



City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757
352-735-7126

Mount Dora City Council
Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
July 2, 2024, 6:10 PM

REVISED AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

- | | |
|--|---|
| 1. Junior ROTC Cadet of the Year, Peyton Scott | 6 |
| 2. MSL, CPAs and Advisors Audit Presentation | 9 |
| 3. Project (Construction and Others) Updates | |
| 4. Mount Dora Fun Fact | |

PUBLIC COMMENT

APPROVAL OF AGENDA

CONSENT AGENDA

- | | |
|---|-----|
| 1. Request Approval of Piggyback Agreement with Cathcart Construction Company - Florida, LLC (Infrastructure Repairs On-Call) | 21 |
| 2. Request Approval of Piggyback Agreement with Allied Universal Corporation (15% Sodium Hypochlorite) | 115 |

- | | |
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| 3. Request Approval of Master Services Agreement with BEEFREE (doing business as Freebee) for Parking Shuttle Transportation Services | 185 |
| 4. Approval of Meeting Minutes | 200 |
| 02.06.224.Regular Session Minutes | |
| 04.16.2024.CRA Governing Board Minutes | |
| 05.21.2024.City Council Regular Session Minutes | |
| 05.21.2024.City Council Workshop Minutes | |

ACTION ITEMS

- | | |
|---|-----|
| 1. Request Approval of Change Order No. 1 Halff Associates, Inc for a well at Water Treatment Plant No. 2. | 217 |
| 2. Request Approval of Agreement with Ceres Environmental Services, Inc. for Emergency Debris Hauling and Disposal Services | 226 |
| 3. Request Approval of Lease Agreement with Baker - GC Development, LLC for City Wellness Center | 645 |
| 4. Vote to Designate a Voting Delegate for the Florida League of Cities Annual Conference Annual Business Session | 661 |

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

- | | |
|--|-----|
| 1. Request Final Reading and Adoption of Ordinance No. 2024-15 , Animals At Large Animals Prohibited, Leash Law | 665 |
| 2. Request approval of First Reading of Ordinance No. 2024-13 , Transmittal Comprehensive Plan Text Amendment | 674 |
| 3. Request approval of First Reading of Ordinance No. 2024-14 , Land Development Code Amendment | 687 |
| 4. Request Adoption of Resolution No. 2024-25 , Charter Review Committee Final Report | 696 |

CITY MANAGER'S REPORT

1. Lobbyist Update

809

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

- Monday, July 8, 2024, 6:00 PM, Budget Workshop: Capital Outlay, CIP and Enterprise
- Tuesday, July 16, 2024, 6:00 PM, Regular Session
- Monday, July 22, 2024, 6:00 PM, Budget Workshop: Governmental Funds, Internal Services
- Tuesday, August 6, 2024, 6:00 PM, Regular Session

ADJOURNMENT

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

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



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

DATE: July 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Junior ROTC Cadet of the Year, Peyton Scott

Introduction:

This is a request for Council to recognize the achievements of Mount Dora High School student Peyton Scott, Junior ROTC Cadet of the Year.

Discussion:

Mount Dora High School student Cadet Peyton Scott has been named the Air Force Junior ROTC Cadet of the Year for the 2023-24 academic year.

Cadet Peyton Scott was selected from more than 17,000 eligible high school juniors enrolled in Air Force Junior ROTC at 831 units around the world.

“At first, I didn’t believe that I had actually been selected for such an honor. I was dumbstruck for a while because it was hard for me to wrap my head around how big of an impact this could have on our JROTC program,” Scott said.

Scott earned a 4.92 GPA, making him the top student out of 1,393 in his school and No. 1 of 122 in the cadet corps. He served as the SkillsUSA treasurer and was a member of the National Honor Society. He revived the unit’s Kitty Hawk National Honor Society chapter by rewriting the charter, training plan, and operations guide. He also led the Drill Team and Raider Fitness Team. He volunteered 268 personal hours of community service and inspired 18 other cadets to exceed 100 service hours this academic year.

Scott led the principal’s top fundraiser for Mount Dora, the annual Art Festival Parking Operation. He coordinated 100 volunteers and raised over \$8,000 for his school. Scott also led the unit’s recruiting efforts, enrolling 83 freshmen into the program -- the best-ever enrollment in the unit’s history.

“Both of my AFJROTC instructors, Major Scott and SMSgt Crum have built an amazing program that allows everyone to succeed in both JROTC and in life. They both have provided

overwhelming support for every single cadet in our program,” Scott said.

His Senior Aerospace Science Instructor, retired Maj. Andrew Scott, was not surprised by his selection. “Cadet Scott is driven, energetic, committed, loyal and trustworthy; he’s also humble, kind, respectful, courteous, encouraging and inspirational. He’s a phenomenal student and the most active community servant our program has ever seen.”

His Aerospace Science Instructor, retired Senior Master Sgt. Dennis Crum added, “He continuously goes above and beyond, far exceeding the expectations we have of our cadets, both in the program and across campus. More importantly, he genuinely cares about FL-951, Mount Dora High School and the surrounding community as is evident in his actions and constant giving back. He embodies all the characteristics you are looking for when trying to describe a citizen of character, duty and respect.”

After his senior year, Scott plans to attend college and is considering a career in the medical field. “At the moment I am pursuing a career as a neurosurgeon. Military service or a military academy following high school is an option that I am heavily considering.”

“My overall goal for my future is simply to make a difference. My personal satisfaction is largely from helping other people, communities, and programs in any way possible. Mount Dora Air Force JROTC does an outstanding job of allowing cadets like me to be able to make that difference in their community through so many service opportunities that are provided to every cadet every week. In the future, I want to continue to have a positive impact on others, and my community.”

Selection criteria for the award included cadet leadership as well as involvement within the unit, school and community. Additionally, cadets’ academic performance and character traits such as dependability, followership, communication skills, motivation and problem-solving skills were evaluated. Air Force Junior ROTC instructors submitted nominations of third-year cadets who were juniors during the academic year. Nominations were evaluated to determine state winners, who then competed within their regions. Regional winners were evaluated to produce an overall winner and runner-up.

Scott, was the Region 2 winner, which includes 16 states across the Southeast, Midwest and Mountain West.

Selfless Service: Florida student honored as Air Force Junior ROTC Cadet of the Year

The above is excerpted from an article by Keith Bland published June 3, 2024 on <https://www.aetc.af.mil/>

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Council recognize the extraordinary achievements of Junior ROTC Cadet of the Year Peyton Scott.

Attachment(s):

1. Certificate of Recognition.Peyton Scott.JROTC Cadet of the Year

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

Approved - 6/24/2024
Final Approval - 6/24/2024



CERTIFICATE OF RECOGNITION

Whereas, Air Force Junior ROTC is a Title 10 U.S. Code mandated program designed to educate and train high school cadets in citizenship, promote community service, and instill personal responsibility, character, and self-discipline; and

Whereas, the Air Force Junior ROTC program is grounded in the Air Force core values of “integrity first, service before self, and excellence in all we do” with the stated mission of “Developing citizens of character;” and

Whereas, Cadet Peyton Scott from Mount Dora High School was named Air Force Junior ROTC Cadet of the Year after being selected from more than 17,000 eligible high school juniors enrolled in Air Force Junior ROTC; and

Whereas, Cadet Scott earned a 4.92 GPA, making him the top student out of 1,393 in his school and number one out of 122 in the cadet corps; and

Whereas, Cadet Scott was a member of the National Honor Society, and revived the unit’s Kitty Hawk National Honor Society chapter by rewriting its charter, training plan and operations guide; and

Whereas, Cadet Scott led the Drill Team and Raider Fitness Team, and volunteered 268 hours of community service, inspiring 18 other cadets to exceed 100 service hours this academic year; and

Whereas, Cadet Scott led the high school’s top fundraiser for Mount Dora, the annual Art Festival Parking Operation, coordinating 100 volunteers and raising over \$8,000 for the school while also leading the unit’s recruiting efforts, enrolling 83 freshman to participate—the best-ever enrollment in the unit’s history; and

Whereas, Cadet Scott is described by his instructors as driven, energetic, loyal and trustworthy, humble, kind and inspirational, embodying “all the characteristics you are looking for when trying to describe a citizen of character, duty and respect;”

NOW, THEREFORE, I, Crissy Stile, as Mayor of the City of Mount Dora, Florida, in recognition of his extraordinary service and leadership, proudly present Cadet Peyton Scott this Certificate of Recognition on behalf of the citizens of Mount Dora and wish him well on his future goals to “make a difference” and “have a positive impact on others and his community.” May Cadet Scott’s future be filled with success in all endeavors, whatever they may be.

Crissy Stile, Mayor

July 2, 2024



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

DATE: July 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: MSL, CPAs and Advisors Audit Presentation

Introduction:

This is an opportunity for Council to view a presentation of required auditor communications.

Discussion:

This presentation is for the fiscal year ended September 30, 2023, presented by Bill Blend, CPA with MSL CPAs & Advisors.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

N/A

Attachment(s):

1. Final Presentation to City Council - City of Mount Dora (002)

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Rita Meade, Finance Director
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 6/20/2024
Approved - 6/25/2024
Final Approval - 6/25/2024

CITY OF MOUNT DORA, FLORIDA

Required Auditor Communications
Fiscal Year Ended September 30, 2023

Presented By
Bill Blend, CPA
Shareholder



AUDIT OVERVIEW



Required Communications



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

Services and Deliverables

Independent Auditor's Report (Pages 1-3)

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

Single Audit Report (Pages 140-142)

Independent Accountant's Report (Page 147)

Management Letter (Page 148-150)

FINANCIAL HIGHLIGHTS



City-Wide Analysis (Pages 15-17)



	Governmental Activities		Business-type Activities	
	<u>2023</u>	<u>2022</u>	<u>2023</u>	<u>2022</u>
Current Ratio	14.1	11.6	6.7	8.4
Total Assets	\$121.3M	\$114.5M	\$105.0M	\$98.5M
Total Deferred Outflows of Resources	\$6.6M	\$3.0M	\$0.8M	\$0.5M
Total Liabilities	\$56.0M	\$57.2M	\$25.1M	\$25.2M
Total Deferred Inflows of Resources	\$8.0M	\$7.8M	\$1.7M	\$1.5M
Total Net Position:				
Net Investment in Capital Assets	\$41.2M	\$39.2M	\$48.0M	\$48.0M
Restricted	\$19.4M	\$15.9M	\$12.7M	\$10.0M
Unrestricted	\$3.3M	(\$2.6)M	\$18.3M	\$14.3M
Unrestricted NP as a % of Total Expenses	13.3%	(10.1)%	78.9%	54.9%
Change in Net Position	\$11.6M	\$6.4M	\$6.7M	\$5.0M



General Fund (Pages 18-20)



	2023	2022
Total Assets	\$13.3M	\$11.0M
Total Liabilities & Deferred Inflows	\$2.6M	\$2.5M
Fund Balance:		
Nonspendable	\$ 0.7M	\$ 0.9M
Assigned	3.0M	1.1M
Unassigned	<u>7.0M</u>	<u>6.5M</u>
Total Fund Balance	\$10.7M	\$8.5M
Unassigned FB as a % of Total Expenditures and Transfers Out	26.8%	26.1%
Net Change in Fund Balance	\$2.3M	\$1.3M

General Fund Budget (Page 79 - 81)



	Budget	Actual	Positive (Negative)
Resources:			
Beginning Fund Balance	1.7M	\$ 8.5M	\$ 6.8M
Total Revenues & Transfers In	<u>27.1M</u>	<u>28.8M</u>	<u>\$1.7M</u>
Total Resources	28.8M	37.3M	8.5M
Total Expenditures & Other Financing Uses	<u>28.8M</u>	<u>26.6M</u>	<u>2.2M</u>
Ending Fund Balance	\$0.0M	\$10.7M	\$10.7
Net Change in Fund Balance	(\$1.7M)	\$2.2M	\$3.9

Proprietary Funds (Pages 22-27)



	Electric	Water & Wastewater	Sanitation	Stormwater
Total Assets & Deferred Outflows	\$19.6M	\$77.6M	\$0.4M	\$8.5M
Total Liabilities & Deferred Inflows	6.3M	19.8M	0.6M	0.3M
Net Position:				
Net Investment in Capital	6.8M	34.5M	0.0M	6.7M
Restricted	0.0M	12.7M	0.0M	0.0M
Unrestricted (deficit)	<u>6.5M</u>	<u>10.6M</u>	<u>(0.2M)</u>	<u>1.5M</u>
Total Net Position (Deficit)	<u>\$13.3M</u>	<u>\$57.8M</u>	<u>(\$0.2M)</u>	<u>\$8.2M</u>
Total Operating Revenues	\$9.9M	\$15.3M	\$2.8M	\$2.2M
Total Operating Expenses	<u>8.5M</u>	<u>10.6M</u>	<u>2.8M</u>	<u>1.1M</u>
Operating Income	\$1.4M	\$4.7M	\$0.0M	\$1.1M

Questions or Comments





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

DATE: July 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Project (Construction and Others) Updates

Introduction:

This is an opportunity for staff to provide an update to City Council on the ongoing projects throughout the City.

Discussion:

Staff will present updates on current projects and be available to answer any questions.

Budget Impact:

N/A

Strategic Impact:

GOAL 2: Infrastructure / Public Safety

Recommendation:

Presentation of information only; no action requested.

Attachment(s):

Prepared by: Vince Sandersfeld, City Manager
Reviewed by: Misty Sommer, Director of Economic Development & Public
Information
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 5/20/2024

Approved - 6/25/2024
Final Approval -
6/25/2024



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

DATE: July 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Piggyback Agreement with Cathcart Construction Company - Florida, LLC (Infrastructure Repairs On-Call)

Introduction:

This is a request for City Council to approve a piggyback agreement for utility infrastructure and site restoration services with Cathcart Construction Company - Florida, LLC under a piggyback agreement with the City of Altamonte Springs, Florida.

Discussion:

The City Utility currently has over 136 miles of water mains, 35 miles of reuse mains and 106 miles of sewer mains and gravity within the City, County or State right-of-ways. The mains are mostly in the grassed areas beside the road, but in some cases are situated under or across roads as needed to serve the community. Rights of way change and utility mains must be relocated as the City grows. Additionally, potable water, sanitary sewer, reuse water and storm water systems require repairs for unplanned breaks and accidents that may occur. Outside resources are required to complete work in a timely manner.

The City of Mount Dora has determined that piggybacking a contract entered into by the City of Altamonte Springs, Florida, is an advantageous way to procure these on-call infrastructure repairs.

The City of Altamonte Springs has similar infrastructure and restoration needs and has successfully established a long-term service contract with Cathcart Construction Company – Florida, LLC for as needed and emergency projects.

Budget Impact:

Funds are budgeted in the 421 Water/Wastewater general ledger accounts each fiscal year for Renewal, Replacement, or Capital Improvement Projects to keep the utility system in top condition. In the event that any assigned tasks result in over expenditure of the approved funds, a budget amendment will be processed for approval pursuant to the City purchasing policies.

Strategic Impact:

Objective 2.4 Sustain City Infrastructure.

Recommendation:

Council approval of a piggyback agreement with Cathcart Construction Company - Florida, LLC for the on-call infrastructure repairs.

Attachment(s):

1. Cathcart Piggyback w Exhibits reduced.ccc

Prepared by: Bill Mitchell, City Engineer
Reviewed by: Matthew Dodson, Budget Officer
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 6/18/2024
Approved - 6/20/2024
Approved - 6/20/2024
Final Approval - 6/20/2024

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 CATHCART CONSTRUCTION COMPANY – FLORIDA, LLC, 1056 Willa Springs Drive, Winter Springs, Florida 32708, hereinafter referred to as the “CONTRACTOR”.

W I T N E S S E T H:

WHEREAS, the CITY has determined that it is in its best interest utilize Contract No. AB23009A/B Citywide Infrastructure Potable, Sanitary, Reclaimed, & Stormwater with Site Restoration (ARPA) between the City of Altamonte Springs and the CONTRACTOR, and Contract Amendment No. 1 (the “Infrastructure Agreement”), attached hereto as **Exhibit “A”** and made a binding part hereof by this reference, which was competitively solicited for and negotiated by the City of Altamonte Springs through the Invitation to Bid No. 23-009-RS – Citywide Infrastructure Potable, Sanitary, Reclaimed, & Stormwater with Site Restoration (ARPA); and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the materials, labor, and services required by the CITY for the same pricing set forth in the Infrastructure Agreement and further confirmed in the letter from CONTRACTOR dated April 17, 2024, and attached hereto as **Exhibit “B”**; 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 March 2, 2026, and is subject to one (1) additional two (2) year renewal.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide the materials, labor, services, and pricing to the CITY as set forth in Exhibit “A” and Exhibit “B” attached hereto, which consists of the Infrastructure Agreement and the letter dated April 17, 2024.

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Infrastructure Agreement 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: Cathcart Construction Company – Florida, LLC
Matt T. Blanton, President
1056 Willa Springs Drive
Winter Springs, Florida 32708

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 and Exhibit B 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. 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 9. **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, if any, it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 10. **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 11. **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 12. **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 13. INSURANCE.

Certificates of Insurance are to be provided by CONTRACTOR naming the City as additional insured.

SECTION 14. MATERIALS, LABOR, AND SERVICES.

All materials, labor, and services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agency.

SECTION 15. **USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.**

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

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

CITY OF MOUNT DORA

CRISSY STILE
MAYOR of the City of Mount Dora,
Florida

ATTEST:

JEANANN HAND
CITY CLERK

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

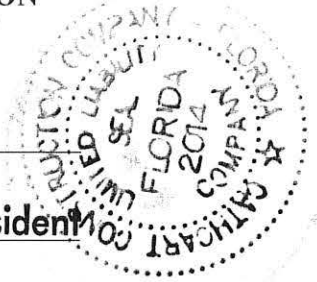
Patrick Brackins
City Attorney

CATHCART CONSTRUCTION
COMPANY-FLORIDA, LLC



Print: Matt T. Blanton, President

Title: Matt T. Blanton, President



STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Matt T. Blanton, President 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 who produced _____ as identification, and who did/did not take an oath this 17th day of JUNE, 2024.

(stamp)



LAUREL BORTHWICK
Commission # HH 048746
Expires October 16, 2024
Bonded Thru Budget Notary Services



NOTARY PUBLIC

Exhibit “A”

Contract No. AB23009A/B Citywide Infrastructure Potable, Sanitary, Reclaimed, & Stormwater with Site Restoration (ARPA) and Contract Amendment #1 between City of Altamonte Springs and Cathcart Construction Company-Florida, LLC



**CONTRACT AMENDMENT NO. 1
FOR
CONTRACT NO. AB23009A/B
Citywide Infrastructure Potable, Sanitary, Reclaimed, &
Stormwater with Site Restoration (ARPA)**

The Agreement made and entered into the 2nd day of March, 2023, by and between the **City of Altamonte Springs (CITY)** and **Cathcart Construction Company – Florida, LLC (CONTRACTOR)** is amended as follows:

The below amendment(s) shall be effective when all parties have signed this agreement.

The city desires to renew this master contract from March 3rd, 2024 through March 2nd, 2026.

All other terms and conditions as stated on the original Agreement or as amended on previous Amendments remain the same.

IN WITNESS WHEREOF, by affixing their name below all parties agree to and acknowledge all aspects of this Amendment as stated:

**CITY
CITY OF ALTAMONTE SPRINGS, FL**

Roxana Siaca-Jones
Signature of person authorized to sign

Roxana Siaca-Jones, Procurement Manager
Name & Title of person authorized to sign

02/13/2024
Date

**CONTRACTOR
CATHCART CONSTRUCTION COMPANY-
FLORIDA, LLC**

Matt T. Blanton
Signature of person authorized to sign
Matt T. Blanton, President

Name & Title of person authorized to sign

2/13/24
Date

**** Remainder of this page left blank intentionally ****



CONTRACT
Contract No. AB23009A/B
**Citywide Infrastructure Potable, Sanitary,
Reclaimed, & Stormwater with Site Restoration
(ARPA)**

THIS AGREEMENT, made and concluded this 2nd day of March, 20 23, by and between the City of Altamonte Springs, hereinafter generally called the Owner, and Cathcart Construction Company – Florida, LLC hereinafter generally called the Contractor.

WITNESSETH, that for and in consideration of the payments and agreements to be made and performed by the Owner, Contractor, at its own cost and expense and with skill and diligence, will construct and complete all work included in Bid No: ITB-23-009-RS, entitled CityWide Infrastructure Potable, Sanitary, Reclaimed, & Stormwater with Site Restoration (ARPA) for \$750,040.50 – Base Bid A and \$1,290,362.00 – Base Bid B in accordance with attached Contract Documents, and in full compliance with this Agreement.

And the Contractor agrees to receive the prices stated in the Proposal Bid Form attached in full compensation for furnishing material and labor in moving materials and executing all the work contemplated in this Contract; the Contractor, for such consideration, shall be responsible for and hereby does indemnify Owner from and against any and all loss or damage, including attorney's fees and costs, arising out of the performance of the work aforesaid or from any action of elements; of every description encountered in connection with the work, and furnishing the materials.

The term of this agreement is from March 2, 2023 through March 1, 2024. This agreement may be renewed for an additional two (2) renewals of two (2) year periods each. All work is to be commenced when directed in writing by the Procurement Division or authorized representative, and to be diligently prosecuted to completion.

To prevent all disputes and litigations, it is agreed by and between the parties to this Contract that the Owner shall in all cases determine the quality and quantity of the several kinds of work and materials which are to be paid for under this Contract, and shall determine all questions in relation to lines, levels and dimensions of the work, and as to the interpretation of the requirements and specifications.

Payment shall be made in accordance with provisions as outlined elsewhere in these specifications.

As required by Florida Statute, Chapter 119, the Contractor shall allow access to and retain records and reports pertaining to this contract as called for in the Solicitation Document under the paragraph entitled "Contractor Public Records Requirements - Contract for Services".

The Contract Documents shall consist of this Contract and the following:

- Formal Bid Document
- Drawings/Plans



CONTRACT
Contract No. AB23009A/B
**Citywide Infrastructure Potable, Sanitary,
Reclaimed, & Stormwater with Site Restoration
(ARPA)**

- Addendums
- Proposal Bid Form (as submitted by the bidder)
- Payment & Performance Bond (if required by the bid document)

This Agreement, together with these documents, forms the contract, and they are as fully a part of the contract as if hereto attached or herein repeated.

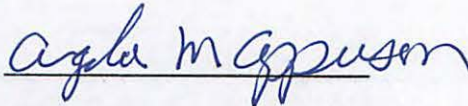
The Contractor and the Owner for themselves, their heirs, executors, administrators, successors, and assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF THEY HAVE EXECUTED THIS AGREEMENT:

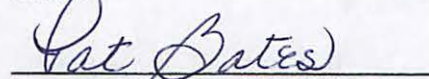
OWNER

**City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701**

Attest:



Owner:



(Signature) Pat Bates

(Name, Written or Typed)

Mayor
(Title, Written or Typed)

CONTRACTOR

**Cathcart Construction Company - Florida LLC
1056 Willa Springs Drive
Winter Springs, FL 32708**

Attest:



AFFIX CORPORATE SEAL

Officer:



(Signature) Matt T. Blanton, President

(Name, Written or Typed)
Matt T. Blanton, President

(Title, Written or Typed)

C - 2



INVITATION TO BID
ITB-23-009-RS
CITYWIDE INFRASTRUCTURE POTABLE, SANITARY,
RECLAIMED, & STORMWATER WITH SITE
RESTORATION (ARPA)

PROPOSAL BID FORM

To: Procurement Division
City Hall, Suite 1030
CITY OF ALTAMONTE SPRINGS
225 Newburyport Avenue
Altamonte Springs, FL 32701

The undersigned hereby declares that after carefully examining these Bid Documents am fully aware of all conditions affecting such Work, for which Bids were advertised to be returned by 11:00 AM, Wednesday, January 18, 2023, does hereby submit the following Bid for completion of said Work.

CITYWIDE INFRASTRUCTURE POTABLE, SANITARY, RECLAIMED, AND STORMWATER WITH SITE RESTORATION BASE BID 'A' – PLANNED PROJECT AREAS	
TOTAL BASE BID 'A' AMOUNT (In Numbers)	750,040.50
TOTAL BASE BID 'A' AMOUNT (In Writing)	SEVEN HUNDRED FIFTY THOUSAND FORTY DOLLARS AND FIFTY CENTS
CITYWIDE INFRASTRUCTURE POTABLE, SANITARY, RECLAIMED, AND STORMWATER WITH SITE RESTORATION BASE BID 'B' – HILLCREST-CHARTER OAKS NEP	
TOTAL BASE BID 'B' AMOUNT (In Numbers)	1,290,362.00
TOTAL BASE BID 'B' AMOUNT (In Writing)	ONE MILLION, TWO HUNDRED NINETY THOUSAND, THREE HUNDRED SIXTY TWO DOLLARS

Company Name: Cathcart Construction Company - Florida LLC

PBF - 1



**INVITATION TO BID
ITB-23-009-RS
CITYWIDE INFRASTRUCTURE POTABLE, SANITARY,
RECLAIMED, & STORMWATER WITH SITE
RESTORATION (ARPA)**

Per Section 5.4.1 REQUIRED A copy of current and active State of Florida General Contractor License.	☒ Yes or ☐ No
Per Section 5.4.2 REQUIRED A copy of Sub-Contractors List is attached to the submittal. (SC-1)	☒ Yes or ☐ No
Per Section 5.4.3 REQUIRED An unendorsed insurance certificate or letter from insurance agent conforming to Section 4 requirements is included in submittal.	☒ Yes or ☐ No
Per Section 5.4.5 REQUIRED A copy of the Bidders Project Experience - References is attached to the submittal. (R-1)	☒ Yes or ☐ No
Per Section 5.4.8 REQUIRED E-Verify Memorandum of Understanding has been included in the submittal.	☒ Yes or ☐ No
Per Section 5.4.9: REQUIRED A copy of the Bidders List of Equipment is attached to the submittal. (E-1)	☒ Yes or ☐ No
Per Section 5.4.10: REQUIRED A copy of the Bidders List of Supervisory Personnel is attached to the submittal. (P-1)	☒ Yes or ☐ No

**FOR THIS BID TO BE CONSIDERED VALID
IT IS MANDATORY THAT THE BID BE SIGNED
IN THE SPACE PROVIDED BELOW**

The Bidder hereby acknowledges receipt of the following Addenda, if any:

No. 1 Dated 01/06/2023
No. 2 Dated 01/19/2023
No. _____ Dated _____

Company Name: Cathcart Construction Company - Florida LLC

PBF - 2



INVITATION TO BID
ITB-23-009-RS
CITYWIDE INFRASTRUCTURE POTABLE, SANITARY,
RECLAIMED, & STORMWATER WITH SITE
RESTORATION (ARPA)

The City reserves the right to accept any or all Bids, to waive informalities, and to reject all or any part of any Bid as they may deem to be in the best interest of the City.

This Proposal Bid Form is a mandatory form to ease Bid tabulation and analysis; however, additional supportive forms can accompany it. An officer or representative who has official authorization to sign Bids **MUST** sign this Proposal Bid Form. Failure to sign in the space provided below will result in the Bid being rejected.

Bids not received by advertised due date and time (see Bidding Instruction Terms and Conditions section) will be returned to the sender unopened.

Signing the Proposal Bid Form affirms that the original Invitation for Bid document has not been altered in any way.

Company Name (as it appears on the W9) Cathcart Construction Company - Florida LLC

D/B/A Name (if applicable) n/a

F.E.I.N 46-4740152

DUNS

Name of Owner/Partner/Officer (Print) Matt Blanton

Title/Position of Owner/Partner/Officer (Print) President

Signature of Owner/Partner/Officer 

Business Telephone 407-629-2900

Fax Telephone 321-203-4900

Email Address mblanton@cathcartconstructioncompany.com

Business Address 1056 Willa Springs Drive

City/State/Zip Winter Springs, FL 32708

Mailing Address same as above

City/State/Zip

Address To Send PO same as above

City/State/Zip

Remittance Address same as above

City/State/Zip

Cathcart Construction Company - Florida LLC

Company Name: Cathcart Construction Company - Florida LLC

PBF - 3


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Certified General Contractor #CGC051005

Logged in as **cathcart, John Com****License Menu**

Select the function you wish to perform.
Press "Back" to return to the main menu.

License Issued To:	CATHCART, JOHN THOMAS
DBA Name:	CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC
License Status:	Current, Active
Originally Licensed On:	07/28/1990 (mm/dd/yyyy)
Expires On:	08/31/2024 (mm/dd/yyyy)
Modifiers:	Construction Business 02/20/2004 (mm/dd/yyyy)

Functions

[Change of Status from Active to Inactive](#)
[Address Change](#)
[Apply For Name Change](#)
[Print Inactive Receipt](#)
[Print License Certificate](#)
[Request License Certification](#)
[Individual Active](#)
[Individual Inactive](#)
[Qualify a Business](#)
[Qualify additional Business as Business](#)
[Qualify additional Business as Individual](#)
[Reinstatement of Certified License from Null & Void](#)
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Certified Utility & Excavation Contractr #CUC057230

Logged In as **cathcart, john Com****License Menu**

Select the function you wish to perform.
Press "Back" to return to the main menu.

License Issued To:	CATHCART, JOHN THOMAS
DBA Name:	CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC
License Status:	Current, Active
Originally Licensed On:	01/12/2000 (mm/dd/yyyy)
Expires On:	08/31/2024 (mm/dd/yyyy)
Modifiers:	Construction Business 02/20/2004 (mm/dd/yyyy)

Functions[Certified Underground Utility and Excavation Contractor - Change of Status from Active to Inactive](#)[Address Change](#)[Apply For Name Change](#)[Print Inactive Receipt](#)[Print License Certificate](#)[Request License Certification](#)[Individual Active](#)[Individual Inactive](#)[Qualify a Business](#)[Qualify additional Business as Business](#)[Qualify additional Business as Individual](#)[Reinstatement of Certified License from Null & Void](#)[View My Continuing Education](#)[Remove This License From My Account](#)[Back](#)The State of Florida is an AA/EEO employer. [Copyright 2007-2013 State of Florida, Privacy Statement](#)

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INVITATION TO BID

ITB-23-009-RS

CITYWIDE INFRASTRUCTURE POTABLE, SANITARY, RECLAIMED, &
STORMWATER WITH SITE RESTORATION (ARPA)

LIST OF SUB-CONTRACTORS

As per the Insurance Requirements Specifications Section, below is a list of sub-contractors and verification that the sub-contract is insured per the Section 4.

Before the City can issue a purchase order and authorize the Successful Bidder/Contractor to proceed, the Successful Bidder/Contractor may be required to provide proof of insurance for any subcontractor, either by submitting a certificate of insurance indicating the Successful Bidder/Contractor as the insured for workers' compensation statutory limits coverage, or individual certificates of insurance from each subcontractor. Certificates of exemption for these subcontractors will not be accepted in lieu of proof of coverage.

IF **NO** SUB-CONTRACTOR(S) EMPLOYED FOR THIS PROJECT

I certify that our Company as the prime Bidder will perform all Work and no subcontractors will be utilized for this Solicitation/Contract.

Signature

Title

____/____/____
Date

IF SUB-CONTRACTOR(S) **WILL** BE EMPLOYED FOR THIS PROJECT

Name of Sub-contractor	Business Address (City/State only)	Trade (brief description)	Insured per Section 5 (Indicate - Yes/No)
Donoghue Construction Layout	Altamonte Springs, FL	Surveying	☒ Yes ☐ No
Rangeline Tapping	Royal Palm Beach, FL	Line Stops	☒ Yes ☐ No
Kathy's Video	Longwood, FL	Video	☒ Yes ☐ No
Tierra Inc.	Tampa, FL	Testing	☒ Yes ☐ No
Tuscan Sun	Orlando, FL	Trucking	☒ Yes ☐ No
EM Paving	Orlando, FL	Paving	☒ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE PROPOSAL BID FORM

Company Name: Cathcart Construction Company - Florida LLC

SC-1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LRA Insurance 498 S Lake Destiny Dr Suite 200 Orlando FL 32810	CONTACT NAME: Jeffrey Larson PHONE (A/C, No, Ext): (407) 838-3445 E-MAIL: jlarson@lrainsurance.com ADDRESS: (407) 838-3460
INSURED Cathcart Construction Company - Florida, LLC 2564 Connection Point Oviedo FL 32765	INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Company NAIC # 24112 INSURER B: Fair American Select Insurance Company 15201 INSURER C: Bridgefield Employers Ins Co 10701 INSURER D: Westchester Surplus Lines Ins Co 010172 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 22-23

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☒ LOC ☐ OTHER:	X		TRA0975947	4/7/2022	4/7/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ☒ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ☐			TRA0975947	4/7/2022	4/7/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A	UMBRELLA LIAB ☒ OCCUR ☒			TRA0975947 - Umbrella	4/7/2022	4/7/2023	EACH OCCURRENCE \$ 2,000,000
B	EXCESS LIAB ☒ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			CSX800000900 - Excess	4/7/2022	4/7/2023	AGGREGATE \$ 2,000,000 Excess Liability over Umbrella \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	0830-53545	4/7/2022	4/7/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution			G4682765A 005	10/20/2021	10/20/2022	Each Occurrence/Aggregate \$2M ea/\$4M agg
A	Inland Marine			TRA0975947	4/7/2022	4/7/2023	Rented/Leased Equipment 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Altamonte Springs is included as additional insured with respects to the General Liability coverage where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

B Williamson/JLARSO

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INVITATION TO BID
ITB-23-009-RS
CITYWIDE INFRASTRUCTURE POTABLE, SANITARY,
RECLAIMED, & STORMWATER WITH SITE
RESTORATION (ARPA)

PROJECT EXPERIENCE INFORMATION - REFERENCES

In order to assure quality execution of the Project, the Bidder (Contractor and/or their sub-contractor) **must** submit on the Project Experience Information form below. The Contractor qualifications must be met with a **minimum of three (3)** separate infrastructure type projects of similar size and nature. The Bidder shall clearly indicate how the submitted projects meets the qualifications for each project experience type requested. Please provide enough forms to comply with this qualification.

Bidder (Contractor Name):	Cathcart Construction Company - Florida LLC		
Project Experience For:	☒ Bidder/Contractor	☐ Bidders Sub-Contractor	
Project Experience Type:	☒ The Bidder must have a minimum of five (5) years of infrastructure with site restoration project experience performed for municipalities. ☒ The Bidder shall provide a list of three (3) clients in which the Contract amount is similar to the City's anticipated Contract amount.		

Project Name:	Term Contract, Utility Infrastructure & Site Restoration			
Project Cost:	\$16,000,000+			
Project Dates	Start Date	2019	Completion Date	Ongoing
Project Description:	Over 300 infrastructure projects completing gravity sewer, storm sewer, lift stations, streetscapes and utilities. This contract has also included over 75 emergency projects ranging from \$25,000 to \$2.1 million.			
Project Owner:	Owner Name	City of Orlando		
	Owner Address	400 S. Orange Avenue, Orlando, FL 32801		
Owners Project Manager:	Project Mgr. Name	Charlie Conklin		
	Project Mgr. Bus. #	407-246-3182/321-229-0310		
	Project Mgr. Email:	Charlie.Conklin@cityoforlando.net		

Company Name: Cathcart Construction Company - Florida LLC

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INVITATION TO BID
ITB-23-009-RS
CITYWIDE INFRASTRUCTURE POTABLE, SANITARY,
RECLAIMED, & STORMWATER WITH SITE
RESTORATION (ARPA)

PROJECT EXPERIENCE INFORMATION - REFERENCES

In order to assure quality execution of the Project, the Bidder (Contractor and/or their sub-contractor) **must** submit on the Project Experience Information form below. The Contractor qualifications must be met with a **minimum of three (3)** separate infrastructure type projects of similar size and nature. The Bidder shall clearly indicate how the submitted projects meets the qualifications for each project experience type requested. Please provide enough forms to comply with this qualification.

Bidder (Contractor Name):	Cathcart Construction Company - Florida LLC		
Project Experience For:	☒ Bidder/Contractor	☐ Bidders Sub-Contractor	
Project Experience Type:	☐ The Bidder must have a minimum of five (5) years of infrastructure with site restoration project experience performed for municipalities. ☐ The Bidder shall provide a list of three (3) clients in which the Contract amount is similar to the City's anticipated Contract amount.		

Project Name:	Continuing Contract			
Project Cost:	\$3,000,000+			
Project Dates	Start Date	2020	Completion Date	Ongoing
Project Description:	Over 25 projects consisting of hardscapes and underground utilities, including emergency projects consisting of stormwater infrastructure and wastewater treatment plant work.			
Project Owner:	Owner Name	City of Winter Garden		
	Owner Address	300 West Plant Street, Winter Garden, FL 34787		
Owners Project Manager:	Project Mgr. Name	Jon Williams-City Manager		
	Project Mgr. Bus. #	407-656-4111 X 2263		
	Project Mgr. Email:	jwilliams@cwgd.com		



INVITATION TO BID
ITB-23-009-RS
CITYWIDE INFRASTRUCTURE POTABLE, SANITARY,
RECLAIMED, & STORMWATER WITH SITE
RESTORATION (ARPA)

PROJECT EXPERIENCE INFORMATION - REFERENCES

In order to assure quality execution of the Project, the Bidder (Contractor and/or their sub-contractor) **must** submit on the Project Experience Information form below. The Contractor qualifications must be met with a **minimum of three (3)** separate infrastructure type projects of similar size and nature. The Bidder shall clearly indicate how the submitted projects meets the qualifications for each project experience type requested. Please provide enough forms to comply with this qualification.

Bidder (Contractor Name):	Cathcart Construction Company - Florida LLC		
Project Experience For:	☒ Bidder/Contractor	☐ Bidders Sub-Contractor	
Project Experience Type:	☐ The Bidder must have a minimum of five (5) years of infrastructure with site restoration project experience performed for municipalities. ☐ The Bidder shall provide a list of three (3) clients in which the Contract amount is similar to the City's anticipated Contract amount.		

Project Name:	Citywide Infrastructure Potable, Sanitary, Reclaimed & Stormwater with Site Restoration			
Project Cost:	\$15,000,000+			
Project Dates	Start Date	2015	Completion Date	Ongoing
Project Description:	All of the City of Altamonte Springs NEP Projects since 2015. In addition, this also included emergency projects as needed.			
Project Owner:	Owner Name	City of Altamonte Springs		
	Owner Address	950 Calabria Drive, Altamonte Springs, FL 32714		
Owners Project Manager:	Project Mgr. Name	Trey Sisk		
	Project Mgr. Bus. #	407-571-8572		
	Project Mgr. Email:	TSisk@altamonte.org		

Company Name: Cathcart Construction Company - Florida LLC

R - 1



ITEMIZED BID FORM

ITB NO. 23-009-RS

CITYWIDE INFRASTRUCTURE

POTABLE, SANITARY, RECLAIMED, AND STORMWATER WITH SITE RESTORATION

Bidder to complete form and attach to Proposal Bid Form. Enter Base Bid Grand Total on Proposal Bid Form.

Base Bid A : Planned Project Areas

Note: If not bidding on an item, indicate "No Bid" in Unit Price cell.

Note: If no cost for item, indicate \$0.00 or "N/C" (no charge) in Unit Price cell.

Note: Unit Prices are "Maximum Unit Prices" for the term of the contract. Units may be less but not more based on Work Order Assignments.

Pay Item No.	Descriptions	Unit	Qty	Maximum Unit Price	Extended Price
1.00 Mobilization, Traffic Control and Project Documentation					
1.01	Mobilization / Demobilization (Not to Exceed 12% of Contract Value)	%	1	\$ 10.00	\$ 10.00
1.02	Maintenance of Traffic (Not to Exceed 5% of contract Value)	%	1	\$ 5.00	\$ 5.00
1.03	Arrow Board / Advance Warning Flashing	ED	1	\$ 25.00	\$ 25.00
1.04	Portable Changeable Message Sign	ED	1	\$ 55.00	\$ 55.00
1.05	Pre Construction Video of Work Area	EA	1	\$ 2,500.00	\$ 2,500.00
1.06	Utility System Record Drawings	EA/1000 LF	1	\$ 1,750.00	\$ 1,750.00
1.07	FDEP Partial Clearance Testing/Certification Potable Water System	EA	1	\$ 2,500.00	\$ 2,500.00
1.08	FDEP Partial Clearance Testing/Certification Sanitary System	EA	1	\$ 1,750.00	\$ 1,750.00
1.09	FDEP Final Clearance Testing/Certification Potable Water System	EA	1	\$ 3,000.00	\$ 3,000.00
1.10	FDEP Final Clearance Testing/Certification Sanitary System	EA	1	\$ 1,750.00	\$ 1,750.00
				Subtotal	\$ 13,345.00
2.00 General Site Work and Site Protection					
2.01	Sediment Barrier (Silt Fence)	LF	1	\$ 3.00	\$ 3.00
2.02	Inlet Protection System	EA	1	\$ 350.00	\$ 350.00
2.03	Clearing and Grubbing Within the ROW	SY	1	\$ 18.00	\$ 18.00
2.04	Removal of Existing Structure	SF	1	\$ 150.00	\$ 150.00
2.05	Removal of Existing Concrete Pavement - Sidewalks & Driveways	SY	1	\$ 15.00	\$ 15.00
2.06	Regular Excavation	CY	1	\$ 30.00	\$ 30.00
2.07	Borrow Excavation, Truck Measure	CY	1	\$ 35.00	\$ 35.00
2.08	Embankment	CY	1	\$ 30.00	\$ 30.00
2.09	Flowable Fill - Excavatable Type	CY	1	\$ 450.00	\$ 450.00
2.10	Excavation for Structures	CY	1	\$ 25.00	\$ 25.00
				Subtotal	\$ 1,106.00
3.00 Water Main Potable/Reclaimed (Including fittings, pipe, materials and restoration)					
3.01	Utility Pipe, F&I, Water Potable/Reclaimed, 2" PVC DR18	LF	1	\$ 25.00	\$ 25.00
3.02	Utility Pipe, F&I, Water Potable/Reclaimed, 4" PVC DR18	LF	1	\$ 40.00	\$ 40.00
3.03	Utility Pipe, F&I, Water Potable/Reclaimed, 6" PVC DR18	LF	1	\$ 65.00	\$ 65.00
3.04	Utility Pipe, F&I, Water Potable/Reclaimed, 8" PVC DR18	LF	1	\$ 90.00	\$ 90.00
3.05	Utility Pipe, F&I, Water Potable/Reclaimed, 10" PVC DR18	LF	1	\$ 100.00	\$ 100.00
3.06	Utility Pipe, F&I, Water Potable/Reclaimed, 12" PVC DR18	LF	1	\$ 150.00	\$ 150.00
3.07	Utility Pipe, F&I, Water Potable/Reclaimed, 16" PVC DR18	LF	1	\$ 180.00	\$ 180.00
3.08	Utility Pipe, F&I, Water Potable/Reclaimed 4" Directional Drill HDD/HDPE	LF	1	\$ 95.00	\$ 95.00
3.09	Utility Pipe, F&I, Water Potable/Reclaimed 6" Directional Drill HDD/HDPE	LF	1	\$ 100.00	\$ 100.00
3.10	Utility Pipe, F&I, Water Potable/Reclaimed 8" Directional Drill HDD/HDPE	LF	1	\$ 120.00	\$ 120.00
3.11	Utility Pipe, F&I, Water Potable/Reclaimed 10" Directional Drill HDD/HDPE	LF	1	\$ 140.00	\$ 140.00
3.12	Utility Pipe, F&I, Water Potable/Reclaimed 12" Directional Drill HDD/HDPE	LF	1	\$ 190.00	\$ 190.00
3.13	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, Galv. 0"-2.5"	LF	1	\$ 20.00	\$ 20.00
3.14	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 2"	LF	1	\$ 20.00	\$ 20.00
3.15	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 4"	LF	1	\$ 25.00	\$ 25.00
3.16	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 6"	LF	1	\$ 30.00	\$ 30.00
3.17	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 8"	LF	1	\$ 35.00	\$ 35.00
3.18	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 10"	LF	1	\$ 40.00	\$ 40.00

Base Bid A : Planned Project Areas

Note: If not bidding on an item, indicate "No Bid" in Unit Price cell.

