
- (q) Describe the service performance metrics that would be used to provide the City and at what intervals. At a minimum, the City requires daily and hourly ridership figures for each vehicle, boarding and alighting information with date/time/origin and destination of requests for service, customer complaint information, vehicle accident and out-of-service reports, and intermittent survey information from passengers about the nature and purpose of their trips and whether the service replaced the need for an automobile trip.
- (r) Describe the contingency plans for providing service in the event of long-term breakdowns or success of the operation with demand for service well-beyond initial expectations.
- (s) Describe the driver training procedures and topics covered.

TAB 7 – FEE PROPOSAL (FEES TO THE CITY)

Define all fees that will be charged to the City for the complete and successful operation of the Program, including but not limited to the items listed on the sample Proposal Pricing form attached to this solicitation within Tab 8. For each item listed on the form, submit a detailed worksheet describing all fees included in the item. Use the Proposal Pricing Form included herein and attach additional pages as needed, if necessary.

TAB 8 - REQUIRED FORM SUBMITTALS
(ALL MUST BE SUBMITTED WITH YOUR PROPOSAL)

1. Proposer's Checklist
2. Conflict of Interest Affidavit
3. Declaration Statement
4. Insurance Requirements
5. Drug-Free Workplace Certification
6. Non-Collusion Affidavit of Prime Proposer
7. Compliance with Public Records Law
8. Public Entity Crimes Statement
9. Firm Information
10. Completed W9
11. Signed Addendums (If Applicable)
12. Proposal Pricing Forms

PROPOSER CHECK LIST

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

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

- ☐ All applicable forms have been signed and included.
- ☐ All information as requested in the Proposer's Proposals Form is included.
- ☐ Any addenda have been signed and included.
- ☐ The Proposal will be electronically delivered in time to be received no later than the specified due date of March 15, 2024, at 2:00 p.m. A late Proposal will not be considered. Electronic responses are the only accepted method of bid response delivery to the City.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Remainder of Page Intentionally Left Blank

CONFLICT OF INTEREST AFFIDAVIT

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

Additionally, the Proposer and its employees, officers and/or agents, agree to immediately notify in writing the City of Mount Dora Purchasing Office, if any actual or potential conflict of interest arises during the solicitation process.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

DECLARATION STATEMENT

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

RE: **RFP NO. 24-ED-007 “Parking Shuttle Transportation Services”**

Dear Mayor and Council Members:

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

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

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **RFP NO. 24-ED-007 “Parking Shuttle Transportation Services.”**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 2024 in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

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

<u>\$2,000,000</u> single limit per
occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Contractor shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Contractor or anyone employed or utilized by the Contractor/Vendor/Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
| This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora. | |
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Firm/Vendor/Proposer shall ensure that all subs, if applicable, comply with the same insurance requirements that he is required to meet. The same Firm/Vendor/Proposer shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Mount Dora must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS
(Continued)

- ☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

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

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state **RFP NO. 24-ED-007 “Parking Shuttle Transportation Services”**.

=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

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

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer’s Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

☐ YES
☐ NO

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

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

State of _____

County of _____

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

I am the _____ of _____, (Proposer) which has submitted a Response to City of Mount Dora RFP #24-ED-007.

I am fully informed respecting the preparation and contents of the Response to RFP #24-ED-007, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFP #24-ED-007, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFP #24-ED-007 are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

ACKNOWLEDGEMENTS

RFP #24-ED-007 **“Parking Shuttle Transportation Services”**

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

_____(Proposer) guarantees its Response to RFP #24-ED-007 for a period not to exceed one hundred twenty (120) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

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

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

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

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

Address: _____

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

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

CORPORATION

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

Address: _____

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

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

State of Incorporation:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

Remainder of Page Intentionally Left Blank



CITY OF MOUNT DORA

COMPLIANCE WITH THE PUBLIC RECORDS LAW RFP #24-ED-007

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC

Upon award, recommendation, or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Response which is exempt from disclosure under Florida law, and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City in any such litigation, the City may take such action as it deems necessary in order to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(Stamp)