Note: If no cost for item, indicate \$0.00 or "N/C" (no charge) in Unit Price cell.

Note: Unit Prices are "Maximum Unit Prices" for the term of the contract. Units may be less but not more based on Work Order Assignments.

Pay Item No.	Descriptions	Unit	Qty	Maximum Unit Price	Extended Price
3.19	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 12"	LF	1	\$ 40.00	\$ 40.00
3.20	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 16"	LF	1	\$ 50.00	\$ 50.00
3.21	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 0"-1.9"	LF	1	\$ 15.00	\$ 15.00
3.22	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 2"	LF	1	\$ 15.00	\$ 15.00
3.23	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 4"	LF	1	\$ 15.00	\$ 15.00
3.24	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 6"	LF	1	\$ 25.00	\$ 25.00
3.25	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 8"	LF	1	\$ 25.00	\$ 25.00
3.26	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 10"	LF	1	\$ 25.00	\$ 25.00
3.27	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 12"	LF	1	\$ 25.00	\$ 25.00
3.28	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 16"	LF	1	\$ 35.00	\$ 35.00
3.29	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 2"	EA	1	\$ 150.00	\$ 150.00
3.30	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 4"	EA	1	\$ 400.00	\$ 400.00
3.31	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 6"	EA	1	\$ 500.00	\$ 500.00
3.32	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 8"	EA	1	\$ 800.00	\$ 800.00
3.33	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 10"	EA	1	\$ 1,200.00	\$ 1,200.00
3.34	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 12"	EA	1	\$ 1,400.00	\$ 1,400.00
3.35	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 16"	EA	1	\$ 3,400.00	\$ 3,400.00
3.36	Utility Pipe, Existing Valve Box Adjust to Grade with Concrete Collar	EA	1	\$ 450.00	\$ 450.00
				Subtotal	\$ 10,035.00
5.00 Utility - Water Services (Including fittings, pipe, materials and restoration)					
5.01	Utility Fixture, F&I, Water, Meter and Meter Box on 0"-1.9" WM	EA	1	\$ 850.00	\$ 850.00
5.02	Utility Fixture, F&I, Water, Backflow Assembly on 0"-1.9" WM	EA	1	\$ 1,100.00	\$ 1,100.00
5.03	Utility Fixture, F&I, Water, Saddle on 0"-1.9" WM	EA	1	\$ 200.00	\$ 200.00
5.04	Utility Fixture, F&I, Water, Gate Valve Assembly on 0"-1.9" WM	EA	1	\$ 500.00	\$ 500.00
5.05	Utility Fixture, F&I, Water, Meter and Meter Box on 2" WM	EA	1	\$ 900.00	\$ 900.00
5.06	Utility Fixture, F&I, Water, Saddle on 2" WM	EA	1	\$ 250.00	\$ 250.00
5.07	Utility Fixture, F&I, Water, Gate Valve Assembly on 2" WM	EA	1	\$ 800.00	\$ 800.00
5.08	Utility Fixture, F&I, Water, Line Stop Assembly on 2" WM	EA	1	\$ 4,000.00	\$ 4,000.00
5.09	Utility Fixture, F&I, Water, Mech Joint Restraint on 2" WM	EA	1	\$ 100.00	\$ 100.00
5.10	Utility Fixture, F&I, Water, Meter and Meter Box on 4" WM	EA	1	\$ 1,500.00	\$ 1,500.00
5.11	Utility Fixture, F&I, Water, Saddle on 4" WM	EA	1	\$ 750.00	\$ 750.00
5.12	Utility Fixture, F&I, Water, Gate Valve Assembly on 4" WM	EA	1	\$ 2,000.00	\$ 2,000.00
5.13	Utility Fixture, F&I, Water, Line Stop Assembly on 4" WM	EA	1	\$ 6,000.00	\$ 6,000.00
5.14	Utility Fixture, F&I, Water, Mech Joint Restraint on 4" WM	EA	1	\$ 250.00	\$ 250.00
5.15	Utility Fixture, F&I, Water, Meter and Meter Box on 6" WM	EA	1	\$ 1,500.00	\$ 1,500.00
5.16	Utility Fixture, F&I, Water, Saddle on 6" WM	EA	1	\$ 750.00	\$ 750.00
5.17	Utility Fixture, F&I, Water, Gate Valve Assembly on 6" WM	EA	1	\$ 2,400.00	\$ 2,400.00
5.18	Utility Fixture, F&I, Water, Line Stop Assembly on 6" WM	EA	1	\$ 7,000.00	\$ 7,000.00
5.19	Utility Fixture, F&I, Water, Mech Joint Restraint on 6" WM	EA	1	\$ 350.00	\$ 350.00
5.20	Utility Fixture, F&I, Water, Meter and Meter Box on 8" WM	EA	1	\$ 1,500.00	\$ 1,500.00
5.21	Utility Fixture, F&I, Water, Saddle on 8" WM	EA	1	\$ 850.00	\$ 850.00
5.22	Utility Fixture, F&I, Water, Gate Valve Assembly on 8" WM	EA	1	\$ 3,300.00	\$ 3,300.00
5.23	Utility Fixture, F&I, Water, Line Stop Assembly on 8" WM	EA	1	\$ 9,000.00	\$ 9,000.00
5.24	Utility Fixture, F&I, Water, Mech Joint Restraint on 8" WM	EA	1	\$ 400.00	\$ 400.00
5.25	Utility Fixture, F&I, Water, Meter and Meter Box on 10" WM	EA	1	\$ 1,500.00	\$ 1,500.00
5.26	Utility Fixture, F&I, Water, Saddle on 10" WM	EA	1	\$ 950.00	\$ 950.00
5.27	Utility Fixture, F&I, Water, Gate Valve Assembly on 10" WM	EA	1	\$ 5,500.00	\$ 5,500.00
5.28	Utility Fixture, F&I, Water, Line Stop Assembly on 10" WM	EA	1	\$ 14,000.00	\$ 14,000.00
5.29	Utility Fixture, F&I, Water, Mech Joint Restraint on 10" WM	EA	1	\$ 500.00	\$ 500.00
5.30	Utility Fixture, F&I, Water, Meter and Meter Box on 12" WM	EA	1	\$ 1,500.00	\$ 1,500.00
5.31	Utility Fixture, F&I, Water, Saddle on 12" WM	EA	1	\$ 1,200.00	\$ 1,200.00
5.32	Utility Fixture, F&I, Water, Gate Valve Assembly on 12" WM	EA	1	\$ 7,000.00	\$ 7,000.00
5.33	Utility Fixture, F&I, Water, Line Stop Assembly on 12" WM	EA	1	\$ 15,000.00	\$ 15,000.00
5.34	Utility Fixture, F&I, Water, Mech Joint Restraint on 12" WM	EA	1	\$ 550.00	\$ 550.00
5.35	Utility Fixture, F&I, Water, Meter and Meter Box on 16" WM	EA	1	\$ 2,500.00	\$ 2,500.00
5.36	Utility Fixture, F&I, Water, Saddle on 16" WM	EA	1	\$ 1,400.00	\$ 1,400.00
5.37	Utility Fixture, F&I, Water, Gate Valve Assembly on 16" WM	EA	1	\$ 12,500.00	\$ 12,500.00
5.38	Utility Fixture, F&I, Water, Line Stop Assembly on 16" WM	EA	1	\$ 21,000.00	\$ 21,000.00
5.39	Utility Fixture, F&I, Water, Mech Joint Restraint on 16" WM	EA	1	\$ 1,200.00	\$ 1,200.00
5.40	Utility Fixture, F&I, 1" Single Short Water Service on 0"-2"	EA	1	\$ 800.00	\$ 800.00
5.41	Utility Fixture, F&I, 1" Single Long Water Service on 0"-2"	EA	1	\$ 2,000.00	\$ 2,000.00
5.42	Utility Fixture, F&I, 1.5" Double Short Water Service on 0"-2"	EA	1	\$ 800.00	\$ 800.00
5.43	Utility Fixture, F&I, 1.5" Double Long Water Service on 0"-2"	EA	1	\$ 2,000.00	\$ 2,000.00
5.44	Utility Fixture, F&I, 1" Single Short Water Service on 3"	EA	1	\$ 800.00	\$ 800.00
5.45	Utility Fixture, F&I, 1" Single Long Water Service on 3"	EA	1	\$ 2,000.00	\$ 2,000.00
5.46	Utility Fixture, F&I, 1.5" Double Short Water Service on 3"	EA	1	\$ 800.00	\$ 800.00
5.47	Utility Fixture, F&I, 1.5" Double Long Water Service on 3"	EA	1	\$ 2,000.00	\$ 2,000.00

Base Bid A : Planned Project Areas

Note: If not bidding on an item, indicate "No Bid" in Unit Price cell.

Note: If no cost for item, indicate \$0.00 or "N/C" (no charge) in Unit Price cell.

Note: Unit Prices are "Maximum Unit Prices" for the term of the contract. Units may be less but not more based on Work Order Assignments.

Pay Item No.	Descriptions	Unit	Qty	Maximum Unit Price	Extended Price
5.48	Utility Fixture, F&I, 1" Single Short Water Service on 4"	EA	1	\$ 850.00	\$ 850.00
5.49	Utility Fixture, F&I, 1" Single Long Water Service on 4"	EA	1	\$ 2,050.00	\$ 2,050.00
5.50	Utility Fixture, F&I, 1.5" Double Short Water Service on 4"	EA	1	\$ 1,400.00	\$ 1,400.00
5.51	Utility Fixture, F&I, 1.5" Double Long Water Service on 4"	EA	1	\$ 2,400.00	\$ 2,400.00
5.52	Utility Fixture, F&I, 1" Single Short Water Service on 6"	EA	1	\$ 900.00	\$ 900.00
5.53	Utility Fixture, F&I, 1" Single Long Water Service on 6"	EA	1	\$ 2,100.00	\$ 2,100.00
5.54	Utility Fixture, F&I, 1.5" Double Short Water Service on 6"	EA	1	\$ 1,400.00	\$ 1,400.00
5.55	Utility Fixture, F&I, 1.5" Double Long Water Service on 6"	EA	1	\$ 2,400.00	\$ 2,400.00
5.56	Utility Fixture, F&I, 1" Single Short Water Service on 8"	EA	1	\$ 950.00	\$ 950.00
5.57	Utility Fixture, F&I, 1" Single Long Water Service on 8"	EA	1	\$ 2,200.00	\$ 2,200.00
5.58	Utility Fixture, F&I, 1.5" Double Short Water Service on 8"	EA	1	\$ 1,700.00	\$ 1,700.00
5.59	Utility Fixture, F&I, 1.5" Double Long Water Service on 8"	EA	1	\$ 2,700.00	\$ 2,700.00

Base Bid A : Planned Project Areas

Note: If not bidding on an item, indicate "No Bid" in Unit Price cell.

Note: If no cost for item, indicate \$0.00 or "N/C" (no charge) in Unit Price cell.

Note: Unit Prices are "Maximum Unit Prices" for the term of the contract. Units may be less but not more based on Work Order Assignments.

Pay Item No.	Descriptions	Unit	Qty	Maximum Unit Price	Extended Price
5.60	Utility Fixture, F&I, 1" Single Short Water Service on 10"	EA	1	\$ 1,000.00	\$ 1,000.00
5.61	Utility Fixture, F&I, 1" Single Long Water Service on 10"	EA	1	\$ 2,300.00	\$ 2,300.00
5.62	Utility Fixture, F&I, 1.5" Double Short Water Service on 10"	EA	1	\$ 1,700.00	\$ 1,700.00
5.63	Utility Fixture, F&I, 1.5" Double Long Water Service on 10"	EA	1	\$ 2,700.00	\$ 2,700.00
5.64	Utility Fixture, F&I, 1" Single Short Water Service on 12"	EA	1	\$ 1,000.00	\$ 1,000.00
5.65	Utility Fixture, F&I, 1" Single Long Water Service on 12"	EA	1	\$ 2,300.00	\$ 2,300.00
5.66	Utility Fixture, F&I, 1.5" Double Short Water Service on 12"	EA	1	\$ 1,700.00	\$ 1,700.00
5.67	Utility Fixture, F&I, 1.5" Double Long Water Service on 12"	EA	1	\$ 2,700.00	\$ 2,700.00
5.68	Utility Fixture, F&I, Single Meter Box	EA	1	\$ 850.00	\$ 850.00
5.69	Utility Fixture, F&I, Double Meter Box	EA	1	\$ 1,500.00	\$ 1,500.00
5.70	Utility Fixture, F&I, 2" Blow-off Assembly Complete w/Box	AS	1	\$ 2,400.00	\$ 2,400.00
5.71	Utility Fixture, Existing Meter Box Adjust to Grade	EA	1	\$ 550.00	\$ 550.00
				Subtotal	\$ 185,500.00
6.00 Fire Hydrants					
6.01	Fire Hydrant Assembly, Standard 3 Way, F&I, 6" Unit	EA	1	\$ 8,000.00	\$ 8,000.00
6.02	Fire Hydrant, Existing, Adjust & Modify	EA	1	\$ 4,000.00	\$ 4,000.00
6.03	Fire Hydrant Relocate Existing	EA	1	\$ 4,000.00	\$ 4,000.00
6.04	Fire Hydrant Remove	EA	1	\$ 2,500.00	\$ 2,500.00
6.05	FH Assembly Connection Fitting - 6" x 6" x 6" MJ Tee - FH to Main Line Only	EA	1	\$ 1,500.00	\$ 1,500.00
6.06	FH Assembly Connection Fitting - 8" x 8" x 6" MJ Tee - FH to Main Line Only	EA	1	\$ 2,000.00	\$ 2,000.00
6.07	FH Assembly Connection Fitting - 10" x 10" x 6" MJ Tee - FH to Main Line Only	EA	1	\$ 2,500.00	\$ 2,500.00
6.08	FH Assembly Connection Fitting - 12" x 12" x 6" MJ Tee - FH to Main Line Only	EA	1	\$ 3,500.00	\$ 3,500.00
6.09	FH Assembly Connection Fitting - 6" MJ 90° Elbow - FH to Main Line Only	EA	1	\$ 350.00	\$ 350.00
6.10	FH Assembly Connection Fitting - 8" MJ 90° Elbow - FH to Main line Only	EA	1	\$ 450.00	\$ 450.00
6.11	FH Assembly Connection Fitting - 10" MJ 90° Elbow - FH to Main line Only	EA	1	\$ 650.00	\$ 650.00
6.12	FH Assembly Connection Fitting - 12" MJ 90° Elbow - FH to Main line Only	EA	1	\$ 750.00	\$ 750.00
				Subtotal	\$ 30,200.00
7.00 Utility - Sewer Service (Including fittings, pipe, materials and restoration)					
7.01	Utility Pipe, F&I, Sewer Gravity, 6" PVC DR25 *(for Services and Laterals Only)	LF	1	\$ 200.00	\$ 200.00
7.02	Utility Pipe, F&I, Sewer Gravity, 8" PVC DR25	LF	1	\$ 275.00	\$ 275.00
7.03	Utility Pipe, F&I, Sewer Gravity, 10" PVC DR25	LF	1	\$ 300.00	\$ 300.00
7.04	Utility Pipe, F&I, Sewer Gravity, 12" PVC DR25	LF	1	\$ 350.00	\$ 350.00
7.05	Utility Pipe, F&I, Sewer Gravity, 14" PVC DR25	LF	1	\$ 350.00	\$ 350.00
7.06	Utility Pipe, F&I, Sewer Gravity, 16" PVC DR25	LF	1	\$ 500.00	\$ 500.00
7.07	Utility Pipe, F&I, Sewer Gravity, 18" PVC DR25	LF	1	\$ 600.00	\$ 600.00
7.08	Utility Pipe, F&I, Sewer Gravity, 20" PVC DR25	LF	1	\$ 750.00	\$ 750.00
7.09	Utility Pipe, F&I, Sewer Gravity, 24" PVC DR25	LF	1	\$ 800.00	\$ 800.00
7.10	Utility Pipe, F&I, Sewer Forcemain, 6" PVC DR18	LF	1	\$ 55.00	\$ 55.00
7.11	Utility Pipe, F&I, Sewer Forcemain, 8" PVC DR18	LF	1	\$ 85.00	\$ 85.00
7.12	Utility Pipe, F&I, Sewer Forcemain, 10" PVC DR18	LF	1	\$ 125.00	\$ 125.00
7.13	Utility Pipe, F&I, Sewer Forcemain, 12" PVC DR18	LF	1	\$ 175.00	\$ 175.00
7.14	Utility Pipe, F&I, Sewer Forcemain, 16" PVC DR18	LF	1	\$ 250.00	\$ 250.00
7.15	Utility Pipe, F&I, Sewer Forcemain, 8" DIP	LF	1	\$ 175.00	\$ 175.00
7.16	Utility Pipe, F&I, Sewer Forcemain, 10" DIP	LF	1	\$ 210.00	\$ 210.00
7.17	Utility Pipe, F&I, Sewer Forcemain, 12" DIP	LF	1	\$ 240.00	\$ 240.00
7.18	Utility Pipe, F&I, Sewer Forcemain, 16" DIP	LF	1	\$ 300.00	\$ 300.00
7.19	Utility Pipe, Sewer, Remove/Dispose, 6"	LF	1	\$ 30.00	\$ 30.00
7.20	Utility Pipe, Sewer, Remove/Dispose, 8"	LF	1	\$ 35.00	\$ 35.00
7.21	Utility Pipe, Sewer, Remove/Dispose, 10"	LF	1	\$ 40.00	\$ 40.00
7.22	Utility Pipe, Sewer, Remove/Dispose, 12"	LF	1	\$ 40.00	\$ 40.00
7.23	Utility Pipe, Sewer, Remove/Dispose, 16"	LF	1	\$ 50.00	\$ 50.00
7.24	Utility Pipe, Cure-In-Place, Sewer, Existing Clay, 6"	LF	1	\$ 120.00	\$ 120.00
7.25	Utility Pipe, Cure-In-Place, Sewer, Existing Clay, 8"	LF	1	\$ 140.00	\$ 140.00
7.26	Utility Pipe, Cure-In-Place, Sewer, Existing Clay, 10"	LF	1	\$ 160.00	\$ 160.00
7.27	Utility Pipe, Cure-In-Place, Sewer, Existing Clay, 12"	LF	1	\$ 180.00	\$ 180.00
7.28	Utility Fixture, F&I, 6" Sewer Service Fitting to 6" Gravity Main	EA	1	\$ 600.00	\$ 600.00
7.29	Utility Fixture, F&I, 6" Sewer Service Fitting to 8" Gravity Main	EA	1	\$ 750.00	\$ 750.00
7.30	Utility Fixture, F&I, 6" Sewer Service Fitting to 10" Gravity Main	EA	1	\$ 750.00	\$ 750.00
7.31	Utility Fixture, F&I, 6" Sewer Service Fitting to 11" to 12" Gravity Main	EA	1	\$ 850.00	\$ 850.00
7.32	Utility Fixture, F&I, 6" Sewer Service Fitting to 13" to 14" Gravity Main	EA	1	\$ 850.00	\$ 850.00
7.33	Utility Fixture, F&I, 6" Sewer Service Fitting to 15" to 16" Gravity Main	EA	1	\$ 1,500.00	\$ 1,500.00
7.34	Utility Fixture, F&I, 6" Sewer Service Fitting to 17" to 18" Gravity Main	EA	1	\$ 2,000.00	\$ 2,000.00

Base Bid A : Planned Project Areas

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Pay Item No.	Descriptions	Unit	Qty	Maximum Unit Price	Extended Price
7.35	Utility Fixture, F&I, 6" Sewer Service Fitting to 20" to 21" Gravity Main	EA	1	\$ 2,500.00	\$ 2,500.00
7.36	Utility Fixture, F&I, 6" Sewer Service Fitting to 22" to 24" Gravity Main	EA	1	\$ 3,000.00	\$ 3,000.00
7.37	Utility Fixture, F&I, 4" Cleanout Sewer	EA	1	\$ 550.00	\$ 550.00
7.38	Utility Fixture, F&I, 6" Cleanout Sewer	EA	1	\$ 650.00	\$ 650.00
7.39	Lining of Existing Sewer Manhole	EA	1	\$ 7,000.00	\$ 7,000.00
7.40	Sewer Manhole Complete	EA	1	\$ 12,000.00	\$ 12,000.00
7.41	Connect to Existing Sewer Manhole	EA	1	\$ 2,500.00	\$ 2,500.00
				Subtotal	\$ 42,035.00
8.00 Reclaimed Water Service (Including fittings, pipe, materials and restoration)					
8.01	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 0"-1.9"	EA	1	\$ 850.00	\$ 850.00
8.02	Utility Fixture, F&I, Reclaimed, Backflow Assembly on 0"-1.9"	EA	1	\$ 1,100.00	\$ 1,100.00
8.03	Utility Fixture, F&I, Reclaimed, Saddle on 0"-1.9"	EA	1	\$ 200.00	\$ 200.00
8.04	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 0"-1.9"	EA	1	\$ 500.00	\$ 500.00
8.05	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 2"	EA	1	\$ 900.00	\$ 900.00
8.06	Utility Fixture, F&I, Reclaimed, Backflow Assembly on 2"	EA	1	\$ 1,100.00	\$ 1,100.00
8.07	Utility Fixture, F&I, Reclaimed, Saddle on 2"	EA	1	\$ 250.00	\$ 250.00
8.08	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 2"	EA	1	\$ 800.00	\$ 800.00
8.09	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 2"	EA	1	\$ 4,000.00	\$ 4,000.00
8.10	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 2"	EA	1	\$ 100.00	\$ 100.00
8.11	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 4"	EA	1	\$ 1,500.00	\$ 1,500.00
8.12	Utility Fixture, F&I, Reclaimed, Saddle on 4"	EA	1	\$ 750.00	\$ 750.00
8.13	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 4"	EA	1	\$ 2,000.00	\$ 2,000.00
8.14	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 4"	EA	1	\$ 6,000.00	\$ 6,000.00

Base Bid A : Planned Project Areas

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Note: Unit Prices are "Maximum Unit Prices" for the term of the contract. Units may be less but not more based on Work Order Assignments.

Pay Item No.	Descriptions	Unit	Qty	Maximum Unit Price	Extended Price
8.15	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 4"	EA	1	\$ 250.00	\$ 250.00
8.16	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 6"	EA	1	\$ 1,500.00	\$ 1,500.00
8.17	Utility Fixture, F&I, Reclaimed, Saddle on 6"	EA	1	\$ 750.00	\$ 750.00
8.18	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 6"	EA	1	\$ 2,400.00	\$ 2,400.00
8.19	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 6"	EA	1	\$ 7,000.00	\$ 7,000.00
8.20	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 6"	EA	1	\$ 350.00	\$ 350.00
8.21	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 8"	EA	1	\$ 1,500.00	\$ 1,500.00
8.22	Utility Fixture, F&I, Reclaimed, Saddle on 8"	EA	1	\$ 850.00	\$ 850.00
8.23	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 8"	EA	1	\$ 3,300.00	\$ 3,300.00
8.24	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 8"	EA	1	\$ 9,000.00	\$ 9,000.00
8.25	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 8"	EA	1	\$ 400.00	\$ 400.00
8.26	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 10"	EA	1	\$ 1,500.00	\$ 1,500.00
8.27	Utility Fixture, F&I, Reclaimed, Saddle on 10"	EA	1	\$ 950.00	\$ 950.00
8.28	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 10"	EA	1	\$ 5,500.00	\$ 5,500.00
8.29	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 10"	EA	1	\$ 14,000.00	\$ 14,000.00
8.30	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 10"	EA	1	\$ 500.00	\$ 500.00
8.31	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 12"	EA	1	\$ 1,500.00	\$ 1,500.00
8.32	Utility Fixture, F&I, Reclaimed, Saddle on 12"	EA	1	\$ 1,200.00	\$ 1,200.00
8.33	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 12"	EA	1	\$ 7,000.00	\$ 7,000.00
8.34	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 12"	EA	1	\$ 15,000.00	\$ 15,000.00
8.35	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 12"	EA	1	\$ 550.00	\$ 550.00
8.36	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 16"	EA	1	\$ 2,500.00	\$ 2,500.00
8.37	Utility Fixture, F&I, Reclaimed, Saddle on 16"	EA	1	\$ 1,400.00	\$ 1,400.00
8.38	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 16"	EA	1	\$ 12,500.00	\$ 12,500.00
8.39	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 16"	EA	1	\$ 21,000.00	\$ 21,000.00
8.40	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 16"	EA	1	\$ 1,200.00	\$ 1,200.00
8.41	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 0"-2"	EA	1	\$ 800.00	\$ 800.00
8.42	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 0"-2"	EA	1	\$ 2,000.00	\$ 2,000.00
8.43	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 0"-2"	EA	1	\$ 800.00	\$ 800.00
8.44	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 0"-2"	EA	1	\$ 2,000.00	\$ 2,000.00
8.45	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 3"	EA	1	\$ 800.00	\$ 800.00
8.46	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 3"	EA	1	\$ 2,000.00	\$ 2,000.00
8.47	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 3"	EA	1	\$ 1,200.00	\$ 1,200.00
8.48	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 3"	EA	1	\$ 2,200.00	\$ 2,200.00
8.49	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 4"	EA	1	\$ 850.00	\$ 850.00
8.50	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 4"	EA	1	\$ 2,050.00	\$ 2,050.00
8.51	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 4"	EA	1	\$ 1,400.00	\$ 1,400.00
8.52	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 4"	EA	1	\$ 2,400.00	\$ 2,400.00
8.53	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 6"	EA	1	\$ 900.00	\$ 900.00
8.54	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 6"	EA	1	\$ 2,100.00	\$ 2,100.00
8.55	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 6"	EA	1	\$ 1,400.00	\$ 1,400.00
8.56	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 6"	EA	1	\$ 2,400.00	\$ 2,400.00
8.57	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 8"	EA	1	\$ 950.00	\$ 950.00
8.58	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 8"	EA	1	\$ 2,200.00	\$ 2,200.00
8.59	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 8"	EA	1	\$ 1,700.00	\$ 1,700.00
8.60	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 8"	EA	1	\$ 2,700.00	\$ 2,700.00
8.61	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 10"	EA	1	\$ 1,000.00	\$ 1,000.00
8.62	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 10"	EA	1	\$ 2,300.00	\$ 2,300.00
8.63	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 10"	EA	1	\$ 1,700.00	\$ 1,700.00
8.64	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 10"	EA	1	\$ 2,700.00	\$ 2,700.00
8.65	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 12"	EA	1	\$ 1,000.00	\$ 1,000.00
8.66	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 12"	EA	1	\$ 2,300.00	\$ 2,300.00
8.67	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 12"	EA	1	\$ 1,700.00	\$ 1,700.00
8.68	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 12"	EA	1	\$ 2,700.00	\$ 2,700.00
8.69	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 16"	EA	1	\$ 1,400.00	\$ 1,400.00
8.70	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 16"	EA	1	\$ 2,400.00	\$ 2,400.00
8.71	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 16"	EA	1	\$ 2,200.00	\$ 2,200.00
8.72	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 16"	EA	1	\$ 3,200.00	\$ 3,200.00
8.73	Utility Fixture, Meter Relocate and Adjust Box	EA	1	\$ 550.00	\$ 550.00
8.74	Utility Fixture, F&I, Single Reclaimed Meter Box	EA	1	\$ 850.00	\$ 850.00
8.75	Utility Fixture, F&I, Double Reclaimed Meter Box	EA	1	\$ 1,500.00	\$ 1,500.00
				Subtotal	\$ 194,000.00
9.00 Brick Paver Features (Includes demolition, sub-base, concrete, brick, and asphalt restoration work)					
9.01	Pavers Architectural Roadway, F&I, Includes Base & Joint Sand	SY	1	\$ 150.00	\$ 150.00
9.02	Pavers Architectural Sidewalk, F&I, Includes Base & Joint Sand	SY	1	\$ 140.00	\$ 140.00
9.03	Concrete Class II, Approach Slabs	CY	1	\$ 350.00	\$ 350.00
9.04	Clearing & Grubbing for Pavers	SY	1	\$ 18.00	\$ 18.00

Base Bid A : Planned Project Areas

Note: If not bidding on an item, indicate "No Bid" in Unit Price cell.

Note: If no cost for item, indicate \$0.00 or "N/C" (no charge) in Unit Price cell.

Note: Unit Prices are "Maximum Unit Prices" for the term of the contract. Units may be less but not more based on Work Order Assignments.

Pay Item No.	Descriptions	Unit	Qty	Maximum Unit Price	Extended Price
9.05	Paver Bendable Drain Pipe 4", F&I, w/Aggregate	LF	1	\$ 8.00	\$ 8.00
9.06	Paver Drain Clean-out 4", F&I	EA	1	\$ 125.00	\$ 125.00
9.07	Steel Vehicular Plates, Temp., F&I 8' W x 20' L x 1" thick	EA	2	\$ 1,750.00	\$ 3,500.00
				Subtotal	\$ 4,291.00
10.00 Concrete Work					
10.01	Concrete Curb & Gutter, Type F (Parent of Drop Curb)	LF	1	\$ 55.00	\$ 55.00
10.02	Concrete Curb & Gutter, Type A	LF	1	\$ 45.00	\$ 45.00
10.03	Concrete Curb & Gutter, Type B	LF	1	\$ 45.00	\$ 45.00
10.04	Concrete Curb & Gutter, Type D	LF	1	\$ 50.00	\$ 50.00
10.05	Concrete Curb & Gutter, Type E	LF	1	\$ 50.00	\$ 50.00
10.06	Concrete Drop Curb, FDOT	LF	1	\$ 50.00	\$ 50.00
10.07	Concrete Ribbon Curb 12" Width	LF	1	\$ 45.00	\$ 45.00
10.08	Concrete Valley Gutter	LF	1	\$ 70.00	\$ 70.00
10.09	Sidewalk Concrete, 4" Thick	SY	1	\$ 65.00	\$ 65.00
10.10	Special Sidewalk Finish - Trowel Edge Alternating Broom Fields	SY	1	\$ 5.00	\$ 5.00
10.11	Single Direction Detectable Warning Mat (New)	EA	1	\$ 150.00	\$ 150.00
10.12	Dual Direction Detectable Warning (New)Mat	EA	1	\$ 300.00	\$ 300.00
10.13	Sidewalk/Pavement Concrete, 6" Thick	SY	1	\$ 90.00	\$ 90.00
10.14	Driveway Apron Concrete, 6" Thick	SY	1	\$ 90.00	\$ 90.00
10.15	Detectable Warning Mat on Existing Walking Surface	EA	1	\$ 150.00	\$ 150.00
10.16	Concrete Class NS, Gravity Wall	CY	1	\$ 600.00	\$ 600.00
10.17	Concrete Traffic Separator, Special - Variable Width	SY	1	\$ 130.00	\$ 130.00
10.18	Concrete Barrier Wall, Removal	LF	1	\$ 50.00	\$ 50.00
10.19	Concrete Traffic Railing Barrier, with Junction Slab, 42" 'F' Shape	LF	1	\$ 275.00	\$ 275.00
10.20	Concrete Surface, Class V Bridge Treatment, Prep & Apply	SF	1	\$ 4.00	\$ 4.00
10.21	Pressure Wash Existing Curb & Gutter, Sidewalks, & Driveways	SF	1	\$ 1.00	\$ 1.00
				Subtotal	\$ 2,320.00
11.00 Pavement Restoration (Refer to Section 02010)					
11.01	Stabilization Type B (per City Detail)	SY	1	\$ 15.00	\$ 15.00
11.02	Optional Base Group 06 or 8" Limerock (per City Detail)	SY	1	\$ 75.00	\$ 75.00
11.03	Tack and Sand Optional Base or Limerock (Per FDOT Spec)	SY	1	\$ 1.50	\$ 1.50
11.04	Asphalt Patching (per City Detail)	SY	1	\$ 150.00	\$ 150.00
11.05	Milling Existing Asphalt Pav't. 1.25" Average Depth	SY	1	\$ 7.00	\$ 7.00
11.06	Milling Existing Asphalt Pav't. 1.50" Average Depth	SY	1	\$ 8.00	\$ 8.00
11.07	SuperPave Asphaltic Concrete, Traffic 'B' SP9.5 at 1.25" Depth	TN	1	\$ 300.00	\$ 300.00
11.08	SuperPave Asphaltic Concrete, Traffic 'B' SP12.5 at 1.50" Depth	TN	1	\$ 300.00	\$ 300.00
11.09	Reinforced Concrete Pavement 8" Depth	SY	1	\$ 175.00	\$ 175.00
11.10	Traffic Signal Loop Assembly, F&I Type 'F'	AS	1	\$ 2,800.00	\$ 2,800.00
11.11	Retro-Reflective Pavement Markers	EA	1	\$ 7.00	\$ 7.00
11.12	Thermoplastic Pavement Marking, Standard, White, Solid, 6"	LF	1	\$ 5.00	\$ 5.00
11.13	Thermoplastic Pavement Marking, Standard, White, Solid, 8"	LF	1	\$ 8.00	\$ 8.00
11.14	Thermoplastic Pavement Marking, Standard, White, Solid, 12"	LF	1	\$ 10.00	\$ 10.00
11.15	Thermoplastic Pavement Marking, Standard, White, Solid, 18" for Diagonals and Chevrons	LF	1	\$ 15.00	\$ 15.00
11.16	Thermoplastic Pavement Marking, Standard, White, Solid, 24" For 'Stop' line and Crosswalks	LF	1	\$ 18.00	\$ 18.00
11.17	Thermoplastic Pavement Marking, Standard, White, Message or Symbol	EA	1	\$ 150.00	\$ 150.00
11.18	Thermoplastic Pavement Marking, Standard, White, Arrows	EA	1	\$ 125.00	\$ 125.00
11.19	Thermoplastic Pavement Marking, Standard, Yellow, Solid, 6"	LF	1	\$ 7.00	\$ 7.00
11.20	Thermoplastic Pavement Marking, Standard, Yellow, Solid, 12"	LF	1	\$ 10.00	\$ 10.00
11.21	Thermoplastic Pavement Marking, Standard, Yellow, Solid, 18" for Diagonals and Chevrons	LF	1	\$ 15.00	\$ 15.00
11.22	Permanent Concrete Pavement Stripe Paint, Standard, White, 24" Width	LF	1	\$ 18.00	\$ 18.00
11.23	Temporary Asphalt Paint - Pre-Thermoplastic	LS	1	\$ 4,500.00	\$ 4,500.00
				Subtotal	\$ 8,719.50
12.00 Stormwater Improvements and Restoration (Refer to Section 02010)					
12.01	Curb Inlet Complete, F&I - Type P, 4' Diameter Round, Type 1 Top, 6' OAH	EA	1	\$ 6,500.00	\$ 6,500.00
12.02	Curb Inlet Complete, F&I - Type P, 4' Diameter Round, Type 2 Top, 6' OAH	EA	1	\$ 6,500.00	\$ 6,500.00
12.03	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 1 Top, 6' OAH	EA	1	\$ 8,500.00	\$ 8,500.00
12.04	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 2 Top, 6' OAH	EA	1	\$ 8,500.00	\$ 8,500.00
12.05	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 4 Top, 6' OAH	EA	1	\$ 8,500.00	\$ 8,500.00
12.06	Curb Inlet Complete, F&I - Type P, 4' Diameter Round, Type 5 Top, 6' OAH	EA	1	\$ 6,000.00	\$ 6,000.00
12.07	Curb Inlet Complete, F&I - Type P, 4' Diameter Round, Type 6 Top, 6' OAH	EA	1	\$ 6,000.00	\$ 6,000.00
12.08	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 5 Top, 6' OAH	EA	1	\$ 9,000.00	\$ 9,000.00
12.09	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 6 Top, 6' OAH	EA	1	\$ 9,000.00	\$ 9,000.00

Base Bid A : Planned Project Areas

Note: If not bidding on an item, indicate "No Bid" in Unit Price cell.

Note: If no cost for item, indicate \$0.00 or "N/C" (no charge) in Unit Price cell.

Note: Unit Prices are "Maximum Unit Prices" for the term of the contract. Units may be less but not more based on Work Order Assignments.

Pay Item No.	Descriptions	Unit	Qty	Maximum Unit Price	Extended Price
12.10	Curb Inlet Complete, F&I - Type J, 5' Diameter Round Dog House, Type 9, 6' OAH	EA	1	\$ 11,000.00	\$ 11,000.00
12.11	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 9, 6' OAH	EA	1	\$ 10,000.00	\$ 10,000.00
12.12	Ditch Bottom Inlet, F&I -Type D, 5' Square, 4' OAH	EA	1	\$ 6,000.00	\$ 6,000.00
12.13	USF 5100 Valley Gutter Inlet Frame and 6147 Grate (or Equiv.)	EA	1	\$ 6,500.00	\$ 6,500.00
12.14	USF 4105 Drop/Gutter Type V, Modified Inlet Frame and 6220 Grate (or Equiv.)	EA	1	\$ 7,000.00	\$ 7,000.00

Base Bid A : Planned Project Areas

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Note: If no cost for item, indicate \$0.00 or "N/C" (no charge) in Unit Price cell.

Note: Unit Prices are "Maximum Unit Prices" for the term of the contract. Units may be less but not more based on Work Order Assignments.

Pay Item No.	Descriptions	Unit	Qty	Maximum Unit Price	Extended Price
12.15	Manhole Complete, F&I - Type P, 4' Dia. Round, Type 8 Top, 6' OAH	EA	1	\$ 9,000.00	\$ 9,000.00
12.16	Manhole Adjust to Grade Existing	EA	1	\$ 1,750.00	\$ 1,750.00
12.17	Manhole Top, F&I, City Standard	EA	1	\$ 3,250.00	\$ 3,250.00
12.18	Pipe Culvert, F&I, RCP, Round, 15"	LF	1	\$ 150.00	\$ 150.00
12.19	Pipe Culvert, F&I, RCP, Round, 18"	LF	1	\$ 175.00	\$ 175.00
12.20	Pipe Culvert, F&I, RCP, Round, 24"	LF	1	\$ 250.00	\$ 250.00
12.21	Pipe Culvert, F&I, RCP, Round, 30"	LF	1	\$ 300.00	\$ 300.00
12.22	Pipe Culvert, F&I, RCP, Round, 36"	LF	1	\$ 350.00	\$ 350.00
12.23	Pipe Culvert, F&I, RCP, Round, 42"	LF	1	\$ 450.00	\$ 450.00
12.24	Pipe Culvert, F&I, RCP, Round, 48"	LF	1	\$ 575.00	\$ 575.00
12.25	Pipe Culvert, F&I, RCPE, Elliptical 19" x 30"	LF	1	\$ 265.00	\$ 265.00
12.26	Pipe Culvert, F&I, RCPE, Elliptical 12" x 18"	LF	1	\$ 195.00	\$ 195.00
12.27	Pipe Culvert, F&I, RCPE, Elliptical 14" x 23"	LF	1	\$ 170.00	\$ 170.00
12.28	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 15"	LF	1	\$ 90.00	\$ 90.00
12.29	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 18"	LF	1	\$ 100.00	\$ 100.00
12.30	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 24"	LF	1	\$ 125.00	\$ 125.00
12.31	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 30"	LF	1	\$ 150.00	\$ 150.00
12.32	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 36"	LF	1	\$ 225.00	\$ 225.00
12.33	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 42"	LF	1	\$ 290.00	\$ 290.00
12.34	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 48"	LF	1	\$ 308.00	\$ 308.00
12.35	Mitered End Section Complete, F&I, RCP, Round, 15" Pipe	EA	1	\$ 3,000.00	\$ 3,000.00
12.36	Mitered End Section Complete, F&I, RCP, Round, 18" Pipe	EA	1	\$ 3,200.00	\$ 3,200.00
12.37	Mitered End Section Complete, F&I, RCP, Round, 24" Pipe	EA	1	\$ 3,600.00	\$ 3,600.00
12.38	Mitered End Section Complete, F&I, RCP, Round, 30" Pipe	EA	1	\$ 4,000.00	\$ 4,000.00
12.39	Mitered End Section Complete, F&I, RCP, Round, 36" Pipe	EA	1	\$ 4,500.00	\$ 4,500.00
12.40	Mitered End Section Complete, F&I, RCP, Round, 42" Pipe	EA	1	\$ 6,000.00	\$ 6,000.00
12.41	Mitered End Section Complete, F&I, RCP, Round, 48" Pipe	EA	1	\$ 8,000.00	\$ 8,000.00
12.42	Concrete Inlet, Ditch Bottom, Type F, <10' w/Grate	EA	1	\$ 5,500.00	\$ 5,500.00
12.43	Concrete Inlet, Ditch Bottom, Type C, <10' w/Grate	EA	1	\$ 5,000.00	\$ 5,000.00
12.44	Inlets, Median Barrier, Type 1, <10'	EA	1	\$ 5,500.00	\$ 5,500.00
12.45	Inlets, Closed Flume	EA	1	\$ 4,400.00	\$ 4,400.00
12.46	Concrete Pipe Jacket (FDOT Std Plan 430-001)	EA	1	\$ 2,500.00	\$ 2,500.00
12.47	French Drain, F&I, 15" pipe, w/Wrapped Stone	LF	1	\$ 225.00	\$ 225.00
12.48	Pipe Repair Clamp SP	EA	1	\$ 7,500.00	\$ 7,500.00
				Subtotal	\$ 190,093.00

13.00 Landscape Enhancements & Site Restorations

13.01	Performance Turf (Sod)	SY	1	\$ 6.00	\$ 6.00
13.02	Landscape Plants Small Groundcover, 1 Gallon	EA	1	\$ 10.00	\$ 10.00
13.03	Landscape Plants Small Shrub, 1 Gallon	EA	1	\$ 20.00	\$ 20.00
13.04	Landscape Plants Large Shrub, 3 Gallon	EA	1	\$ 35.00	\$ 35.00
13.05	Landscape Plants Large Trees, 65 Gallon	EA	1	\$ 1,100.00	\$ 1,100.00
13.06	Landscape Plants Large Palms, 12' OAH	EA	1	\$ 950.00	\$ 950.00
13.07	Mailbox Replacement	EA	1	\$ 350.00	\$ 350.00
13.08	Irrigation System (Per Plan)	EA	1	\$ 2,500.00	\$ 2,500.00
13.09	Irrigation System Repairs	EA	1	\$ 1,750.00	\$ 1,750.00
13.10	Decorative Street Sign Posts	EA	1	\$ 1,750.00	\$ 1,750.00
13.11	Single Decorative Post Sign, Relocate Existing	EA	1	\$ 750.00	\$ 750.00
13.12	Irrigation Bores 2" Diameter	EA	1	\$ 3,500.00	\$ 3,500.00
13.13	Irrigation Bores 4" Diameter	EA	1	\$ 4,500.00	\$ 4,500.00
13.14	Irrigation Bores 6" Diameter	EA	1	\$ 6,500.00	\$ 6,500.00
13.15	Aluminum Handrail, Bicycle-Pedestrian, 48" Height Powder Coated 'Black Gloss' (refer to FDOT Index 515-062)	LF	1	\$ 225.00	\$ 225.00
13.16	Aluminum Handrail Repair - Existing	LF	1	\$ 150.00	\$ 150.00
13.17	Steel Handrail Repair - Existing	LF	1	\$ 175.00	\$ 175.00
13.18	Standard Traffic Guardrail-Roadway, General TL-2, 31" Height	LF	1	\$ 45.00	\$ 45.00
13.19	Standard Traffic Guardrail Removal	LF	1	\$ 30.00	\$ 30.00
13.20	Guardrail End Anchorage Assembly-Flared	AS	1	\$ 2,500.00	\$ 2,500.00
13.21	Guardrail End Anchorage Assembly-Parallel	AS	1	\$ 3,000.00	\$ 3,000.00
13.22	Standard Traffic Guardrail, Field Painted (Pro.Ind.Alkyd Urethane & Primer)	LF	1	\$ 40.00	\$ 40.00
13.23	Reflectors Barrier Wall or Guardrail Mounted, Yellow	LF	1	\$ 75.00	\$ 75.00
13.24	Fence, Chain Link, Type B, Standard 6'	LF	1	\$ 60.00	\$ 60.00
13.25	Fence Gate, Chain Link, Type B, Standard, Single 3' to 6' Opening	EA	1	\$ 1,500.00	\$ 1,500.00
13.26	Fence Gate, Chain Link, Type B, Standard Double 8' to 12' Opening	EA	1	\$ 4,500.00	\$ 4,500.00
13.27	Fence, Chain Link, Type B, Standard 6' Black Vinyl Clad	LF	1	\$ 75.00	\$ 75.00
13.28	Fence Gate, Chain Link, Type B, Standard Single 3' to 6' Opening Black Vinyl Clad	EA	1	\$ 1,800.00	\$ 1,800.00
13.29	Fence Gate, Chain Link, Type B, Std. Double 8' to 12' Opening Black Vinyl Clad	EA	1	\$ 5,500.00	\$ 5,500.00
13.30	Electrical - Project Specific Only	EA	1	\$ 25,000.00	\$ 25,000.00

Base Bid A : Planned Project Areas

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Pay Item No.	Descriptions	Unit	Qty	Maximum Unit Price	Extended Price
13.31	Out of Scope Item (Not to Exceed 10% of Total Work Order Assignment)	LS	No Bid Item		
Subtotal					\$ 68,396.00
Total - Base Bid A					\$ 750,040.50

Matt T. Blanton, President 1/23/23

Bidder's Signature, Company Name, and Date

Total - Base Bid A

\$ 750,040.50

Cathcart Construction Company—Florida, LLC
 1056 Willa Springs Drive
 Winter Springs, FL 32708



ITEMIZED BID FORM
ITB NO. 23-009-RS
CITYWIDE INFRASTRUCTURE
POTABLE, SANITARY, RECLAIMED, AND STORMWATER WITH
SITE RESTORATION

Bidder to complete form and attach to Proposal Bid Form. Enter Base Bid Grand Total on Proposal Bid Form.

Base Bid B : Hillcrest-Charter Oaks NEP

Note: If not bidding on an item, indicate "No Bid" in Unit Price cell.

Note: If no cost for item, indicate \$0.00 or "N/C" (no charge) in Unit Price cell.

Note: Unit Prices are "Maximum Unit Prices" for the term of the contract. Units may be less but not more based on Work Order Assignments.

Pay Item No.	Descriptions	Unit	Qty	Unit Price	Extended Price
1.00 Mobilization, Traffic Control and Project Documentation					
1.01	Mobilization / Demobilization	%	1.00	\$ 10.00	\$ 10.00
1.02	Maintenance of Traffic	%	1.00	\$ 5.00	\$ 5.00
1.03	Arrow Board / Advance Warning Flashing	ED	24.00	\$ 15.00	\$ 360.00
1.04	Portable Changeable Message Sign	ED	100.00	\$ 20.00	\$ 2,000.00
1.05	Pre Construction Video of Work Area	EA	1.00	\$ 1,750.00	\$ 1,750.00
1.06	Utility System Record Drawings	EA/1000 LF	5.20	\$ 1,500.00	\$ 7,800.00
1.07	FDEP Partial Clearance Testing/Certification Potable Water System	EA	1.00	\$ 2,500.00	\$ 2,500.00
1.08	FDEP Partial Clearance Testing/Certification Sanitary System	EA	0.00		\$ -
1.09	FDEP Final Clearance Testing/Certification Potable Water System	EA	1.00	\$ 1,500.00	\$ 1,500.00
1.10	FDEP Final Clearance Testing/Certification Sanitary System	EA	0.00		\$ -
				Subtotal	\$ 15,925.00
2.00 General Site Work and Site Protection					
2.01	Sediment Barrier (Silt Fence)	LF	9,500.00	\$ 2.00	\$ 19,000.00
2.02	Inlet Protection System	EA	29.00	\$ 75.00	\$ 2,175.00
2.03	Clearing and Grubbing Within the ROW	SY	11,557.00	\$ 7.00	\$ 80,899.00
2.04	Removal of Existing Structure	SF	7.00	\$ 100.00	\$ 700.00
2.05	Removal of Existing Concrete Pavement - Sidewalks & Driveways	SY	500.00	\$ 10.00	\$ 5,000.00
2.06	Regular Excavation	CY	25.00	\$ 15.00	\$ 375.00
2.07	Borrow Excavation, Truck Measure	CY	0.00	\$ -	\$ -
2.08	Embankment	CY	0.00	\$ -	\$ -
2.09	Flowable Fill	CY	0.00	\$ -	\$ -
2.10	Excavation for Structures	CY	220.00	\$ 15.00	\$ 3,300.00
				Subtotal	\$ 111,449.00
3.00 Water Main Potable/Reclaimed (Including fittings, pipe, materials and restoration)					
3.01	Utility Pipe, F&I, Water Potable/Reclaimed, 2" PVC DR18	LF	0.00	\$ -	\$ -
3.02	Utility Pipe, F&I, Water Potable/Reclaimed, 4" PVC DR18	LF	200.00	\$ 25.00	\$ 5,000.00
3.03	Utility Pipe, F&I, Water Potable/Reclaimed, 6" PVC DR18	LF	2,101.00	\$ 40.00	\$ 84,040.00
3.04	Utility Pipe, F&I, Water Potable/Reclaimed, 8" PVC DR18	LF	110.00	\$ 55.00	\$ 6,050.00
3.05	Utility Pipe, F&I, Water Potable/Reclaimed, 10" PVC DR18	LF	0.00	\$ -	\$ -
3.06	Utility Pipe, F&I, Water Potable/Reclaimed, 12" PVC DR18	LF	0.00	\$ -	\$ -
3.07	Utility Pipe, F&I, Water Potable/Reclaimed, 16" PVC DR18	LF	0.00	\$ -	\$ -
3.08	Utility Pipe, F&I, Water Potable/Reclaimed 4" Directional Drill HDD/HDPE	LF	0.00	\$ -	\$ -
3.09	Utility Pipe, F&I, Water Potable/Reclaimed 6" Directional Drill HDD/HDPE	LF	0.00	\$ -	\$ -
3.10	Utility Pipe, F&I, Water Potable/Reclaimed 8" Directional Drill HDD/HDPE	LF	0.00	\$ -	\$ -
3.11	Utility Pipe, F&I, Water Potable/Reclaimed 10" Directional Drill HDD/HDPE	LF	0.00	\$ -	\$ -
3.12	Utility Pipe, F&I, Water Potable/Reclaimed 12" Directional Drill HDD/HDPE	LF	0.00	\$ -	\$ -
3.13	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, Galv. 0"-2.5"	LF	2,100.00	\$ 15.00	\$ 31,500.00
3.14	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 2"	LF	0.00	\$ -	\$ -
3.15	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 4"	LF	0.00	\$ -	\$ -
3.16	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 6"	LF	0.00	\$ -	\$ -
3.17	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 8"	LF	0.00	\$ -	\$ -
3.18	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 10"	LF	0.00	\$ -	\$ -

Base Bid B : Hillcrest-Charter Oaks NEP

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Note: If no cost for item, indicate \$0.00 or "N/C" (no charge) in Unit Price cell.

Note: Unit Prices are "Maximum Unit Prices" for the term of the contract. Units may be less but not more based on Work Order Assignments.

Pay Item No.	Descriptions	Unit	Qty	Unit Price	Extended Price
3.19	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 12"	LF	0.00	\$ -	\$ -
3.20	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 16"	LF	0.00	\$ -	\$ -
3.21	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 0"-1.9"	LF	0.00	\$ -	\$ -
3.22	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 2"	LF	240.00	\$ 3.00	\$ 720.00
3.23	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 4"	LF	0.00	\$ -	\$ -
3.24	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 6"	LF	0.00	\$ -	\$ -
3.25	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 8"	LF	0.00	\$ -	\$ -
3.26	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 10"	LF	0.00	\$ -	\$ -
3.27	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 12"	LF	0.00	\$ -	\$ -
3.28	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 16"	LF	0.00	\$ -	\$ -
3.29	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 2"	EA	0.00	\$ -	\$ -
3.30	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 4"	EA	6.00	\$ 300.00	\$ 1,800.00
3.31	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 6"	EA	8.00	\$ 375.00	\$ 3,000.00
3.32	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 8"	EA	12.00	\$ 460.00	\$ 5,520.00
3.33	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 10"	EA	0.00	\$ -	\$ -
3.34	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 12"	EA	0.00	\$ -	\$ -
3.35	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 16"	EA	0.00	\$ -	\$ -
3.36	Utility Pipe, Valve Box Adjust to Grade with Concrete Collar	EA	9.00	\$ 150.00	\$ 1,350.00
				Subtotal	\$ 138,980.00
5.00 Utility - Water Services (Including fittings, pipe, materials and restoration)					
5.01	Utility Fixture, F&I, Water, Meter and Meter Box on 0"-1.9" WM	EA	0.00	\$ -	\$ -
5.02	Utility Fixture, F&I, Water, Backflow Assembly on 0"-1.9" WM	EA	0.00	\$ -	\$ -
5.03	Utility Fixture, F&I, Water, Saddle on 0"-1.9" WM	EA	0.00	\$ -	\$ -
5.04	Utility Fixture, F&I, Water, Gate Valve Assembly on 0"-1.9" WM	EA	0.00	\$ -	\$ -
5.05	Utility Fixture, F&I, Water, Meter and Meter Box on 2" WM	EA	0.00	\$ -	\$ -
5.06	Utility Fixture, F&I, Water, Saddle on 2" WM	EA	0.00	\$ -	\$ -
5.07	Utility Fixture, F&I, Water, Gate Valve Assembly on 2" WM	EA	0.00	\$ -	\$ -
5.08	Utility Fixture, F&I, Water, Line Stop Assembly on 2" WM	EA	0.00	\$ -	\$ -
5.09	Utility Fixture, F&I, Water, Mech Joint Restraint on 2" WM	EA	0.00	\$ -	\$ -
5.10	Utility Fixture, F&I, Water, Meter and Meter Box on 4" WM	EA	0.00	\$ -	\$ -
5.11	Utility Fixture, F&I, Water, Saddle on 4" WM	EA	0.00	\$ -	\$ -
5.12	Utility Fixture, F&I, Water, Gate Valve Assembly on 4" WM	EA	0.00	\$ -	\$ -
5.13	Utility Fixture, F&I, Water, Line Stop Assembly on 4" WM	EA	0.00	\$ -	\$ -
5.14	Utility Fixture, F&I, Water, Mech Joint Restraint on 4" WM	EA	0.00	\$ -	\$ -
5.15	Utility Fixture, F&I, Water, Meter and Meter Box on 6" WM	EA	4.00	\$ 550.00	\$ 2,200.00
5.16	Utility Fixture, F&I, Water, Saddle on 6" WM	EA	0.00	\$ -	\$ -
5.17	Utility Fixture, F&I, Water, Gate Valve Assembly on 6" WM	EA	9.00	\$ 1,600.00	\$ 14,400.00
5.18	Utility Fixture, F&I, Water, Line Stop Assembly on 6" WM	EA	14.00	\$ 4,500.00	\$ 63,000.00
5.19	Utility Fixture, F&I, Water, Mech Joint Restraint on 6" WM	EA	0.00	\$ -	\$ -
5.20	Utility Fixture, F&I, Water, Meter and Meter Box on 8" WM	EA	0.00	\$ -	\$ -
5.21	Utility Fixture, F&I, Water, Saddle on 8" WM	EA	0.00	\$ -	\$ -
5.22	Utility Fixture, F&I, Water, Gate Valve Assembly on 8" WM	EA	0.00	\$ -	\$ -
5.23	Utility Fixture, F&I, Water, Line Stop Assembly on 8" WM	EA	0.00	\$ -	\$ -
5.24	Utility Fixture, F&I, Water, Mech Joint Restraint on 8" WM	EA	2.00	\$ 175.00	\$ 350.00
5.25	Utility Fixture, F&I, Water, Meter and Meter Box on 10" WM	EA	0.00	\$ -	\$ -
5.26	Utility Fixture, F&I, Water, Saddle on 10" WM	EA	0.00	\$ -	\$ -
5.27	Utility Fixture, F&I, Water, Gate Valve Assembly on 10" WM	EA	0.00	\$ -	\$ -
5.28	Utility Fixture, F&I, Water, Line Stop Assembly on 10" WM	EA	0.00	\$ -	\$ -
5.29	Utility Fixture, F&I, Water, Mech Joint Restraint on 10" WM	EA	0.00	\$ -	\$ -
5.30	Utility Fixture, F&I, Water, Meter and Meter Box on 12" WM	EA	0.00	\$ -	\$ -
5.31	Utility Fixture, F&I, Water, Saddle on 12" WM	EA	0.00	\$ -	\$ -
5.32	Utility Fixture, F&I, Water, Gate Valve Assembly on 12" WM	EA	0.00	\$ -	\$ -
5.33	Utility Fixture, F&I, Water, Line Stop Assembly on 12" WM	EA	0.00	\$ -	\$ -
5.34	Utility Fixture, F&I, Water, Mech Joint Restraint on 12" WM	EA	0.00	\$ -	\$ -
5.35	Utility Fixture, F&I, Water, Meter and Meter Box on 16" WM	EA	0.00	\$ -	\$ -
5.36	Utility Fixture, F&I, Water, Saddle on 16" WM	EA	0.00	\$ -	\$ -
5.37	Utility Fixture, F&I, Water, Gate Valve Assembly on 16" WM	EA	0.00	\$ -	\$ -
5.38	Utility Fixture, F&I, Water, Line Stop Assembly on 16" WM	EA	0.00	\$ -	\$ -
5.39	Utility Fixture, F&I, Water, Mech Joint Restraint on 16" WM	EA	0.00	\$ -	\$ -
5.40	Utility Fixture, F&I, 1" Single Short Water Service on 0"-2"	EA	0.00	\$ -	\$ -
5.41	Utility Fixture, F&I, 1" Single Long Water Service on 0"-2"	EA	0.00	\$ -	\$ -
5.42	Utility Fixture, F&I, 1.5" Double Short Water Service on 0"-2"	EA	0.00	\$ -	\$ -
5.43	Utility Fixture, F&I, 1.5" Double Long Water Service on 0"-2"	EA	0.00	\$ -	\$ -
5.44	Utility Fixture, F&I, 1" Single Short Water Service on 3"	EA	0.00	\$ -	\$ -
5.45	Utility Fixture, F&I, 1" Single Long Water Service on 3"	EA	0.00	\$ -	\$ -
5.46	Utility Fixture, F&I, 1.5" Double Short Water Service on 3"	EA	0.00	\$ -	\$ -
5.47	Utility Fixture, F&I, 1.5" Double Long Water Service on 3"	EA	0.00	\$ -	\$ -

Base Bid B : Hillcrest-Charter Oaks NEP

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Pay Item No.	Descriptions	Unit	Qty	Unit Price	Extended Price
5.48	Utility Fixture, F&I, 1" Single Short Water Service on 4"	EA	0.00	\$ -	\$ -
5.49	Utility Fixture, F&I, 1" Single Long Water Service on 4"	EA	0.00	\$ -	\$ -
5.50	Utility Fixture, F&I, 1.5" Double Short Water Service on 4"	EA	0.00	\$ -	\$ -
5.51	Utility Fixture, F&I, 1.5" Double Long Water Service on 4"	EA	0.00	\$ -	\$ -
5.52	Utility Fixture, F&I, 1" Single Short Water Service on 6"	EA	20.00	\$ 750.00	\$ 15,000.00
5.53	Utility Fixture, F&I, 1" Single Long Water Service on 6"	EA	23.00	\$ 1,600.00	\$ 36,800.00
5.54	Utility Fixture, F&I, 1.5" Double Short Water Service on 6"	EA	1.00	\$ 1,750.00	\$ 1,750.00
5.55	Utility Fixture, F&I, 1.5" Double Long Water Service on 6"	EA	0.00	\$ -	\$ -
5.56	Utility Fixture, F&I, 1" Single Short Water Service on 8"	EA	0.00	\$ -	\$ -
5.57	Utility Fixture, F&I, 1" Single Long Water Service on 8"	EA	0.00	\$ -	\$ -

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Pay Item No.	Descriptions	Unit	Qty	Unit Price	Extended Price
5.58	Utility Fixture, F&I, 1.5" Double Short Water Service on 8"	EA	0.00	\$ -	\$ -
5.59	Utility Fixture, F&I, 1.5" Double Long Water Service on 8"	EA	0.00	\$ -	\$ -
5.60	Utility Fixture, F&I, 1" Single Short Water Service on 10"	EA	0.00	\$ -	\$ -
5.61	Utility Fixture, F&I, 1" Single Long Water Service on 10"	EA	0.00	\$ -	\$ -
5.62	Utility Fixture, F&I, 1.5" Double Short Water Service on 10"	EA	0.00	\$ -	\$ -
5.63	Utility Fixture, F&I, 1.5" Double Long Water Service on 10"	EA	0.00	\$ -	\$ -
5.64	Utility Fixture, F&I, 1" Single Short Water Service on 12"	EA	0.00	\$ -	\$ -
5.65	Utility Fixture, F&I, 1" Single Long Water Service on 12"	EA	0.00	\$ -	\$ -
5.66	Utility Fixture, F&I, 1.5" Double Short Water Service on 12"	EA	0.00	\$ -	\$ -
5.67	Utility Fixture, F&I, 1.5" Double Long Water Service on 12"	EA	0.00	\$ -	\$ -
5.68	Utility Fixture, F&I, Single Meter Box	EA	43.00	\$ 450.00	\$ 19,350.00
5.69	Utility Fixture, F&I, Double Meter Box	EA	1.00	\$ 650.00	\$ 650.00
5.70	Utility Fixture, F&I, 2" Blow-off Assembly	AS	1.00	\$ 1,500.00	\$ 1,500.00
5.71	Utility Fixture, Meter Box Adjust to Grade	EA	2.00	\$ 200.00	\$ 400.00
				Subtotal	\$ 155,400.00
6.00 Fire Hydrants					
6.01	Fire Hydrant Assembly, Standard 3 Way, F&I, 6" Unit	EA	6.00	\$ 6,500.00	\$ 39,000.00
6.02	Fire Hydrant, Adjust & Modify	EA	0.00	\$ -	\$ -
6.03	Fire Hydrant Relocate	EA	1.00	\$ 750.00	\$ 750.00
6.04	Fire Hydrant Remove	EA	0.00	\$ -	\$ -
6.05	FH Assembly Connection Fitting - 6" x 6" x 6" MJ Tee - FH to Main Line Only	EA	0.00	\$ -	\$ -
6.06	FH Assembly Connection Fitting - 8" x 8" x 6" MJ Tee - FH to Main Line Only	EA	6.00	\$ 1,100.00	\$ 6,600.00
6.07	Only	EA	0.00	\$ -	\$ -
6.08	FH Assembly Connection Fitting - 12" x 12" x 6" MJ Tee - FH to Main Line Only	EA	0.00	\$ -	\$ -
6.09	FH Assembly Connection Fitting - 6" MJ 90° Elbow - FH to Main Line Only	EA	0.00	\$ -	\$ -
6.10	FH Assembly Connection Fitting - 8" MJ 90° Elbow - FH to Main line Only	EA	0.00	\$ -	\$ -
6.11	FH Assembly Connection Fitting - 10" MJ 90° Elbow - FH to Main line Only	EA	0.00	\$ -	\$ -
6.12	FH Assembly Connection Fitting - 12" MJ 90° Elbow - FH to Main line Only	EA	0.00	\$ -	\$ -
				Subtotal	\$ 46,350.00
7.00 Utility - Sewer Service (Including fittings, pipe, materials and restoration)					
7.01	Utility Pipe, F&I, Sewer Gravity, 6" PVC DR25 *(for Services and Laterals Only)	LF	0.00	\$ -	\$ -
7.02	Utility Pipe, F&I, Sewer Gravity, 8" PVC DR25	LF	0.00	\$ -	\$ -
7.03	Utility Pipe, F&I, Sewer Gravity, 10" PVC DR25	LF	0.00	\$ -	\$ -
7.04	Utility Pipe, F&I, Sewer Gravity, 12" PVC DR25	LF	0.00	\$ -	\$ -
7.05	Utility Pipe, F&I, Sewer Gravity, 14" PVC DR25	LF	0.00	\$ -	\$ -
7.06	Utility Pipe, F&I, Sewer Gravity, 16" PVC DR25	LF	0.00	\$ -	\$ -
7.07	Utility Pipe, F&I, Sewer Gravity, 18" PVC DR25	LF	0.00	\$ -	\$ -
7.08	Utility Pipe, F&I, Sewer Gravity, 20" PVC DR25	LF	0.00	\$ -	\$ -
7.09	Utility Pipe, F&I, Sewer Gravity, 24" PVC DR25	LF	0.00	\$ -	\$ -
7.10	Utility Pipe, F&I, Sewer Forcemain, 6" PVC DR18	LF	0.00	\$ -	\$ -
7.11	Utility Pipe, F&I, Sewer Forcemain, 8" PVC DR18	LF	0.00	\$ -	\$ -
7.12	Utility Pipe, F&I, Sewer Forcemain, 10" PVC DR18	LF	0.00	\$ -	\$ -
7.13	Utility Pipe, F&I, Sewer Forcemain, 12" PVC DR18	LF	0.00	\$ -	\$ -
7.14	Utility Pipe, F&I, Sewer Forcemain, 16" PVC DR18	LF	0.00	\$ -	\$ -
7.15	Utility Pipe, F&I, Sewer Forcemain, 8" DIP	LF	0.00	\$ -	\$ -
7.16	Utility Pipe, F&I, Sewer Forcemain, 10" DIP	LF	0.00	\$ -	\$ -
7.17	Utility Pipe, F&I, Sewer Forcemain, 12" DIP	LF	0.00	\$ -	\$ -
7.18	Utility Pipe, F&I, Sewer Forcemain, 16" DIP	LF	0.00	\$ -	\$ -
7.19	Utility Pipe, Sewer, Remove/Dispose, 6"	LF	0.00	\$ -	\$ -
7.20	Utility Pipe, Sewer, Remove/Dispose, 8"	LF	0.00	\$ -	\$ -
7.21	Utility Pipe, Sewer, Remove/Dispose, 10"	LF	0.00	\$ -	\$ -
7.22	Utility Pipe, Sewer, Remove/Dispose, 12"	LF	0.00	\$ -	\$ -
7.23	Utility Pipe, Sewer, Remove/Dispose, 16"	LF	0.00	\$ -	\$ -
7.24	Utility Pipe, Cure-In-Place, Sewer, Clay, 6"	LF	0.00	\$ -	\$ -
7.25	Utility Pipe, Cure-In-Place, Sewer, Clay, 8"	LF	0.00	\$ -	\$ -
7.26	Utility Pipe, Cure-In-Place, Sewer, Clay, 10"	LF	0.00	\$ -	\$ -
7.27	Utility Pipe, Cure-In-Place, Sewer, Clay, 12"	LF	0.00	\$ -	\$ -
7.28	Utility Fixture, F&I, 6" Sewer Service Fitting to 8" Gravity Main	EA	0.00	\$ -	\$ -
7.29	Utility Fixture, F&I, 6" Sewer Service Fitting to 8" Gravity Main	EA	0.00	\$ -	\$ -
7.30	Utility Fixture, F&I, 6" Sewer Service Fitting to 10" Gravity Main	EA	0.00	\$ -	\$ -
7.31	Utility Fixture, F&I, 6" Sewer Service Fitting to 11" to 12" Gravity Main	EA	0.00	\$ -	\$ -
7.32	Utility Fixture, F&I, 6" Sewer Service Fitting to 13" to 14" Gravity Main	EA	0.00	\$ -	\$ -
7.33	Utility Fixture, F&I, 6" Sewer Service Fitting to 15" to 16" Gravity Main	EA	0.00	\$ -	\$ -

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Pay Item No.	Descriptions	Unit	Qty	Unit Price	Extended Price
7.34	Utility Fixture, F&I, 6" Sewer Service Fitting to 17" to 18" Gravity Main	EA	0.00	\$ -	\$ -
7.35	Utility Fixture, F&I, 6" Sewer Service Fitting to 20" to 21" Gravity Main	EA	0.00	\$ -	\$ -
7.36	Utility Fixture, F&I, 6" Sewer Service Fitting to 22" to 24" Gravity Main	EA	0.00	\$ -	\$ -
7.37	Utility Fixture, F&I, 4" Cleanout Sewer	EA	0.00	\$ -	\$ -
7.38	Utility Fixture, F&I, 6" Cleanout Sewer	EA	0.00	\$ -	\$ -
7.39	Lining of Existing Sewer Manhole	EA	0.00	\$ -	\$ -
7.40	Sewer Manhole Complete	EA	0.00	\$ -	\$ -
7.41	Connect to Sewer Manhole	EA	0.00	\$ -	\$ -
				Subtotal	\$ -
8.00 Reclaimed Water Service (Including fittings, pipe, materials and restoration)					
8.01	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 0"-1.9"	EA	0.00	\$ -	\$ -
8.02	Utility Fixture, F&I, Reclaimed, Backflow Assembly on 0"-1.9"	EA	0.00	\$ -	\$ -

Base Bid B : Hillcrest-Charter Oaks NEP

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Note: If no cost for item, indicate \$0.00 or "N/C" (no charge) in Unit Price cell.

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Pay Item No.	Descriptions	Unit	Qty	Unit Price	Extended Price
8.03	Utility Fixture, F&I, Reclaimed, Saddle on 0"-1.9"	EA	0.00	\$ -	\$ -
8.04	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 0"-1.9"	EA	0.00	\$ -	\$ -
8.05	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 2"	EA	0.00	\$ -	\$ -
8.06	Utility Fixture, F&I, Reclaimed, Backflow Assembly on 2"	EA	0.00	\$ -	\$ -
8.07	Utility Fixture, F&I, Reclaimed, Saddle on 2"	EA	0.00	\$ -	\$ -
8.08	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 2"	EA	0.00	\$ -	\$ -
8.09	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 2"	EA	0.00	\$ -	\$ -
8.10	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 2"	EA	0.00	\$ -	\$ -
8.11	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 4"	EA	0.00	\$ -	\$ -
8.12	Utility Fixture, F&I, Reclaimed, Saddle on 4"	EA	0.00	\$ -	\$ -
8.13	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 4"	EA	4.00	\$ 1,500.00	\$ 6,000.00
8.14	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 4"	EA	0.00	\$ -	\$ -
8.15	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 4"	EA	0.00	\$ -	\$ -
8.16	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 6"	EA	0.00	\$ -	\$ -
8.17	Utility Fixture, F&I, Reclaimed, Saddle on 6"	EA	0.00	\$ -	\$ -
8.18	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 6"	EA	0.00	\$ -	\$ -
8.19	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 6"	EA	0.00	\$ -	\$ -
8.20	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 6"	EA	0.00	\$ -	\$ -
8.21	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 8"	EA	0.00	\$ -	\$ -
8.22	Utility Fixture, F&I, Reclaimed, Saddle on 8"	EA	0.00	\$ -	\$ -
8.23	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 8"	EA	1.00	\$ 2,700.00	\$ 2,700.00
8.24	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 8"	EA	0.00	\$ -	\$ -
8.25	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 8"	EA	0.00	\$ -	\$ -
8.26	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 10"	EA	0.00	\$ -	\$ -
8.27	Utility Fixture, F&I, Reclaimed, Saddle on 10"	EA	0.00	\$ -	\$ -
8.28	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 10"	EA	0.00	\$ -	\$ -
8.29	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 10"	EA	0.00	\$ -	\$ -
8.30	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 10"	EA	0.00	\$ -	\$ -
8.31	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 12"	EA	0.00	\$ -	\$ -
8.32	Utility Fixture, F&I, Reclaimed, Saddle on 12"	EA	0.00	\$ -	\$ -
8.33	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 12"	EA	0.00	\$ -	\$ -
8.34	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 12"	EA	0.00	\$ -	\$ -
8.35	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 12"	EA	0.00	\$ -	\$ -
8.36	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 16"	EA	0.00	\$ -	\$ -
8.37	Utility Fixture, F&I, Reclaimed, Saddle on 16"	EA	0.00	\$ -	\$ -
8.38	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 16"	EA	0.00	\$ -	\$ -
8.39	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 16"	EA	0.00	\$ -	\$ -
8.40	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 16"	EA	0.00	\$ -	\$ -
8.41	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 0"-2"	EA	0.00	\$ -	\$ -
8.42	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 0"-2"	EA	0.00	\$ -	\$ -
8.43	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 0"-2"	EA	0.00	\$ -	\$ -
8.44	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 0"-2"	EA	0.00	\$ -	\$ -
8.45	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 3"	EA	0.00	\$ -	\$ -
8.46	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 3"	EA	0.00	\$ -	\$ -
8.47	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 3"	EA	0.00	\$ -	\$ -
8.48	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 3"	EA	0.00	\$ -	\$ -
8.49	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 4"	EA	0.00	\$ -	\$ -
8.50	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 4"	EA	0.00	\$ -	\$ -
8.51	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 4"	EA	0.00	\$ -	\$ -
8.52	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 4"	EA	0.00	\$ -	\$ -
8.53	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 6"	EA	0.00	\$ -	\$ -
8.54	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 6"	EA	0.00	\$ -	\$ -
8.55	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 6"	EA	0.00	\$ -	\$ -
8.56	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 6"	EA	0.00	\$ -	\$ -
8.57	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 8"	EA	0.00	\$ -	\$ -
8.58	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 8"	EA	0.00	\$ -	\$ -
8.59	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 8"	EA	0.00	\$ -	\$ -
8.60	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 8"	EA	0.00	\$ -	\$ -
8.61	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 10"	EA	0.00	\$ -	\$ -
8.62	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 10"	EA	0.00	\$ -	\$ -
8.63	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 10"	EA	0.00	\$ -	\$ -
8.64	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 10"	EA	0.00	\$ -	\$ -
8.65	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 12"	EA	0.00	\$ -	\$ -
8.66	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 12"	EA	0.00	\$ -	\$ -
8.67	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 12"	EA	0.00	\$ -	\$ -
8.68	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 12"	EA	0.00	\$ -	\$ -
8.69	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 16"	EA	0.00	\$ -	\$ -
8.70	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 16"	EA	0.00	\$ -	\$ -
8.71	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 16"	EA	0.00	\$ -	\$ -

Base Bid B : Hillcrest-Charter Oaks NEP

Note: If not bidding on an item, indicate "No Bid" in Unit Price cell.

Note: If no cost for item, indicate \$0.00 or "N/C" (no charge) in Unit Price cell.

Note: Unit Prices are "Maximum Unit Prices" for the term of the contract. Units may be less but not more based on Work Order Assignments.

Pay Item No.	Descriptions	Unit	Qty	Unit Price	Extended Price
8.72	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 16"	EA	0.00	\$ -	\$ -
8.73	Utility Fixture, Meter Relocate and Adjust Box	EA	3.00	\$ 150.00	\$ 450.00
8.74	Utility Fixture, F&I, Single Reclaimed Meter Box	EA	0.00	\$ -	\$ -
8.75	Utility Fixture, F&I, Double Reclaimed Meter Box	EA	0.00	\$ -	\$ -
				Subtotal	\$ 9,150.00
9.00 Brick Paver Features (Includes demolition, sub-base, concrete, brick, and asphalt restoration work)					
9.01	Pavers Architectural Roadway, F&I, Includes Base & Joint Sand	SY	182.00	\$ 125.00	\$ 22,750.00
9.02	Pavers Architectural Sidewalk, F&I, Includes Base & Joint Sand	SY	0.00	\$ -	\$ -
9.03	Concrete Class II, Approach Slabs	CY	36.00	\$ 300.00	\$ 10,800.00
9.04	Clearing & Grubbing for Pavers	SY	222.00	\$ 12.00	\$ 2,664.00
9.05	Paver Bendable Drain Pipe 4", F&I, w/Aggregate	LF	202.00	\$ 6.00	\$ 1,212.00
9.06	Paver Drain Clean-out 4", F&I	EA	8.00	\$ 110.00	\$ 880.00
9.07	Steel Vehicular Plates, Temp., F&I 8' W x 20' L x 1" thick	EA	2.00	\$ 1,500.00	\$ 3,000.00
				Subtotal	\$ 41,306.00
10.00 Concrete Work					
10.01	Concrete Curb & Gutter, Type F (Parent of Drop Curb)	LF	226.00	\$ 35.00	\$ 7,910.00
10.02	Concrete Curb & Gutter, Type A	LF	0.00	\$ -	\$ -
10.03	Concrete Curb & Gutter, Type B	LF	0.00	\$ -	\$ -
10.04	Concrete Curb & Gutter, Type D	LF	52.00	\$ 35.00	\$ 1,820.00
10.05	Concrete Curb & Gutter, Type E	LF	0.00	\$ -	\$ -
10.06	Concrete Drop Curb, FDOT	LF	1,498.00	\$ 30.00	\$ 44,940.00
10.07	Concrete Ribbon Curb 12" Width	LF	732.00	\$ 30.00	\$ 21,960.00
10.08	Concrete Valley Gutter	LF	246.00	\$ 40.00	\$ 9,840.00
10.09	Sidewalk Concrete, 4" Thick	SY	4,275.00	\$ 50.00	\$ 213,750.00
10.10	Special Sidewalk Finish - Trowel Edge Alternating Broom Fields	SY	0.00	\$ -	\$ -
10.11	Single Direction Detectable Warning Mat (New)	EA	33.00	\$ 150.00	\$ 4,950.00
10.12	Dual Direction Detectable Warning (New)Mat	EA	0.00	\$ -	\$ -
10.13	Sidewalk/Pavement Concrete, 6" Thick	SY	962.00	\$ 65.00	\$ 62,530.00

Base Bid B : Hillcrest-Charter Oaks NEP

Note: If not bidding on an item, indicate "No Bid" in Unit Price cell.

Note: If no cost for item, indicate \$0.00 or "N/C" (no charge) in Unit Price cell.

Note: Unit Prices are "Maximum Unit Prices" for the term of the contract. Units may be less but not more based on Work Order Assignments.

Pay Item No.	Descriptions	Unit	Qty	Unit Price	Extended Price
10.14	Driveway Apron Concrete, 6" Thick	SY	736.00	\$ 65.00	\$ 47,840.00
10.15	Detectable Warning Mat on Existing Walking Surface	EA	2.00	\$ 150.00	\$ 300.00
10.16	Concrete Class NS, Gravity Wall	CY	0.00	\$ -	\$ -
10.17	Concrete Traffic Separator, Special - Variable Width	SY	0.00	\$ -	\$ -
10.18	Concrete Barrier Wall, Removal	LF	0.00	\$ -	\$ -
10.19	Concrete Traffic Railing Barrier, with Junction Slab, 42" 'F' Shape	LF	0.00	\$ -	\$ -
10.20	Concrete Surface, Class V Bridge Treatment, Prep & Apply	SF	0.00	\$ -	\$ -
10.21	Pressure Wash Existing Curb & Gutter, Sidewalks, & Driveways	SF	0.00	\$ -	\$ -
				Subtotal	\$ 415,840.00
11.00 Pavement Restoration (Refer to Section 02010)					
11.01	Stabilization Type B (per City Detail)	SY	805.00	\$ 10.00	\$ 8,050.00
11.02	Optional Base Group 06 or 8" Lime rock (per City Detail)	SY	1,224.00	\$ 40.00	\$ 48,960.00
11.03	Tack and Sand Optional Base or Lime rock (Per FDOT Spec)	SY	0.00	\$ -	\$ -
11.04	Asphalt Patching (per City Detail)	SY	0.00	\$ -	\$ -
11.05	Milling Existing Asphalt Pav't. 1.25" Average Depth	SY	0.00	\$ -	\$ -
11.06	Milling Existing Asphalt Pav't. 1.50" Average Depth	SY	0.00	\$ -	\$ -
11.07	SuperPave Asphaltic Concrete, Traffic 'B' SP9.5 at 1.25" Depth	TN	0.00	\$ -	\$ -
11.08	SuperPave Asphaltic Concrete, Traffic 'B' SP12.5 at 1.50" Depth	TN	0.00	\$ -	\$ -
11.09	Reinforced Concrete Pavement 8" Depth	SY	0.00	\$ -	\$ -
11.10	Traffic Signal Loop Assembly, F&I Type 'F'	AS	0.00	\$ -	\$ -
11.11	Retro-Reflective Pavement Markers	EA	0.00	\$ -	\$ -
11.12	Thermoplastic Pavement Marking, Standard, White, Solid, 6"	LF	0.00	\$ -	\$ -
11.13	Thermoplastic Pavement Marking, Standard, White, Solid, 8"	LF	0.00	\$ -	\$ -
11.14	Thermoplastic Pavement Marking, Standard, White, Solid, 12"	LF	0.00	\$ -	\$ -
11.15	Thermoplastic Pavement Marking, Standard, White, Solid, 18" for Diagonals and Chevrons	LF	0.00	\$ -	\$ -
11.16	Thermoplastic Pavement Marking, Standard, White, Solid, 24" For 'Stop' line and Crosswalks	LF	0.00	\$ -	\$ -
11.17	Thermoplastic Pavement Marking, Standard, White, Message or Symbol	EA	0.00	\$ -	\$ -
11.18	Thermoplastic Pavement Marking, Standard, White, Arrows	EA	0.00	\$ -	\$ -
11.19	Thermoplastic Pavement Marking, Standard, Yellow, Solid, 6"	LF	0.00	\$ -	\$ -
11.20	Thermoplastic Pavement Marking, Standard, Yellow, Solid, 12"	LF	0.00	\$ -	\$ -
11.21	Thermoplastic Pavement Marking, Standard, Yellow, Solid, 18" for Diagonals and Chevrons	LF	0.00	\$ -	\$ -
11.22	Permanent Concrete Pavement Stripe Paint, Standard, White, 24" Width	LF	0.00	\$ -	\$ -
11.23	Temporary Asphalt Paint - Pre-Thermoplastic	LS	0.00	\$ -	\$ -
				Subtotal	\$ 57,010.00
12.00 Stormwater Improvements and Restoration (Refer to Section 02010)					
12.01	Curb Inlet Complete, F&I - Type P, 4' Diameter Round, Type 1 Top, 6' OAH	EA	0.00	\$ -	\$ -
12.02	Curb Inlet Complete, F&I - Type P, 4' Diameter Round, Type 2 Top, 6' OAH	EA	0.00	\$ -	\$ -
12.03	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 1 Top, 6' OAH	EA	0.00	\$ -	\$ -
12.04	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 2 Top, 6' OAH	EA	0.00	\$ -	\$ -
12.05	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 4 Top, 6' OAH	EA	1.00	\$ 6,000.00	\$ 6,000.00
12.06	Curb Inlet Complete, F&I - Type P, 4' Diameter Round, Type 5 Top, 6' OAH	EA	1.00	\$ 5,500.00	\$ 5,500.00
12.07	Curb Inlet Complete, F&I - Type P, 4' Diameter Round, Type 6 Top, 6' OAH	EA	5.00	\$ 6,000.00	\$ 30,000.00
12.08	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 5 Top, 6' OAH	EA	0.00	\$ -	\$ -
12.09	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 6 Top, 6' OAH	EA	0.00	\$ -	\$ -
12.10	Curb Inlet Complete, F&I - Type J, 5' Diameter Round Dog House, Type 9, 6' OAH	EA	1.00	\$ 6,500.00	\$ 6,500.00
12.11	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 9, 6' OAH	EA	1.00	\$ 5,500.00	\$ 5,500.00
12.12	Ditch Bottom Inlet, F&I - Type D, 5' Square, 4' OAH	EA	0.00	\$ -	\$ -
12.13	USF 5100 Valley Gutter Inlet Frame and 6147 Grate (or Equiv.)	EA	0.00	\$ -	\$ -
12.14	USF 4105 Drop/Gutter Type V, Modified Inlet Frame and 6220 Grate (or Equiv.)	EA	4.00	\$ 5,000.00	\$ 20,000.00
12.15	Manhole Complete, F&I - Type P, 4' Dia. Round, Type 8 Top, 6' OAH	EA	1.00	\$ 5,500.00	\$ 5,500.00
12.16	Manhole Adjust to Grade Existing	EA	5.00	\$ 750.00	\$ 3,750.00
12.17	Manhole Top, F&I, City Standard	EA	2.00	\$ 2,500.00	\$ 5,000.00
12.18	Pipe Culvert, F&I, RCP, Round, 15"	LF	40.00	\$ 70.00	\$ 2,800.00
12.19	Pipe Culvert, F&I, RCP, Round, 18"	LF	20.00	\$ 80.00	\$ 1,600.00
12.20	Pipe Culvert, F&I, RCP, Round, 24"	LF	492.00	\$ 115.00	\$ 56,580.00
12.21	Pipe Culvert, F&I, RCP, Round, 30"	LF	0.00	\$ -	\$ -
12.22	Pipe Culvert, F&I, RCP, Round, 36"	LF	0.00	\$ -	\$ -
12.23	Pipe Culvert, F&I, RCP, Round, 42"	LF	0.00	\$ -	\$ -
12.24	Pipe Culvert, F&I, RCP, Round, 48"	LF	0.00	\$ -	\$ -
12.25	Pipe Culvert, F&I, RCPE, Elliptical 19" x 30"	LF	26.00	\$ 175.00	\$ 4,550.00
12.26	Pipe Culvert, F&I, RCPE, Elliptical 12" x 18"	LF	53.00	\$ 95.00	\$ 5,035.00
12.27	Pipe Culvert, F&I, RCPE, Elliptical 14" x 23"	LF	4.00	\$ 105.00	\$ 420.00
12.28	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 15"	LF	0.00	\$ -	\$ -

Base Bid B : Hillcrest-Charter Oaks NEP

Note: If not bidding on an item, indicate "No Bid" in Unit Price cell.

Note: If no cost for item, indicate \$0.00 or "N/C" (no charge) in Unit Price cell.

Note: Unit Prices are "Maximum Unit Prices" for the term of the contract. Units may be less but not more based on Work Order Assignments.