NOTARY PUBLIC

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

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

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

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors,

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

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

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

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

(Signature)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

FIRM INFORMATION

Firm is a:

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

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

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

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

**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.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ ☐ Other (see instructions) ► _____ ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate 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.	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.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social security number [] [] [] - [] [] [] - [] [] [] or Employer identification number [] [] - [] [] [] [] [] [] [] []
--	--

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	Sign Here Signature of U.S. person ► _____ Date ► _____
---	--

General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: Form 1099-INT (interest earned or paid)	- Form 1099-DIV (dividends, including those from stocks or mutual funds) - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) - Form 1099-S (proceeds from real estate transactions) - Form 1099-K (merchant card and third party network transactions) - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) - Form 1099-C (canceled debt) - Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What Is backup withholding</i>, later.
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PROPOSAL PRICING FORM

RFP #24-ED-007

“Parking Shuttle Transportation Services”

Therefore, the undersigned, hereinafter called “Proposer” hereby certifies that he/she has familiarized himself/herself with the extent of the work, and having examined carefully the scope of services herein, propose for the service being requested.

	<u>Passenger Capacity</u>	<u>Quantity</u>	<u>Price Per Hour Including Driver</u>
Example	8	1	\$40.00

Total (Written): _____

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

Firm Name: _____

Address: _____

Telephone Number: _____

Contact Email Address: _____

Company Authorized Representative Name: _____

Signature/Date: _____

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

RESOLUTION NO. 2024-23

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO RFP # 24-ED-007 – PARKING SHUTTLE TRANSPORTATION SERVICES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF RANKINGS AND AUTHORIZATION TO NEGOTIATE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has determined that it is in need of Parking Shuttle Transportation Services to serve as a downtown parking solution; and

WHEREAS, the City issued RFP# 24-ED-007, for Parking Shuttle Transportation Services; and

WHEREAS, the solicitation resulted in four (4) responses received and one (1) submittal was deemed non-responsive to the RFP requirements; and

WHEREAS, the evaluation committee ranked the proposals during the selection process and deemed BeeFree, LLC, doing business as Freebee (“Freebee”), to be the most responsive, responsible and qualified firm to provide the Parking Shuttle Transportation as contemplated by RFP# 24-ED-007; and

WHEREAS, the City has determined that it is in its best interest to accept the recommendation of the evaluation committee and thereafter begin contract negotiations with Freebee, and if unsuccessful, to negotiate with the second ranked firm.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Acceptance of Rankings and Authorization to Negotiate.

A. The rankings of the evaluation committee as set forth below are hereby accepted:

1. Freebee
2. Slidr
3. SP Plus

B. The City Manager and City Attorney are hereby authorized to negotiate an agreement with Freebee, and if unsuccessful, to negotiate with Slidr.

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

SECTION 4. Savings Clause. All prior actions of the City pertaining to RFP# 24-ED-007, A&E Design Services for Resource and Recreation Center, 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 the 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 April, 2024.

CRISSY STILE
Mayor of the City of Mount Dora

ATTEST:

Jeanann Hand, City Clerk

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

Patrick Brackins, City Attorney



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

DATE: April 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Consideration of City Manager Appointment and Authorization for City Attorney to Negotiate Agreement Terms

Introduction:

This is a request for Council to consider the appointment of Acting City Manager Vince Sandersfeld as permanent City Manager and to authorize the City Attorney to negotiate terms for an employment agreement.

Discussion:

At the April 4, 2024 City Council Workshop, Council discussed measurement of City Manager performance standards and requirements and preferences for the City Manager position. At the conclusion of the discussion, Council agreed to place this item on the April 16, 2024 City Council agenda as an Action Item.

Budget Impact:

Budget Impact is to be determined upon negotiation.

Strategic Impact:

This item affects every element of the City of Mount Dora's Strategic Plan.