Pay Item No.	Descriptions	Unit	Qty	Unit Price	Extended Price
12.29	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 18"	LF	0.00	\$ -	\$ -
12.30	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 24"	LF	0.00	\$ -	\$ -
12.31	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 30"	LF	0.00	\$ -	\$ -
12.32	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 36"	LF	0.00	\$ -	\$ -
12.33	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 42"	LF	0.00	\$ -	\$ -
12.34	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 48"	LF	0.00	\$ -	\$ -
12.35	Mitered End Section Complete, F&I, RCP, Round, 15" Pipe	EA	0.00	\$ -	\$ -
12.36	Mitered End Section Complete, F&I, RCP, Round, 18" Pipe	EA	0.00	\$ -	\$ -
12.37	Mitered End Section Complete, F&I, RCP, Round, 24" Pipe	EA	0.00	\$ -	\$ -
12.38	Mitered End Section Complete, F&I, RCP, Round, 30" Pipe	EA	0.00	\$ -	\$ -
12.39	Mitered End Section Complete, F&I, RCP, Round, 36" Pipe	EA	0.00	\$ -	\$ -
12.40	Mitered End Section Complete, F&I, RCP, Round, 42" Pipe	EA	0.00	\$ -	\$ -
12.41	Mitered End Section Complete, F&I, RCP, Round, 48" Pipe	EA	0.00	\$ -	\$ -
12.42	Concrete Inlet, Ditch Bottom, Type F, <10, w/Grate	EA	2.00	\$ 4,500.00	\$ 9,000.00
12.43	Concrete Inlet, Ditch Bottom, Type C, <10, w/Grate	EA	2.00	\$ 4,000.00	\$ 8,000.00
12.44	Inlets, Median Barrier, Type 1, <10'	EA	0.00	\$ -	\$ -
12.45	Inlets, Closed Flume	EA	0.00	\$ -	\$ -
12.46	Concrete Pipe Jacket (FDOT Std Plan 430-001)	EA	14.00	\$ 1,500.00	\$ 21,000.00
12.47	French Drain, F&I, 15" Pipe, w/Wrapped Stone	LF	68.00	\$ 155.00	\$ 10,230.00
12.48	Pipe Repair Clamp SP	EA	0.00	\$ -	\$ -
				Subtotal	\$ 206,965.00

13.00 Landscape Enhancements & Site Restorations

13.01	Performance Turf (Sod)	SY	5,978.00	\$ 3.50	\$ 20,923.00
13.02	Landscape Plants Small Groundcover, 1 Gallon	EA	12.00	\$ 7.00	\$ 84.00
13.03	Landscape Plants Small Shrub, 1 Gallon	EA	12.00	\$ 25.00	\$ 300.00
13.04	Landscape Plants Large Shrub, 3 Gallon	EA	6.00	\$ 30.00	\$ 180.00
13.05	Landscape Plants Large Trees, 65 Gallon	EA	0.00	\$ -	\$ -
13.06	Landscape Plants Large Palms, 12' OAH	EA	0.00	\$ -	\$ -
13.07	Mailbox Replacement	EA	15.00	\$ 150.00	\$ 2,250.00
13.08	Irrigation System (Per Plan)	EA	0.00	\$ -	\$ -
13.09	Irrigation System Repairs	EA	10.00	\$ 400.00	\$ 4,000.00
13.10	Decorative Street Sign Posts	EA	47.00	\$ 1,250.00	\$ 58,750.00
13.11	Single Decorative Post Sign, Relocate Existing	EA	11.00	\$ 500.00	\$ 5,500.00
13.12	Irrigation Bores 2" Diameter	EA	0.00	\$ -	\$ -
13.13	Irrigation Bores 4" Diameter	EA	0.00	\$ -	\$ -
13.14	Irrigation Bores 6" Diameter	EA	0.00	\$ -	\$ -
13.15	Aluminum Handrail, Bicycle-Pedestrian, 48" Height Powder Coated 'Black Gloss' (refer to FDOT Index 515-062)	LF	0.00	\$ -	\$ -
13.16	Aluminum Handrail Repair - Existing	LF	0.00	\$ -	\$ -
13.17	Steel Handrail Repair - Existing	LF	0.00	\$ -	\$ -
13.18	Standard Traffic Guardrail-Roadway, General TL-2, 31" Height	LF	0.00	\$ -	\$ -
13.19	Standard Traffic Guardrail Removal	LF	0.00	\$ -	\$ -
13.20	Guardrail End Anchorage Assembly-Flared	AS	0.00	\$ -	\$ -
13.21	Guardrail End Anchorage Assembly-Parallel	AS	0.00	\$ -	\$ -
13.22	Standard Traffic Guardrail, Field Painted (Pro.Ind.Alkyd Urethane & Primer)	LF	0.00	\$ -	\$ -
13.23	Reflectors Barrier Wall or Guardrail Mounted, Yellow	LF	0.00	\$ -	\$ -
13.24	Fence, Chain Link, Type B, Standard 6'	LF	0.00	\$ -	\$ -
13.25	Fence Gate, Chain Link, Type B, Standard, Single 3' to 6' Opening	EA	0.00	\$ -	\$ -
13.26	Fence Gate, Chain Link, Type B, Standard Double 8' to 12' Opening	EA	0.00	\$ -	\$ -
13.27	Fence, Chain Link, Type B, Standard 6' Black Vinyl Clad	LF	0.00	\$ -	\$ -
13.28	Fence Gate, Chain Link, Type B, Standard Single 3'to 6' Opening Black Vinyl Clad	EA	0.00	\$ -	\$ -
13.29	Fence Gate, Chain Link, Type B, Standard Double 8' to 12' Opening Black Vinyl Clad	EA	0.00	\$ -	\$ -
13.30	Electrical - Project Specific Only	EA	0.00	\$ -	\$ -
13.31	Out of Scope Item (Not to Exceed 10% of Total Work Order Assignment)	LS	No Bid Item		
				Subtotal	\$ 91,987.00

Matt T. Blanton, President 1/23/25

Bidder's Signature, Company Name, and Date

Total - Base Bid B \$ **1,290,362.00**

Catholic Construction Company-Florida, LLC
1056 Willa Springs Drive
Winter Springs, FL 32708



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

March 3, 2022

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC
2564 CONNECTION POINT
OVIEDO, FLORIDA 32765

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES, SIDEWALK, CURB & GUTTER, DITCH PAVEMENT, UNDERGROUND UTILITIES (WATER & SEWER)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2023**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

<HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor AA
for

Alan Autry, Manager
Contracts Administration Office

AA:cg

Improve Safety, Enhance Mobility, Inspire Innovation
www.fdot.gov



Cathcart Construction Company

- Florida, LLC -

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**INVITATION TO BID
ITB-23-009-RS
CITYWIDE INFRASTRUCTURE POTABLE, SANITARY,
RECLAIMED, & STORMWATER WITH SITE
RESTORATION (ARPA)**

RETURN THIS FORM WITH THE PROPOSAL BID FORM

Company Name: Cathcart Construction Company - Florida LLC

R - 2



Company ID Number: 1454842



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Cathcart Construction (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 1454842

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 1454842

Approved by:

Employer Cathcart Construction Company - Florida	
Name (Please Type or Print) Matthew Blanton	Title
Signature Electronically Signed	Date 09/30/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/30/2019



Company ID Number: 1454842

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Cathcart Construction Company - Florida
Company Facility Address	2564 Connection Point Oviedo, FL 32765
Company Alternate Address	
County or Parish	SEMINOLE
Employer Identification Number	464740152
North American Industry Classification Systems Code	237
Parent Company	Cathcart Construction Company - Florida
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



Company ID Number: 1454842



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1
----	---



Company ID Number: 1454842

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Claudia Bosquez
Phone Number 407629290016
Fax 3212034900
Email claudia@cathcartconstructioncompany.com

Name Cathv Owen
Phone Number 407629290010
Fax 4072034900
Email cathv@cathcartconstructioncompany.com

Name Matthew Blanton
Phone Number 407629290021
Fax 3212034900
Email mblanton@cathcartconstructioncompany.com



Company ID Number: 1454842



This list represents the first 20 Program Administrators listed for this company.

[illegible]

Company Name: Cathcart Construction Company - Florida LLC SC-1

Excavators	Loaders	Compact Track Loaders	Graders & Dozers	Rollers & Brooms
E80 Bobcat	544 John Deere	T590 Bobcat	670 John Deere	Hamm H7i V10
E45 Bobcat	644K JD Loader	T595 Bobcat	620 John Deere	Hamm H7i V10
E45 Bobcat	644L JD Loader	T590 Bobcat	450-J John Deere	H7i Hamm
E45 Bobcat	270-8 Komatsu	331G John Deere		Hamm H5i
E45 Bobcat	200-7 Komatsu	333G John Deere		H5i Hamm
E85 Bobcat	220-3 Doosan	95 Kubota		Termite Commander
E85 Bobcat	220-3 Doosan	95-2.5 Kubota		Termite Commander
305 CAT Mini Exc	220-3 Doosan	Takeuchi TL8R2		LayMor Broom Cab
335 Cat Exc	821 Case	90 Kubota		LayMor Broom
325FLCR CAT Exc	304L John Deere	Case TV450B		LayMor Broom
35G JD Mini Exc	ZW80 Hitachi			
35G JD Mini Exc	ZW180 Hitachi			
85G JD Exc	Hitachi ZW180			
85G JD Exc	Case 321F Loader			
160G JD Exc				
138 Komatsu Exc				
Hitachi ZX85				
Hitachi ZX85				
135US Hitachi				
ZX245 Hitachi				
ZX345 Hitachi				
Takeuchi TB240				
Linkbelt 145X4 Ex				



INVITATION TO BID

ITB-23-009-RS

CITYWIDE INFRASTRUCTURE POTABLE, SANITARY, RECLAIMED, & STORMWATER WITH SITE RESTORATION (ARPA)

Executed in 1 Counterpart

BID BOND

STATE OF FLORIDA) ss
COUNTY OF Seminole)
CITY OF Altamonte Springs)

KNOW ALL MEN BY THESE PRESENTS, that we, Cathcart Construction Company - Florida, LLC as Principal, and United Fire & Casualty Company, as Surety, are held firmly bound unto the City of Altamonte Springs, Florida, in the penal sum of \$ 74,196.00 SEVENTY FOUR THOUSAND ONE NINETY SIX Dollars (Total Sum Written in Words), lawful money of the United States, for the payment of which sum will and truly be made, we bond 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 attached Bid, dated December 22, 2022,* for Bid No: ITB-23-009-RS entitled Citywide Infrastructure Potable, sanitary, Reclaimed & Stormwater with Site Restoration (ARPA).

NOW THEREFORE, if the Principal shall withdraw said Bid prior to the date of opening the same, and guarantee a performance and payment bond with good and efficient surety or sureties as may be required, for the faithful performance and proper fulfillment of such contracts and for the prompt payment of persons furnishing labor or materials in connection therewith, or in the event shall within ten (10) days after the prescribed forms are presented to him for signatures, enter into a written Contract with the City of Altamonte Springs, Florida, in accordance with the Bid as accepted. In the event of the failure to enter into such Contract within the time specified the Principal shall pay the City the difference between the amount specified in said Bid and the amount for which the City may procure the required work and/or supplies, provided the latter amount to be in excess of the former, then the above obligations shall be void and of no effect; otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the above written parties have executed this instrument under their several seals this 23rd day of January, 20 23, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*January 23, 2023



**INVITATION TO BID
ITB-23-009-RS**

**CITYWIDE INFRASTRUCTURE POTABLE, SANITARY, RECLAIMED, &
STORMWATER WITH SITE RESTORATION (ARPA)**

Sign here if the Contractor is a Partnership or an Individual.

IN TH PRESENCE OF:

N. A.

(SEAL) N/A

-Individual Principal-

N/A

N/A

-Address-

(SEAL)

N/A

N/A

-Address-

N/A

N/A

-Business Address-

N/A

-Individual Principal-

N/A

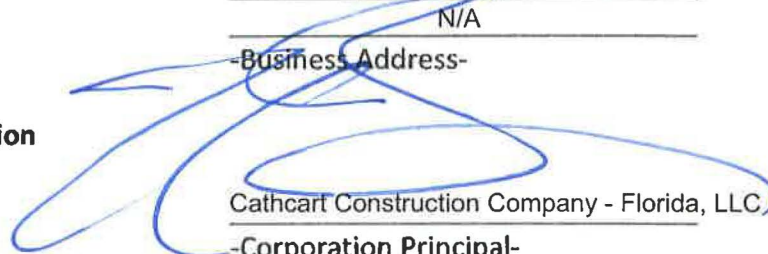
N/A

-Business Address-

Sign here if the Contractor is a Corporation

ATTEST:


John Corbett
(SECRETARY)


Cathcart Construction Company - Florida, LLC

-Corporation Principal-

1056 Willa Springs Drive

Winter Springs, FL 32708

-Business Address-

(AFFIX CORPORATION SEAL)

By: _____

United Fire & Casualty Company

-Corporate Surety-

PO Box 73909

Cedar Rapids, IA 52407-3909

-Business Address-

ATTEST:


Sophia Golecki, Witness

(AFFIX CORPORATION SEAL)

By: 
Gloria A. Richards*, Attorney-In-Fact &
FL Licensed Resident Agent

*Inquiries: 407-786-7770

BB - 2



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, GLORIA A. RICHARDS, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EMILY J. GOLECKI, NATHAN K. REICH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 13th day of July, 2023 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

13th day of July, 2021



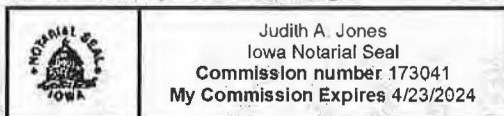
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 13th day of July, 2021, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 23rd day of January, 20 23.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & IF&I & FPIC
 Page 87 of 811

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.

Cathcart Construction Company - Florida LLC

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

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

1056 Willa Springs Drive

6 City, state, and ZIP code

Winter Springs, Florida 32708

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 6 - 4 7 4 0 1 5 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 ► 10/24/22

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.



SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000
WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/23

CATHCART CONSTRUCTION COMPANY-FLORIDA LLC
2564 CONNECTON PT
OVIEDO, FL 32765

Account #: 157615

MATTHEW T BLANTON (OFFICER)

REGULATED
License # - GCG051005
Qualifier- JOHN THOMAS CATHCART

Receipt #: WEB#2022100428626

Amount Paid: \$ 45.00

Date Paid: 10/04/2022



ITB-23-009-RS
CITYWIDE INFRASTRUCTURE
POTABLE, SANITARY, RECLAIMED, &
STORMWATER WITH SITE
RESTORATION (ARPA)
ADDENDUM NO. 1

DATE: January 6, 2023
TO: All Interested Bidders and Other Interested Parties
FROM: Roxana Siaca, Procurement Manager

The City makes the following changes, additions, deletions, information, and/or clarifications and now considers the addendum a part of the Invitation to Bid (ITB) Document. Bidders must acknowledge receipt of this addendum by indicating receipt in the space provided on the Proposal Bid Form. If the bidder has already submitted the Proposal Bid Form to the City's Procurement Division, the Bidder should sign and return this addendum in a sealed envelope or revise their electronic submission to include this addendum. The envelope should include the company name and address, the bid number, opening date and time, and "Addendum No: 1". In any case, the submission of a bid is acknowledgment of receipt of the addendum. The City will construe all bids received as though the Bidder has received and acknowledged the addendum.

The Due Date for submittals is hereby extended to the date indicated below:

From: ~~11:00am, Wednesday, January 18, 2023~~

To: **11:00am, Monday, January 23, 2023**

Below is the City's reply to **RFIs** (Request for Information – a/k/a bid inquiries or questions) submitted by interested parties by the posted deadline to submit RFIs.

Q1: Being that this is an ongoing contract what is the requirement on the Bid bond? Would the Bid bond only be for Base Bid B. Having a bid bond for future projects on Base Bid A creates a hardship for contractors. Performance bonds are understandable on a WO basis but Bid Bond on unknown future projects specifics is not feasible and it also lapses the 65 day requirement per specifications 2.7.2.

A1: Bid Bond shall be based on the value for Base Bid B.

Q2: What is the anticipated start of construction?

A2: Spring 2023.

Q3: Will the City entertain industry cost increases on materials?

A3: The intent of the ITB is to establish fixed pricing for the term of the contract. Changes to the contract time or price shall be addressed by Sections 2.32, 3.1 of the ITB and Technical Specifications Section 01012.

- Q4:** Is there any specific phasing for Hill Crest-Charter Oaks?
A4: Phasing will require coordination of the Pipe Bursting Contract work, and will be addressed at the pre-construction meeting with the awarded contractor.
- Q5:** Has this Contract been awarded in the past? If so, what is the name and ITB number?
A5: Yes, this contract was awarded in the past under ITB15-033.
- Q6:** What is the annual estimate or budget for this Contract?
A6: Per Section 3.1.3 construction is not to exceed \$2,000,000 per project.
- Q7:** Would the City consider extending the Question End Date due to recent Holidays?
A7: The City has extended the due date for submittals to 11:00am, Monday, January 23, 2023.
- Q8:** Is there an engineer's estimate or budget for this project?
A8: Engineer's estimate is not available.
- Q9:** It is our understanding that the sanitary system testing is utility owner specific. Some municipalities require vacuum testing of the sanitary manholes and for us to pressure test the sanitary lines and some require smoke testing of sanitary lines. Can you provide a copy of the utility's manual in order to get an accurate assessment of what might be needed for the line items listed below?
A9: Refer to Technical Specifications 02651 and 02652 for acceptance of Potable and Sanitary systems.

1.07	FDEP Partial Clearance Testing/Certification Potable Water System
1.08	FDEP Partial Clearance Testing/Certification Sanitary System
1.09	FDEP Final Clearance Testing/Certification Potable Water System
1.10	FDEP Final Clearance Testing/Certification Sanitary System

- Q10:** Regarding the line item below, it is our understanding that Class 5 finish is a coating that goes on bridges and structures, however there are no specifics in the bid info regarding what type of Class 5 finish, as it can be literally anything from a specific texture (think stucco or faux brick look) to a specialty paint and coating for smooth concrete or combination of texture and coating.
A10: Class 5 treatment is for smooth concrete coating finish, color TBD on location.

10.20	Concrete Surface, Class V Bridge Treatment, Prep & Apply
-------	--

- Q11:** There are several line items where the City is asking for a Lump Sum price on an item. They are listed below. In all cases, it is impossible to give a price with no upper limit whatsoever known. As an example, to demonstrate the point, one item is 'Electrical - Project Specific Only', EA. The City even identifies a maximum bid of \$25,000 for this item. Without plans or knowledge of the project, how could we possibly turn a bid in for \$25,000 or less dollars for this pay item? An unknown future project may come with costs that far exceed that number. Please consider revising the structure of the bid tabulation on the below items for similar logical problems as the example given.

- A11:** 13.08 Irrigation System (Per Plan) can be noted as a \$0.00 value, as no plan is provided in the ITB package.
 13.09 Irrigation System Repairs – Refer to Technical Specification 01025.
 13.12 Irrigation Bores 2" Diameter – Refer to Technical Specification 0125. This is a LF pay item.
 13.13 Irrigation Bores 4" Diameter – Refer to Technical Specification 0125. This is a LF pay item.
 13.14 Irrigation Bores 6" Diameter – Refer to Technical Specification 0125. This is a LF pay item.
 13.23 Reflectors Barrier Wall or Guardrail Mounted, Yellow – Refer to Technical Specification 0125.
 13.30 For the electrical all bidders are to use the \$25,000 amount as stated. There is no electrical work required for Base Bid B. Any future work with electrical requirements that exceed the \$25,000 maximum, will not be performed under this contract.

13.08	Irrigation System (Per Plan)	EA	1
13.09	Irrigation System Repairs	EA	1
13.12	Irrigation Bores 2" Diameter	EA	1
13.13	Irrigation Bores 4" Diameter	EA	1
13.14	Irrigation Bores 6" Diameter	EA	1
13.23	Reflectors Barrier Wall or Guardrail Mounted, Yellow	LF	1
13.30	Electrical - Project Specific Only	EA	<u>1</u>

- Q12:** Could you please tell me if this project has been a previous bid before? If so, what was the ITB number for that bid?
- A12:** Please see answer 5 above. This contract was awarded in the past under ITB15-033.
- Q13:** Since every municipality is different, could you also tell me if I need to request records for a previous bid, do I submit the request from your department (through you) or through the City's main records department?
- A13:** The previous bid is available as a public record. Please request the document through the City's City Clerk's office at: CityClerk@altamonte.org
- Q14:** Since the bid form only permits one price per item, can the City amend the bid form to include separate pricing for the 2nd year?
- A14:** Please review section 3.12.1 of the contract document that addresses request for price adjustments.
- Q15:** Section 3.10.B mentions extension of contract for two additional 2 year terms. Is the extension unilateral and is the bid item pricing subject to change upon renewal?
- A15:** The intent is to continue the contract as originally bid with the established unit prices. Please see answer 14 that addresses request for price adjustments. Renewals are handled with an amendment executed by both parties.

The attached documents are hereby added to this solicitation:

- ITB-23-009-RS Attachment C-1- Technical Specs - Testing and Inspection for Acceptance of Wastewater Systems (Section 02652)

ACKNOWLEDGMENT - Addendum #1

Cathcart Construction Company - Florida LLC

Company Name

Signature of Officer

Matt Blanton, President

Type/Print Officer's Name & Title

Term Contract for Citywide Infrastructure
Potable, Sanitary, Reclaimed and Stormwater with Site Restoration

SECTION 02652

TESTING AND INSPECTION FOR ACCEPTANCE OF WASTEWATER SYSTEMS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. These specifications cover the testing and inspection for acceptance of wastewater collection and transmission systems.
- B. Requests for testing and acceptance of wastewater collection and transmission systems shall be executed in accordance with Section 02650, "Inspection and Acceptance General Procedures".
- C. Gravity Mains:
 - 1. Shall be inspected with Closed Circuit Television (CCTV) for alignment, grade variations, separated pipes, leaks, deflection, cracked, broken or otherwise defective pipe to ensure overall pipe integrity. The CCTV inspection contractor that is listed on "Appendix 'D' for Acceptable Materials" shall perform the CCTV inspection(s) and submit the report(s) to the City as required.
- D. Pressure Mains:
 - 1. Hydrostatic tests shall be conducted for pressure pipes, joints and valves for allowable limits of pressure and leakage. Air testing of pressure pipes will not be permitted under any circumstance.

PART 2 - PRODUCTS

2.01 APPROVED LIST OF CCTV CONTRACTORS

- A. The CCTV Inspection Contractors for Wastewater Gravity Systems shall be performed by a City approved contractor.

2.02 CCTV INSPECTION EQUIPMENT

- A. Closed Circuit Television Camera: The television camera used for the inspection shall be one specifically designed and constructed for sanitary sewer inspection. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in one hundred (100%) percent humidity/submerged conditions. The CCTV camera equipment will provide a view of the pipe ahead of the equipment and of features to the side of the equipment through turning and rotation of the lens. The camera shall be capable of tilting at right angles along the axis of the pipe while panning the camera lens through a full circle about the circumference of the pipe. The lights on the camera shall also be capable of panning ninety (90°) degrees to the axis of the pipe. If the equipment proves to be unsatisfactory, it shall be replaced with adequate equipment. The camera unit

shall have sufficient quantities of line and video cable to inspect two complete, consecutive sewer reaches with access approximately seven hundred fifty (750) linear feet apart.

The camera, television monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of the City. The television camera, electronic systems and monitor shall provide an image that meets the following specifications, or approved equal.

1. The gray scale shall show equal changes in brightness ranging from black to white with a minimum of five (5) stages.
2. With the monitor control correctly adjusted, the six colors - Yellow, Cyan, Green, Magenta, Red, and Blue, plus black and white shall be clearly resolved with the primary colors in order of decreasing luminance. The gray scale shall appear in contrasting shades of gray with no color tint.
3. The picture shall show no convergence or divergence over the whole of the picture. The monitor shall be at least thirteen (13") inches diagonally across the picture tube.
4. The live picture on the CCTV monitor shall be capable of registering a minimum of four hundred seventy (470) lines horizontal resolution and be a clear, stable image with no interference.
5. Lighting intensity shall be remote controlled and shall be adjusted to minimize reflective glare. Lighting and camera quality shall provide a clear, in-focus picture of the entire inside periphery of the sewers and laterals for all conditions except submergence. Under ideal conditions (no fog in the sewer) the camera lighting shall allow a clear picture up to five (5) pipe diameter lengths away for the entire periphery of the sewer. The lighting shall provide uniform light free from shadows or hot spots.
6. Camera focal distance shall be remotely adjustable through a range of six (6") inches to infinity.
7. The monitor and software shall also be able to capture and save screen images of typical sewer details and all defects. Screen images shall be embedded into the pipe inspection report document submitted with the inspection video. The video camera shall be capable of displaying on screen data.

B. Lateral Video Camera

1. Lateral cameras may be push type or launched from the sewer main line. Lateral cameras shall be color, shall be self-leveling, and equipped with a footage counter to provide on screen display of footage measurement. Monitor resolution shall be as specified above in paragraph 2.02 A Close Circuit Television Camera, or approved equal.

- C. Video Capture System: The video recordings of the sewer inspections shall be made using digital video equipment. A video enhancer may be used in conjunction with, but not in lieu of, the required equipment. The digital recording equipment shall capture sewer inspection on DVD disks or hard drive, with each sewer reach inspection recorded as an individual movie file (.MPEG, .MPG, or .WMV) or approved equal.

1. The video file names will be referenced in the inspection database and in an inspection, report generated in PDF format. The pipeline collection and real time video capture and data acquisition systems shall be provided.
2. The system shall use the most current Pipeline Assessment and Certification Program (PACP) compliant application software and shall be fully object oriented or approved equal. It shall be capable of printing pipeline inspection reports with captured images of defects or other related significant visual information on a standard color printer.
3. The imaging capture system shall store digitized color picture images and be saved in digital format on a DVD, hard drive or approved equal. Also, this system shall have the capability to supply the City with inspection data reports for each line segment.
4. The contractor shall have the ability to store the compressed video files in industry standard and the City approved format and be transferable with the PACP compliant inspection database.
5. The contractor's equipment shall have the ability to "Link". "Linking" is defined as storing the video time frame code with each observation or defect with the ability to navigate from/to any previously recorded observation or defect instantaneously.
6. The system shall be able to produce data reports to include, at a minimum, all observation points and pertinent data. All data reports shall match the defect severity codes in accordance with PACP naming conventions
7. The data-sorting program shall be capable of sorting all data stored using generic sort key and user defined sort fields.
8. Camera footage, date & manhole numbers shall be maintained in real time and shall be displayed on the video monitor as well as the video character generators illuminated footage display at the control console.
9. Depth gage: The camera shall have a depth gage or approved method to measure deflection in the pipe and joint separation approved by the City.

2.03 GRAVITY MAIN INSPECTION CCTV DATA

- A. CCTV data shall be recorded and saved in MPEG format or Windows Media video format.
- B. CCTV inspections shall use unique identification numbers established and provided by the City in pipe segment reference, upstream manhole number and the downstream manhole number fields.
- C. The video files will be named in accordance with the City file naming convention:
- D. Reports shall be submitted in an electronic version (.pdf) generated by the computer software, shall be consistent with PACP requirements, observation report with still images; and CCTV inspection results.

1. PACP export pipe inspection database (.mdb) saved on CD-R's, DVD, or portable hard drives
 2. Inspection digital photographs in JPEG format saved on CD-Rs, DVD or portable hard drives
 3. QA/QC report
- E. The video file names will be referenced in the inspection database and in an inspection, report generated in PDF format. The pipeline collection and real time video capture and data acquisition systems shall be provided
- F. The system shall use the most current PACP compliant application software and shall be fully object oriented or approved equal. It shall be capable of printing pipeline inspection reports with captured images of defects or other related significant visual information on a standard color printer.
- G. The imaging capture system shall store digitized color picture images and be saved in digital format on a DVD, hard drive or approved equal. Also, this system shall have the capability to supply the City with inspection data reports for each line segment.

PART 3 - EXECUTION

3.01 LEAKAGE TESTING OF GRAVITY MAINS

- A. The Contractor, with the City's representative, shall perform the leakage testing. The Contractor shall be responsible for furnishing all necessary labor and equipment to conduct such testing.
1. The infiltration and leakage tests shall be by a low-pressure air test. Each test section shall not exceed four hundred (400) linear feet in length and shall be tested between adjacent manholes. Leakage testing shall be conducted in accordance with the procedure for "Recommended Practice for Low Pressure Air Testing of Installed Sewer Pipe" as established by the Uni-Bell PVC Pipe Association. The pipe shall pass the current most stringent UNI-B-6 Uni-Bell standards for testing gravity sewers and shall have no evidence of leaks in the pipe or connections.

3.02 GRAVITY MAIN REQUIREMENTS BEFORE CCTV INSPECTION

- A. All manhole flow channels and benching per specifications shall be constructed and coated (if applicable) prior to CCTV inspection.
- B. CCTV inspections shall be received, reviewed and approved by the City prior to installation of pavement.
- C. The Contractor shall clean gravity mains to remove debris and stains from the pipe prior to televising. Flushing water or debris will not be allowed to enter pump station wet wells. Water will be pumped from the sewer system during flushing to an acceptable discharge location. A visual inspection shall be made and all obstructions removed.

- D. Gravity Mains/Pipes that are dirty (dirty walls and/or debris in the inverts) shall be re-flushed and cleaned before rescheduling a CCTV inspection. If necessary, swabbing may be required of specific sections of pipe.
- E. The Contractor shall pass a mandrel through the PVC pipe to confirm ring deflection in excess of five (5%) percent. The base inside diameter shall be used to determine mandrel size as per ASTM D 3034.
- F. Dewatering system shall not be operated within forty-eight (48) hours prior to CCTV inspection.
- G. Backfill from the gravity main to the subgrade shall be compacted and stabilized for inspection and cleaning vehicle access prior to CCTV.

3.03 NOTIFICATION

- A. Contractor shall notify the City a minimum of forty-eight (48) hours prior to performing any CCTV gravity main inspection work.

3.04 TELEVISIONING OF GRAVITY MAINS

- A. Wherever possible, gravity mains shall be televised in the downstream direction.
- B. Sufficient water shall be run through each section of main until water runs through each downstream manhole no more than twenty-four (24) hours prior to televising.
- C. Gravity mains shall be televised from manhole to manhole utilizing a three hundred sixty (360°) degree pan and tilt color camera driven through at a moderate rate of speed not more than thirty (30') feet per min. The camera shall be of the self-propelled tractor type with a measuring device mounted to the front capable of being read as the tractor moves and capable of accurately measuring depth of standing water up to, and including, three (3") inches.
- D. Begin video recording at the top of the manhole to see the condition of the manhole and any pipe that is connected to the manhole. Record going down into the manhole all the way to the preset footage with continuous recording until the downstream manhole.
- E. Lighting should be set to allow for clear visibility without excessive reflection and should allow realistic colors to be visible.
- F. The iris of the camera should be adjusted to allow for a sharp focused image and the lens should be kept clean and free of obstructions.
- G. The operator should follow the manufacturer's instructions to achieve the proper color correction.
- H. All notes or coded references shall have footages recorded with them
- I. The camera should be centered within the pipe.

- J. The distance between manhole centers shall be accurate within point five (0.5%) percent.
- K. The camera shall be stopped at all laterals adjusted for a clear picture and an orbital scan of the lateral taken pausing at the invert at the service lateral to detect dirt or infiltration.
- L. All laterals shall be televised when reaching the lateral if a launch type camera is utilized.
- M. The camera shall also be stopped at any suspected or confirmed defects, the focus properly adjusted and a clear digital video taken.
- N. Areas suspected of leaking shall be paused long enough to determine if a leak exists currently or if deposits have occurred.
- O. A digital photo shall be taken of all areas noted on the report including laterals and any confirmed or suspected defects.
- P. Manholes upstream and downstream shall be measured from rim to invert and the depth recorded on the inspection header in feet and inches.
- Q. Manhole material and defects shall be noted.
- R. Manholes that have laterals tied into them shall have sufficient water ran through them and a CCTV inspection to the property line will be conducted.

3.05 CCTV QAP/QC INSPECTION PROCEDURES AND CAUSES FOR REJECTION OF CCTV WORK

- A. The Contractor shall submit their Quality Assurance Plan and Quality Control procedures to the City. The Contractor shall ensure data quality and submit the results of the internal quality control checks performed on submitted data.
- B. UTILITIES will perform quality control checks on submitted inspection data. Failure to meet the minimum accuracy noted below will be cause for rejection of submitted data. The following is the QC procedure to be employed by UTILITIES and serves as the minimum requirements for the Contractor.
 - 1. The Contractor shall review a minimum of five (5%) percent of the total inspections by each PACP certified operator entering the field CCTV data. The Contractor shall number the inspection reports in the order they were inspected.
 - 2. The Contractor shall number the inspection reports in the order they were inspected.
 - 3. Each inspection report that corresponds to the random numbers will be marked for review, the inspection report printed and the video copied to the QAP/QC directory.
 - 4. Each selected inspection report will be reviewed in detail against the inspection digital video.

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5. Each field that is populated and those that should have been populated will be counted to produce a "number of fields checked" for the required header information and detailed inspection information. The fields with errors, or missing data, regardless of the error will be totaled to determine the "error count". The accuracy level will then be calculated as follows: $[100 - ((\text{error count} / \text{number of fields checked}) * 100) = \text{accuracy percentage}]$
6. Utilities will review Contractor's quality control report and review an additional five (5%) percent or more inspections to insure Contractor's quality of work has been met.
7. The accuracy of each PACP certified operator entering the field CCTV data shall meet or exceed ninety (90%) percent. Submittals where the accuracy level falls below ninety (90%) percent will be returned in their entirety for re-inspection and/or resubmittal.

3.06 GRAVITY MAIN INSPECTION CCTV REPORT

- A. The Contractor will be required to submit the following deliverables on a weekly basis.
 1. Inspection Reports to include:
 - a. Inspection session header information (see required fields above).
 - b. Defect log report including photo captures from CCTV video.
 - c. Schematic drawing of pipe showing defects.
 - d. Format: Adobe Acrobat PDF files – One (1) report PDF per pipe File name: <upstream MH ID>_<downstream MH ID>_<Date (year_mo_day format)>.PDF Example: 30060002_30060001_2010_02_16.pdf).
- B. The Contractor shall submit quality control forms that include a hard copy print out of the inspection reports checked with errors and omissions clearly marked.
- C. Inspection video files on DVD or portable hard drive, labeled as follows: DVD/Hard drive Labels - Typed labels shall be attached to the face of each DVD. The typed index labels shall include the following information:
 1. Content (CCTV) .
 2. Contractor name .
 3. Purpose of Survey.
 4. Tributary Pump station number.

5. Reaches included (from Manhole Number ## to Manhole Number ##).
6. Date of survey.
7. Contract Number / Delivery Order Number. (if applicable)
 - a. Electronic Inspection Data stored and exported in a NASSCO Pipeline Assessment and Certification Program (PACP) compliant Microsoft Access database (.MDB) version 4.4 delivered on DVD or portable hard drive.
 - b. Inspection photograph digital files (jpeg) indexed to NASSCO PACP compliant database.

3.07 CAUSES FOR REJECTION OF GRAVITY MAINS

- A. The Contractor shall be required to replace the pipeline if the acceptance or bond CCTV inspection reveals cracked, broken or defective pipe, and/or in the case of PVC pipe a ring deflection in excess of five (5%) percent.
- B. Joint separation shall be no greater than two (2") inches between the spigot and bell of the pipe.
- C. No evidence of leakage will be acceptable for private gravity mains connecting to UTILITIES' collection system.
- D. The following NASSCO PACP codes or notes shall be cause for rejection of gravity sewer systems;
 1. PACP coding of "Line" (L) shall be accompanied by a measurement of the line, grade or angular deviation. Variance of established line and grade at any point along the length of the pipe shall not be greater than one (1") inch, provided such variation does not result in a level or reverse sloping invert. An approved method shall be used to determine this deviation. A PACP coding of MW LS with a percentage of pipe greater than twelve and one half (12.5%) percent on eight (8") inch sewer, fifteen (15%) percent on ten (10") inch sewer etc. will be corrected by excavation and repair.
 2. PACP coding of "Infiltration" (I) for pipe joints shall be replaced or the pipe joint shall be reseated at the joint. Grouting shall not be considered a method of repair and will not be accepted. Replace the leaking gravity main segment if there is visible infiltration at any point other than the pipe joint.
 3. Any PACP coding in the category of "Structural Family".
 4. PVC pipe having ID tears will be rejected.
 5. PACP condition grading of "OB" (obstruction) in pipe shall be rejected, the obstruction shall be removed and the line cleaned and re-televised.

3.08 TESTING AND INSPECTION OF MANHOLES

- A. Leakage Test: There shall be no visible leakage through the walls or pipe connections.
- B. Vacuum Test: All manholes shall be required to meet the requirements of the vacuum test as per the current ASTM C 1244 "Standard Test Method for Concrete Sewer Manholes by the negative Air Pressure (Vacuum) Test" prior to acceptance. Manholes that fail the vacuum test or that develop a leak during the one (1) year warranty period shall be rejected, removed and replaced with new material at no cost to the CITY. No field repair shall be approved.
- C. Manhole Inspections:
 - 1. The quality of all materials, the process of manufacture, and the finished sections shall be subject to inspection and approval by the City. Such inspection may be made at the place of manufacture and/or at the site after delivery, or at both places. The sections shall be subject to rejection at any time due to failure to meet any of the specification requirements; even though sample sections may have been accepted as satisfactory at the place of manufacture. Sections rejected after delivery to the job shall be marked for identification and shall be immediately removed from the job. All sections or joints, which have been damaged, will be rejected, removed from the site and replaced with new material. If already installed, rejected section shall be removed and replaced entirely at the Contractor's expense.
 - 2. At the time of inspection, the sections will be carefully examined for compliance with the specified ASTM 478 "Standard Specification for Precast Reinforced Concrete Manhole Sections", and with the approved manufacturer's drawings. All sections shall be inspected for general appearance, dimension, "scratch-strength" blisters, cracks, roughness, soundness, etc. The surface shall be dense and close-textured. Installed manholes shall be inspected for proper filling and coating of the lifting holes and proper installation of any liner, coating or shrink-wrap.

3.09 TESTING OF WASTEWATER FORCE MAINS

- A. Tracing Wire System: All wastewater force mains shall be installed per City Standard Drawings and shall pass a continuity check with an approved tracing system before acceptance by the City.
- B. Inspection of Wastewater Air Release Valves:
- C. After completion of the pressure test the ARV shutoff valve shall be opened and the City shall test the ARV for proper connection and operation.
- D. Inspection of Plug Valves and Valve Boxes: Valves shall be opened wide, then tightly closed and the various nut and bolts shall be tested for tightness. Any valve that does not operate correctly shall be replaced. Valve boxes shall be properly marked and checked for installation as per the City Standard Drawings. Operating nuts, extensions and upper guides shall not interfere with valve operation. Before acceptance by the City valve boxes shall be adjusted to finished grade with the operating nut properly centered and shall have a "V" notched in the curb or street in the absence of a curb directly opposite the valve box.
- E. Hydrostatic Pressure Testing:

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1. Hydrostatic tests shall consist of pressure and leakage tests. Air testing of pressure pipes will not be permitted under any circumstance. Testing shall be performed from in-line valve to in-line valve with a depressurized section behind each valve. The Contractor shall pressure test both sides of the valve. The Contractor shall furnish all necessary testing material and equipment to perform this test. The City will monitor and approve a satisfactory test. Multiple sections may be tested simultaneously providing there are dead sections in between each pressure tested section.
2. All pipe sections to be pressure tested shall be subjected to a hydrostatic pressure of one hundred (100) psi. The duration of each pressure test shall be for a period of two (2) hours. If during the test, the integrity of the tested line is in question, the City may require a six (6) hour pressure test. The basic provisions of AWWA C600 shall be applicable.
3. Procedure for Pressure Test: Each section of pipe, inclusive of all appurtenances to be tested, as determined by the City, shall be slowly filled with water and the specified test pressure shall be applied by means of a pump connected to the pipe in a satisfactory manner. Before applying the specified test pressure, all air shall be expelled from the pipe. To accomplish this, taps shall be made and appropriate valves installed to ensure bleeding of all air from the main. If defective pipes, fittings or valves are discovered during this pressure test, all such items shall be removed and replaced by the Contractor with sound material and the test shall be repeated until satisfactory results are obtained. Provisions of the current AWWA C600, where applicable, shall apply.

F. Hydrostatic Leakage Testing:

1. Procedure for Leakage Test: After completion of the pressure test, a leakage test shall be conducted to determine the quantity of water lost by leakage under the specified test pressure. Applicable provisions of AWWA C600 shall apply.
 - a. Allowable leakage in gallons per hour for pipeline shall not be greater than that determined by the formula:
$$L = \frac{SD(P)^{0.5}}{148,000}$$

Note: L = Allowable leakage in gallons per hour.
S = Length of pipe tested, in feet.
D = Nominal diameter of the pipe in inches.
P = Average test pressure, pounds per square inch

- b. Leakage is defined as the quantity of water to be supplied in the installed pipe or any valve section under test, which is necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled. Should any test of pipe installed disclose leakage greater than that allowed, the Contractor shall locate and replace or repair the defective joints, pipe or valve until subsequent testing is within the specified leakage allowance.

PART 4ACCEPTANCE

Note: All products and materials used for the construction of this project shall be in accordance with City of Altamonte Springs Standards and per Appendix 'D' of Acceptable Materials.

4.01. LOCATING/TRACING WIRE CHECK

- A. Locating/Tracing wire shall be in accordance with City Detail GU004
- B. The Contractor shall be required to perform a continuity test on all locating/tracing wire in the presence of the City's designated representatives using a standard handheld detector to trace the signal. If the locating/tracing wire is found to be not continuous after resting. Contractor shall repair and replace the failed segment of wire. Retesting shall be required until a satisfactory test can be performed.

4.02. ACCEPTANCE

- A. Successful passage of both the leakage test and CCTV inspection is required before acceptance by the City.
- B. Prior to repair or replacement of failed sewer pipe, the method of repair or replacement shall be submitted to the City for approval. Pressure grouting of pipe or manholes shall not be considered as an acceptable method of repair.

END SECTION



ITB-23-009-RS
CITYWIDE INFRASTRUCTURE
POTABLE, SANITARY, RECLAIMED, &
STORMWATER WITH SITE
RESTORATION (ARPA)
ADDENDUM NO. 2

DATE: January 19, 2023
TO: All Interested Bidders and Other Interested Parties
FROM: Roxana Siaca, Procurement Manager

The City makes the following changes, additions, deletions, information, and/or clarifications and now considers the addendum a part of the Invitation to Bid (ITB) Document. Bidders must acknowledge receipt of this addendum by indicating receipt in the space provided on the Proposal Bid Form. If the bidder has already submitted the Proposal Bid Form to the City's Procurement Division, the Bidder should sign and return this addendum in a sealed envelope or revise their electronic submission to include this addendum. The envelope should include the company name and address, the bid number, opening date and time, and "Addendum No: 2". In any case, the submission of a bid is acknowledgment of receipt of the addendum. The City will construe all bids received as though the Bidder has received and acknowledged the addendum.

Below is the City's reply to **RFIs** (Request for Information – a/k/a bid inquiries or questions):

- Q1:** The spreadsheet on Base Bid A and B it states the following verbiage below. Is this accurate? Can the contractor choose to bid on certain items. If so, will there be multiple contractors working on certain scopes per WO?
- A1:** This statement is accurate. If the Vendor is not able to quote on a line item, they must place a N/B on the line item section. The City will evaluate responses accordingly. Please see Sections 2.23.1 and 3.1.2 of the ITB document in regards to award methodology.

The attached document is hereby added to this solicitation:

- ITB-23-009-RS Bid Bond

ACKNOWLEDGMENT - Addendum #2


Cathcart Construction Company-Florida LLC

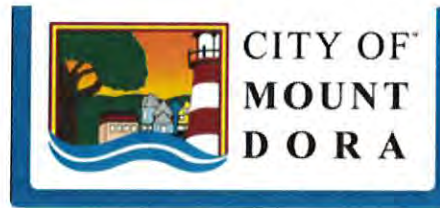
Company Name

Signature of Officer

Matt T. Blanton, President

Type/Print Officer's Name & Title

EXHIBIT B



Piggyback Unit Costs to the City of Mount based upon agreement with the City of Altamonte Springs Contract AB23-009 for Water, Wastewater, and Reclaimed Water Utility Infrastructure

Base Bid A :

Contractual and Emergency Services Maximum Unit Pricing

Pay Item No.	Descriptions	Unit	Qty	Maximum Unit Price	Extended Price
1.00 Mobilization, Traffic Control and Project Documentation					
1.01	Mobilization / Demobilization (Not to Exceed 12% of Contract Value)	%	1	\$ 10.00	\$ 10.00
1.02	Maintenance of Traffic (Not to Exceed 5% of contract Value)	%	1	\$ 5.00	\$ 5.00
1.03	Arrow Board / Advance Warning Flashing	ED	1	\$ 25.00	\$ 25.00
1.04	Portable Changeable Message Sign	ED	1	\$ 55.00	\$ 55.00
1.05	Pre Construction Video of Work Area	EA	1	\$ 2,500.00	\$ 2,500.00
1.06	Utility System Record Drawings	EA/1000 LF	1	\$ 1,750.00	\$ 1,750.00
1.07	FDEP Partial Clearance Testing/Certification Potable Water System	EA	1	\$ 2,500.00	\$ 2,500.00
1.08	FDEP Partial Clearance Testing/Certification Sanitary System	EA	1	\$ 1,750.00	\$ 1,750.00
1.09	FDEP Final Clearance Testing/Certification Potable Water System	EA	1	\$ 3,000.00	\$ 3,000.00
1.10	FDEP Final Clearance Testing/Certification Sanitary System	EA	1	\$ 1,750.00	\$ 1,750.00
				Subtotal	\$ 13,345.00
2.00 General Site Work and Site Protection					
2.01	Sediment Barrier (Silt Fence)	LF	1	\$ 3.00	\$ 3.00
2.02	Inlet Protection System	EA	1	\$ 350.00	\$ 350.00
2.03	Clearing and Grubbing Within the ROW	SY	1	\$ 18.00	\$ 18.00
2.04	Removal of Existing Structure	SF	1	\$ 150.00	\$ 150.00
2.05	Removal of Existing Concrete Pavement - Sidewalks & Driveways	SY	1	\$ 15.00	\$ 15.00
2.06	Regular Excavation	CY	1	\$ 30.00	\$ 30.00
2.07	Borrow Excavation, Truck Measure	CY	1	\$ 35.00	\$ 35.00
2.08	Embankment	CY	1	\$ 30.00	\$ 30.00
2.09	Flowable Fill - Excavatable Type	CY	1	\$ 450.00	\$ 450.00
2.10	Excavation for Structures	CY	1	\$ 25.00	\$ 25.00
				Subtotal	\$ 1,106.00
3.00 Water Main Potable/Reclaimed (Including fittings, pipe, materials and restoration)					
3.01	Utility Pipe, F&I, Water Potable/Reclaimed, 2" PVC DR18	LF	1	\$ 25.00	\$ 25.00
3.02	Utility Pipe, F&I, Water Potable/Reclaimed, 4" PVC DR18	LF	1	\$ 40.00	\$ 40.00
3.03	Utility Pipe, F&I, Water Potable/Reclaimed, 6" PVC DR18	LF	1	\$ 65.00	\$ 65.00
3.04	Utility Pipe, F&I, Water Potable/Reclaimed, 8" PVC DR18	LF	1	\$ 90.00	\$ 90.00
3.05	Utility Pipe, F&I, Water Potable/Reclaimed, 10" PVC DR18	LF	1	\$ 100.00	\$ 100.00
3.06	Utility Pipe, F&I, Water Potable/Reclaimed, 12" PVC DR18	LF	1	\$ 150.00	\$ 150.00
3.07	Utility Pipe, F&I, Water Potable/Reclaimed, 16" PVC DR18	LF	1	\$ 180.00	\$ 180.00
3.08	Utility Pipe, F&I, Water Potable/Reclaimed 4" Directional Drill HDD/HDPE	LF	1	\$ 95.00	\$ 95.00
3.09	Utility Pipe, F&I, Water Potable/Reclaimed 6" Directional Drill HDD/HDPE	LF	1	\$ 100.00	\$ 100.00
3.10	Utility Pipe, F&I, Water Potable/Reclaimed 8" Directional Drill HDD/HDPE	LF	1	\$ 120.00	\$ 120.00
3.11	Utility Pipe, F&I, Water Potable/Reclaimed 10" Directional Drill HDD/HDPE	LF	1	\$ 140.00	\$ 140.00
3.12	Utility Pipe, F&I, Water Potable/Reclaimed 12" Directional Drill HDD/HDPE	LF	1	\$ 190.00	\$ 190.00
3.13	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, Galv. 0"-2.5"	LF	1	\$ 20.00	\$ 20.00
3.14	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 2"	LF	1	\$ 20.00	\$ 20.00
3.15	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 4"	LF	1	\$ 25.00	\$ 25.00

EXHIBIT B

3.17	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 8"	LF	1	\$	35.00	\$	35.00
3.18	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 10"	LF	1	\$	40.00	\$	40.00
3.19	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 12"	LF	1	\$	40.00	\$	40.00
3.20	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 16"	LF	1	\$	50.00	\$	50.00
3.21	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 0"-1.9"	LF	1	\$	15.00	\$	15.00
3.22	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 2"	LF	1	\$	15.00	\$	15.00
3.23	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 4"	LF	1	\$	15.00	\$	15.00
3.24	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 6"	LF	1	\$	25.00	\$	25.00
3.25	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 8"	LF	1	\$	25.00	\$	25.00
3.26	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 10"	LF	1	\$	25.00	\$	25.00
3.27	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 12"	LF	1	\$	25.00	\$	25.00
3.28	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 16"	LF	1	\$	35.00	\$	35.00
3.29	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 2"	EA	1	\$	150.00	\$	150.00
3.30	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 4"	EA	1	\$	400.00	\$	400.00
3.31	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 6"	EA	1	\$	500.00	\$	500.00
3.32	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 8"	EA	1	\$	800.00	\$	800.00
3.33	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 10"	EA	1	\$	1,200.00	\$	1,200.00
3.34	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 12"	EA	1	\$	1,400.00	\$	1,400.00
3.35	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 16"	EA	1	\$	3,400.00	\$	3,400.00
3.36	Utility Pipe, Existing Valve Box Adjust to Grade with Concrete Collar	EA	1	\$	450.00	\$	450.00
					Subtotal	\$	10,035.00
5.00 Utility - Water Services (Including fittings, pipe, materials and restoration)							
5.01	Utility Fixture, F&I, Water, Meter and Meter Box on 0"-1.9" WM	EA	1	\$	850.00	\$	850.00
5.02	Utility Fixture, F&I, Water, Backflow Assembly on 0"-1.9" WM	EA	1	\$	1,100.00	\$	1,100.00
5.03	Utility Fixture, F&I, Water, Saddle on 0"-1.9" WM	EA	1	\$	200.00	\$	200.00
5.04	Utility Fixture, F&I, Water, Gate Valve Assembly on 0"-1.9" WM	EA	1	\$	500.00	\$	500.00
5.05	Utility Fixture, F&I, Water, Meter and Meter Box on 2" WM	EA	1	\$	900.00	\$	900.00
5.06	Utility Fixture, F&I, Water, Saddle on 2" WM	EA	1	\$	250.00	\$	250.00
5.07	Utility Fixture, F&I, Water, Gate Valve Assembly on 2" WM	EA	1	\$	800.00	\$	800.00
5.08	Utility Fixture, F&I, Water, Line Stop Assembly on 2" WM	EA	1	\$	4,000.00	\$	4,000.00
5.09	Utility Fixture, F&I, Water, Mech Joint Restraint on 2" WM	EA	1	\$	100.00	\$	100.00
5.10	Utility Fixture, F&I, Water, Meter and Meter Box on 4" WM	EA	1	\$	1,500.00	\$	1,500.00
5.11	Utility Fixture, F&I, Water, Saddle on 4" WM	EA	1	\$	750.00	\$	750.00
5.12	Utility Fixture, F&I, Water, Gate Valve Assembly on 4" WM	EA	1	\$	2,000.00	\$	2,000.00
5.13	Utility Fixture, F&I, Water, Line Stop Assembly on 4" WM	EA	1	\$	6,000.00	\$	6,000.00
5.14	Utility Fixture, F&I, Water, Mech Joint Restraint on 4" WM	EA	1	\$	250.00	\$	250.00
5.15	Utility Fixture, F&I, Water, Meter and Meter Box on 6" WM	EA	1	\$	1,500.00	\$	1,500.00
5.16	Utility Fixture, F&I, Water, Saddle on 6" WM	EA	1	\$	750.00	\$	750.00
5.17	Utility Fixture, F&I, Water, Gate Valve Assembly on 6" WM	EA	1	\$	2,400.00	\$	2,400.00
5.18	Utility Fixture, F&I, Water, Line Stop Assembly on 6" WM	EA	1	\$	7,000.00	\$	7,000.00
5.19	Utility Fixture, F&I, Water, Mech Joint Restraint on 6" WM	EA	1	\$	350.00	\$	350.00
5.20	Utility Fixture, F&I, Water, Meter and Meter Box on 8" WM	EA	1	\$	1,500.00	\$	1,500.00
5.21	Utility Fixture, F&I, Water, Saddle on 8" WM	EA	1	\$	850.00	\$	850.00
5.22	Utility Fixture, F&I, Water, Gate Valve Assembly on 8" WM	EA	1	\$	3,300.00	\$	3,300.00
5.23	Utility Fixture, F&I, Water, Line Stop Assembly on 8" WM	EA	1	\$	9,000.00	\$	9,000.00
5.24	Utility Fixture, F&I, Water, Mech Joint Restraint on 8" WM	EA	1	\$	400.00	\$	400.00
5.25	Utility Fixture, F&I, Water, Meter and Meter Box on 10" WM	EA	1	\$	1,500.00	\$	1,500.00
5.26	Utility Fixture, F&I, Water, Saddle on 10" WM	EA	1	\$	950.00	\$	950.00
5.27	Utility Fixture, F&I, Water, Gate Valve Assembly on 10" WM	EA	1	\$	5,500.00	\$	5,500.00
5.28	Utility Fixture, F&I, Water, Line Stop Assembly on 10" WM	EA	1	\$	14,000.00	\$	14,000.00
5.29	Utility Fixture, F&I, Water, Mech Joint Restraint on 10" WM	EA	1	\$	500.00	\$	500.00
5.30	Utility Fixture, F&I, Water, Meter and Meter Box on 12" WM	EA	1	\$	1,500.00	\$	1,500.00
5.31	Utility Fixture, F&I, Water, Saddle on 12" WM	EA	1	\$	1,200.00	\$	1,200.00
5.32	Utility Fixture, F&I, Water, Gate Valve Assembly on 12" WM	EA	1	\$	7,000.00	\$	7,000.00
5.33	Utility Fixture, F&I, Water, Line Stop Assembly on 12" WM	EA	1	\$	15,000.00	\$	15,000.00
5.34	Utility Fixture, F&I, Water, Mech Joint Restraint on 12" WM	EA	1	\$	550.00	\$	550.00
5.35	Utility Fixture, F&I, Water, Meter and Meter Box on 16" WM	EA	1	\$	2,500.00	\$	2,500.00
5.36	Utility Fixture, F&I, Water, Saddle on 16" WM	EA	1	\$	1,400.00	\$	1,400.00
5.37	Utility Fixture, F&I, Water, Gate Valve Assembly on 16" WM	EA	1	\$	12,500.00	\$	12,500.00
5.38	Utility Fixture, F&I, Water, Line Stop Assembly on 16" WM	EA	1	\$	21,000.00	\$	21,000.00
5.39	Utility Fixture, F&I, Water, Mech Joint Restraint on 16" WM	EA	1	\$	1,200.00	\$	1,200.00
5.40	Utility Fixture, F&I, 1" Single Short Water Service on 0"-2"	EA	1	\$	800.00	\$	800.00
5.41	Utility Fixture, F&I, 1" Single Long Water Service on 0"-2"	EA	1	\$	2,000.00	\$	2,000.00
5.42	Utility Fixture, F&I, 1.5" Double Short Water Service on 0"-2"	EA	1	\$	800.00	\$	800.00
5.43	Utility Fixture, F&I, 1.5" Double Long Water Service on 0"-2"	EA	1	\$	2,000.00	\$	2,000.00
5.44	Utility Fixture, F&I, 1" Single Short Water Service on 3"	EA	1	\$	800.00	\$	800.00
5.45	Utility Fixture, F&I, 1" Single Long Water Service on 3"	EA	1	\$	2,000.00	\$	2,000.00

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5.46	Utility Fixture, F&I, 1.5" Double Short Water Service on 3"	EA	1	\$	800.00	\$	800.00
5.47	Utility Fixture, F&I, 1.5" Double Long Water Service on 3"	EA	1	\$	2,000.00	\$	2,000.00
5.48	Utility Fixture, F&I, 1" Single Short Water Service on 4"	EA	1	\$	850.00	\$	850.00
5.49	Utility Fixture, F&I, 1" Single Long Water Service on 4"	EA	1	\$	2,050.00	\$	2,050.00
5.50	Utility Fixture, F&I, 1.5" Double Short Water Service on 4"	EA	1	\$	1,400.00	\$	1,400.00
5.51	Utility Fixture, F&I, 1.5" Double Long Water Service on 4"	EA	1	\$	2,400.00	\$	2,400.00
5.52	Utility Fixture, F&I, 1" Single Short Water Service on 6"	EA	1	\$	900.00	\$	900.00
5.53	Utility Fixture, F&I, 1" Single Long Water Service on 6"	EA	1	\$	2,100.00	\$	2,100.00
5.54	Utility Fixture, F&I, 1.5" Double Short Water Service on 6"	EA	1	\$	1,400.00	\$	1,400.00
5.55	Utility Fixture, F&I, 1.5" Double Long Water Service on 6"	EA	1	\$	2,400.00	\$	2,400.00
5.56	Utility Fixture, F&I, 1" Single Short Water Service on 8"	EA	1	\$	950.00	\$	950.00
5.57	Utility Fixture, F&I, 1" Single Long Water Service on 8"	EA	1	\$	2,200.00	\$	2,200.00
5.58	Utility Fixture, F&I, 1.5" Double Short Water Service on 8"	EA	1	\$	1,700.00	\$	1,700.00
5.59	Utility Fixture, F&I, 1.5" Double Long Water Service on 8"	EA	1	\$	2,700.00	\$	2,700.00
5.60	Utility Fixture, F&I, 1" Single Short Water Service on 10"	EA	1	\$	1,000.00	\$	1,000.00
5.61	Utility Fixture, F&I, 1" Single Long Water Service on 10"	EA	1	\$	2,300.00	\$	2,300.00
5.62	Utility Fixture, F&I, 1.5" Double Short Water Service on 10"	EA	1	\$	1,700.00	\$	1,700.00
5.63	Utility Fixture, F&I, 1.5" Double Long Water Service on 10"	EA	1	\$	2,700.00	\$	2,700.00
5.64	Utility Fixture, F&I, 1" Single Short Water Service on 12"	EA	1	\$	1,000.00	\$	1,000.00
5.65	Utility Fixture, F&I, 1" Single Long Water Service on 12"	EA	1	\$	2,300.00	\$	2,300.00
5.66	Utility Fixture, F&I, 1.5" Double Short Water Service on 12"	EA	1	\$	1,700.00	\$	1,700.00
5.67	Utility Fixture, F&I, 1.5" Double Long Water Service on 12"	EA	1	\$	2,700.00	\$	2,700.00
5.68	Utility Fixture, F&I, Single Meter Box	EA	1	\$	850.00	\$	850.00
5.69	Utility Fixture, F&I, Double Meter Box	EA	1	\$	1,500.00	\$	1,500.00
5.70	Utility Fixture, F&I, 2" Blow-off Assembly Complete w/Box	AS	1	\$	2,400.00	\$	2,400.00
5.71	Utility Fixture, Existing Meter Box Adjust to Grade	EA	1	\$	550.00	\$	550.00
						Subtotal	\$ 185,500.00

6.00 Fire Hydrants

6.01	Fire Hydrant Assembly, Standard 3 Way, F&I, 6" Unit	EA	1	\$	8,000.00	\$	8,000.00
6.02	Fire Hydrant, Existing, Adjust & Modify	EA	1	\$	4,000.00	\$	4,000.00
6.03	Fire Hydrant Relocate Existing	EA	1	\$	4,000.00	\$	4,000.00
6.04	Fire Hydrant Remove	EA	1	\$	2,500.00	\$	2,500.00
6.05	FH Assembly Connection Fitting - 6" x 6" x 6" MJ Tee - FH to Main Line Only	EA	1	\$	1,500.00	\$	1,500.00
6.06	FH Assembly Connection Fitting - 8" x 8" x 6" MJ Tee - FH to Main Line Only	EA	1	\$	2,000.00	\$	2,000.00
6.07	FH Assembly Connection Fitting - 10" x 10" x 6" MJ Tee - FH to Main Line Only	EA	1	\$	2,500.00	\$	2,500.00
6.08	FH Assembly Connection Fitting - 12" x 12" x 6" MJ Tee - FH to Main Line Only	EA	1	\$	3,500.00	\$	3,500.00
6.09	FH Assembly Connection Fitting - 6" MJ 90° Elbow - FH to Main Line Only	EA	1	\$	350.00	\$	350.00
6.10	FH Assembly Connection Fitting - 8" MJ 90° Elbow - FH to Main line Only	EA	1	\$	450.00	\$	450.00
6.11	FH Assembly Connection Fitting - 10" MJ 90° Elbow - FH to Main line Only	EA	1	\$	650.00	\$	650.00
6.12	FH Assembly Connection Fitting - 12" MJ 90° Elbow - FH to Main line Only	EA	1	\$	750.00	\$	750.00
						Subtotal	\$ 30,200.00

7.00 Utility - Sewer Service (Including fittings, pipe, materials and restoration)

7.01	Utility Pipe, F&I, Sewer Gravity, 6" PVC DR25 *(for Services and Laterals Only)	LF	1	\$	200.00	\$	200.00
7.02	Utility Pipe, F&I, Sewer Gravity, 8" PVC DR25	LF	1	\$	275.00	\$	275.00
7.03	Utility Pipe, F&I, Sewer Gravity, 10" PVC DR25	LF	1	\$	300.00	\$	300.00
7.04	Utility Pipe, F&I, Sewer Gravity, 12" PVC DR25	LF	1	\$	350.00	\$	350.00
7.05	Utility Pipe, F&I, Sewer Gravity, 14" PVC DR25	LF	1	\$	350.00	\$	350.00
7.06	Utility Pipe, F&I, Sewer Gravity, 16" PVC DR25	LF	1	\$	500.00	\$	500.00
7.07	Utility Pipe, F&I, Sewer Gravity, 18" PVC DR25	LF	1	\$	600.00	\$	600.00
7.08	Utility Pipe, F&I, Sewer Gravity, 20" PVC DR25	LF	1	\$	750.00	\$	750.00
7.09	Utility Pipe, F&I, Sewer Gravity, 24" PVC DR25	LF	1	\$	800.00	\$	800.00
7.10	Utility Pipe, F&I, Sewer Forcemain, 6" PVC DR18	LF	1	\$	55.00	\$	55.00
7.11	Utility Pipe, F&I, Sewer Forcemain, 8" PVC DR18	LF	1	\$	85.00	\$	85.00
7.12	Utility Pipe, F&I, Sewer Forcemain, 10" PVC DR18	LF	1	\$	125.00	\$	125.00
7.13	Utility Pipe, F&I, Sewer Forcemain, 12" PVC DR18	LF	1	\$	175.00	\$	175.00
7.14	Utility Pipe, F&I, Sewer Forcemain, 16" PVC DR18	LF	1	\$	250.00	\$	250.00
7.15	Utility Pipe, F&I, Sewer Forcemain, 8" DIP	LF	1	\$	175.00	\$	175.00
7.16	Utility Pipe, F&I, Sewer Forcemain, 10" DIP	LF	1	\$	210.00	\$	210.00
7.17	Utility Pipe, F&I, Sewer Forcemain, 12" DIP	LF	1	\$	240.00	\$	240.00
7.18	Utility Pipe, F&I, Sewer Forcemain, 16" DIP	LF	1	\$	300.00	\$	300.00
7.19	Utility Pipe, Sewer, Remove/Dispose, 6"	LF	1	\$	30.00	\$	30.00
7.20	Utility Pipe, Sewer, Remove/Dispose, 8"	LF	1	\$	35.00	\$	35.00
7.21	Utility Pipe, Sewer, Remove/Dispose, 10"	LF	1	\$	40.00	\$	40.00

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7.22	Utility Pipe, Sewer, Remove/Dispose, 12"	LF	1	\$	40.00	\$	40.00
7.23	Utility Pipe, Sewer, Remove/Dispose, 16"	LF	1	\$	50.00	\$	50.00
7.24	Utility Pipe, Cure-In-Place, Sewer, Existing Clay, 6"	LF	1	\$	120.00	\$	120.00
7.25	Utility Pipe, Cure-In-Place, Sewer, Existing Clay, 8"	LF	1	\$	140.00	\$	140.00
7.26	Utility Pipe, Cure-In-Place, Sewer, Existing Clay, 10"	LF	1	\$	160.00	\$	160.00
7.27	Utility Pipe, Cure-In-Place, Sewer, Existing Clay, 12"	LF	1	\$	180.00	\$	180.00
7.28	Utility Fixture, F&I, 6" Sewer Service Fitting to 6" Gravity Main	EA	1	\$	600.00	\$	600.00
7.29	Utility Fixture, F&I, 6" Sewer Service Fitting to 8" Gravity Main	EA	1	\$	750.00	\$	750.00
7.30	Utility Fixture, F&I, 6" Sewer Service Fitting to 10" Gravity Main	EA	1	\$	750.00	\$	750.00
7.31	Utility Fixture, F&I, 6" Sewer Service Fitting to 11" to 12" Gravity Main	EA	1	\$	850.00	\$	850.00
7.32	Utility Fixture, F&I, 6" Sewer Service Fitting to 13" to 14" Gravity Main	EA	1	\$	850.00	\$	850.00
7.33	Utility Fixture, F&I, 6" Sewer Service Fitting to 15" to 16" Gravity Main	EA	1	\$	1,500.00	\$	1,500.00
7.34	Utility Fixture, F&I, 6" Sewer Service Fitting to 17" to 18" Gravity Main	EA	1	\$	2,000.00	\$	2,000.00
7.35	Utility Fixture, F&I, 6" Sewer Service Fitting to 20" to 21" Gravity Main	EA	1	\$	2,500.00	\$	2,500.00
7.36	Utility Fixture, F&I, 6" Sewer Service Fitting to 22" to 24" Gravity Main	EA	1	\$	3,000.00	\$	3,000.00
7.37	Utility Fixture, F&I, 4" Cleanout Sewer	EA	1	\$	550.00	\$	550.00
7.38	Utility Fixture, F&I, 6" Cleanout Sewer	EA	1	\$	650.00	\$	650.00
7.39	Lining of Existing Sewer Manhole	EA	1	\$	7,000.00	\$	7,000.00
7.40	Sewer Manhole Complete	EA	1	\$	12,000.00	\$	12,000.00
7.41	Connect to Existing Sewer Manhole	EA	1	\$	2,500.00	\$	2,500.00
						Subtotal	\$ 42,035.00
8.00 Reclaimed Water Service (Including fittings, pipe, materials and restoration)							
8.01	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 0"-1.9"	EA	1	\$	850.00	\$	850.00
8.02	Utility Fixture, F&I, Reclaimed, Backflow Assembly on 0"-1.9"	EA	1	\$	1,100.00	\$	1,100.00
8.03	Utility Fixture, F&I, Reclaimed, Saddle on 0"-1.9"	EA	1	\$	200.00	\$	200.00
8.04	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 0"-1.9"	EA	1	\$	500.00	\$	500.00
8.05	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 2"	EA	1	\$	900.00	\$	900.00
8.06	Utility Fixture, F&I, Reclaimed, Backflow Assembly on 2"	EA	1	\$	1,100.00	\$	1,100.00
8.07	Utility Fixture, F&I, Reclaimed, Saddle on 2"	EA	1	\$	250.00	\$	250.00
8.08	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 2"	EA	1	\$	800.00	\$	800.00
8.09	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 2"	EA	1	\$	4,000.00	\$	4,000.00
8.10	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 2"	EA	1	\$	100.00	\$	100.00
8.11	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 4"	EA	1	\$	1,500.00	\$	1,500.00
8.12	Utility Fixture, F&I, Reclaimed, Saddle on 4"	EA	1	\$	750.00	\$	750.00
8.13	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 4"	EA	1	\$	2,000.00	\$	2,000.00
8.14	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 4"	EA	1	\$	6,000.00	\$	6,000.00
8.15	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 4"	EA	1	\$	250.00	\$	250.00
8.16	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 6"	EA	1	\$	1,500.00	\$	1,500.00
8.17	Utility Fixture, F&I, Reclaimed, Saddle on 6"	EA	1	\$	750.00	\$	750.00
8.18	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 6"	EA	1	\$	2,400.00	\$	2,400.00
8.19	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 6"	EA	1	\$	7,000.00	\$	7,000.00
8.20	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 6"	EA	1	\$	350.00	\$	350.00
8.21	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 8"	EA	1	\$	1,500.00	\$	1,500.00
8.22	Utility Fixture, F&I, Reclaimed, Saddle on 8"	EA	1	\$	850.00	\$	850.00
8.23	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 8"	EA	1	\$	3,300.00	\$	3,300.00
8.24	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 8"	EA	1	\$	9,000.00	\$	9,000.00
8.25	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 8"	EA	1	\$	400.00	\$	400.00
8.26	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 10"	EA	1	\$	1,500.00	\$	1,500.00
8.27	Utility Fixture, F&I, Reclaimed, Saddle on 10"	EA	1	\$	950.00	\$	950.00
8.28	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 10"	EA	1	\$	5,500.00	\$	5,500.00
8.29	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 10"	EA	1	\$	14,000.00	\$	14,000.00
8.30	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 10"	EA	1	\$	500.00	\$	500.00
8.31	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 12"	EA	1	\$	1,500.00	\$	1,500.00
8.32	Utility Fixture, F&I, Reclaimed, Saddle on 12"	EA	1	\$	1,200.00	\$	1,200.00
8.33	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 12"	EA	1	\$	7,000.00	\$	7,000.00
8.34	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 12"	EA	1	\$	15,000.00	\$	15,000.00
8.35	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 12"	EA	1	\$	550.00	\$	550.00
8.36	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 16"	EA	1	\$	2,500.00	\$	2,500.00
8.37	Utility Fixture, F&I, Reclaimed, Saddle on 16"	EA	1	\$	1,400.00	\$	1,400.00
8.38	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 16"	EA	1	\$	12,500.00	\$	12,500.00
8.39	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 16"	EA	1	\$	21,000.00	\$	21,000.00
8.40	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 16"	EA	1	\$	1,200.00	\$	1,200.00
8.41	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 0"-2"	EA	1	\$	800.00	\$	800.00
8.42	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 0"-2"	EA	1	\$	2,000.00	\$	2,000.00
8.43	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 0"-2"	EA	1	\$	800.00	\$	800.00
8.44	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 0"-2"	EA	1	\$	2,000.00	\$	2,000.00
8.45	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 3"	EA	1	\$	800.00	\$	800.00

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8.46	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 3"	EA	1	\$	2,000.00	\$	2,000.00
8.47	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 3"	EA	1	\$	1,200.00	\$	1,200.00
8.48	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 3"	EA	1	\$	2,200.00	\$	2,200.00
8.49	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 4"	EA	1	\$	850.00	\$	850.00
8.50	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 4"	EA	1	\$	2,050.00	\$	2,050.00
8.51	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 4"	EA	1	\$	1,400.00	\$	1,400.00
8.52	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 4"	EA	1	\$	2,400.00	\$	2,400.00
8.53	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 6"	EA	1	\$	900.00	\$	900.00
8.54	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 6"	EA	1	\$	2,100.00	\$	2,100.00
8.55	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 6"	EA	1	\$	1,400.00	\$	1,400.00
8.56	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 6"	EA	1	\$	2,400.00	\$	2,400.00
8.57	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 8"	EA	1	\$	950.00	\$	950.00
8.58	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 8"	EA	1	\$	2,200.00	\$	2,200.00
8.59	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 8"	EA	1	\$	1,700.00	\$	1,700.00
8.60	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 8"	EA	1	\$	2,700.00	\$	2,700.00
8.61	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 10"	EA	1	\$	1,000.00	\$	1,000.00
8.62	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 10"	EA	1	\$	2,300.00	\$	2,300.00
8.63	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 10"	EA	1	\$	1,700.00	\$	1,700.00
8.64	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 10"	EA	1	\$	2,700.00	\$	2,700.00
8.65	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 12"	EA	1	\$	1,000.00	\$	1,000.00
8.66	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 12"	EA	1	\$	2,300.00	\$	2,300.00
8.67	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 12"	EA	1	\$	1,700.00	\$	1,700.00
8.68	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 12"	EA	1	\$	2,700.00	\$	2,700.00
8.69	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 16"	EA	1	\$	1,400.00	\$	1,400.00
8.70	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 16"	EA	1	\$	2,400.00	\$	2,400.00
8.71	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 16"	EA	1	\$	2,200.00	\$	2,200.00
8.72	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 16"	EA	1	\$	3,200.00	\$	3,200.00
8.73	Utility Fixture, Meter Relocate and Adjust Box	EA	1	\$	550.00	\$	550.00
8.74	Utility Fixture, F&I, Single Reclaimed Meter Box	EA	1	\$	850.00	\$	850.00
8.75	Utility Fixture, F&I, Double Reclaimed Meter Box	EA	1	\$	1,500.00	\$	1,500.00
						Subtotal	\$ 194,000.00

9.00 Brick Paver Features (Includes demolition, sub-base, concrete, brick, and asphalt restoration work)

9.01	Pavers Architectural Roadway, F&I, Includes Base & Joint Sand	SY	1	\$	150.00	\$	150.00
9.02	Pavers Architectural Sidewalk, F&I, Includes Base & Joint Sand	SY	1	\$	140.00	\$	140.00
9.03	Concrete Class II, Approach Slabs	CY	1	\$	350.00	\$	350.00
9.04	Clearing & Grubbing for Pavers	SY	1	\$	18.00	\$	18.00
9.05	Paver Bendable Drain Pipe 4", F&I, w/Aggregate	LF	1	\$	8.00	\$	8.00
9.06	Paver Drain Clean-out 4", F&I	EA	1	\$	125.00	\$	125.00
9.07	Steel Vehicular Plates, Temp., F&I 8' W x 20' L x 1" thick	EA	2	\$	1,750.00	\$	3,500.00
						Subtotal	\$ 4,291.00

10.00 Concrete Work

10.01	Concrete Curb & Gutter, Type F (Parent of Drop Curb)	LF	1	\$	55.00	\$	55.00
10.02	Concrete Curb & Gutter, Type A	LF	1	\$	45.00	\$	45.00
10.03	Concrete Curb & Gutter, Type B	LF	1	\$	45.00	\$	45.00
10.04	Concrete Curb & Gutter, Type D	LF	1	\$	50.00	\$	50.00
10.05	Concrete Curb & Gutter, Type E	LF	1	\$	50.00	\$	50.00
10.06	Concrete Drop Curb, FDOT	LF	1	\$	50.00	\$	50.00
10.07	Concrete Ribbon Curb 12" Width	LF	1	\$	45.00	\$	45.00
10.08	Concrete Valley Gutter	LF	1	\$	70.00	\$	70.00
10.09	Sidewalk Concrete, 4" Thick	SY	1	\$	65.00	\$	65.00
10.10	Special Sidewalk Finish - Trowel Edge Alternating Broom Fields	SY	1	\$	5.00	\$	5.00
10.11	Single Direction Detectable Warning Mat (New)	EA	1	\$	150.00	\$	150.00
10.12	Dual Direction Detectable Warning (New)Mat	EA	1	\$	300.00	\$	300.00
10.13	Sidewalk/Pavement Concrete, 6" Thick	SY	1	\$	90.00	\$	90.00
10.14	Driveway Apron Concrete, 6" Thick	SY	1	\$	90.00	\$	90.00
10.15	Detectable Warning Mat on Existing Walking Surface	EA	1	\$	150.00	\$	150.00
10.16	Concrete Class NS, Gravity Wall	CY	1	\$	600.00	\$	600.00
10.17	Concrete Traffic Separator, Special - Variable Width	SY	1	\$	130.00	\$	130.00
10.18	Concrete Barrier Wall, Removal	LF	1	\$	50.00	\$	50.00
10.19	Concrete Traffic Railing Barrier, with Junction Slab, 42" 'F' Shape	LF	1	\$	275.00	\$	275.00
10.20	Concrete Surface, Class V Bridge Treatment, Prep & Apply	SF	1	\$	4.00	\$	4.00
10.21	Pressure Wash Existing Curb & Gutter, Sidewalks, & Driveways	SF	1	\$	1.00	\$	1.00
						Subtotal	\$ 2,320.00

11.00 Pavement Restoration (Refer to Section 02010)

EXHIBIT B

11.01	Stabilization Type B (per City Detail)	SY	1	\$	15.00	\$	15.00
11.02	Optional Base Group 06 or 8" Limerock (per City Detail)	SY	1	\$	75.00	\$	75.00
11.03	Tack and Sand Optional Base or Limerock (Per FDOT Spec)	SY	1	\$	1.50	\$	1.50
11.04	Asphalt Patching (per City Detail)	SY	1	\$	150.00	\$	150.00
11.05	Milling Existing Asphalt Pav't. 1.25" Average Depth	SY	1	\$	7.00	\$	7.00
11.06	Milling Existing Asphalt Pav't. 1.50" Average Depth	SY	1	\$	8.00	\$	8.00
11.07	SuperPave Asphaltic Concrete, Traffic 'B' SP9.5 at 1.25" Depth	TN	1	\$	300.00	\$	300.00
11.08	SuperPave Asphaltic Concrete, Traffic 'B' SP12.5 at 1.50" Depth	TN	1	\$	300.00	\$	300.00
11.09	Reinforced Concrete Pavement 8" Depth	SY	1	\$	175.00	\$	175.00
11.10	Traffic Signal Loop Assembly, F&I Type 'F'	AS	1	\$	2,800.00	\$	2,800.00
11.11	Retro-Reflective Pavement Markers	EA	1	\$	7.00	\$	7.00
11.12	Thermoplastic Pavement Marking, Standard, White, Solid, 6"	LF	1	\$	5.00	\$	5.00
11.13	Thermoplastic Pavement Marking, Standard, White, Solid, 8"	LF	1	\$	8.00	\$	8.00
11.14	Thermoplastic Pavement Marking, Standard, White, Solid, 12"	LF	1	\$	10.00	\$	10.00
11.15	Thermoplastic Pavement Marking, Standard, White, Solid, 18" for Diagonals and Chevrons	LF	1	\$	15.00	\$	15.00
11.16	Thermoplastic Pavement Marking, Standard, White, Solid, 24" For 'Stop' line and Crosswalks	LF	1	\$	18.00	\$	18.00
11.17	Thermoplastic Pavement Marking, Standard, White, Message or Symbol	EA	1	\$	150.00	\$	150.00
11.18	Thermoplastic Pavement Marking, Standard, White, Arrows	EA	1	\$	125.00	\$	125.00
11.19	Thermoplastic Pavement Marking, Standard, Yellow, Solid, 6"	LF	1	\$	7.00	\$	7.00
11.20	Thermoplastic Pavement Marking, Standard, Yellow, Solid, 12"	LF	1	\$	10.00	\$	10.00
11.21	Thermoplastic Pavement Marking, Standard, Yellow, Solid, 18" for Diagonals and Chevrons	LF	1	\$	15.00	\$	15.00
11.22	Permanent Concrete Pavement Stripe Paint, Standard, White, 24" Width	LF	1	\$	18.00	\$	18.00
11.23	Temporary Asphalt Paint - Pre-Thermoplastic	LS	1	\$	4,500.00	\$	4,500.00
						Subtotal	\$ 8,719.50
12.00 Stormwater Improvements and Restoration (Refer to Section 02010)							
12.01	Curb Inlet Complete, F&I - Type P, 4' Diameter Round, Type 1 Top, 6' OAH	EA	1	\$	6,500.00	\$	6,500.00
12.02	Curb Inlet Complete, F&I - Type P, 4' Diameter Round, Type 2 Top, 6' OAH	EA	1	\$	6,500.00	\$	6,500.00
12.03	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 1 Top, 6' OAH	EA	1	\$	8,500.00	\$	8,500.00
12.04	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 2 Top, 6' OAH	EA	1	\$	8,500.00	\$	8,500.00
12.05	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 4 Top, 6' OAH	EA	1	\$	8,500.00	\$	8,500.00
12.06	Curb Inlet Complete, F&I - Type P, 4' Diameter Round, Type 5 Top, 6' OAH	EA	1	\$	6,000.00	\$	6,000.00
12.07	Curb Inlet Complete, F&I - Type P, 4' Diameter Round, Type 6 Top, 6' OAH	EA	1	\$	6,000.00	\$	6,000.00
12.08	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 5 Top, 6' OAH	EA	1	\$	9,000.00	\$	9,000.00
12.09	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 6 Top, 6' OAH	EA	1	\$	9,000.00	\$	9,000.00
12.10	Curb Inlet Complete, F&I - Type J, 5' Diameter Round Dog House, Type 9, 6' OAH	EA	1	\$	11,000.00	\$	11,000.00
12.11	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 9, 6' OAH	EA	1	\$	10,000.00	\$	10,000.00
12.12	Ditch Bottom Inlet, F&I -Type D, 5' Square, 4' OAH	EA	1	\$	6,000.00	\$	6,000.00
12.13	USF 5100 Valley Gutter Inlet Frame and 6147 Grate (or Equiv.)	EA	1	\$	6,500.00	\$	6,500.00
12.14	USF 4105 Drop/Gutter Type V, Modified Inlet Frame and 6220 Grate (or Equiv.)	EA	1	\$	7,000.00	\$	7,000.00
12.15	Manhole Complete, F&I - Type P, 4' Dia. Round, Type 8 Top, 6' OAH	EA	1	\$	9,000.00	\$	9,000.00
12.16	Manhole Adjust to Grade Existing	EA	1	\$	1,750.00	\$	1,750.00
12.17	Manhole Top, F&I, City Standard	EA	1	\$	3,250.00	\$	3,250.00
12.18	Pipe Culvert, F&I, RCP, Round, 15"	LF	1	\$	150.00	\$	150.00
12.19	Pipe Culvert, F&I, RCP, Round, 18"	LF	1	\$	175.00	\$	175.00
12.20	Pipe Culvert, F&I, RCP, Round, 24"	LF	1	\$	250.00	\$	250.00
12.21	Pipe Culvert, F&I, RCP, Round, 30"	LF	1	\$	300.00	\$	300.00
12.22	Pipe Culvert, F&I, RCP, Round, 36"	LF	1	\$	350.00	\$	350.00
12.23	Pipe Culvert, F&I, RCP, Round, 42"	LF	1	\$	450.00	\$	450.00
12.24	Pipe Culvert, F&I, RCP, Round, 48"	LF	1	\$	575.00	\$	575.00
12.25	Pipe Culvert, F&I, RCPE, Elliptical 19" x 30"	LF	1	\$	265.00	\$	265.00
12.26	Pipe Culvert, F&I, RCPE, Elliptical 12" x 18"	LF	1	\$	195.00	\$	195.00
12.27	Pipe Culvert, F&I, RCPE, Elliptical 14" x 23"	LF	1	\$	170.00	\$	170.00
12.28	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 15"	LF	1	\$	90.00	\$	90.00
12.29	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 18"	LF	1	\$	100.00	\$	100.00
12.30	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 24"	LF	1	\$	125.00	\$	125.00
12.31	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 30"	LF	1	\$	150.00	\$	150.00
12.32	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 36"	LF	1	\$	225.00	\$	225.00
12.33	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 42"	LF	1	\$	290.00	\$	290.00
12.34	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 48"	LF	1	\$	308.00	\$	308.00
12.35	Mitered End Section Complete, F&I, RCP, Round, 15" Pipe	EA	1	\$	3,000.00	\$	3,000.00
12.36	Mitered End Section Complete, F&I, RCP, Round, 18" Pipe	EA	1	\$	3,200.00	\$	3,200.00
12.37	Mitered End Section Complete, F&I, RCP, Round, 24" Pipe	EA	1	\$	3,600.00	\$	3,600.00
12.38	Mitered End Section Complete, F&I, RCP, Round, 30" Pipe	EA	1	\$	4,000.00	\$	4,000.00
12.39	Mitered End Section Complete, F&I, RCP, Round, 36" Pipe	EA	1	\$	4,500.00	\$	4,500.00
12.40	Mitered End Section Complete, F&I, RCP, Round, 42" Pipe	EA	1	\$	6,000.00	\$	6,000.00

EXHIBIT B

12.41	Mitered End Section Complete, F&I, RCP, Round, 48" Pipe	EA	1	\$	8,000.00	\$	8,000.00
12.42	Concrete Inlet, Ditch Bottom, Type F, <10, w/Grate	EA	1	\$	5,500.00	\$	5,500.00
12.43	Concrete Inlet, Ditch Bottom, Type C, <10, w/Grate	EA	1	\$	5,000.00	\$	5,000.00
12.44	Inlets, Median Barrier, Type 1, <10'	EA	1	\$	5,500.00	\$	5,500.00
12.45	Inlets, Closed Flume	EA	1	\$	4,400.00	\$	4,400.00
12.46	Concrete Pipe Jacket (FDOT Std Plan 430-001)	EA	1	\$	2,500.00	\$	2,500.00
12.47	French Drain, F&I, 15" Pipe, w/Wrapped Stone	LF	1	\$	225.00	\$	225.00
12.48	Pipe Repair Clamp SP	EA	1	\$	7,500.00	\$	7,500.00
						Subtotal	\$ 190,093.00
13.00 Landscape Enhancements & Site Restorations							
13.01	Performance Turf (Sod)	SY	1	\$	6.00	\$	6.00
13.02	Landscape Plants Small Groundcover, 1 Gallon	EA	1	\$	10.00	\$	10.00
13.03	Landscape Plants Small Shrub, 1 Gallon	EA	1	\$	20.00	\$	20.00
13.04	Landscape Plants Large Shrub, 3 Gallon	EA	1	\$	35.00	\$	35.00
13.05	Landscape Plants Large Trees, 65 Gallon	EA	1	\$	1,100.00	\$	1,100.00
13.06	Landscape Plants Large Palms, 12' OAH	EA	1	\$	950.00	\$	950.00
13.07	Mailbox Replacement	EA	1	\$	350.00	\$	350.00
13.08	Irrigation System (Per Plan)	EA	1	\$	2,500.00	\$	2,500.00
13.09	Irrigation System Repairs	EA	1	\$	1,750.00	\$	1,750.00
13.10	Decorative Street Sign Posts	EA	1	\$	1,750.00	\$	1,750.00
13.11	Single Decorative Post Sign, Relocate Existing	EA	1	\$	750.00	\$	750.00
13.12	Irrigation Bores 2" Diameter	EA	1	\$	3,500.00	\$	3,500.00
13.13	Irrigation Bores 4" Diameter	EA	1	\$	4,500.00	\$	4,500.00
13.14	Irrigation Bores 6" Diameter	EA	1	\$	6,500.00	\$	6,500.00
13.15	Aluminum Handrail, Bicycle-Pedestrian, 48" Height Powder Coated 'Black Gloss' (refer to FDOT Index 515-062)	LF	1	\$	225.00	\$	225.00
13.16	Aluminum Handrail Repair - Existing	LF	1	\$	150.00	\$	150.00
13.17	Steel Handrail Repair - Existing	LF	1	\$	175.00	\$	175.00
13.18	Standard Traffic Guardrail-Roadway, General TL-2, 31" Height	LF	1	\$	45.00	\$	45.00
13.19	Standard Traffic Guardrail Removal	LF	1	\$	30.00	\$	30.00
13.20	Guardrail End Anchorage Assembly-Flared	AS	1	\$	2,500.00	\$	2,500.00
13.21	Guardrail End Anchorage Assembly-Parallel	AS	1	\$	3,000.00	\$	3,000.00
13.22	Standard Traffic Guardrail, Field Painted (Pro.Ind.Alkyd Urethane & Primer)	LF	1	\$	40.00	\$	40.00
13.23	Reflectors Barrier Wall or Guardrail Mounted, Yellow	LF	1	\$	75.00	\$	75.00
13.24	Fence, Chain Link, Type B, Standard 6'	LF	1	\$	60.00	\$	60.00
13.25	Fence Gate, Chain Link, Type B, Standard, Single 3' to 6' Opening	EA	1	\$	1,500.00	\$	1,500.00
13.26	Fence Gate, Chain Link, Type B, Standard Double 8' to 12' Opening	EA	1	\$	4,500.00	\$	4,500.00
13.27	Fence, Chain Link, Type B, Standard 6' Black Vinyl Clad	LF	1	\$	75.00	\$	75.00
13.28	Fence Gate, Chain Link, Type B, Standard Single 3'to 6' Opening Black Vinyl Clad	EA	1	\$	1,800.00	\$	1,800.00
13.29	Fence Gate, Chain Link, Type B, Std. Double 8' to 12' Opening Black Vinyl Clad	EA	1	\$	5,500.00	\$	5,500.00
13.30	Electrical - Project Specific Only	EA	1	\$	25,000.00	\$	25,000.00
13.31	Out of Scope Item (Not to Exceed 10% of Total Work Order Assignment)	LS	No Bid Item				
						Subtotal	\$ 68,396.00

Exhibit “B”

Letter from Cathcart Construction Company-Florida, LLC to City of Mount Dora
Dated April 17, 2024



Cathcart Construction Company

- Florida, LLC -

1056 Willa Springs Drive – Winter Springs – Florida - 32708

April 17, 2024

William J. Mitchell, Jr., P.E.
City of Mount Dora
Public Works & Utilities Department
900 N Donnelly St
Mount Dora, FL 32757

RE: Piggybacking City of Altamonte Springs AB223009A/B CITYWIDE INFRASTRUCTURE POTABLE, SANITARY, RECLAIMED, & STORMWATER WITH SITE RESTORATION (ARPA)

Mr. Mitchell-

Attached please find a copy of the above-referenced Altamonte Springs Infrastructure Contract we offer as a piggyback option for the City of Mount Dora. Currently this contract is piggybacked by the Cities of Sanford, Maitland, Ocoee, Wauchula and Hardee County. This Contract is the second rendition of a Contract we have had with the City of Altamonte Springs since 2015. This version will run through at least 2028.