Recommendation:

City Council to consider the appointment and authorize the City Attorney to negotiate the terms for the employment agreement.

Attachment(s):

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

Approved - 4/10/2024
Final Approval - 4/10/2024



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

DATE: April 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Final Reading and Adoption 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 final reading of Ordinance No. 2024-08.

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. The legal advertisement for the adoption public hearing is included in Attachment #2.

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 City Council, at their regularly scheduled meeting held on April 2, 2024, recommended approval of the First Reading of Ordinance No. 2024-08 and held a hearing for the Second Reading and Final Adoption.

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 Final Reading of Ordinance No. 2024-08.

Attachment(s):

1. Attachment 1 Ordinance Impact Estimate
2. Attachment 2 Legal Ad Publication
3. Ord 2024-08 LDC Amendment Donnelly St Setbacks (City Atty) 2nd Reading-Final

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

Approved - 4/10/2024
Approved - 4/10/2024
Final Approval - 4/10/2024

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.

ATTACHMENT #2

NOTICE OF PROPOSED ENACTMENT ORDINANCE NO. 2024-08 CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2024-08. The final public hearing on the ordinance will be held on Tuesday, April 16, 2024, at 6:00 p.m., or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2024-08 is as follows:

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.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, 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.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published Legal Notice: April 5, 2024

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: April 2, 2024

SECOND READING: April 16, 2024

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED this 16th day of April, 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 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Approval of **Resolution No. 2024-09**, Mid-Year Budget Amendments for Fiscal Year 2023-24

Introduction:

This is a request for the City Council to approve Resolution No. 2024-09, Mid-Year Budget Amendments for each fund.

Discussion:

Budget amendments require City Council approval when revenue and/or expenditures are increased or decreased from the original approved budget. The City Manager and staff performed an extensive mid-year review of revenue and expenditure amounts for each fund and reviewed department operating needs.

The main items that are getting adjusted are:

- Decrease in purchase rollovers from last year,
- Elimination of the Triangle Elementary project
- Increase in developers' reimbursed projects in the Electric Department,
- Addition of the new Circuit M599 project by the Electric Department,
- Transfer Building Division funding for the Building Division office space purchase.

The budget amendments which are recommended are included in detail in Exhibit "A" of Resolution 2024-09, and reflect increases or decreases to account for revenues and expenditures of each affected fund.

Per Section 166.241, *Florida Statutes*, Budget Amendments will be posted on the City's website within 5 days of adoption.

Budget Impact:

The FY 2023-2024 budget will be decreased by \$3,030,438 and totals \$179,226,584.

Strategic Impact:

Sustainability of Fiscal Resources is a priority of the City Council.

Recommendation:

City Council approve Resolution No.2024-09, Mid-Year Budget Amendments for Fiscal Year 2023-24.

Attachment(s):

1. Reso No. 2024-09 Mid Year Budget Adjustments FY 2023-24
2. Reso 2024-09 Exhibit A

Prepared by: Aneta Barton, Budget Director

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

Approved - 4/10/2024

Approved - 4/10/2024

Final Approval - 4/10/2024

RESOLUTION 2024-09

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO BUDGET ADJUSTMENTS FOR FISCAL YEAR 2023-2024; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF 2023-2024 BUDGET ADJUSTMENTS; PROVIDING FOR RETROACTIVE AUTHORIZATION OF PROCUREMENT ACTIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on September 21, 2023, the City of Mount Dora, adopted Resolution 2023-41, approving the City's total operating budget for Fiscal Year 2023-2024; and

WHEREAS, in order to recognize unanticipated revenues and expenditures, it is necessary to make further adjustments to the City's 2023-2024 operating budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of 2023-2024 Budget Adjustments. The City's 2023-2024 Operating Budget is hereby adjusted as set forth in **Exhibit "A"** attached hereto. As applicable, the transfer of funds may be made from any legally acceptable source.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to certain specified purchases and the mid-year amendment to the Fiscal Year 2022-2023 Budget, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate,

necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 16th day of April, 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
CITY CLERK