Bid base A line items are the not to exceed unit prices established for this Contract. Unit prices typically go down as the size of the projects increase. This contract allows local, state, and federal (ARPA) funding.

If you have any questions or need more information, feel free to contact me at mblanton@cathcartconstructioncompany.com


With Kindest Regards,

Matt T. Blanton
President



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

DATE: July 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Piggyback Agreement with Allied Universal Corporation
(15% Sodium Hypochlorite)

Introduction:

This is a request for the Council to approve a piggyback agreement for the supply of 15% sodium hypochlorite from Allied Universal Corporation under a piggyback agreement with Peace River Manasota Regional Water Supply Authority, Florida.

Discussion:

The Florida Department of Environmental Protection (FDEP) regulations require the disinfection of potable water, wastewater effluent, and reuse water. The City of Mount Dora uses sodium hypochlorite for its disinfection processes to comply with the FDEP regulations. Periodic bulk shipments are received by the City of Mount Dora to maintain an uninterrupted supply of sodium hypochlorite.

The piggyback agreement with Allied Universal Corporation (under a piggyback agreement with Peace River Manasota Regional Water Supply Authority, Florida) provides a mechanism for the supply of sodium hypochlorite.

Budget Impact:

Funds are budgeted in 421-1920-536-5201 (water) and 421-1940-536-5201 (wastewater) accounts each fiscal year for the supply of 15% sodium hypochlorite to be used as a disinfectant in the potable water, wastewater, and the reuse water. Deliveries are received in incremental shipments according to needs.

Strategic Impact:

Objective 2.4 Sustain City Infrastructure.

Recommendation:

Council approval of a Piggyback Agreement with Allied Universal Corporation for the supply of 15% Sodium Hypochlorite.

Attachment(s):

1. Allied Universal Corporation Agreement

Prepared by: Bill Mitchell, City Engineer
Reviewed by: Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 6/18/2024
Approved - 6/18/2024
Approved - 6/20/2024
Approved - 6/20/2024
Final Approval - 6/20/2024

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 ALLIED UNIVERSAL CORPORATION, 3901 NW 115th Avenue, Miami, Florida 33178, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest utilize the Contract for Purchase of Water Treatment Chemicals between Peace River Manasota Regional Water Supply Authority and the CONTRACTOR (the “Water Treatment Agreement”), attached hereto as **Exhibit “A”** and made a binding part hereof by this reference, which was competitively solicited for and negotiated by Peace River Manasota Regional Water Supply through the Invitation to Bid for Water Treatment Chemicals #2024-0-2024RK; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the water treatment chemicals required by the CITY for the same pricing set forth in the Water Treatment Agreement and further confirmed in the confirmation letter dated May 22, 2024, attached hereto as **Exhibit “B”**; 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 April 30, 2025, and is subject to one (1) additional one (1) year renewal.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide water treatment chemicals and pricing to the CITY as set forth in Exhibit “A” and Exhibit “B” attached hereto, which consists of the Water Treatment Agreement and the confirmation letter dated May 22, 2024.

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Water Treatment Agreement 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: Allied Universal Corporation
Jim Palmer, President/CEO
3901 NW 115th Avenue
Miami, Florida 33178

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 and Exhibit B 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. 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 9. **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, if any, it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 10. **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 11. **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 12. **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 13. **USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD**

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

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

CITY OF MOUNT DORA

CRISSY STILE
MAYOR of the City of Mount Dora,
Florida

ATTEST:

JEANANN HAND
CITY CLERK

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

Patrick Brackins
City Attorney

ALLIED UNIVERSAL CORPORATION

[Signature]

Print: Tom Palmer

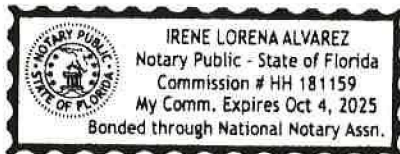
Title: President / CEO

STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of Jim Palmer, as President of Allied Universal, 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 17 day of June, 2024.

(stamp)



[Signature: Lorena Alvarez]

NOTARY PUBLIC

Exhibit “A”

Peace River Manasota Regional Water Supply Authority Contract for Purchase of Water
Treatment Chemicals with Allied Universal Corporation

CONTRACT FOR PURCHASE OF WATER TREATMENT CHEMICALS

This Contract for Purchase of Water Treatment Chemicals (the "Contract") is between Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 ("Authority") and Allied Universal Corporation, whose address is 3901 NW 115th Ave. Miami, FL 33178 ("Vendor").

Background

- A. The Authority desires to engage the Vendor to provide water treatment chemicals for the Peace River Regional Water Supply Facility, hereinafter referred to as the "Peace River Facility" on an as-needed basis for a fixed price.
- B. The Vendor desires to supply water treatment chemicals as described herein, and has the experience, personnel, and resources to provide these chemicals in a timely manner.

The Authority and the Vendor ("the parties") agree as follows:

- 1. Background and Exhibits.** The background provided above, and the following exhibits and documents are part of this Contract.
 - Exhibit A – Technical Specifications for Water Treatment Chemicals
 - Exhibit B – Required Safety Measures
 - Exhibit C – Insurance Requirements
 - Exhibit D – Completed Bid Form and all documents submitted in response to the Invitation to Bid
 - Invitation to Bid For Water Treatment Chemicals and Instructions to Bidders dated February 8, 2024 and all related documents including Addenda
- 2. Delivery of Goods.** Vendor will sell and deliver to the Authority, and the Authority will buy and accept the chemicals identified in **Exhibit A** ("goods" or "chemicals"). Vendor will furnish these chemicals FOB destination price for the delivery and unloading of the chemicals at the Peace River Facility, 8998 SW County Road 769, Arcadia, Florida 34269 ("place of delivery"). Vendor is responsible for the quality and functionality of all good supplied under this Contract. Vendor shall, without additional compensation, correct any errors or deficiencies in its goods.
- 3. Time and Place of Delivery.**
 - 3.1.** Vendor shall deliver the chemicals within 5 business days after the Authority provides Vendor with a purchase order. The Authority may terminate this Contract if Vendor does not deliver the chemicals on time. Vendor must deliver the chemicals between the hours of 8:00 A.M. and 3:00 P.M. local time, Monday through Friday, excluding holidays, unless otherwise agreed to by the Authority.
 - 3.2.** Vendor confirms that its equipment is compatible with the Authority's unloading and storage facilities at no inconvenience to the Authority.

- 3.3.** Vendor will provide certified weight or volume (as applicable to unit costs) tickets to the Authority with each delivery. Vendor shall provide a separate delivery ticket for each delivery and shall obtain an authorized signature from the Authority. Vendor shall comply with all requirements of the Safety Measures provided in **Exhibit B**.
- 4. Price.** Vendor shall provide the chemicals for the price quoted in Vendor's Bid Form attached as **Exhibit D**. The prices include all taxes of any kind, transportation, labor, equipment, and other costs associated with delivering and unloading the goods at the point of delivery. The Authority is not obligated to make any minimum quantity purchases from the Vendor during the Contract term.
- 5. Invoicing and Payment.** The Authority will assign a blanket purchase order number for the anticipated deliveries. Vendor shall prepare and submit to the Authority separate invoices for each delivery, showing the purchase order number. The Executive Director, or the Executive Director's designee, will approve payment after verifying delivery is in compliance with all requirements of this Contract. The Authority will make payment in accordance with Part VII of Chapter 218, Florida Statutes, the Local Government Prompt Payment Act. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Vendor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Vendor to the Authority against any payments due the Vendor under this Contract.
- 6. Express Warranty.** In addition to any implied warranties under the Uniform Commercial Code, Vendor warrants to the Authority that the goods being sold under this Contract will strictly meet the Technical Specifications in **Exhibit A**.
- 7. Right of Inspection.** The Authority has the right to inspect the goods at the time and place of delivery before acceptance or payment.
- 8. Risk of Loss.** Any risk of loss associated with the goods remains with the Vendor until the time of acceptance of the goods by the Authority at the place of delivery.
- 9. Quality Guarantee and Rejection of Nonconforming Goods.**
- 9.1. Quality Guarantee.** If any product delivered does not meet applicable specifications provided in **Exhibit A**, or if the product will not produce the effect the Vendor has represented to the Authority, Vendor shall pick up the product from the Authority at no expense to the Authority and Vendor shall refund any money the Authority has paid for it. Vendor will be responsible for reimbursing the Authority for attorney fees in the event the bidder defaults and court action is required.
- 9.2. Nonconforming Goods.** The Authority has the right to reject any and all goods or materials if, in its judgment, the item is unsatisfactory. In such event, the Authority must reject goods for failure to conform to the requirements of this Contract within 30 days after they are delivered. In such event, the Authority will send written notification of the rejection to the Vendor stating the basis of the alleged nonconformity of the goods and describe the portion of the shipment being rejected. On receipt of notification of rejection, Vendor shall immediately

arrange for the return shipment of the goods at the Vendor's expense. The Vendor shall provide replacement conforming goods, at no additional cost to the Authority, within 10 business days of the notice of rejection unless the Authority notifies the Vendor not to provide the goods before that date.

- 10. Non-Exclusive Contract.** This is not an exclusive contract. The Authority has the right to purchase chemicals described in this Contract from other suppliers.
- 11. Additional Remedies of the Authority.** In addition to any of the remedies provided under the Uniform Commercial Code, if the Vendor is unable to provide goods because of breakdown, product scheduling, lack of product or equipment, then the Authority may, on an order basis, use another supplier.
- 12. Vendor's Exclusive Remedies.** The exclusive remedies of the Vendor under this Contract are to have any goods not paid for returned to the Vendor, or to receive, on demand, the purchase price for any goods not paid for in accordance with the terms of this Contract and not returned within 60 days of the demand.
- 13. Contract Term.** The term of this Contract is for **one year** commencing on May 1, 2024 through April 30, 2024. All contracts may be extended for two one-year periods upon written agreement of both parties. The parties must approve a written agreement for each contract extension no later than January 15 for the ensuing contract year. All contract terms, including prices will remain the same through the term of any extension, except that the Authority will issue a new blanket purchase order.
- 14. Termination for Convenience.** The Authority may terminate this Agreement, in whole or in part without cause upon written notice to the Vendor. In such event, the Vendor's sole and exclusive recovery against the Authority will be limited to that portion of the Vendor's compensation earned to the date of termination. Vendor will not be entitled to any further recovery against the Authority, including, but not limited to, anticipated lost fees or profits. Termination will be effective upon delivery of written notice to the Vendor.
- 15. Indemnification.** Vendor shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of this Agreement.
- 16. Insurance Requirements.** Vendor must maintain, during the entire term of this Agreement, insurance in the kinds and amounts provided in **Exhibit C** with a company or companies authorized to do business in the State of Florida. Vendor must not commence work under this Agreement until the Authority has received acceptable certificates of insurance showing evidence of such coverage. The amounts and types of insurance must be appropriate for the Vendor's obligations and its employees and agents and must conform to the minimum requirements of this paragraph and **Exhibit C**.
- 17. Documents and Data.** The Authority and the Vendor shall comply with Chapter 119, Florida Statutes (Public Records Law). Each party shall allow public access to documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes subject to any applicable exemptions. The Vendor shall (1) keep and maintain public records that ordinarily and necessarily would be required by the

Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Vendor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 316-1776; PEACERIVER@REGIONALWATER.ORG; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

18. Dispute Resolution. In the event any dispute or disagreement arises during the course of the Contract, the Vendor shall fully perform in accordance with the Contract. The Vendor shall seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request to the Authority's Executive Director, or appointed designee no later than 10 days after the precipitating event. The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. The Vendor will not delay or postpone delivery of goods pending resolution of any disputes or disagreements.

19. Vendor's Representations and Warranties. Vendor represents and warrants to the Authority as follows:

19.1. Conducting Business in Florida. Vendor is duly authorized to conduct business in the State of Florida.

19.2. Authority. Vendor has the full power and authority to execute and deliver this Contract and to incur and perform the obligations provided for herein, all of which have been duly authorized by all proper and necessary actions of the governing entity of the Vendor.

19.3. Accuracy of Response. All information provided by the Vendor in response to the solicitation was true and accurate when the Vendor submitted it to the Authority and has not materially changed as of the Effective Date of this Contract.

19.4. Understanding of Contract. Vendor understands this Contract, the Law, and all conditions that may affect the Vendor's performance of this Contract.

19.5. Laws. Vendor will comply with all applicable federal, state and local laws, regulations and ordinances in effect at the time of performance of this Contract ("Laws") and will maintain all licenses and government approvals required by law for the performance of this Contract.

19.6. Valid Agreement. This Contract is a valid, binding, and enforceable obligation of the Vendor, and does not violate any law, rule, regulation, contract, or agreement otherwise enforceable by or against the Vendor.

19.7. Scrutinized Companies. Vendor certifies that it is in compliance with section 287.135, Florida Statutes and that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of \$1 million or more, the Vendor certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in Iran Terrorism Sectors, or Scrutinized Companies that Boycott Israel, (2) is not engaged in a boycott of Israel and (3) it is not engaged in business operations in Cuba or Syria. The Vendor acknowledges the remedies provided in subsection 287.135(5), Florida Statutes against anyone found to have submitted a false certification including civil penalties.

19.8. Public Entity Crimes. The Vendor understands the requirements of sections 287.132 and 287.133, Florida Statutes and is not on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services. The Vendor is in full compliance with sections 287.132 and 287.133, Florida Statutes, will remain in compliance with them throughout the term of this Contract, and will notify the Authority if it becomes non-compliant.

19.9. E-Verify. The Vendor is in compliance with section 448.095, Florida Statutes. As required by subsection 448.095(5)(a), Florida Statutes, the Vendor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. As required by subsection 448.095(5)(b), F.S. Vendor must require any subcontractors to provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of this Contract. **In accordance with the Authority's Procurement Policy, Vendor shall submit an executed E-Verify Affidavit as part of the bid submittal.**

20. Miscellaneous Provisions.

20.1. Entire Agreement. This written document constitutes the entire agreement between the parties hereto and may not be amended or modified except in writing duly executed by the party against whom such an amendment or modification is sought to be enforced.

20.2. No Delegation or Assignment. Vendor must not delegate its performance in the delivery of goods under this Contract or assign this Contract without the prior written consent of the Authority. Vendor may not assign its right to receive payment from the Authority.

20.3. Successors. The Authority and the Vendor each hereby binds itself, its successors, assigns, and legal representatives to the other.

20.4. No Third-Party Beneficiaries. The rights and obligations in this Contract inure solely to the parties hereto (their successors, assigns and legal representatives)

and no other party will have any rights or obligations under or by virtue of this Contract.

20.5. Waiver. No waiver of any term of this Contract is binding unless signed in writing by the waiving party. A waiver of any term does not constitute a waiver of any other provision, whether similar or dissimilar and does not constitute a continuing waiver.

20.6. Applicable Law and Venue. This Contract will be governed by the laws of the state of Florida and construed in accordance with the Uniform Commercial Code - Sales. Wherever the term "Uniform Commercial Code" is used, it will be construed as meaning the Uniform Commercial Code as adopted in the State of Florida, as effective and in force on the date of this Contract. Venue for any action under state law arising under this Contract will be in the Twelfth Judicial Circuit of Florida. Claims justiciable in federal court will be in the Middle District of Florida.

20.7. Notices. All notices or other communications permitted or required under this Contract must be in writing and must be sent to the party at that party's address set forth below or at whatever other address the party specifies in writing. Notices must be personally delivered, sent by certified or registered mail, or sent by overnight courier, postage prepaid. or sent to all email addresses listed below for each party.

If to the Authority:

Mike Coates, Executive Director
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

Email #1: mcoates@regionalwater.org
Email #2: randerson@regionalwater.org
Email #3: peaceriver@regionalwater.org

If to the Firm:

Cristhianne Mungia, Bid Coordinator
3901 NW 115th Ave
Miami, FL 33178

Email #1: Bids@allieduniversal.com
Email #2: _____
Email #3: _____

20.8. No Construction Against Drafting Party. Each party acknowledges that it has carefully reviewed and understands this Contract and has had an opportunity to review it with counsel of its choosing. This Contract will not be construed more strongly against any party, regardless of who drafted or prepared it.

- 20.9. Communications.** The Vendor's communications with the Authority will be limited to the Authority's Executive Director and designated staff. Communications with the Authority's Board Members are prohibited, except with the prior permission of the Authority's Executive Director or at a duly noticed public board meeting. Any such prohibitive communications will be deemed to be a material breach of this Contract by the Vendor. This provision does not prohibit or limit contacts by or on behalf of the Authority Board Members with the Vendor.
- 20.10. Interpretation.** All words used herein in the singular extend to and include the plural, and the use of any gender extends to and include all genders. Unless the context requires otherwise: The term "include" contemplates "including but not limited to." The terms "hereof," "herein," "hereunder" and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract.
- 20.11. Headings.** The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Contract or in any way affect its provisions. Unless otherwise indicated, references to paragraphs include all subparts.
- 20.12. Time is of the Essence.** Time is of the essence of this Contract and each of its provisions.
- 20.13. Survival.** All express representations, indemnifications, or limitations made or given in this Contract shall survive its completion or termination for any reason.
- 20.14. Severability.** If any term of this Contract is for any reason invalid or unenforceable, the rest of the Contract remains fully valid and enforceable.
- 20.15. Independent Contractor.** Vendor expressly warrants that it will not represent at any time or in any manner that the Vendor or any of its agents, servants, or employees are agents, servants, or employees of the Authority. Vendor is and will remain at all times a wholly independent contractor and that the parties' obligations are solely as provided in this Contract. Vendor is responsible for assuring compliance with local, state, and federal laws and regulations and other requirements as each may apply to the sale, delivery, and goods purchased pursuant to this Contract.
- 20.16. Waiver of Jury Trial.** To the extent permitted by applicable law, the Vendor and the Authority irrevocably waive any right to trial by jury in any legal proceeding arising out of or relating to this Contract or any of the transactions contemplated by it. Neither the Authority nor the Vendor or any successor thereof will seek a trial by jury in any action or proceeding (whether at law or in equity, whether direct or collateral, whether in contract or in tort) arising out of or related to this Contract or the relationship created by it. Neither the Authority nor the Vendor shall seek to consolidate any action or proceeding in which trial by jury has been waived with any other action or proceeding in which a jury trial cannot be or has not been waived.

The parties have caused their duly qualified representatives to execute this Contract on the dates set forth below.

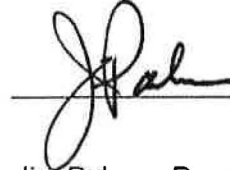
WITNESS

BY:



Cristhianne Munguia, Bid Coordinator
Print Name & Title

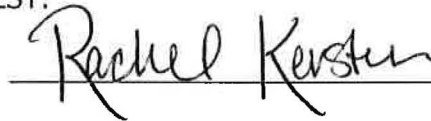
VENDOR:



Jim Palmer, President/CEO
Print Name & Title

ATTEST:

BY:



**Peace River Manasota
Regional Water Supply Authority**


Mike Coates, Executive Director

APPROVED AS TO LEGAL FORM:



Douglas Manson, General Counsel for
Peace River Manasota Regional Water Supply Authority

EXHIBIT A

TECHNICAL SPECIFICATIONS WATER TREATMENT CHEMICALS

Item No. 1 - Sodium Hypochlorite

Sodium Hypochlorite is specified for use in the disinfection process of potable drinking water.

1. Sodium Hypochlorite shall be in accordance with AWWA Standard B300-18 (or latest edition) modified as follows:
 - a. Affidavit of compliance stating that the Sodium Hypochlorite complies with the applicable provisions of AWWA Standard B300-18 (or latest edition) and these specifications are required.
 - b. Sodium Hypochlorite shall be 12 trade percent available chlorine.
 - c. Sodium Hypochlorite solution shall be a clear liquid containing not more than 0.15 percent insoluble matter by weight.
 - d. Shipment shall be by bulk tanker truck.
 - e. Vendor must provide a receipt with the exact quantity of Sodium Hypochlorite delivered at the time of delivery.
 - f. Vendor shall be responsible for pumping Sodium Hypochlorite into Authority's storage tanks and shall provide all necessary equipment compatible with the Authority's filling station.

Sodium Hypochlorite shall meet NSF-60. "This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects."

EXHIBIT B

REQUIRED SAFETY MEASURES WATER TREATMENT CHEMICALS

Vendor is responsible for notifying the proper regulatory agencies of a spill incident. In the event of a spill or leak, the Vendor shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team, and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur that is caused by Vendor's personnel, equipment, or method of delivery, Vendor shall immediately comply with all applicable terms and conditions of Reauthorization Act of 1986, 42 U.S.C.G. 11001, et seq. (SARA), the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes, and Section 403.077, Florida Statutes and any other applicable Law. Vendor shall hold the Authority harmless for the responsibility of compliance with federal and state rules and regulations regarding vendor caused spills or releases or for any failure to properly report and/or comply with the Law under this paragraph.

Vendor shall provide to the Authority: (1) a written emergency spill response plan with the appropriate emergency response personnel names and telephone contact numbers (24-hour contact numbers) and (2) the proper spill response notification procedure, along with any forms required by all local, state, or federal regulatory agencies.

Within the first month of the contract, Vendor shall provide an appropriate safe handling training course to all Peace River Facility operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract term.

EXHIBIT C

INSURANCE REQUIREMENTS

- A. The Vendor must maintain during the term of this Contract, insurance with a company or companies authorized to do business in the State of Florida in the following kinds and amounts.
- B. The amounts and types of insurance shall be appropriate for the services being performed by the Vendor, its employees, or agents and must conform to the following minimum requirements:
 - 1. Workers Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
 - 2. Commercial or Comprehensive General Liability. Coverage must include:
 - a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury, and property damage.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent Vendor's coverage.
 - c. Additional Insured. Authority is to be specifically included as an additional insured.
 - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
 - 3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
 - a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
 - b. Owned Vehicle.
 - c. Hired and Non-Owned Vehicles.
 - d. Employee Non-Ownership.
 - e. Additional Insured. Authority is to be specifically included as additional insured.
 - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
- C. Vendor must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified herein prior to execution of this Contract. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Contract.
- D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Vendor shall provide the Authority with financial information concerning any self-insurance fund insuring Vendor. At the Authority's option, Self-Insurance Fund financial information may be waived.

- E. All the policies of insurance so required of Vendor, except workers compensation, shall be endorsed to include as additional insureds: The Authority, its directors, officers, employees, and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Vendor shall be considered primary, and all other insurance shall be considered excess. The cross-liability clause does not increase the limits of liability or aggregate limits of the policy.
- F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Vendor is responsible for the amount of any deductibles or self-insured retentions.
- G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Vendor hereunder. Vendor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in herein is sufficient or adequate to protect Vendor's interests or liabilities but are merely minimums.
- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Vendor by certified mail. Vendor shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal, or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Vendor may be observing the correction, removal, or replacement of defective work.
- J. Vendor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Vendor.
- K. All policies, except for workers' compensation, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its Vendors, directors, officers, employees, representatives, or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Vendor or Vendor's insurance carriers.
- L. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Vendor's obligations under the Contract, including any indemnity or hold harmless provision.
- M. Vendor shall require each of its subcontractors, suppliers, and other persons or organizations working for Vendor to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Vendor in the Contract unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Vendor shall be responsible for ensuring all of its subcontractors, suppliers, and other persons or organizations working for Vendor in connection with the Project comply with all of the insurance requirements contained herein relative to each such party. The Vendor must obtain certificates of insurance from any subcontractor otherwise the Vendor must provide evidence satisfactory to the Authority that coverage is afforded to the subcontractor or by the Vendor's insurance policies.

EXHIBIT D

**COMPLETED BID FORM AND ALL DOCUMENTS
SUBMITTED IN RESPONSE TO THE INVITATION TO BID**

**BID FORM
WATER TREATMENT CHEMICALS**

Bidder's contact person for additional information on this bid.

NAME: Cristhianne Munguia

TITLE: Bid Coordinator

COMPANY: Allied Universal Corporation

ADDRESS: 3901 NW 115th Ave.

CITY, STATE, ZIP: Miami, FL 33178

TELEPHONE: (305) 888-2623

EMAIL: Bids@Allieduniversal.com

FAX: _____

STREET ADDRESS IF DIFFERENT FROM ABOVE: same

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

This Bid will remain firm for a period of 90 days from the date it is submitted or for such longer period of time that Bidder may agree to in writing upon request of the Authority. If a contract is awarded, the bid price will remain firm throughout the full term of the contract and will not be subject to increase for any reason whatsoever except as expressly provided in the contract.

Bidder declares that the only persons or parties interested in this bid proposal are those named herein, that this bid proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Authority, and that the bid proposal is made without any connection or collusion with any person submitting another bid for this solicitation.

Bidder accepts and will comply with all of the terms and conditions of the Invitation to Bid including the Contract and the Technical Specifications provided in Exhibit A to the Contract. If this Bid is awarded to Bidder, within 15 calendar days after board approval of the award, Bidder will submit the signed Contract and the required Certificates of Insurance to the Authority.

Bidder agrees that any and all applicable federal, state, and local taxes that will be incurred by the Bidder are included in the bid. The Authority is tax exempt.

Bidders may submit a bid for one or more of the bid items. Each bid item will be awarded to the lowest responsive and responsible bidder for that bid item.

Bidder acknowledges receipt of the following Addenda and agrees that all addenda will be part of the Contract:

Addendum Number	Addendum Date

The following Bid Prices will be in effect for the full term of the Contract.

BID ITEM	DELIVERY METHOD	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE
Item No. 1 12% Sodium Hypochlorite	Bulk Delivery	750,000	Per Gallon	\$ 1.56
Item No. 3 Copper Sulfate	50 lb. Moisture Proof Bag	50,000	Per Pound	\$ NO BID

Bidder will deliver all bid items within 5 working days from receipt of a request for delivery from the Authority except that Powder Activated Carbon will be delivered within 10 working days.

Note (1): All bidders for Powdered Activated Carbon shall submit a sample of the product in an amount no less than one-fourth pound. Product samples must be included with the bid. The Authority will test one sample for each Bidder at no cost to the Bidder. Bidders wishing to submit multiple product samples shall submit a testing fee of \$500.00 for each additional sample in the form of a check or money order payable to the Peace River Manasota Regional Water Supply Authority.

The names of the principal officers of the corporation submitting this bid proposal, or of the partnership, or of all persons interested in this bid proposal as principals are printed below:

Jim Palmer

President - CEO

Cristhianne Munguia

Bid Coordinator

DATED this 5 day of March, 2024.

Bidder: Allied Universal Corporation

State of Incorporation or Formation: Florida

CORPORATE SEAL
IF APPLICABLE

By: 
Signature

Cristhianne Munguia, Bid Coordinator
Print Name and Title

IF NOT A CORPORATION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ by _____ of _____, a _____ organized under the laws of the State of _____, on behalf of the business, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA

Name typed, printed, or stamped: _____

My commission expires: _____

IF A CORPORATION

STATE OF FLORIDA

COUNTY OF MIAMI - DADE

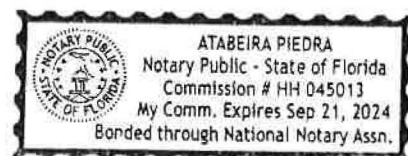
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of March by Cristhianne Munguia [signature] [name] as Bid Coordinator [type of authority], for Allied Univeral Corporation [name of corporation], who is personally known to me or has produced personally known as identification.

[signature]

NOTARY PUBLIC-STATE OF FLORIDA

Name typed, printed, or stamped: Atabeira Piedra

My commission expires: 9/21/2024



Contract Holder E-Verify Registration and Affidavit

Section 448.095, Florida Statutes requires that Contractor register with and use the U.S. Department of Homeland Security's E-Verify system, (<https://e-verify.uscis.gov/emp>) to verify the work authorization status of all Consultant/Contractor employees hired on and after January 1, 2021. Additionally, Contractor shall require all subconsultants/contractors performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Contractor must provide evidence to the District of compliance with Section 448.095, Florida Statutes, prior to entering an Agreement with the District.

Affidavit

I hereby certify that Allied Universal Corporation (Contractor) does not employ, contract with, or subcontract with any unauthorized aliens, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of Allied Universal Corporation (Contractor) proof of registration in the E-Verify system is attached to this Affidavit.



Signature 3/5/2024
Date
Cristhianne Munguia

Print Name

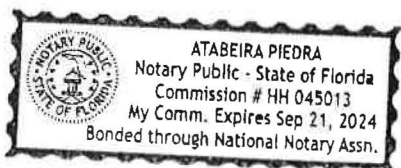
Bid Coordinator, Allied Universal Corporation

Title, Company name

STATE OF FLORIDA

COUNTY OF MIAMI - DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3/5/2024 (date) by Cristhianne Munguia (name of officer or agent, title of officer or agent) of Allied Universal Corporation (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced personally known (type of identification) as identification.





Notary Public
Atabeira Piedra

Name typed, printed or stamped
My Commission Expires: 9/21/2024

**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 PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY by Cristhianne Munguia, Bid Coordinator
(Print individual's name and title)

for Allied Universal Corporation

(Print name of entity submitting sworn statement)

whose business address is 3901 NW 115 Ave Miami, FL 33178

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-0776285
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, 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 with the United States, including, but not limited to, any bid, statement of qualifications, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, 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 entity 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 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. Based on information and belief, 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, or agents who are active in the management of the entity, nor any 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, or agents who are active in the management of the 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, or agents who are active in the management of the 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 THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY 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.

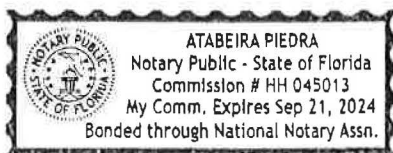

(Signature)

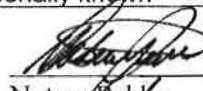
3/5/2024
(Date)

STATE OF FLORIDA

COUNTY OF MIAMI - DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of March, 2024 by Cristhianne Munguia as Bid Coordinator of Allied Universal Corporation, a company organized under the laws of the State of Florida, on behalf of the company, who is personally known to me or has produced personally known as identification.




Notary Public
Atabeira Piedra
Name typed, printed or stamped
My Commission Expires: 9/21/2024



Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

RESOLVED that Cristhianne Munguia, Bid Coordinator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

Supply and Delivery of Sodium Hypochlorite to Peace River Manasota Regional Water Supply Authority.

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 19th day of December 2023.

(Seal of Corporation)



Jim Palmer, President - CEO

8350 NW 93 Street
Miami, Florida 33166
AUC Medley- 305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC Ft. Pierce- 772-464-6195

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 Ft. Pierce - 772-464-6195

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 Manatee - 941-803-4457

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC Jacksonville- 904-619-6180

30 Neil Gunn Drive
Ellisville, MS 39437
AUC Ellisville - 601-477-2550

204 SCM Road
Brunswick, GA 31525
AUC Brunswick - 912-267-9470



SAFETY DATA SHEET

1. Identification

Product identifier	Sodium Hypochlorite, 10-15% Solution	
Other means of Identification		
SDS number	AUC-004	
Synonyms	Aqua Guard Chlorinating Santizier * Aqua Guard Bleach * Aqua Guard Sodium Hypochlorite 10.5% * Aqua Guard Sodium Hypochlorite 12.5% * Sodium Hypochlorite * Liquid Bleach * Bleach * Hypo	
Recommended use	Swimming pool chemical, hard surface cleaner, water treatment, bleaching, textiles, cooling towers, laundry sanitizer and agricultural/ aquacultural purposes	
Recommended restrictions	None known.	
Manufacturer/Importer/Supplier/Distributor Information		
Manufacturer		
Company name	Allied Universal Corporation	
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States	
Telephone	General:	1-305-888-2623
	24-Hour alert:	1-786-522-0207
Website	www.allieduniversal.com	
E-mail	Not available.	
Contact person	Operations Department	
Emergency phone number	CHEMTREC	1-800-424-9300 (US/Canada) +01 703-527-3887 (International)
Supplier	Refer to Manufacturer	

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
OSHA defined hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
Label elements		



Signal word	Danger
Hazard statement	May be corrosive to metals. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.
Precautionary statement	
Prevention	Keep only in original container. Do not breathe mist. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection.

Response	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. Specific treatment (see this label). Wash contaminated clothing before reuse.
Storage	Store locked up. Store in a well-ventilated place. Keep container tightly closed. Store in corrosive resistant container with a resistant inner liner.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	No OSHA defined hazard classes. Other hazards which do not result in classification: Contact with most acids may liberate and toxic gas. Chronic skin contact with low concentrations may cause dermatitis.
Supplemental information	None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Sodium Hypochlorite	HYPOCHLORITE SOLUTION	7681-52-9	10-15.5
Sodium hydroxide	Caustic soda Lye Soda lye	1310-73-2	1-5
Other components below reportable levels			80-90

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. If breathing is difficult, trained personnel should give oxygen. Call a physician or poison control center immediately.
Skin contact	Immediately flush skin with running water for at least 20 minutes. Take off immediately all contaminated clothing. Take off immediately all contaminated clothing. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse. Cover wound with sterile dressing. Do not rub area of contact. Leather and shoes that have been contaminated with the solution may need to be destroyed.
Eye contact	Immediately flush eyes with plenty of water for at least 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing for 10-15 minutes. Call a physician or poison control center immediately. Take care not to rinse contaminated water into the unaffected eye or onto the face.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. If swallowed: Rinse mouth. Do NOT induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.
Indication of immediate medical attention and special treatment needed	Immediate medical attention is required. Causes chemical burns. Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂). Use media suitable to the surrounding fire such as water fog or fine spray, alcohol foams, carbon dioxide. Use water with caution. Contact with water will generate considerable heat.
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Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire. Do not use dry chemical extinguishing agents. Maleic anhydride may react with the basic sodium compounds. Use chemical extinguishing agents with caution. Some chemical extinguishing agents may react with this material.
Specific hazards arising from the chemical	Not considered flammable. Vapors are heavier than air and may spread along floors. Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts violently with a wide variety of organic and inorganic chemicals including alcohol, carbides, chlorates, picrates, nitrates and metals. Toxic fumes, gases or vapours may evolve on burning.
Special protective equipment and precautions for firefighters	Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face piece operated in positive pressure mode. A full-body chemical resistant suit should be worn.
Fire fighting equipment/Instructions	Fight fire with normal precautions from a reasonable distance. Evacuate the area promptly. Move containers from fire area if you can do so without risk. Use water spray to cool unopened containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	Vapors are heavier than air and may spread along floors.
Hazardous combustion products	Hydrogen gas. Hydrogen chloride. Chlorine. Oxygen. Sodium oxides.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Immediately evacuate personnel to safe areas. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Ventilate the area. Remove sources of ignition. Stop leak if you can do so without risk. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Use water spray to reduce vapors or divert vapor cloud drift. Prevent entry into waterways, sewer, basements or confined areas. Remove with vacuum trucks or pump to storage/salvage vessels. Contain and absorb spilled liquid with non-combustible, inert absorbent material (e.g. sand). Small spills can be neutralized by covering with a reducing agent, such as Sodium thiosulfate or Sodium sulphite. If not recoverable, dilute with water or flush to holding area and neutralize.
Environmental precautions	Never return spills to original containers for re-use. Contact the proper local authorities. Contaminated absorbent material may pose the same hazards as the spilled product. For waste disposal, see Section 13. Contact local authorities in case of spillage to drain/aquatic environment. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection. Label containers appropriately. When using, do not eat, drink or smoke. Do not taste or swallow. Do not get in eyes, on skin, on clothing. Wash thoroughly after handling. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Avoid ultraviolet (UV) light sources. Inspect periodically for damage or leaks. Store in corrosive resistant container with a resistant inner liner. Store in original tightly closed container. Keep container tightly closed. Store in a well-ventilated place. Store away from and do not mix with incompatible materials such as acids, oxidizers, organics, reducing agents and all metals except titanium. Keep away from food, drink and animal feedingsuffs.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
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Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3
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US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
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Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3
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US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
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SODIUM HYPOCHLORITE (CAS 7681-52-9)	STEL	2 mg/m3
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Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment**Eye/face protection**

Chemical goggles and face shield are recommended. Eye wash facilities and emergency shower must be available when handling this product.

Skin protection**Hand protection**

Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.

Other

Where contact is likely, wear chemical-resistant gloves, chemical protective clothing, rubber boots, and chemical safety goggles plus a face shield. Use of an impervious apron is recommended.

Respiratory protection

Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. For most conditions no respiratory protection should be needed; however, if discomfort is experienced, use an approved air-purifying respirator. The following should be effective types of air-purifying respirators: Particulate filter.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

When using, do not eat, drink or smoke. Do not breathe mist. Avoid contact with eyes, skin and clothing. Upon completion of work, wash hands before eating, drinking, smoking or use of toilet facilities. Remove soiled clothing and wash it thoroughly before reuse.

9. Physical and chemical properties**Appearance**

Clear yellow/green liquid.

Physical state

Liquid.

Form

Liquid.

Color

Clear to yellow/green.

Odor

Pungent. Chlorine-like.

Odor threshold

Not available.

pH

11 - 13

Melting point/freezing point

-150 °F (-101.11 °C)

Initial boiling point and boiling range

> 212 °F (> 100 °C)

Flash point

Not Applicable

Evaporation rate

Not available.

Flammability (solid, gas)

Not applicable.

Upper/lower flammability or explosive limits**Flammability limit - lower (%)**

Not Applicable

Flammability limit - lower (%) temperature

Not Applicable

Flammability limit - upper (%)	Not Applicable
Flammability limit - upper (%) temperature	Not Applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	12 mm Hg
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Soluble
Partition coefficient (n-octanol/water)	Not available.
Auto-Ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	1.18 g/cm3
Molecular formula	NaOCl
Molecular weight	74.4
Specific gravity	1.165-1.23

10. Stability and reactivity

Reactivity	Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts with amines and ammonia compounds to form explosively unstable compounds. May be corrosive to metals. May be corrosive to: Aluminum. Stainless steel. Carbon steel. Copper. Bronze
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Reacts vigorously or violently with many organic and inorganic chemicals such as: acids, acrolein, acrylonitrile, chlorinated hydrocarbons (e.g. 1,2 dichloroethylene), chlorine dioxide, maleic anhydride, nitroethane, nitroparaffins, 2-nitrophenol, nitropropane, phosphorus, potassium persulfate, and tetrahydrofuran (containing peroxides).
Conditions to avoid	Direct sources of heat. Avoid high temperatures. Direct sunlight. Avoid contact with incompatible materials. Do not use in areas without adequate ventilation. Do not allow evaporation to dryness.
Incompatible materials	Metals. Strong oxidizing agents. Acids. Amines. Ammonia. Reducing agents. Nitrites. Organic compounds.
Hazardous decomposition products	None known, refer to hazardous combustion products in Section 5. In the event of fire the following can be released: Chlorine. Sodium chlorate.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful. May cause irritation to the respiratory system. May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Ingestion may cause severe irritation of the mouth, the esophagus and the gastrointestinal tract.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.

Information on toxicological effects

Acute toxicity

Not expected to be hazardous by OSHA criteria. There is no available data for the product itself, only for the ingredients. See data for individual ingredient acute toxicity data.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	No Data in Literature
<i>Inhalation</i>		
LC50	Rat	No Data in Literature
<i>Oral</i>		
LD50	Rat	No Data in Literature
Sodium Hypochlorite (CAS 7681-52-9)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	> 10000 mg/kg
<i>Inhalation</i>		
LC50	Rat	> 5.25 mg/l/4h
<i>Oral</i>		
LD50	Rat	8910 mg/kg

Skin corrosion/irritation

Hazardous by OSHA criteria.
Causes severe skin burns. Causes severe skin burns and eye damage. Skin corrosion/irritation - Category 1.

Serious eye damage/eye irritation

Hazardous by OSHA criteria.
Causes serious eye damage. Serious eye damage/eye irritation - Category 1

Respiratory or skin sensitization**Respiratory sensitization**

Not expected to be a respiratory sensitizer.

Skin sensitizer

Not expected to be hazardous by OSHA criteria. Not expected to be a skin sensitizer.

May cause an allergic skin reaction (e.g. hives, rash) in some hypersensitive individuals.

Germ cell mutagenicity

Not expected to be mutagenic.

Carcinogenicity

This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

IARC Monographs. Overall Evaluation of Carcinogenicity

Sodium Hypochlorite (CAS 7681-52-9)

3 Not classifiable as to carcinogenicity to humans.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity

This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity - single exposure

Hazardous by OSHA criteria.
May cause respiratory irritation. Specific Target Organ Toxicity (STOT), Single Exposure, Category 3.

Specific target organ toxicity - repeated exposure

Not classified as a specific target organ toxicity -repeated exposure.

Aspiration toxicity

Not expected to be an aspiration hazard.

Chronic effects

Prolonged inhalation may be harmful. Chronic skin contact with low concentrations may cause dermatitis.

12. Ecological information**Ecotoxicity**

Toxic to aquatic life.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Aquatic		
<i>Acute</i>		
Crustacea	EC50	Water flea (Ceriodaphnia dubia)
		40 mg/l, 48 hours

Components	Species	Test Results
Fish	LC50	Western mosquitofish (<i>Gambusia affinis</i>) 125 mg/l, 96 hours
Sodium Hypochlorite (CAS 7681-52-9)		
Aquatic		
<i>Acute</i>		
Crustacea	EC50	Water flea (<i>Daphnia magna</i>) 0.169 mg/l, 48 hours
Fish	LC50	Bluegill (<i>Lepomis macrochirus</i>) 0.58 mg/l, 96 hours

Persistence and degradability	Biodegradation is not applicable to inorganic substances.
Bioaccumulative potential	No accumulation in living organisms is expected due to high solubility and dissociation properties.
Mobility in soil	High water solubility indicates a high mobility in soil.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTIONS (RQ = 100)
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	III
Environmental hazards	
Marine pollutant	Yes
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	IB3, N34, T4, TP2, TP24
Packaging exceptions	154
Packaging non bulk	203
Packaging bulk	241

This product does meet the definition of a marine pollutant as described in 49 CFR section 171.8.

IATA

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	NO
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Other information	
Passenger and cargo aircraft	Allowed.
Cargo aircraft only	Allowed.

IMDG

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	
Marine pollutant	No.
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not available.

DOT



IATA; IMDG



Marine pollutant



15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2)

Listed.

Sodium Hypochlorite (CAS 7681-52-9)

Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories Immediate Hazard - Yes
 Delayed Hazard - No
 Fire Hazard - No
 Pressure Hazard - No
 Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations**US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)**

Not listed.

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. New Jersey Worker and Community Right-to-Know Act

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

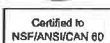
Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 12-03-2020
Version # 04
HMIS H: 3 F: 0 R: 1
NFPA H: 3 F: 0 R: 1



List of abbreviations

Maximum use level for Sodium hypochlorite under NSF/ANSI Standard 60 - Maximum use in potable water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach.

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstract Services
CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR: Code of Federal Regulations
DOT: Department of Transportation
DSL: Domestic Substance List
EC: European Community
EINECS: European Inventory of Existing Commercial chemical Substances
EPA: Environmental Protection Agency
EPCRA: Emergency Planning and Community Right-to-Know Act
HSDB® - Hazardous Substances Data Bank
IARC: International Agency for Research on Cancer
IATA: International Air Transport Association
IBC: Intermediate Bulk Container
IMDG: International Maritime Dangerous Goods
LC: Lethal Concentration
LD: Lethal Dose
NOEC: No observable effect concentration
NTP: National Toxicology Program
OECD: Organisation for Economic Cooperation and Development
OSHA: Occupational Safety and Health Administration
PPE: Personal Protective Equipment
RCRA: Resource Conservation and Recovery Act
RTECS: Registry of Toxic Effects of Chemical Substances
SARA: Superfund Amendments and Reauthorization Act
SDS: Safety Data Sheet
STEL: Short Term Exposure Limit
TLV: Threshold Limit Values
TWA: Time Weighted Average
Prepared by: ICC The Compliance Center Inc. 1-888-442-9628
<http://www.thecompliancecenter.com>

Disclaimer

Disclaimer
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This Safety Data Sheet may not be changed, or altered in any way without the expressed knowledge and permission of ICC The Compliance Center Inc. and Allied Universal Corporation

Bibliography

Canadian Centre for Occupational Health and Safety, CCInfoWeb Databases, 2014
(Chempendium, RTECs, HSDB, INCHEM)
European Chemicals Bureau, Existing Chemicals Work Area, EINECS Information System, 2014.
Material Safety Data Sheet from manufacturer.
OECD - The Global Portal to Information on Chemical Substances - eChemPortal, 2014.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, February 16, 2024** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=ALLIED+UNIVERSAL+CORPORATION&ChemicalName=Sodium+Hypochlorite&PlantCountry=UNITED+STATES&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=ALLIED+UNIVERSAL+CORPORATION&ChemicalName=Sodium+Hypochlorite&PlantCountry=UNITED+STATES&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

Visit this company's website

(<http://www.allieduniversal.com>)

Facility : # 2 Jacksonville, Florida

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Fort Pierce, FL

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100 mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Miami, FL

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
--------------------------	-------------------------	----------------

Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Palmetto, FL

Sodium Hypochlorite[HY]

Trade Designation	Product Function	Max Use
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility : Brunswick, GA

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	74mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	74mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	87mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ellisville, MS

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and

Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Allied Universal Corporation

3901 Northwest 115 Avenue

Miami, FL 33178

United States

305-888-2623

Visit this company's website

(<http://www.allieduniversal.com>)

Facility : # 3 USA

Sodium Hypochlorite[HY]

Trade Designation	Product Function	Max Use
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Number of matching Manufacturers is 2

Number of matching Products is 48

Processing time was 0 seconds



Headquarters
3901 NW 115th Avenue
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305-888-2623 office
305-885-4671 fax

AFFIDAVIT

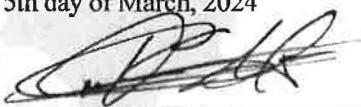
This is to certify that as required, all Sodium Hypochlorite solution to be furnished to Peace River Manasota Regional Water Supply Authority will comply with the AWWA Standards B300-18 and ANSI/NSF standard 60 or as may be amended.

STATE OF FLORIDA
COUNTY OF: Miami-Dade

Sworn to (or affirmed) and Subscribed before me.

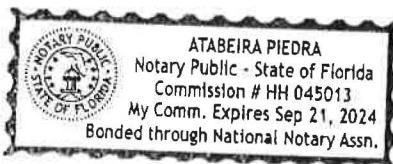
By means of ☒ physical presence or ☐ online notarization.

This 5th day of March, 2024

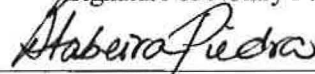
By: 

Cristhianne Munguia
Bid Coordinator

(Notary Seal)



Signature of Notary Public.



Print or Type Name of Notary

Personally Known ☒

Or Produced Identification ☐

Type of Identification Produced

8350 NW 93 Street
Miami, Florida 33166
AUC Medley- 305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC Ft. Pierce- 772-464-6195

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 Ft. Pierce - 772-464-6195

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 Manatee - 941-803-4457

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC Jacksonville- 904-619-6180

30 Neil Gunn Drive
Ellisville, MS 39437
AUC Ellisville - 601-477-2550

204 SCM Road
Brunswick, GA 31525
AUC Brunswick - 912-267-9470



3901 NW 115th Avenue
Miami, FL 33178
305-888-2623 office
305-885-4671 fax

SODIUM HYPOCHLORITE AQUA GUARD CHLORINATING SANITIZER

TECHNICAL SALES SPECIFICATION FOR 10.5% WT AVAILABLE CHLORINE (12.3% BY VOLUME AVAILABLE CHLORINE) SODIUM HYPOCHLORITE SOLUTION

CONCENTRATION (LABELED)	10.5% minimum <u>by weight</u> (12.3% Vol) as stated by the U.S. EPA End Use Pesticide Registration
CONCENTRATION (DELIVERED)	11.0% (12.9% Vol) preferred, 10.5% (12.3% Vol) to 11.2% (13.2% Vol) acceptable as measured by a sodium thiosulfate titration with starch indicator resulting in an available chlorine reading <u>by weight</u> .
CONCENTRATION (MINIMUM)	9.50% <u>By weight</u> (11.1% Vol) available chlorine within 30 days of delivery if stored properly.
GUARANTEED STRENGTH	The manufacturer shall guarantee their chlorine strength to be above 9.50% <u>by weight</u> (11.1% Vol) for thirty full days, if the product has been properly stored, or it will be replaced immediately at no charge to the customer.
FILTRATION	Submicron filtration
MANUFACTURING TEMPERATURE	Temperature during manufacturing not to exceed 100°F (37°C).
EXCESS CAUSTIC	Desired range 0.2% WT - 0.4% WT. Excess alkalinity levels below 0.2%, causes a severe stability problem with bleach, especially during the hot summer months.
IRON (Fe)	Typically .30 ppm or less as a result of filtration
NICKEL (Ni)	.02 ppm or less
COPPER	.02 ppm or less
BROMATES	Complies with US Environmental Protection Agency and National Sanitation Foundation (NSF) requirements.
NSF & AWWA	Certified to NSF/ANSI Standard 60. Maximum use in potable water is 100 mg/L. NSF Non Food Compounds Program Listed (3D, B-1, B-2, D-1, D-2, G-4, GX, G-7 and Q-4 - Registration #134106). Sanitizing solution, used as prescribed by 21 CFR 178.1010. Guaranteed by Allied Universal Corporation to meet AWWA Standard B300 for Sodium Hypochlorite.

AGCSSPEC-08/18

EMERGENCY CONTACT NUMBERS

CORPORATE:

WORKING HOURS:

(305) 888 – 2623

EMERGENCY CONTACTS (OTHER PHONE NUMBERS):

- | | |
|---|--|
| 1. DAN DEBEAU (E FL REGIONAL OPERATIONS MANAGER) | WORK (772) 242-9727, CELL (309) 213-4936 |
| 2. DON COUCHE (MANATEE & NORTH REGIONAL OPERATIONS MANAGER) | WORK (941) 803-4581, CELL (941) 993-2548 |
| 3. MIKE HARRIS (FLEET MAINTENANCE MANAGER) | WORK (912) 267-9590, CELL (912) 571-0704 |
| 4. JAY BRUNELLE (DRIVER SAFETY COMPLIANCE MANAGER - SOUTH) | CELL (413) 222-5440 |
| 5. SHANE LYON (DRIVER SAFETY COMPLIANCE MANAGER – NORTH) | CELL (813) 507-6044 |
| 6. FRANCES MENDEZ (ASSISTANT TSUI OPERATIONS MANAGER) | WORK (786) 646-2840, CELL (386) 334-6992 |
| 7. TOM HARDEN (DIRECTOR TSUI OPERATIONS) | WORK (786) 623-6457, CELL (904) 449-0546 |
| 8. TODD TUCKER (VICE PRESIDENT OF OPERATIONS - SECURITY) | WORK (786) 522-0200, CELL (903) 987-3248 |

US TSA'S TRANSPORTATION SECURITY COORDINATION CENTER:

(703) 563-3236 OR 3237

BRANCHES:

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JAIMIE JOHNSON	CELL # (305) 216-4612
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FRANK JIMENEZ	CELL # (305) 993-8887
FT. PIERCE, FL (772) 464-6195	
DAVID STALLINGS	CELL # (561) 707-2380
WALTER CIECWIERZ	CELL # (201) 993-3536
CATALINA EASTON	CELL # (772) 332-8990
MANATEE, FL	
BILLY ROY	CELL # (813) 405-9086
TRAVIS COFFMAN	CELL # (567) 686-2601
ROY POUND	CELL # (727) 504-2243
BRUNSWICK, GA (912) 267-9470	
WILLIAM WARE	CELL # (502) 333-8059
LOGAN VANADORE	CELL # (912) 282-9391
CHARITY BREWER	CELL # (912) 230-8680
JACKSONVILLE, FL (AND DOTHAN, AL) (904) 438-4976	
KY NICHOLSON	CELL # (904) 607-8141
DAVID SCHULTZ	CELL # (912) 222-9487
LISA DALE	CELL # (770) 769-6528
ELLISVILLE, MS (AND MOBILE, AL) (601) 477-2550	
BOB BOYKIN	CELL # (601) 678-8275
TIGRAN ARMSTRONG	CELL # (601) 554-6582
TOSHABA FAIRLEY	CELL # (601) 596-4377

12/11/2023



3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

July 2017

Dear Allied Customer:

As a member of the National Association of Chemical Distributors and The Chlorine Institute, Allied Universal Corporation strongly encourages all of its customers to formulate, periodically review and update their procedures for the proper handling and use of Allied's chemical products. Customer procedures should, of course, include emergency preparedness and plans for handling potential chemical spills and releases.

It is the responsibility of each customer to develop its own individual, site-specific emergency procedures. The attached "Spill Contingency" pamphlet contains examples of some of the types of procedures customers may wish to consider when formulating, reviewing or updating their respective emergency procedures. Customers should NOT rely upon these examples, as they are not intended to be comprehensive, nor will they be appropriate for every customer, since our customers' business operations, personnel, physical facilities and locations are diverse, and customer practices and procedures will, by necessity, vary accordingly. Customers may, however, find these examples useful in formulating, reviewing or updating their own individualized, site-specific practices and procedures.

Allied strongly recommends that each customer consult with a qualified and licensed environmental cleanup service in formulating emergency procedures for handling chemical spills or releases. As part of these procedures, each customer should have available for immediate use the contact information for local environmental cleanup services.

All customers must ensure that their employees are trained in the proper and safe handling and use of all chemical products, and that their employees are familiar with all applicable labels and Safety Data Sheets. This employee training must be documented and maintained on file at all times, in accordance with applicable government regulations.

It is the responsibility of every customer to familiarize themselves and to comply with all applicable federal, state and local laws and regulations pertaining to chemicals utilized in the customer's business operations, including, but not limited to, Title 29 of the Code of Federal Regulations, section 1910.38. Customers should not rely upon the attached exemplar procedures. Customers should consult with and rely only upon the advice of licensed legal and environmental professionals. Allied will not be responsible for any incidental, consequential, special or other damages arising from or relating to the attached exemplar procedures, or its customers formulation and implementation of emergency preparedness and chemical cleanup procedures.

If Allied can assist your efforts in the proper handling of our products, please contact your Sales Representative.

WARNING: CUSTOMERS SHOULD NOT RELY UPON THESE EXEMPLAR PROCEDURES, AS THEY ARE INTENDED SOLELY FOR THE CUSTOMER'S USE AS A STARTING POINT IN FORMULATING EACH CUSTOMER'S INDIVIDUAL, SITE -SPECIFIC EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES. CUSTOMERS SHOULD CONSULT WITH AND RELY ONLY UPON THE ADVICE OF LICENSED LEGAL AND ENVIRONMENTAL PROFESSIONALS IN FORMULATING THEIR INDIVIDUAL, SITE-SPECIFIC PROCEDURES. ALLIED IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL AND SPECIAL DAMAGES, ARISING FROM THE CUSTOMER'S FORMULATION AND IMPLEMENTATION OF EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES.

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SPILL CONTINGENCY

In the event of a spill or leak, the employee discovering the spill or leak should immediately notify the site supervisor or manager. The site supervisor or manager should direct the employee to determine the source or cause of the leak and provide the employee with instructions on how to control or contain the incident, if possible. If containment and control is not possible, the facility owner or authorized site manager manager/supervisor should call the local public agency and first responders as well as their supplier.

Please insert applicable phone numbers and names for your location.

EMERGENCY RESPONSE PHONE NUMBERS	
FIRE DEPARTMENT	911
ALLIED 24HR CHEMICAL SPILL EMERGENCY NUMBER	1-786-522-0207 Or CHEMTREC 1-800-424-9300
ALLIED BRANCH SUPPLIER NUMBER: Miami, FL Ft. Pierce, FL Jacksonville, FL CFI - Tampa, FL Brunswick, GA Ranger, GA Ellisville, MS	305-888-2623 x0201 or x0202 305-888-2623 x0601 or x0602 305-888-2623 x1201 or x1202 305-888-2623 x0901 or x0902 305-888-2623 x0401 or x0402 305-888-2623 x0701 or x0702 305-888-2623 x1001
ALLIED SALES REPRESENTATIVE	
LOCAL HOSPITAL NAME & PHONE NUMBER	
OTHER APPLICABLE EMERGENCY NUMBERS	
FACILITY NEIGHBOR	
FACILITY NEIGHBOR	

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Hazardous Materials such as Sodium Hypochlorite Solution (Bleach), Sodium Hydroxide Solution (Caustic Soda or just Caustic) and Acids have different properties and as such have different Reportable Quantities (RQ) dealing with notification. Reportable Quantity (RQ) as defined by the USEPA, means that quantity (as set forth by regulation), the release of which requires notification to the National Response Center at 1-800-424-8802.

Both the USEPA and USDOT have published tables on Reportable Quantities for Hazardous Substances in the United States Code of Federal Regulations: EPA 40 CFR § 302.4 and DOT at 49 CFR § 172.101 APPENDIX A, Table 1.

It should be understood that the RQ's as listed by both USEPA & USDOT are for pure substances. The chart on page 8 can be used to determine whether a RQ leak or spill has occurred.

If a spill, leak or release to the environment, has occurred over the RQ amount, and material has not been contained by a containment device (e.g. scrubber, building, dike, etc.), notification to Federal, State and local authorities must and may have to be made. Federal notification is required, State and Local notification will vary from State-to-State and locality-to-locality. You must check with your State and Local applicable authorities to determine notification requirements. The Federal and some State numbers are listed below:

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US NATIONAL RESPONSE CENTER	800-424-8802
FL STATE WARNING POINT	800-320-0519
GA OFFICE OF EMERGENCY SERVICES	800-241-4113
MS STATE WARNING POINT	800-222-6362

If it has been determined that a release in excess of the Reportable Quantity (RQ) has occurred (see listings on page 8) to the air, grounds or waters of the State, notification must be made within 15 minutes from the time the release was discovered in accordance with the United States Code of Federal Regulations 40CFR §302.6 and §355.40(b) to:

1. National Response Center 800-424-8802

And to the following agencies per State applicable laws:

2. The State Warning Point/State Emergency Response Hotline

When notification is required to the Federal government and State government via the National Response Center and State Emergency Response Center require specific information as per 40CFR §355.40(b)(2)(i - vii). This information includes but will not be limited to:

1. Name, location, and telephone number
2. Name and address of the party responsible for the incident
3. Date and time of the incident
4. Location of the incident
5. Source and cause of the release or spill (i.e. tank failure)
6. Types of materials (i.e. chemical) released or spilled

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7. Quantity of material released or spilled
8. Danger or threat posed by the release or spill (i.e. acute or chronic health risks, environmental damage, etc. – use a Material Safety Data Sheet for this information)
9. Number and type of injuries (if any)
10. Mitigation efforts, if any, being made to stop the release
11. Weather conditions at the incident location
12. Any other relevant information

Within seven (7) days after a release which requires verbal notification to the Federal and State governments, the owner or operator of the facility shall provide a written follow up emergency notice to the State Emergency Response Center and Local Emergency Planning Council (LEPC). The letter should contain, at a minimum, the following information:

1. Chemical Name - Include whether an extremely hazardous substance. Also, the UN (i.e. UN 1791 for bleach, UN 1824 for caustic, etc).
2. Location, time and duration of release.
3. Medium or Media into which the release occurred.
4. Estimate of quantity of product released.
5. Known or anticipated acute or chronic health risks associated with the emergency and where appropriate, advice regarding medical attention necessary for exposed individuals. (Use Material Safety Data Sheet - MSDS).
6. Actions that were taken as a result of the release, including evacuation and hospitalizations, and
7. Name and telephone number of Emergency Coordinator.

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The following table lists the name and addresses of a few of these agencies:

WRITTEN FOLLOW-UP NOTIFICATION ADDRESSES	
FL STATE EMERGENCY RESPONSE COMMISSION	FL State Emerg. Response Commission 255 Shumard Oak Boulevard Tallahassee, FL 32399 800-320-0519
GA DEPARTMENT OF NATURAL RESOURCES	Department of Natural Resources Environmental Protection Division 7 Martin Luther King Drive, Room 643 Atlanta, Georgia 30334 800-241-4113
MS EMERGENCY MANAGEMENT AGENCY	MEMA PO Box 4501 Jackson, MS 39296-4501 800-222-6362 601-352-9100
OTHER STATE EMERGENCY AGENCY	INSERT ADDRESS HERE
LOCAL EMERGENCY PLANNING COMMISSIONS	CHECK WITH YOUR LEPC TO DETERMINE WHERE YOUR LETTER MUST BE SENT.

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REPORTABLE QUANTITY CHEMICAL LIST

<u>PRODUCT</u>	<u>RQ - IN GALLONS</u>	<u>RQ - IN POUNDS</u>
CHLORINE GAS	0.86 Gallons	10 Pounds
MURIATIC ACID 20 Bé (Hydrochloric Acid)	1,639 Gallons	5000 Pounds
MURIATIC ACID 22 Bé (Hydrochloric Acid)	1,449 Gallons	5000 Pounds
SODIUM BISULFITE SOLUTION - 38%	1,170 Gallons	5000 Pounds
SODIUM HYPOCHLORITE SOLUTION - 10.5%	98 Gallons	100 Pounds
SODIUM HYPOCHLORITE SOLUTION - 12.5%	80 Gallons	100 Pounds
SODIUM HYPOCHLORITE SOLUTION - 15%	64 Gallons	100 Pounds
SODIUM HYDROXIDE SOLUTION - 50%	156 Gallons	1000 Pounds
SODIUM HYDROXIDE SOLUTION - 25%	374 Gallons	1000 Pounds
SULFUR DIOXIDE	44 Gallons	500 Pounds
SULFURIC ACID - 28 Bé	296 Gallons	1000 Pounds

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I. PROCEDURES FOR SODIUM HYPOCHLORITE SOLUTION

DO NOT REFER TO SODIUM HYPOCHLORITE AS CHLORINE OR LIQUID CHLORINE. DO NOT USE CHLORINE IN THE DESCRIPTION AS IT IS CONFUSING (THEY ASSUME IT TO BE CHLORINE GAS) TO PUBLIC RESPONDERS. DESCRIBE PRODUCT SPILLED AS SODIUM HYPOCHLORITE, BLEACH, OR LIQUID BLEACH.

1. Spill or Leak in Bulk Storage Tank
 - a. Containment drain valve (if available) must be closed. Valve should only be opened to drain rainwater from containment and closed afterward. Verify State and local regulations for discharging rainwater prior to discharging. Chlorine levels and pH must not exceed State and local requirements before discharging.
 - b. Determine the source of the actual leak.
 - c. If the storage tank system is not damaged, pump only good Sodium Hypochlorite back into the storage tank for re-use.
 - d. Spilled or released Sodium Hypochlorite that cannot be recovered or reused must be neutralized and properly disposed of in accordance with applicable Federal, State and Local regulations.
 - e. Notify your supplier.
2. Discharges to Ground or Pavement
 - a. Determine the source of the Sodium Hypochlorite leak.
 - b. Stop the leak and contain the spilled product.
 - c. If the personal safety of facility individuals is in danger, site supervision should evacuate the facility.
 - d. Notify the local Fire Department.

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- e. Spilled/released Sodium Hypochlorite that cannot be recovered/reused must be neutralized and properly disposed of in accordance with applicable regulations.
- f. Notify your supplier.

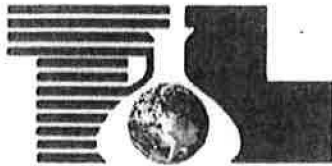
3. Treatment, Neutralization, Clean Up Procedures

- a. Spills of Sodium Hypochlorite solution should never be rinsed or flushed to drains or sewers. Suitable absorbent materials such as sand, vermiculite or clay should be used to absorb the material. Contaminated absorbents and soils should be scraped up using shovels and placed in suitable hazardous material containers and disposed of in accordance with all Federal, State and Local regulations.
- b. Neutralization of Sodium Hypochlorite may be accomplished using Sodium Sulfite, Sodium Bisulfite or Sodium Thiosulfate. Ratio is approximately one (1) pound for each gallon of spilled material. Material should be dissolved in a bucket of clean, clear water and applied to the residue area. Caution should be used as some heat may be generated during this process. By-products of this neutralization are water, salts and liberation of oxygen to the atmosphere.
- c. After neutralization has been conducted, the remaining residue is generally considered safe for rinsing to local sewer systems connected to Waste Water Treatment Stations.

Permission must be obtained through the local treatment facility and local environmental agencies before any rinsing of residue is started.

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THORNTON LABORATORIES TESTING & INSPECTION SERVICES, INC.

1145 E. Cass St, Tampa, FL 33602
Phone: 813-223-9702 Fax: 813-223-9332
WWW.THORNTONLAB.COM

30-Jan-2024

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Report for: Allied Universal Corporation
3901 NW 115th Avenue
Miami, FL 33178
Attn: Jim Palmer

Sample Identification:
Sodium Hypochlorite
Proj: Bid Sample

Date Received: 23-Jan-2024

Laboratory Number: 459939

CERTIFICATE OF ANALYSIS OFFICIAL ANALYSIS *

Method	Parameter	Result	Units
AWWA B-300	Sodium Hypochlorite (NaOCl)	11.43	%
	Available Chlorine (Cl ₂)	10.88	%
	Sodium Hydroxide (NaOH)	0.31	%
	Specific Gravity @ 60 oF	1.1743	
ASTM	Sodium Carbonate (Na ₂ CO ₃)	0.40	%
AOAC 2006.03 (mod)	Copper (Cu)	< 0.03	ppm
	Iron (Fe)	< 0.05	ppm
	Nickel (Ni)	< 0.03	ppm
S.M.4110B +	Chlorates	< 100	ppm
	Bromates	< 2	ppm
	Perchlorates	< 10	ppm
NOVATEK	Filtration Test Time / 1 liter @ 72oF	107	seconds

* Average of closely agreeing duplicate determinations.

+ Analysis by Precision Petroleum Labs.

THORNTON LABORATORIES
Steve Fickett, III

Thornton Laboratories Testing & Inspection Services, Inc. responsibility for the above analysis, opinions,
or interpretations is limited to the invoice amount.

Company ID Number: 122833

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Allied Universal Corporation
Company Facility Address	3901 NW 115 Avenue Miami, FL 33178
Company Alternate Address	3901 NW 115 Avenue Miami, FL 33178
County or Parish	MIAMI-DADE
Employer Identification Number	590776285
North American Industry Classification Systems Code	325
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	8 site(s)



Company ID Number: 122833

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1
FL	5
GA	1
MS	1

 SAFETY POLICY	SERIES: 700	PROCEDURE: 700
ALLIED UNIVERSAL CORPORATION		
SUBJECT: SAFETY PROGRAM POLICY		
ISSUED BY: REGULATORY AFFAIRS MANAGER APPROVED BY: OPERATIONS DEPARTMENT	LAST MODIFIED: January 2019	
SAFETY EQUIPMENT REQUIRED: None	FORMS REQUIRED: • Officer Risk Policy Commitment	

700.0 SAFETY PROGRAM POLICY

PURPOSE: Establishment of a workplace safety program involving management and employees.

SCOPE: A clear definition of management's commitment to providing the employees with a safe and healthful work environment and to comply with various occupational safety and health regulations.

700.1 Management Commitment

Allied Universal Corporation (AUC) is committed to conducting its business activities and operations in a manner which provides a safe environment for its employees and visitors. Senior management has pledged to manage the business by continuously improving upon the responsible distribution of the chemicals in a safe and secure manner. This pledge is posted at each plant office, and is known as the *Officer Risk Policy Commitment* statement.

As part of the company's pledge, management and employees will be actively involved in establishing and maintaining an effective workplace safety and security program, which will include at a minimum:

1. Identifying current safety and security regulations and issues.
2. Identify the skills, knowledge, personal protective equipment and training necessary to perform a job.
3. Providing safety and health education, security policy and procedures, and job function specific training to new employees.
4. Providing safety and health education, security policy and procedures, and training and retraining for employees and outside contractors.
5. Assuring that all personnel in safety critical jobs are fit for duty and not compromised by external influences.
6. Establishing and promoting employee participation in improving and maintaining safe working conditions.
7. Writing, reviewing, and updating workplace safety and security policies and procedures.
8. Writing, reviewing, and updating workplace operating policies and procedures.
10. Investigate, record, maintain and control all workplace-related injuries/illnesses/exposures, vehicle accidents, environmental releases, as well as security incidents.
11. Conduct internal inspections to confirm safety and security operating procedures are being implemented and followed.
12. Establishing and implementing disciplinary procedures for employees or outside contractors whom willfully or repeatedly violate company policies and procedures.
13. Establishing and maintaining a process safety management and risk management program as well as facility security programs as applicable.

 SAFETY POLICY ALLIED UNIVERSAL CORPORATION CONTINUATION	SERIES: 700	PROCEDURE: 700
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14. Implementing the *National Association of Chemical Distributors Responsible Distribution Codes and Guiding Principles*, and abiding by the *Chlorine Institute Member Safety and Security Commitment*.
15. Maintain a state of readiness for all chemical and security emergencies.
16. Adhering to applicable local, state, and national laws, rules and regulations in respect to the handling, use, storage, transportation and disposal of chemicals, including the DHS Chemical Facility Anti-Terrorism (CFATs) as applicable.
17. Proper operations per the parameters of various air, water, industrial waste and other environmental permits.
18. Proper testing of packages and packaging of hazardous material goods per the requirements of the US DOT PHMSA.
19. Timely review and response to all documented employee safety suggestions.
20. Assure that all safety critical equipment complies and maintained according to good engineering practices.

700.2 Responsibilities

700.2.1 Employee Safety Responsibilities

Each employee is responsible for performing job tasks in a safe manner, following the specified job task procedure and wearing the required personal protective equipment. It is the policy of AUC that all employees report unsafe work conditions. AUC employees may refuse to perform work tasks if the work is unsafe or for which they have not received proper training. Employees must report all accidents, injuries, chemical exposures, chemical spills, security incidents and unsafe work conditions to their Supervisors, Plant Manager and/or Branch Manager immediately. A report of unsafe work conditions to Management may not result in disciplinary action against the employee. However, if any employee fails to report accidents, injuries, exposures, security incidents, chemical spills and/or unsafe work conditions, Management is to ensure the employee is retrained to understand the seriousness of this requirement, and disciplined as required for failure to follow reporting policies (which are explained to employees at hire and once per calendar year).

Employee recommendations to improve safety and health conditions in the workplace will be given thorough consideration by our Management team. Plant employees may inform their Managers, or call the Human Resources Department at 305-888-2623, extension 0124. Drivers may utilize the PeopleNet system to send a direct message to Management regarding safety concerns. Management will give top priority to recommendations to correct unsafe conditions in the facilities.

Workplace policies and procedures as well as hazardous communication will be provided to all employees at an accessible location in the facility, either in written or electronic format. Employees may also request to Management to review this documentation if not readily available. Management encourages each employee to read and review these policies, procedures and the Hazardous Communication Plan to gain a better understanding of the chemicals they handle as well as workplace procedures and policies.

 SAFETY POLICY ALLIED UNIVERSAL CORPORATION CONTINUATION	SERIES: 700	PROCEDURE: 700
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700.2.2 Management Safety Responsibilities

The primary responsibility for the coordination, implementation and maintenance of the AUC's Safety Program has been assigned to the Operations Department.

The Regulatory Affairs Manager is charged with direct oversight of these programs, except for those related to waste disposal, environmental permitting and permit reporting as well as accident reporting of any kind. Additional responsibilities and issues include regulatory monitoring of safety and health (OSHA regulations, best practices, etc.) and Management of the Process Safety Management, Risk Management, Emergency Preparedness, Hazardous Communication and Respiratory Protection Program. The Manager oversees the company training program as well as writing of policies and procedures. He or she is the primary designated Responsible Distribution Code Coordinator.

The Risk Management Specialist is responsible for the company training program and accident reporting and investigation program, including all vehicle, employee, contractor, security and chemical release accidents/incidents as well as follow-up notifications to the US DOT, US DHS and US EPA (including State Emergency Response Commission and Local Emergency Planning Council). The Specialist is also the primary administrator and caretaker of the company database system for training and accidents, including the one of the lead investigators to all accident reports as well as the development of policies and procedures, training and more to aide in the prevention of accidents and incidents. Additional responsibility is to ensure the Confine Space Program, Hazardous Energy Program, Electrical, Aerial Lift and other safety programs are properly implemented, with proper tools available for the job task to promote safe work. He or she is the Administrator of the Hazardous Communication Plan, responsibilities include advising the facilities on the plan requirements, managing the proper implementation at each facility location, and to maintain or oversee the maintenance of the company as well as facility Safety Data Sheets. He or she is a designated Responsible Distribution Code Coordinator.

The Driver Safety Compliance Manager is responsible for ensuring through training and assessments or reviews, the company's drivers understand and adhere to rules, policies and procedures and are safely operating their equipment.

The Branch Manager, under the supervision of the Regional Operations Managers and the Vice President of Operations, and his or her designees are responsible for safety at the Branch level. Responsibilities include, but are not limited to:

- Employee orientation and training, including employee identification badges (and TWIC and TSDB where required);
- Visitor and contractor orientation and safety;
- Safety and security signs posted and legible;
- Proper posting of permits and other required documents;
- Communication and enforcement of safety and operational policies and procedures;
- Branch maintenance, including the maintenance of various operational equipment and proper housekeeping as well as perimeter and inner perimeter security physical security measures;



SAFETY POLICY

ALLIED UNIVERSAL CORPORATION

CONTINUATION

SERIES:

700

PROCEDURE:

700

- Emergency preparedness, including upkeep of emergency response plans, emergency contact lists, the readiness of emergency equipment and training for emergency and first aid responders;
- Conducting an accident investigation for all occupational, vehicle, security and chemical accidents;
- Upkeep of the Days Without An Accident White Board so that it accurately records the number of days since the last submitted First Notice of Injury Report, and
- Site security, including roles identified in the security plan.



ALLIUNI-01

TGARRIDO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collinsworth, Alter, Fowler & French, LLC 15050 NW 79th Court Suite 200 Miami Lakes, FL 33016	CONTACT NAME: Teresa Garrido PHONE (A/C, No, Ext): (305) 822-7800 FAX (A/C, No): (305) 362-2443 E-MAIL ADDRESS: tgarrido@caffilc.com														
INSURED Allied Universal Corp. 3901 NW 115 Avenue Miami, FL 33178	<table><tr><td>INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Nautilus Ins Company</td><td>17370</td></tr><tr><td>INSURER B: Great Divide Ins Co</td><td>25224</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nautilus Ins Company	17370	INSURER B: Great Divide Ins Co	25224	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR ☒ Retro Date 1/12/1988 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	X		GLP202370316	8/31/2023	8/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X		BAP202370416	8/31/2023	8/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$	X		FFX202370616	8/31/2023	8/31/2024	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Poll Liab Claim MAd			SSP202370516	8/31/2023	8/31/2024	Ech Poll Condition** \$ 1,000,000
A	Poll Retro 8/21/95			SSP202370516	8/31/2023	8/31/2024	Total Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Peace River Manasota Regional Water Supply Authority, its directors, officers, employees and agents are included as additional insured with respect to general liability and auto liability on a primary and non-contributory basis when required by written contract. 30 day notice of cancellation subject to policy terms and conditions.

CERTIFICATE HOLDER Peace River Manasota Regional Water Supply Authority 9415 Town Center Parkway Lakewood Ranch, FL 34202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Arthur J. Gallagher Risk Management Services, LLC 9155 S Dadeland Blvd Suite 1112 Miami FL 33156	CONTACT NAME: Lillie Alvarez PHONE (A/C, No, Ext): 305-639-3143 E-MAIL ADDRESS: Lillie_Alvarez@ajg.com FAX (A/C, No): 305-592-4049
INSURED Allied Universal Corporation 3901 NW 115th Ave Miami, FL 33178	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Company of Pittsburg INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
ALLIUNI-03	NAIC # 19445

COVERAGES**CERTIFICATE NUMBER:** 1810670459**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC 039-32-6857	6/30/2023	6/30/2024	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation in favor of Peace River Manasota Regional Water Supply Authority the Authority, its directors, officers, employees and agents on Workers Compensation policy per form WC 00 03 13 (Ed. 04/84).

CERTIFICATE HOLDER**CANCELLATION**

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch FL 34202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 6/30/2022

forms a part of Policy No. WC 039326857

Issued to ALLIED UNIVERSAL HOLDING CORPORATION

By GRANITE STATE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

Archive Copy

Exhibit “B”

Confirmation Letter from Allied Universal Corporation to City of Mount Dora
Dated May 22, 2024



Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

May 22, 2024

City of Mount Dora
William Mitchell
Utilities Engineer
1215 N. Highland Rd
Mount Dora, FL 32757
O: (352) 735-7151
Email: Mitchellw@ci.mountdora.fl.us

Re: Bid# 2024-0-2024RK, Sodium Hypochlorite

Dear Mr. Mitchell:

Please use this letter as confirmation that Allied Universal Corporation will offer the City of Mount Dora a piggyback agreement on Peace River Manasota Regional Water Supply Authority, BID# 2024-0-2024RK for Sodium Hypochlorite, with pricing listed below.

Sodium Hypochlorite/Bulk \$1.56

Note this "piggyback" offer is only good from July 3, 2024 to April 30, 2025, during which the City of Mount Dora agrees to purchase from Allied all the City's Sodium Hypochlorite requirements for an estimated volume of 150,000 gallons. If you agree with this offer along with the terms and conditions as stated on the original bid, and wish to be included in this Bid contract please signify by signing this letter and returning by June 5, 2024 via email to bids@Allieduniversal.com

We appreciate your business and look forward to our continued working business relationship.

Very truly yours,

Allied Universal Corporation


J. Palmer, President/CEO

City of Mount Dora

Name: _____

Signature: _____

Title: _____

Date: _____

Cc: T. Koziatek, VP of Sales
R. Fernandez, AUC Regional Sales Manager
P. Conkling, Sales Rep
S. Moros, Bid Coordinator

8350 NW 93 Street
Miami, Florida 33166
AUC Medley - 305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC Ft. Pierce - 772-464-6195

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 Ft. Pierce - 772-464-6195

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 Manatee - 941-803-4457

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC Jacksonville - 904-619-6780

30 Neil Gunn Drive
Ellisville, MS 39437
AUC Ellisville - 662-477-2356

204 SCM Road
Brunswick, GA 31525
AUC Brunswick - 912-267-9470



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

DATE: July 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Master Services Agreement with BEEFREE (doing business as Freebee) for Parking Shuttle Transportation Services

Introduction:

This is a request for City Council to approve the Master Services Agreement with BEEFREE (doing business as Freebee) for Parking Shuttle Transportation Services.

Discussion:

At the November 7, 2023 meeting, City Council was presented 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.

Subsequently, RFP# 24-ED-007 for Parking Shuttle Transportation Services was issued and on April 16 2024, City Council approved the Evaluation Committee's final ranking and authorized staff to enter into negotiations with BeeFree, LLC, doing business as Freebee.

If the contract is approved, Freebee will operate two (2) electric vehicle shuttles on Friday, Saturday, and Sunday from 9:00am - 10:00pm within the Community Redevelopment Agency (CRA) boundary (Attachment #1) starting October 1, 2024. The one (1) year pilot program will conclude September 30, 2025 and at the City Council's discretion, the contract may be extended for an additional two (2) two-year terms.

Jason Spiegel, Managing Partner of Freebee, will provide an overview of the mobile application-based transportation and marketing services that will be provided.

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.

Strategic Impact:

GOAL 2: Infrastructure / Public Safety

Objective 2.1. Improve parking capacity/Identify final location

Recommendation:

City Council approve the Master Services Agreement with BEEFREE (doing business as Freebee) for Parking Shuttle Transportation Services.

Attachment(s):

1. Attachment #1 - Parking Shuttle Stop Locations
2. 06.04.2024.MountDoraBEEFREE MSA - CLEAN

Prepared by:	Misty Sommer, Director of Economic Development & Public Information	
Reviewed by:	Matthew Dodson, Budget Officer	Approved - 6/24/2024
	Rita Meade, Finance Director	Approved - 6/25/2024
	City Attorney, City Attorney	Approved - 6/25/2024
	Jeanann Hand, City Clerk	Approved - 6/25/2024
	Vince Sandersfeld, City Manager	Final Approval - 6/25/2024

Parking Shuttle Stop Locations



MASTER SERVICES AGREEMENT

This **Master Services Agreement** (“Agreement”) is made and entered into on this ____ day of July 2024, by and between BEEFREE, LLC, a limited liability company duly organized and existing under the laws of the State of Florida and having its principal place of business at 371 NE 61st St, Miami, Florida 33137 (“BEEFREE”), and the MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY, a dependent special district of the City of Mount Dora, a municipal agency of the State of Florida and having its principal place of business at 510 North Baker Street, Mount Dora Florida 32757 (“CRA”). This Agreement provides the general terms and conditions applicable to CRA’s purchase of services from BEEFREE.

1. Scope of Services. This Agreement shall serve as a master agreement between the Parties, which sets forth the basic terms that shall apply to the respective rights and obligations of the Parties during the term of this Agreement. Specific services and rates for such services shall be set forth in a separate Rates and Services Addendum (“Addendum”), which may be agreed to from time to time between the Parties, and which shall require execution by each party hereto in order to be effective and binding. Each Addendum shall reference this Agreement and shall be governed by the terms and conditions herein. In the event of a conflict between any Addendum and this Agreement, the terms and conditions of this Agreement shall control, unless the Addendum expressly states that the terms and conditions of the Addendum shall control. Specific terms in an Addendum shall not affect any other Addendum under this Agreement without the express written agreement of the Parties.

2. Description of Services. BEEFREE provides mobile application-based transportation and marketing services to members of the public for the benefit of its clients via BEEFREE’s 100% electric and customized vehicles known as “Freebees” (the “Services”). As BEEFREE’s services are specifically tailored for each of its clients, the specific nature of the services that will be provided to CRA hereunder will be specified in the Addendum(s) hereto.

3. Compensation and Payment. The rates for services will be based on the type and number of services requested by CRA, and will be specified in the Addendum(s) hereto. Unless otherwise stated in the Addendum(s) hereto, CRA shall make payment to BEEFREE on a monthly basis, on or before the first calendar day of each month. BEEFREE will electronically invoice CRA fourteen (14) days prior to payment due date. Any payments not received within thirty (30) calendar days of the payment due date shall bear interest at the maximum statutory rate until paid. Any and all disputes related to an invoice issued by BEEFREE must be made by CRA, in writing, within thirty (30) calendar days of the payment due date for the invoice.

4. Term and Period of Performance. The initial term of this Agreement shall be for a period of one (1) year (“Term”) and the Term shall commence on October 1st, 2024, and, unless terminated earlier pursuant to Section 5 below or by mutual written agreement between the Parties, shall continue in full force and effect thereafter until September 30th, 2025. At the CRA’s sole discretion, the Term of this Agreement may be extended for an additional two (2) two-year terms (each a “Renewal Term”), by written notice from the CRA to BEEFREE at least sixty (60) days prior to the conclusion of the then-existing term.

5. Independent Contractor. BEEFREE acknowledges entering into this Agreement as an independent contractor, and BEEFREE shall therefore be responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes, or any similar fees or taxes that become due and shall be responsible for the collection and payment of all withholdings, contributions, and payroll taxes relating to BEEFREE’s Services, or those of employees of BEEFREE. The CRA shall not withhold from sums payable to BEEFREE, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. BEEFREE, its employees or agents, will not be considered as employees of the CRA or entitled to participate in plans, distributions, arrangements or other benefits extended to City of Mount Dora (“City”) employees. BEEFREE is an independent contractor. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. Nothing herein shall imply or shall be deemed to imply an agency relationship between the CRA and BEEFREE. BEEFREE has no authority to bind the CRA to any promise, debt, default, or undertaking. BEEFREE and the CRA agree that it is not intended that any provision of the Agreement establish a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

6. Compliance with Applicable Law. In performance of the Services, BEEFREE will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, odes, criteria, and standards, including but not limited to, compliance with all local, state, and federal Equal Employment Opportunity

(EEO) and American with Disabilities Act (ADA) requirements. It shall be the responsibility of BEEFREE to obtain and maintain, at no cost to the CRA, any and all licenses and permits required to complete the Services. BEEFREE warrants that it fully complies with all federal laws and regulations regarding the employment of aliens and others and that all employees performing work under this Agreement meet the citizenship or alien status requirements set forth in federal statutes and regulations. BEEFREE shall indemnify, defend, and hold harmless the City of Mount Dora, CRA, and the City of Mount Dora's and/or CRA's elected and appointed officials and employees from and against any sanctions and any other liability which may be assessed against BEEFREE or the City of Mount Dora or CRA in connection with any alleged violation of any federal statutes or regulations pertaining to the eligibility for employment of any persons performing the Services or any other work or services under this Agreement.

7. Equal Opportunity. It is understood that BEEFREE shall not discriminate against any employee in the performance or the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of race, creed, color, national origin, age, disability, sex, gender identity, sexual orientation, or any other legally protected class. Discrimination, harassment, and/or violations of this clause and City of Mount Dora non-discrimination policies will not be tolerated and are grounds for immediate termination of the contract without liability to the City of Mount Dora, CRA or its employees.

8. Termination. This Agreement, along with any Addendums hereto, may be unilaterally terminated in any of the following manners:

(a) Termination for Cause: If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement or its Addendums, then that party may provide notice to the other party describing the alleged failure in reasonable detail. If the alleged failure relates to a failure to pay any sum due and owing under this Agreement, the breaching party shall have fifteen (15) business days after notice of such failure to cure the breach. If the breaching party fails to cure within the specified time, then the non-breaching party may immediately terminate this Agreement for cause by providing notice to the breaching party. With respect to all other defaults, if the breaching party does not, within thirty (30) calendar days after receiving such written notice, cure the material failure, then the non-breaching party may terminate this Agreement for cause by providing notice to the breaching party.

(b) Termination for Bankruptcy: Either party shall have the immediate right to terminate this Agreement, by providing written notice to the other party, in the event: (i) the other party enters into receivership or is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (ii) a substantial part of the other party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.

(c) Termination for Convenience. The CRA may terminate this Agreement, along with any Addendum(s), for convenience, without cause, at any time by providing ninety (90) days written notice to BEEFREE. In the event of a termination for convenience, BEEFREE shall be paid for all services performed through the date of termination, based on the percentage of services completed and BEEFREE shall not be entitled to any other compensation or damages from the CRA, except to the extent the CRA has otherwise breached this Agreement.

(d) Payments Due: The termination of this Agreement shall not release either party from its obligation to make payment of any and all amounts then or thereafter due or payable.

(e) Continuation of Services: BEEFREE will continue to perform Services during the notice period unless otherwise mutually agreed upon between the Parties in writing. In the event that CRA provides notice of termination and directs BEEFREE not to perform the services during the notice period, CRA agrees to pay BEEFREE an amount equal to the amount normally due to BEEFREE for the notice period. Upon termination by either party, CRA will pay BEEFREE for all services performed and charges and expenses reasonably incurred by BEEFREE in connection with the services provided under this Agreement and any Addendums through the effective date of termination.

9. Notice. Any and all notices provided for in this Agreement shall be sent electronically in writing to the following contact persons for each party:

CLIENT:

Attn: Adam Sumner, CRA Manager
Address: Mount Dora Community Redevelopment Agency

510 North Baker St
Mount Dora, FL 32757
Tel: 352-735-7112
Fax/email: sumnerA@ci.mount-dora.fl.us
CC: CRA Attorney
Patrick Brackins/Andrew Hand
Shepard, Smith, Kohlmyer & Hand, PA
2300 Maitland Center Parkway
Suite 100
Maitland, Florida 32751

BEEFREE:

Attn: Jason Spiegel
Address: 371 NE 61st St, Miami, FL 33137
Tel: 215-370-5699
Fax/email: jason@ridefreebee.com
CC: Freebee General Counsel
bzappala@switkeslaw.com

Each party agrees to appoint responsible contact persons in order to ensure that the relevant contractual obligations are timely performed in accordance with this Agreement. Such contact persons may be changed by the Parties by sending notice thereof to the other party.