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

Patrick Brackins
City Attorney

EXHIBIT "A"
Budget Adjustment Fiscal Year 2023-24

Exhibit "A"

FINAL PROPOSED BUDGET FISCAL YEAR 2023 - 2024			
FUND	Final Proposed Reso. 2023-41	Mid-Year Amendment Reso. 2024-09	Final
001 - General Fund	\$ 33,312,844	\$ (1,508,443)	\$ 31,804,401
111 - Discretionary Sales Tax	\$ 4,147,460	\$ (557,012)	\$ 3,590,448
117 - Community Redevelopment Agency	\$ 2,557,093	\$ -	\$ 2,557,093
118 - Northeast Community Redevelopment Agency	\$ 14,187,469	\$ -	\$ 14,187,469
123 - Building Division	\$ 3,777,377	\$ 775,000	\$ 4,552,377
124 - Police Impact Fee	\$ 157,539	\$ -	\$ 157,539
125 - Fire Impact Fee	\$ 330,000	\$ -	\$ 330,000
126 - Library Impact Fee	\$ 388,276	\$ 219,724	\$ 608,000
127 - Parks Impact Fee	\$ 2,806,690	\$ (1,186,365)	\$ 1,620,325
131 - Fire Assessment Fee	\$ 2,594,007	\$ (39,414)	\$ 2,554,593
150 - Cemetery	\$ 172,710	\$ -	\$ 172,710
200 - Debt Service	\$ 1,566,372	\$ -	\$ 1,566,372
310 - Capital Construction	\$ 28,164,631	\$ (1,842,356)	\$ 26,322,275
410 - Electric	\$ 13,544,554	\$ 363,220	\$ 13,907,774
415 - Electric Construction	\$ 3,032,904	\$ 373,201	\$ 3,406,105
421 - Water / Wastewater Utility	\$ 19,761,963	\$ 573,815	\$ 20,335,778
422 - Wastewater Impact Fee	\$ 3,719,077	\$ -	\$ 3,719,077
423 - Water Impact Fee	\$ 2,416,549	\$ -	\$ 2,416,549
425 - Water / Wastewater Construction	\$ 9,424,867	\$ -	\$ 9,424,867
430 - Sanitation Utility	\$ 3,206,215	\$ -	\$ 3,206,215
440 - Stormwater Utility	\$ 5,208,974	\$ (239,154)	\$ 4,969,820
445 - Stormwater Construction	\$ 2,750,762	\$ (29,154)	\$ 2,721,608
500 - Public Work Warehouse	\$ 19,414,567	\$ -	\$ 19,414,567
501 - Vehicle Replacement	\$ 557,605	\$ -	\$ 557,605
510 - Self Insured Health	\$ 4,062,262	\$ -	\$ 4,062,262
515 - Property & Casualty & Workers Compensation	\$ 994,255	\$ 66,500	\$ 1,060,755
Total City Wide Budget	<u>182,257,022</u>	<u>(3,030,438)</u>	<u>179,226,584</u>

Exhibit "A" DETAIL FOR RES. 2024-09
STAFF RECOMMENDED ADJUSTMENTS

FUND	ACCOUNT DESCRIPTION	ADOPTED BUDGET	PROPOSED ADJUSTMENT	AMENDED BUDGET	Description
GENERAL FUND - 001					
001-0000-389.10-01	Estimated Carryover	3,454,311	(268,272)	3,186,039	Decrease estimated Carryover from Projects
001-0000-389.10-01	Estimated Carryover	3,186,039	(229,109)	2,956,930	Decrease PO rollovers in General Fund
001-0000-389.10-01	Estimated Carryover	2,956,930	(214,673)	2,742,257	Decrease in PO rollover #22-00128 and all other funding rollovers
001-0000-389.10-01	Estimated Carryover	2,742,257	11,000	2,753,257	Increase in funds due to 4th Ave Dock Repair
001-0000-389.10-01	Estimated Carryover	2,753,257	15,000	2,768,257	Increase in funds due to Palm Island Storage installation
001-0000-389.10-01	Estimated Carryover	2,768,257	44,000	2,812,257	Increase in PD budget to accommodate body armor, investigation and misc. items
001-0000-389.10-01	Estimated Carryover	2,812,257	40,000	2,852,257	Increase due to cost of Tourism promotion
001-0000-389.10-01	Estimated Carryover	2,852,257	(775,000)	2,077,257	Decrease Funding needed from General Fund from City Hall expansion
001-0000-389.10-01	Estimated Carryover	2,077,257	(33,761)	2,043,496	Decrease in fund from General Fund for Capital Project
001-0000-389.10-01	Estimated Carryover	2,043,496	(97,628)	1,945,868	Decrease in fund from General Fund for Donnelly Park Deck Replacement
			(1,508,443)		
REVENUES					
001-5555-581-03-10	Transfer to General Construction Fund	4,275,932	(268,272)	4,007,660	Decrease in fund from General Fund for City Apron and 5th Ave New Curb Projects
001-5555-581-03-10	Transfer to General Construction Fund	4,007,660	(214,673)	3,792,987	Decrease in PO rollover #22-00128 and all other funding rollovers
001-5555-581-03-10	Transfer to General Construction Fund	3,792,987	(775,000)	3,017,987	Decrease in fund from General Fund for City Hall expansion
001-5555-581-03-10	Transfer to General Construction Fund	3,017,987	(33,761)	2,984,226	Decrease in fund from General Fund for Capital Project
001-5555-581-03-10	Transfer to General Construction Fund	2,984,226	(97,628)	2,886,598	Decrease in fund from General Fund for Donnelly Park Deck Replacement
001-1610-515.31-01-PL2104	Professional Service	133,190	(50,309)	82,881	Decrease PO rollover #21-51449
001-1620-552.31-01	Professional Service	25,000	(25,000)	-	Decrease PO rollover #21-51807
001-1350-572.34-10	Other Contractual Services	227,565	(59,160)	168,405	Decrease PO rollover #23-00500
001-5555-580.64-01	Machinery and Equipment	892,677	(19,102)	873,575	Decrease PO rollover #23-00609
001-1350-572.46-10	Repair and Maintenance	63,551	(38,251)	25,300	Decrease PO rollover #23-00615
001-1340-572.52-01	Operating Supplies	521,925	(12,225)	509,700	Decrease PO rollover #23-00667
001-1510-519.34-01	Other Contractual Services	97,723	(6,880)	90,843	Decrease PO rollover #23-00678
001-1330-571.52-01	Operating Supplies	44,503	(4,503)	40,000	Decrease PO rollover #23-00699
001-1510-519.34-01	Other Contractual Services	97,723	(5,716)	92,007	Decrease PO rollover #23-00708
001-1510-519.34-01	Other Contractual Services	92,007	(7,963)	84,044	Decrease PO rollover #23-00709
001-1350-572.46-01	Repair and Maintenance	25,300	11,000	36,300	Increase in funds due to 4th Ave Dock Repair
001-5555-580.63-01	Imp. Other than Building	-	15,000	15,000	Increase in funds due to Palm Island Storage installation
001-1710-521.35-01	Investigation	5,000	10,000	15,000	Increase due 2 active investigations
001-1710-521.47-01	Printing and Binding	4,000	2,000	6,000	Increase in funds needed for business cards, certificates, envelopes, etc.
001-1710-521.48-02	Promotional Act/Ad - Comm. Relation Unit	31,385	5,000	36,385	Camera system for Comm. Relations vehicle
001-1710-521.49-01	Other Current Changes and Obligation	1,224	2,000	3,224	Increase in funds needed for FDLE Background checks
001-1710-521.52-06	Office-Supplies - Body Armor	29,000	25,000	54,000	Need new body armor that was cut in the budget
001-1620-552.48-01	Promotional Activities/Ad	40,000	40,000	80,000	Increase due to cost of Tourism promotion
			(1,508,443)		
EXPENDITURES					
DISCRETINARY SALES TAX FUND - 111					
111-0000-389.10-01	Estimated Carryover	2,023,695	(557,012)	1,466,683	Decrease estimated Carryover from Project including PO#23-00600 and #21-51807
			(557,012)		
REVENUES					
111-5555-581.03-10	Transfer to General Construction	2,023,695	(491,797)	1,531,898	Decrease in funds from Discretionary Sales Tax Fund for Triangle Elementary,Vista Ridge and Donnelly Street Repaving Projects
111-1710-521.64-01	Machinery and Equipment	414,923	(65,215)	349,708	Decrease in PO Rollover #23-00600
			(557,012)		
EXPENDITURES					
BUILDING DIVISION FUND - 123					
123-0000-389.10-01	Estimated Carryover	2,462,832	775,000	3,237,832	Increase in funds needed for City Hall Expansion
			775,000		
REVENUES					
123-5555-581.03-10	Transfer to General Construction	1,725,000	775,000	2,500,000	Increase in funds needed for City Hall Expansion
			775,000		
EXPENDITURES					

ELECTRIC CONSTRUCTION FUND - 415

415-0000-381-04.10	Transfer from Electric Fund	3,032,904	373,201	3,406,105	Increase in fund from Electric Fund for Capital Projects
REVENUES			373,201		
415-5555-580.63-01-EL2220	Imp. Other than Building - Substation	309,878	(10,739)	299,139	Decrease in PO Rollover #23-00618 and #23-00661
415-5555-580.63-01-EL2322	Imp. Other than Building - Graham Point Rebuild	304,387	(32,060)	272,327	Decrease in PO Rollover #23-00717
415-5555-580.63-01-EL2117	Imp. Other than Building - Waterman Village Lakeside	195,372	(130,000)	65,372	Decrease in funding due to completion of the Project
415-5555-580.63-01-EL2202	Imp. Other than Building - Advance Metering Infrastructure	600,000	130,000	730,000	Increase in funding needed for the Project
415-5555-580.63-01-EL2418	Imp. Other than Building - Bristol Park Apartments -Developers Project	353,000	20,000	373,000	Increase in funding needed for the Project - reimbursed by developer
415-5555-580.63-01-EL2402	Imp. Other than Building - Bristol Park Apartments - Developers Project	1,119,295	131,000	1,250,295	Increase in funding needed for the Project - reimbursed by developer
415-5555-580.63-01-EL2419	Imp. Other than Building - Bristol Park EV Chargers - Developers Project	-	65,000	65,000	Increase in funding needed for the Project - reimbursed by developer
415-5555-580.63-01-EL2420	Imp. Other than Building - New Circuit M599	-	200,000	200,000	Increase in funding for new project - New Circuit M599
EXPENDITURES			373,201		

WATER/WASTEWATER FUND - 421

421-0000-389.10-01	Estimated Carryover	4,542,695	543,815	5,086,510	Increase estimated Carryover
421-0000-343.60-15	Late Fee	30,000	10,000	40,000	Increase in revenues from late fees
421-0000-343.30-08	Water Meter Sales	77,345	20,000	97,345	Increase in revenues for water meter sales
REVENUES			573,815		
421-5555-580.63-01	Machinery and Equipment	427,287	83,100	510,387	Added Odor Loggers per Consent Order from FDEP - Approved by Council Dec.19th 2023
421-1940-536.31-01	Professional Services	77,371	175,715	253,086	Increase is costs for Odor Control per Consent Order from FDEP - Approved by Council Dec.19th 2023
421-1940-536.46-01	Repair and Maintenance	620,547	100,000	720,547	Increase in costs for Dewatering boxes at WWTP2 and pumps replacement
421-1940-536.52-01	Operating Supplies	191,559	100,000	291,559	Increase in cost for Hydrochloride for Odor Control
421-1950-536.46-01	Repair and Maintenance	484,395	50,000	534,395	Increase in cost LS35, LS8 and LS25 Pump repairs and emergency repairs
421-1950-563.46-53	Vehicle Maintenance	20,000	15,000	35,000	Increase in vehicle maintenance due to aging fleet
421-1950-536.52-01	Operating Supplies	73,200	50,000	123,200	Increase in cost for LS1. LS 11 pump replacements
EXPENDITURES			573,815		

STORMWATER FUND - 440

440-0000-389.10-01	Estimated Carryover	2,570,762	(239,154)	2,331,608	Decrease due to elimination of the Street Sweeper Purchase and Capital Project funding
REVENUES			(239,154)		
440-1540-538.64-01	Machinery and Equipment	210,000	(210,000)	-	Removing Street sweeper Capital Outlay
440-5555-581-04.45	Transfer to Stormwater Capital Fund	2,750,762	(29,154)	2,721,608	Decrease transfer to Stormwater Capital Fund for Capital Projects
EXPENDITURES			(239,154)		

STORMWATER CAPITAL FUND - 445

445-0000-381-04.40	Transfer from Stormwater Fund	2,750,762	(29,154)	2,721,608	Decrease in fund from Stormwater Fund for Capital Projects
REVENUES			(29,154)		
445-5555-580.63-01-SW1807	Imp. Other than Building - Liberty Ave Stormwater Treatment	831,601	(12,862)	818,739	Decrease in PO Rollover #22-00178
445-5555-580.63-01-SW1901	Imp. Other than Building - Boardwalk Drainage and Slope Stabilization	1,016,768	(6,967)	1,009,801	Decrease in PO Rollover #23-00427
445-5555-580.63-01-SW2114	Imp. Other than Building - Hilltop Dr. Drainage Improvement	722,393	(9,325)	713,068	Decrease in PO Rollover #23-00428
EXPENDITURES			(29,154)		

PROPERTY/CASUALTY INSURANCE FUND - 515

515-0000-341.20-01	ISF - Insurance Premiums	794,255	66,500	860,755	Increase in revenue from insurance premiums
REVENUES			66,500		
515-5555-580.45-03	Property	435,913	66,500	502,413	Increase in insurance costs
EXPENDITURES			66,500		

TOTAL ADJUSTMENT	REVENUES	EXPENDITURES	VARIANCE
	(3,030,437.80)	(3,030,438.00)	0



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

DATE: April 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Lobbyist Update

Introduction:

Gray Robinson, P.A. represents the City of Mount Dora during the 2024 Legislative process in Tallahassee, Florida. Their work includes identification of legislative priorities, formulation of strategy, research, communication with elected officials, and reporting the status on current work in progress.

Discussion:

Gray Robinson, P.A. supports the City of Mount Dora in respect to Legislative items and appropriations. Attached is the March 2024 Monthly Report.

Budget Impact:

Lobbyist Activities are funded in GL account 421-1910-536.31-11.

Strategic Impact:

The contract with Gray Robinson, P.A. allows for cooperation from State, County, and surrounding communities toward the Innovation District and future infrastructure through grants and legislative processes.

Recommendation:

Data provided is informational.

Attachment(s):

1. Mount Dora March 2024 Report

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

Final Approval - 4/4/2024

April 1, 2024

**City of Mount Dora
March Activity Report**

Communications

- Correspondence with Representatives Truenow and Yarkosky
- 2024 Final Session Report

Next Steps

- Continue to update Mount Dora on grant opportunities
- Develop and finalize the City of Mount Dora's 2025 Legislative Agenda by September/October 2024
- Legislative Session Committee Weeks for the 2025 Legislative Session will begin in December 2024/January 2025
- 2025 Regular Session convenes March 4, 2025

Ryan Matthews/Angela Drzewiecki