10. Insurance.

INSURER REQUIREMENTS

BEEFREE shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida.

TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

Workers' Compensation and Employers Liability Insurance covering all employees, subcontractors, and/or volunteers of the BEEFREE and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

Workers' Compensation - Coverage A
Statutory Limits (State of Florida or Federal Act)

Employers' Liability - Coverage B
\$500,000 Limit - Each Accident
\$500,000 Limit - Disease each Employee
\$500,000 Limit - Disease Policy Limit

Commercial General Liability Insurance written on an occurrence basis, including but not limited to, coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

Each Occurrence Limit - \$1,000,000
Fire Damage Limit (Damage to rented premises) - \$100,000

Personal & Advertising Injury Limit - \$1,000,000

General Aggregate Limit - \$2,000,000

Products & Completed Operations Aggregate Limit - \$2,000,000

Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

Combined Single Limit (Each Accident) - \$1,000,000

Any Auto (Symbol 1)

Hired Autos (Symbol 8)

Non-Owned Autos (Symbol 9)

Uninsured and Underinsured motorist coverage with limits of not less than \$100,000 per accident

MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):

Workers Compensation

The standard form approved by the State of Jurisdiction

Commercial General Liability

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

Commercial Auto Liability

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

REQUIRED ENDORSEMENTS

In addition to being stated on the Certificate of Insurance, the following endorsements with City approved language.

Additional insured status provided on a primary & non-contributory basis (except for Workers Compensation Insurance and Professional Liability)

Waiver of Subrogation for all required insurance coverages.

Notices of Cancellation/Non-renewal/Material Changes on any required insurance coverage must be sent directly to the Mount Dora Community Redevelopment Agency by the Insurance Company. The CRA only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

Mount Dora Community Redevelopment Agency
c/o City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

Certificates of Insurance must be completed as follows:

1. Certificate Holder
Mount Dora Community Redevelopment Agency
510 North Baker Street
Mount Dora, FL 32757

11. Force Majeure. BEEFREE shall not be liable to the CRA for non-performance or delay in performance of any of its obligations under this Agreement and any Addendum(s) hereto due to acts of God, war, civil commotion, embargo, strikes, fire, theft, delay in delivery of services of sub-contractors or sub-suppliers, shortage of labor or materials, compliance with any regulation or directive of any national, state or local government, or any department or agency thereof, epidemic, hurricane, tropical storm, inclement weather, earthquake or any other similar unforeseen event or act of God (whether or not similar in nature to those specified) which are outside the reasonable control of BEEFREE.

12. Governing Law. This Agreement shall be construed, interpreted and governed exclusively by and pursuant to the laws of the State of Florida, without reference to any conflicts-of-laws rules or principles that may or would require the application of the law of any other jurisdiction.

13. Venue. The Parties agree that any controversy, disagreement, claim, dispute or other proceeding between them which relates to or arises out of this Agreement, or which is otherwise related in any manner to the relationship between the Parties, shall be subject to the exclusive jurisdiction and venue of the United States District Court for the Middle District of Florida located in Orange County, Florida, or, in the event that such Federal Court does not have subject matter jurisdiction over such proceeding, in the courts of the State of Florida located in Lake County, Florida. Each party irrevocably waives any right that it may have to a trial by jury in connection with any dispute arising out of or in connection with this Agreement and any Addendums hereto.

14. Default. In the event of any lawsuit, litigation, proceeding or action (collectively, "Action") necessitated by a party's default with respect to its obligations under this Agreement, the prevailing party shall be reimbursed by the other party for all costs and expenses incurred in connection with the Action, including, but not limited to, reasonable attorneys' fees and costs.

15. Severability. If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The invalid provision shall be replaced by a valid one which achieves to the extent possible the original purpose and commercial goal of the invalid provision.

16. Indemnification. To the fullest extent permitted by laws and regulations, BEEFREE shall defend, indemnify, and hold harmless the City of Mount Dora, CRA, the City of Mount Dora's and/or CRA's elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to reasonable fees and charges of attorneys and other professionals and court and arbitration costs) arising out of, resulting from, or in connection with, the performance of the Services provided hereunder, any failure of BEEFREE to properly maintain the Freebee vehicles, and /or any manufacturer defect and caused in whole or in part by (i) any willful, intentional, reckless, or negligent act or omission of BEEFREE, or its employees, agents, or contractors, except to the extent caused in whole or in part by a party indemnified hereunder. The parties expressly agree that this provision shall be construed broadly, and BEEFREE's obligations to pay for the CRA's and/or City of Mount Dora's legal defense hereunder shall arise and be fully enforceable when BEEFREE (or any subconsultant or any person or organization directly or indirectly employed by BEEFREE) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the Services required under this Agreement.

In any and all claims against the City, CRA or any of its elected or appointed officials, consultants, agents, or employees by any employee of BEEFREE, any subconsultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the services or any one for whose acts any of them may be liable, the

indemnification obligation under the above 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 BEEFREE or any such subconsultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

17. Remedies and Waivers. No failure to exercise, nor any delay in exercising, on the part of either party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

18. Assignment. This Agreement shall not be assignable by either party, in whole or in part, without the written consent of the other party, which consent shall not be unreasonably withheld or denied.

19. Construction and Interpretation. The rule requiring construction or interpretation against the drafter is waived. This Agreement and all Addendums hereto shall be deemed as if they were drafted by both Parties in a mutual effort.

20. Public Records. Pursuant to Florida Statutes, Section 119.0701:

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

**CITY CLERK: JEANANN HAND
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
HANDJ@CITYOFMOUNTDORA.COM**

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

1. Keep and maintain public records required by the CRA to perform the services set forth herein.
2. Upon request from the CRA's custodian of public records, provide the CRA 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 BEEFREE does not transfer the records to the CRA.
4. Upon completion of the contract, transfer, at no cost, to the CRA all public records in possession of BEEFREE or keep and maintain public records required by the CRA to perform the services set forth herein. If BEEFREE transfers all public records to the CRA upon completion of the contract, BEEFREE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If BEEFREE keeps and maintains public records upon completion of the contract, BEEFREE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

21. E-Verify. As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, *Florida Statutes*, BEEFREE and its subconsultants shall register with and use the E-Verify system to verify work authorization status of all new employees.

22. Public Entity Crimes Statement. In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following 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, subcontractor, or consultant under a contract with a public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list. Any person must notify the Department of Management Services and the City within 30 days after conviction of a public entity crime applicable to that person or to an affiliate of that person. BEEFREE hereby certifies that it has not been placed on the convicted vendor list for a period of at least 36 months prior to submission of its response to the solicitation that resulted in this Agreement, and that it shall notify the Department of Management Services and the City within 30 days after conviction of a public entity crime applicable to BEEFREE or to an affiliate of BEEFREE.

23. Entire Agreement. This Agreement and the Addendum(s) hereto form the entire agreement between the Parties relating to the subject matter hereof. Except as otherwise agreed in this Agreement, all amendments and modifications to this Agreement shall be made by a written document executed by both Parties.

24. Waiver of Consequential Damages. BEEFREE waives claims against the CRA for consequential damages arising out of or related to this Agreement or its performance including, but not limited to, damages for lost income, profit, lost bonding capacity, financing, business and reputation, or for loss of management or labor productivity, damages incurred for principal office expenses, including the compensation of personnel stationed there, and for anticipated profit on any work not performed by BEEFREE.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written:

AS TO CRA:

ATTEST:

Jeanann Hand, City Clerk

Crissy Stile, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Patrick Brackins, City Attorney

AS TO BEEFREE:

WITNESS:

Name

Name & Title

EXHIBIT A RATES AND SERVICES ADDENDUM

This Rates and Services Addendum ("Addendum") supplements the Master Services Agreement between BEEFREE, LLC ("BEEFREE") and MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY ("CRA"), made and entered into on July __, 2024 (the "Agreement"). This Addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein.

In consideration of the promises and covenants contained herein, and for good and valuable consideration, BEEFREE and CRA (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

1. Term. The term of the Services set forth under this Addendum shall commence on **October 1st, 2024**, and shall remain in full force and effect until **September 30th, 2025** (the "Term"), unless terminated sooner pursuant to the terms of the Agreement. The CRA may opt to extend the Term for two (2) additional periods of two (2) years each by providing BEEFREE with written notice of its intent to extend the Term at least sixty (60) days prior to the end of each term in which the Services are provided hereunder.

2. Services. This Addendum is limited in scope to the following services (the "Services"), which BEEFREE agrees to provide to CRA at the rates specified herein (the "Rates"):

- a. BEEFREE will provide two (2) Vehicles with (1) one being a wheelchair-accessible vehicle, in compliance with the requirements of the Americans with Disabilities Act ("ADA").
- b. BEEFREE will operate the Vehicles within CRA's designated service area, as outlined in Exhibit B, during CRA's operating hours (weather and conditions permitting), except for times when drivers are on company-approved meal or shift breaks. BEEFREE agrees that during CRA's operating hours, at least one (1) wheelchair-accessible Vehicle will be available to accommodate passengers upon request, and BEEFREE will operate any ramping system and secure wheelchairs as necessary, to the extent that it is safe and reasonable to do so, should such accommodations be requested.
- c. BEEFREE will provide drivers for the Vehicles, who will act as community ambassadors for the Mount Dora Community Redevelopment Agency and will communicate public service announcements as may be communicated by CRA to BEEFREE from time to time.
- d. BEEFREE will continue to encourage ridership on Vehicles during the term as outlined in the marketing plan agreed upon between BEEFREE and CRA.
- e. BEEFREE will provide CRA with a monthly report showing data and analytics related to ridership in the Vehicles for the preceding month(s). BEEFREE will provide these reports within ten (10) business days of the last day of each month, unless another time frame is agreed to between the Parties.
- f. BEEFREE will operate the Vehicles in CRA's designated area, as outlined in Exhibit B, as delineated in the attached map or as directed by the CRA in writing.

3. Payment Terms. As consideration for the Services listed above, CRA agrees to pay BEEFREE as follows:

- a. Beginning, October 1st, 2024 and continuing on the first day of each month of the Term thereafter, CRA agrees to pay BEEFREE an hourly rate of **\$53.50 per hour**, which shall be paid to BEEFREE on

or before the first day of each month for all service hours worked in the previous month. The total cost is not to exceed **\$217,279.92** annually.

- b. Upon the execution of this agreement, CRA agrees to pay BEEFREE a one-time implementation setup fee in the amount of \$20,000.
- c. Vehicle Cost to CRA per Hour for expanded operations:

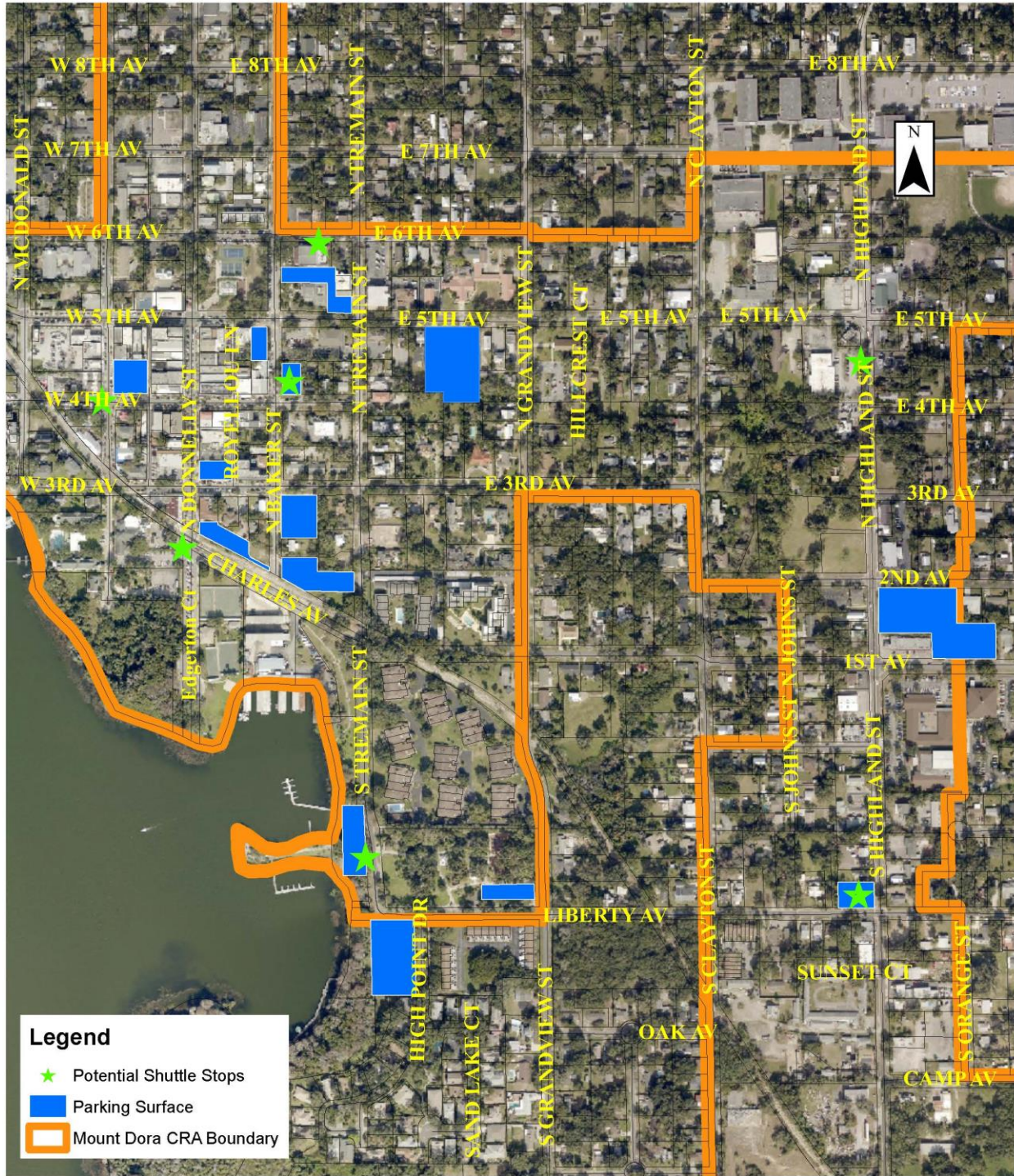
Weekly Hours Per Vehicle	Hourly Cost Per Vehicle
35-45	\$53.50
46-55	\$47.94
56-65	\$42.34
66-75	\$37.19
76-84	\$34.61
85 plus	\$33.55

4. Additional Terms.

- a. Each of the two (2) vehicles will operate Friday-Sunday, within the window of the CRA's operating hours. The CRA's operating hours are outlined in Exhibit C below and may be modified by subsequent mutual agreements of the Parties as ridership data becomes available throughout the Term.
- b. If at any time during the Term CRA determines that a BEEFREE employee assigned to drive the Vehicles is not demonstrating satisfactory performance, CRA shall have the right to request that BEEFREE reassign and replace the driver with a BEEFREE employee who meets CRA's standards. Any such request shall be made by CITY to BEEFREE in writing and shall state the reason(s) for CRA's request in sufficient detail to apprise BEEFREE of the basis for CRA's request. BEEFREE shall act to comply with any reasonable and lawful request within seven (7) days of receiving such written notice from the CRA.
- c. If at any time during the Term CRA determines that any part of a Vehicle is in disrepair, CRA shall have the right to request that BEEFREE repair or replace such part so that it meets industry standards. BEEFREE shall have a wheelchair-accessible vehicle available at all times of service.
- d. Additional Vehicle Option: The CRA has the option to add more vehicles to the service fleet during special events. CRA must provide a minimum lead time of 30 days for any additional vehicle needs outside of the normal weekend days and hours.
 - a. Hourly Cost: The hourly cost for each additional vehicle will be \$40.00 per hour.
 - b. Vehicle Shipment Cost: The cost for shipping each additional vehicle to the designated location will be billed at the same rate received by BEEFREE.
 - c. City Branded Vehicle Wrap Cost: The cost for applying a CRA-branded vehicle wrap to each additional vehicle will be \$750.00, otherwise Freebee will provide vehicles with company branding at no cost to the CRA.

5. Service Area (Subject to Change)

Potential Parking Shuttle Stop Locations



6. Hours of Operation(SUBJECT TO CHANGE)

- Friday – Sunday 9am – 10pm

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, effective as of the date last written below.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

AS TO CRA:

ATTEST:

Jeanann Hand, City Clerk

Crissy Stile, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Patrick Brackins, City Attorney

AS TO BEEFREE:

WITNESS:

Name

Name & Title



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

DATE: July 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Approval of Meeting Minutes
02.06.224.Regular Session Minutes
04.16.2024.CRA Governing Board Minutes
05.21.2024.City Council Regular Session Minutes
05.21.2024.City Council Workshop Minutes

Introduction:

This is a request for 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:

Council approve meeting minutes.

Attachment(s):

1. 02.06.224.Regular Session Minutes_DRAFT
2. 04.16.2024.CRA Governing Board Minutes.DRAFT
3. 05.21.2024.City Council Regular Session Minutes_DRAFT
4. 05.21.2024.City Council Workshop Minutes.DRAFT

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

Final Approval - 6/18/2024



**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION
MEETING MINUTES
February 6, 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 Crissy Stile called to order the meeting of the Mount Dora City Council in the City Hall Council Chambers.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

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. Mount Dora Fun Fact

Mayor Stile spoke about Lena Richardson, who founded Mount Dora Hospital, and read a proclamation in honor of Women's History Month.

PUBLIC COMMENTS

Mayor Stile opened public comment.

Joe Lewis, 148 Charles Avenue, spoke about the recent actions leading to the City Manager's departure.

Charlie Sands, 980 Page Lane, expressed her dissatisfaction with the City's treatment of the former City Manager.

John Tucker, 101 North Grandview Street, #301, spoke about his dissatisfaction with Council's actions regarding the former City Manager.

Sharon Crow, 380 North McDonald Street, spoke against the conversion of the 4th Avenue Pedestrian mall into a parking area for golf carts.

Jay Smith, 1046 McDonald Street, spoke in favor of waiting until after the election to search for a new City Manager.

Mayor Stile closed public comment.
July 2 2024 City Council Regular Session Agenda Packet

APPROVAL OF AGENDA

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

BOARD APPOINTMENT

Councilmember Walker proposed to appoint Bailey Stack to the CRA Advisory Board.
Councilmember Bryant proposed to appoint Mark Slaby to the CRA Advisory Board.

MOTION BY COUNCILMEMBER CATALDO TO APPROVE THE TWO APPOINTMENTS; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

1. Request Approval of Task Authorizations with Faden Builders for the Renovation of Gilbert Park Restroom, Renovation of Sunset Park Restroom, and the Construction of Summerview Park Basketball Court.
2. Request Approval of Meeting Minutes: January 22, 2024 City Council Special Meeting Minutes

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

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 Interlocal Agreement Between Lake County and the City of Mount Dora for Vista Ridge Drive

Mr. Sandersfeld explained that this agreement will ratify the planned Vista Ridge Drive. Concerning aspects of an earlier draft have been addressed. The County has reviewed the agreement and approved it. City staff recommends approval.

Discussion of the topic clarified the following points. Without this agreement, developers would potentially be able to build in the corridor. This agreement sets up a better policy for the City, and contributes to the connectivity of the Wolf Branch area.

When the property is annexed, Vista Ridge will become a City road. The City will assume the maintenance burden, but that responsibility also empowers the City to protect its interests for the road and the area.

The extensive detail included in the agreement ensures that the developer is aware of the City's requirements up front. Road configuration was discussed.

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

MOTION BY VICE-MAYOR CRAIL TO APPROVE THE INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF MOUNT DORA FOR VISTA RIDGE DRIVE; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

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

PUBLIC HEARING-RESOLUTIONS-ORDINANCES

1. Request Approval First Reading of Ordinance No. 2024-05, 1st Amendment PUD Master Plan for Vista Hills

Mr. Brackins read Ordinance No. 2024-05 by title only.

ORDINANCE NO. 2024-05

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, ADOPTING THE FIRST AMENDMENT TO THE MASTER PLAN FOR THE VISTA HILLS PLANNED UNIT DEVELOPMENT AS SET FORTH HEREIN; AMENDING ORDINANCE NO. 2022-20 BY ADOPTING UPDATED VISTA HILLS PLANNED UNIT DEVELOPMENT MASTER PLAN TERMS AND CONDITIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Sandersfeld reminded Council of the actions that had been taken prior to bringing this ordinance to Council for a first reading. The preliminary and final PUD were approved by Council. Nothing has changed since that time. There will be 25 acres with 442 residential units, and 8 acres devoted to personal-service type commercial.

This item was delayed due to the developer seeking a credit for a Niles Road extension. This first amendment reestablishes the PUD. The developer is projecting a 4-year time frame.

The amendment also clarifies the parking formula, which is embedded in the amendment. The Planning Commission recommends approval. City staff also recommend 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. 2024-05; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

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

2. Request Final Reading and Adoption of Ordinance No. 2024-06, Amendment to Section 42-203 Mount Dora Code of Ordinances Operator of a Golf Cart Minimum Driver's Age.

Mr. Brackins read Ordinance No. 2024-06 by title only.

ORDINANCE NO. 2024-06

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE CITY OF MOUNT DORA CODE OF ORDINANCES, PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT OF THE CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 42, ARTICLE V, GOLF CARTS AND LOW SPEED VEHICLES; 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 told Council there had been no changes since the first reading of the ordinance.

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

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE SECOND READING AND ADOPT ORDINANCE NO. 2024-06; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

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

DISCUSSION ITEMS

1. FY 24-25 Budget Calendar Discussion

Budget Director Aneta Barton announced the dates set for the 2024-2025 Fiscal Year Budget Workshops. Councilmembers consulted their schedules to determine their availability for

meeting dates.

2. Mount Dora Police Department Recruitment and Retention Program

Police Chief Mike Gibson explained the purpose of the program and spoke about the reasons this program is necessary. He provided statistics regarding the Mount Dora Police Department's hiring and retention history. He emphasized the need to hire and retain officers of high quality. He spoke about the City's plans for promotions, starting-salary increases and training opportunities. Budget Director Aneta Barton explained the budget impact of these changes, which would be minimal during this fiscal year. Council and staff discussed the less effective methods for recruitment and retention that the City implemented in the past.

It was determined that the March 19th City Council agenda would include an item for the pay increase for current Police staff.

3. City Manager Selection Process

Council discussed the best approach to hiring a new City Manager. It was agreed that Mr. Sandersfeld would continue as Interim City Manager and Steve Langley would continue as Acting Assistant City Manager through Budget Season. Councilmember Dawson would work with Mr. Sandersfeld to formulate a timeline for moving forward from this state. A workshop would be held to address this matter.

CITY MANAGER'S REPORT

Mr. Sandersfeld spoke about the Wekiva Parkway grand opening and the North East clean-up event.

CITY ATTORNEY'S REPORT

Mr. Brackins spoke about the possibilities for Charter Review. He mentioned the upcoming AMCO evidentiary hearing.

COMMUNICATIONS AND REPORTS

Councilmember Rolfson spoke about legislative issues.

Councilmember Dawson thanked Chief Gibson for the police department's success in apprehending a threat to his neighborhood.

Councilmember Walker thanked those who participated in the North East Cleanup Day. He acknowledged Carl Davis from the Tri-City NAACP and his wife, who were present at the meeting.

Councilmember Cataldo broached the topic of social media comments, which are currently not visible on the City's social media pages. He, Mr. Brackins and Mr. Langley discussed progress for the repair of damaged CenturyLink boxes. He asked Mr. Brackins about the allowance for public comment at the AMCO hearing, where the City will be defending the denial of the PUD.

Vice-mayor Crail spoke about the Cleanup Day. He distributed the latest summary of the City's legal bills. He voiced his support for devising measurements and defining clear priorities in relation to the selection of a City Manager, and for the City's strategy for moving forward from this point.

ADJOURNMENT

MOTION BY COUNCILMEMBER CATALDO 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 8:06 p.m.

DRAFT



CITY OF MOUNT DORA, FLORIDA
CRA GOVERNING BOARD MEETING MINUTES
April 16, 2024, 8:00 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 8:12 p.m., Chairperson Stile called to order the meeting if the Mount Dora CRA Governing Board in the Mount Dora City Hall Council Chambers.

ROLL CALL

Members Present:

Cal Rolfson, District 2
Nate Walker, District 5
Dennis Dawson, District 3
Doug Bryant, At Large
Marc Crail, Vice-chairperson
Crissy Stile, Chairperson

Also Present:

Vince Sandersfeld, City Manager
Patrick Brackins, City Attorney
Adam Sumner, CRA Administrator
Jeanann Hand, City Clerk

Not Present:

John Cataldo, District 1

PUBLIC COMMENT

Chairperson Stile opened Public Comment. No comment was made. Chairperson Stile closed Public Comment.

DISCUSSION ITEM

1. Discuss CRA Advisory Committee

Mr. Sandersfeld spoke about the purpose of the CRA Advisory Committee, and the reasons sunsetting the board is being considered. Mr. Sandersfeld spoke of the success and accomplishments of the committee.

CRA Administrator Adam Sumner spoke about the recently retired long-time chair of the committee suggesting sunsetting may be appropriate at this time. Mr. Sumner mentioned the recent difficulties with having a quorum. He mentioned trends in the lifespans of CRA advisory committees.

Mr. Brackins told Council sunsetting would require certain procedures and documents.

Mr. Walker made clear his desire to keep the North East CRA committee active.

Mr. Rolfson asked about reassembling a committee should the City find a need for one. He wondered whether the lack of quorum was due to lack of interest. Mr. Sumner defined it as lack of fulfillment. Continuing the committee as an on-call body was mentioned. Mr. Sumner

Vice-chair Crail spoke of committee members feeling more motivated for a specific purpose. He spoke of his support for the North East CRA Advisory Committee.

Mr. Bryant spoke of wanting to hear feedback from the business community on this decision.

Mr. Sumner described the typical life cycle of a CRA Advisory Committee. Chairperson Stile spoke of her experience on the board.

Chairperson Stile opened public comment.

Mount Dora Area Chamber of Commerce President Rachel O' Ryan, 341 Alexander Street, asked what would be left for an advisory committee to do, and how the assembly of an ad hoc committee be communicated.

Mr. Bryant and Mr. Sumner discussed the CRA budget uses.

Joe Lewis, 148 Charles Avenue, spoke about attending the meeting to satisfy his curiosity on the topic.

Chairperson Stile closed public comment.

Council provided a consensus to move forward with sunseting the CRA Advisory Committee.

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

There being no further business for discussion, the meeting was adjourned at 8:40pm



**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION
MEETING MINUTES
May 21, 2024, 6:17 p.m.
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 3275**

CALL TO ORDER

Having been duly advertised as required by law, at 6:17 p.m., Mayor Crissy Stile called to order the Mount Dora City Council Regular Session in the City Hall Council Chambers.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

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. Certificate of Recognition for Sophie Breney
Mayor Stile read into the record the Certificate of Recognition for Ms. Breney, a young woman who demonstrates extraordinary character throughout health-related challenges.
2. Mount Dora Fun Fact
Mayor Stile announced 11,487 pounds of metal had been recycled through her recycling program over the past two years. The program also netted just under \$2,100.00 which was donated to Lake Cares Food Pantry.

PUBLIC COMMENTS

Mayor Stile opened public comment.

Stephen Gerard Saidlovsky, 1109 W. 8th Street, Lorraine, Ohio, spoke about a personhood initiative.

Kristin Nelson, 2928 Tangerine Court, Leesburg, spoke about being born again.

Michell Middleton, 112 East Fifth Avenue, spoke positively about a tax rate decrease and her hope for increase in businesses in the city.

Mayor Stile closed public comment.
July 2 2024 City Council Regular Session Agenda Packet

APPROVAL OF AGENDA

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

CONSENT AGENDA

1. Request Approval of the Amended and Restated Parking Agreement between the City of Mount Dora Florida, the City of Mount Dora Community Redevelopment Agency (CRA), and The First United Methodist Church, Inc.
2. Request Approval of Designation of Acting City Manager for Future Leave
3. Request Approval of Meeting Minutes

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

PUBLIC HEARINGS – RESOLUTIONS - ORDINANCES

1. Public Hearing Request Approval of First Reading of Ordinance No. 2024-11,
Wastewater (Sewer) Connection/Impact Fees Amendment

ORDINANCE NO. 2024-11

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA REGULATING CITY OF MOUNT DORA SEWER CONNECTION FEES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; ADOPTING A SEWER CONNECTION FEE STUDY DATED MAY 1, 2024; PROVIDING FOR MODIFICATION OF SEWER CONNECTION FEES AND REGULATIONS PERTAINING THERETO TO BE EFFECTIVE NINETY (90) DAYS FROM ADOPTION OF THIS ORDINANCE; 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 purpose of the item and its relation to the Work Session that had taken place before the meeting. The ordinance impact form had been completed and the ordinance had been publically noticed as required.

The ordinance follows the series of presentations heard this evening and on earlier occasions on April 2, 2024 and May 7, 2024 regarding changing the sewer impact fee from \$4,215.00 per unit to the proposed \$7,975.00 per unit. Mr. Sandersfeld mentioned the 90-day grace period before the raised fee would take effect.

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. 2024-11, WASTEWATER (SEWER) CONNECTION/IMPACT FEES AMENDMENT; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

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

2. Request approval of First Reading of Ordinance No. 2024-12, Amendment to Chapter 42 of the Mount Dora Code of Ordinances to reinstate Golf Carts on Certain City Streets

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

ORDINANCE NO. 2024-12

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE CITY OF MOUNT DORA CODE OF ORDINANCES, PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING SECTION 42-4 OF THE CITY'S CODE OF ORDINANCES; REPEALING ORDINANCES 2023-06 AND 2024-06; PROVIDING FOR AMENDMENT AND REINSTATEMENT OF CHAPTER 42, ARTICLE V, GOLF CARTS AND LOW SPEED VEHICLES OF THE CITY OF MOUNT DORA CODE OF ORDINANCES; 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 reviewed the history of the item, pointing out that the golf cart program is a pilot program that was set for sunseting, if the City wishes to do so. Hi differentiated between golf carts and low speed vehicles.

The City Council at the June 20, 2023, City Council meeting adopted a one-year pilot golf cart registration program. There was a later amendment passed to prohibit a person under 18 years of age from operating a golf cart on certain roadways unless the driver has a valid learner's driver's license or valid driver license.

At this time, no golf cart offenses warranting citations had taken place

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

MOTION BY COUNCILMEMBER WALKER TO APPROVE THE FIRST READING OF ORDINANCE NO. 2024-12, AMENDMENT TO CHAPTER 42 OF THE MOUNT DORA CODE OF ORDINANCES TO REINSTATE GOLF CARTS ON CERTAIN CITY STREETS;

VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

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

CITY MANAGER REPORT

Mr. Sandersfeld introduced Acting Assistant City Manager and Electric Utility Director Steve Langley, who spoke to Council about the City's participation in mutual aid efforts in Tallahassee after the area experienced damaging storms.

Public Works Director George Marek informed Council about upcoming resurfacing work to be done on Donnelly Street, beginning on June 1st. He explained the phases of the project in order to let the City know what to expect. To do all phases at once would come to an extraordinary cost. The City would meet with the State to further discuss a financial award for this project.

Police Chief Michael Gibson introduced the new Deputy Police Chief James DeLeu.

Newly-hired Deputy City Clerk Wendy Buchan was also introduced.

CITY ATTORNEY'S REPORT

Mr. Brackins spoke about the AMCO recommended order from the special magistrate. There is no appeal or motion for clarification available. He will be bringing a proposal to the Council.

COMMUNICATIONS AND REPORTS

Councilmember Rolfson congratulated Harlow Middleton for receiving the Lake 100 Hall of Fame Award.

Councilmember Dawson commented favorably about Forest Preserve.

Councilmember Walker welcomed the new Deputy Chief and Deputy City Clerk.

Councilmember Cataldo welcomed the new team members.

Vice-mayor Crail welcomed the new employees and spoke about Forest Preserve.

Mayor Stile reminded those present about the Corn Festival and honored those who are commemorated on Memorial Day

ADJOURNMENT

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

There being no further business for discussion, the meeting adjourned at approximately 7:02 p.m.

DRAFT



**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL
WORKSHOP MINUTES
May 21, 2024, 6:00 p.m.
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 3275**

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m., Mayor Crissy Stile called to order the Mount Dora City Council Work Session in the City Hall Council Chambers.

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

PUBLIC COMMENT

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

ACTION ITEMS

1. Second Workshop Wastewater (Sewer) Connection/Impact Fees-A Workshop Dedicated to the Extraordinary Circumstances Necessitating the Need to Exceed Phase-In Limitations; A Demonstrated-Need Study Justifying Fee Increases and Phase-In Thresholds Beyond Standard Statutory Thresholds

Raftelis consultant Sean Ocasio explained that the information being delivered at this meeting is identical to what was presented to City Council at the workshop on May 7th, the topic being a Sewer Connection Fee Study related to the extraordinary circumstance the City is currently addressing as it considers increases in sewer connection fees. He explained the calculation of connection fees, and the phase-in requirements in relation to the timing of an increase, and the cap on increases. He stated that the study concludes the City meets the requirements for extraordinary circumstances.

Mayor Stile opened public comment.

Felicita Jomp, 2364 Sabastian Street, spoke about notifying developers about the increase. Mayor Stile explained the purpose of the public hearings and how the rates for permits are calculated. Developers pay the rates that are in place when the building is permitted.

There would be a 90-day grace period before raised rates are implemented, and public notice would be given.

Mayor Stile closed public comment.

Council discussed the effects of rate changes, the fairness of delegated responsibility, and planning for the future without the financial weight falling upon those who should not be responsible for it.

Mr. Brackins spoke with Council about the choice to consider the City's current predicament as an extraordinary circumstance, and alternative ways to fund a necessary wastewater treatment plant.

ADJOURNMENT

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

There being no further business for discussion, the meeting adjourned at approximately 6:17 p.m.



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

DATE: July 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Change Order No. 1 Halff Associates, Inc for a well at Water Treatment Plant No. 2.

Introduction:

This is a request for the Council to approve Change Order No. 1 Water Treatment Plant No. 2.

Discussion:

Change orders over \$50,000 are required to be approved by Council.

Halff Associates, Inc. submitted a proposal in 2020 in response to a City of Mount Dora request to complete the design, permitting, bidding, and construction services to meet the City of Mount Dora's projected water demand. This proposal was then accepted in 2021. The work is associated with Well No. 3 at WTP2.

Halff Associates, Inc. was directed to bid the project multiple times and to revise the design, under the direction of the City of Mount Dora Utility Director at that time, due to the construction costs received from bidders. In addition, the contractor that was ultimately awarded the contract by the City of Mount Dora was given 24 months, following the contract signing, to begin the project. This has resulted in the project beginning in 2024. There was a provision that permitted the contracted driller to continue working without a set contract completion date.

The St. John's River Water Management District (SJRWMD) requires onsite monitoring of the drilling operation during all critical phases of the well construction. The contract that the City of Mount Dora negotiated with the well drilling contractor had a delayed start and provides the driller with no set completion date. This results in additional monitoring hours by the geotechnical engineer that is a subcontractor to Halff Associates, Inc.

Halff Associates, Inc. is seeking this change order for additional engineering performed by their staff upon the direction of the City of Mount Dora and that of their sub-consultants. The change order also includes increases that the sub-consultants have imposed on Halff Associates, Inc. due

to the sub-consultant labor increases. Halff Associates, Inc. has agreed to use the labor rates that were in the original proposal for work performed by their staff.

Budget Impact:

Funds are available under budget account number 425-5555-580.63-01-WA1507

Strategic Impact:

Objective 2.4 Sustain City Infrastructure

Recommendation:

Council to approve Change Order #1 for design, bidding, permitting, and construction oversight of well #3 at water treatment plant #2 performed by Halff Associates, Inc.

Attachment(s):

1. Signed Task Authorization, Change Order 1, Halff Associates Incorporated

Prepared by: Bill Mitchell, City Engineer
Reviewed by: Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 6/21/2024
Approved - 6/21/2024
Approved - 6/21/2024
Approved - 6/21/2024
Final Approval - 6/21/2024

**CITY OF MOUNT DORA
AMENDED TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Halff Associates Inc. and the City of Mount Dora, approved under Resolution No. 2020-181 dated, December 15, 2020 the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Amount \$ 195,255.00 (Increase of \$73,605.00)
Budget Account Number: 425-5555-563.00-00-WA1507
City Project Manager: Johnny Reynolds
Contractor: Halff Associates Inc. 902 North Sinclair Avenue Tavares, Florida 32778
Contractor Project Manager: Rob Ern, PE, DBIA – Vice President Water/Wastewater Deputy Practice Leader

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

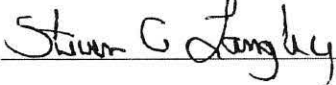
SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package shall include:</u>	
Exhibit A – Scope of Services and Compensation Exhibit B – Sub-Contractors	
Recommended By:	
Print: <u>William J. Mitchell, Jr., P.E.</u> Utility Engineer	Date: <u>June 17, 2024</u>
Signature: <u></u>	
Reviewed By:	
Print: <u>Steve Langley</u> Assistant City Manager/Director of Electric Utilities	Date: <u>June 17, 2024</u>
Signature: <u></u>	
CONTRACTOR ACCEPTANCE	
Print Name: Rob Ern, P.E., DBIA	Print Name:
Signature: <u></u>	Signature:
Date: <u>6-18-24</u>	Date:
CITY APPROVAL	

Exhibit A
Scope of Services and Compensation

See following letter from Halff Associates, Inc dated June 3, 2024



VIA EMAIL

June 18, 2024

George Marek, P.E.
Director of Public Works
City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757

RE: City of Mount Dora Eastern Service Area WTP Design and Permitting for Well #3
Halff AVO 044712.094
Proposed Change Order #2

Mr. Marek:

Thank you for taking the time to meet with me to discuss the above project, and the challenges faced, last week. As discussed, there have been extensive changes and delays to the project schedule which have affected the budget proposal submitted in 2020 and accepted in 2021 which necessitate an adjustment to our fees via Change Order. Below I will lay out the changes and delays which have led us to this request for a Change Order to our original Contract.

In 2020, we were asked to submit a Proposal to the City for the design, bidding, permitting and construction oversight for proposed Well #3, as well as all associated plant upgrades. At the time, the City desired to complete design, permitting, bidding and construction as soon as possible, as needed to meet the City's projected water demands. The contract included designing and bidding a 12" public supply well at WTP #2, and overseeing construction of such. Upon completion of the well construction and testing, Halff was to then design the related plant improvements, including well pump, wellhead piping, sand separator and associated electrical/controls improvements, with those components then going to bid and construction immediately following the receipt of bids.

In addition to providing a design for the contracted 12" well, Halff was asked by the City to also provide a design for a 16" well, outside of our approved scope of services. The concern for needing the additional well included the sand production in the two existing wells during their operation. The thought was the larger well would potentially slow velocities in the open hole, thereby leading to less sand being produced. Halff and our subconsultant, Andreyev Engineering, Inc., who assists Halff with geotechnical, hydrogeological, and environmental engineering, as well as water well design and construction oversight, provided two well designs, despite only being contracted for a single design. At that point, the well was let for bid, and the City received bids which were in excess of the budget. Due to this, the City Utility Director at the time, Joe Grusauskas, asked the City's CMAR, Wharton-Smith (W-S), to assist the City with obtaining pricing, leading to a second bid period, during which both Andreyev Engineering and Halff were engaged with the bidders and W-S. Pricing on this second attempt also resulted in prices above the City's budget. After some discussion, the project was bid a third time, again necessitating input and work from both Andreyev Engineering and Halff. Following pricing the



well for the third time, the City worked to negotiate a fee with A.C. Shultes to construct the well, with the caveat that the contractor had up to 24 months following contract signing to complete the project, further delaying the project timeline. Due to all of the factors above, the project, which was priced, in good faith, to begin and be completed in 2020, has now led us to starting construction in 2024.

The below list summarizes some of the additional services and delays for which we seek this Change Order:

- Two wells were designed, 12" and 16", while the design team was contracted for a single design
- The wells were bid three times, with a final price negotiated with the driller, despite the design team being contracted for a single bid
- The design depth was changed, resulting in changes to the well design, based upon input from the St. John's River Water Management District (SJRWMD).
- As part of the contract between the Contractor and the City of Mount Dora there was a clause which allowed the contracted driller to begin work when staff and equipment was available for up to 24 months after the contract execution. In addition, the contract had a provision that permitted the contracted driller to continue working without a set contract end/completion date. These provisions have impacted the Halff Team contract and have extended the time Andreyev Engineering is required to be onsite overseeing the drilling. SJRWMD requires that the onsite drilling operation be monitored during all critical phases of the well construction while the contractor is drilling.
- The driller has provided relatively inexperienced drilling crews to date, and has provided what appears to be old drilling rigs, both of which are leading to increased time onsite for the Halff team.
- Due to the interconnectivity of the existing wells, and the assumption that the new well will be similarly hydraulically interconnected, once the driller reaches the approximate depths of the production zones of the existing wells, the driller will have to use a combination of drilling water and reverse air to lift cuttings from the well, instead of using drilling mud and reverse air, thereby further slowing the drilling progress. However, due to the concerns with contaminating the existing wells during operation, this approach is necessary, thereby further increasing time onsite for the Halff team.

Due to the substantial delays in the project schedule, accompanied by multiple public bidding attempts, time has been expended for which the Halff team was not contracted. This is coupled with the substantial delays on the City's part in beginning construction, during which we have seen substantial increases in the cost of doing business, in the form of inflation and increased in billing rates for ourselves and our subconsultants.

Given the above, we are hereby asking for a Change Order to cover both the substantial delays in the project, as well as the additional work which the Halff team has conducted, which is above and beyond that found in our original Contract. Halff is willing to forego the standard 10% markup on subconsultants for this Change Order, resulting in a savings to the City of over \$8,000.00. In addition, Halff is willing to only ask for an increase in fee to cover all of the out-of-scope work previously completed and will forego fee increases due to the delays in the project, saving an additional \$45,000.00, as previously requested. Halff is willing to do this in the



interest of moving the project forward, in good faith, based upon our over 30-year relationship with the City of Mount Dora. As such, we request a Change Order in the amounts, as follows below the descriptions of proposed changes:

Andreyev Engineering, our subconsultant for hydrogeological services for the project, including well design and construction oversight, has requested the increase in fees, as related to both the project re-designs and delays, as outlined above. Due to the additional work, and slow progress on well construction, they have exhausted their original well construction oversight budget and request the below amount. This amount will be billed hourly, not to exceed the proposed dollar amount, and is based on their estimate to complete well construction oversight and based on driller progress to date. Only additional time spent will be billed, so the below amount is a worst-case scenario amount.

Existing Phase 100 Andreyev Well Oversight Fee:	\$40,095.00
Proposed Phase 800 Andreyev Well Oversight <u>Change Order</u>:	\$47,250.00 (to be billed hourly, not to exceed)
Revised, total Andreyev Fees, after Change Order:	\$87,345.00

Bailey Engineering, our subconsultant for electrical, instrumentation and controls design, has requested this change order to account for the increase in billing rates over the course of the 3+ years of the project being on hold at the City's request. This is a lump-sum amount and will not increase further.

Existing Phases 400 & 700 Bailey Design and Construction Oversight	\$53,340.00
Proposed Phase 900 Bailey Engineering <u>Change Order</u>:	\$12,130.00
Revised, total Bailey Fees, after Change Order:	\$65,470.00

Halff, as prime consultant, expended additional, out-of-scope, time and resources working with City staff to provide multiple well designs and bid the project multiple times, as outlined above, with a total amount expended above and beyond our original bidding and design fees of \$67,180.00. Therefore, we are requesting that these additional fees be added to our overall fees via this change order. This is a lump-sum amount and will not increase further.

Existing Phases 200 & 500 Design and Bidding:	\$67,180.00
Proposed Phase 1000 Halff Change Order:	\$14,225.00
Revised, total Halff Design & Bidding Fees, after Change Order:	\$81,405.00

Total Proposed Project Change Order:	\$73,605.00 (not to exceed)
---	------------------------------------

Please review the above information and let us know if you have any further questions. We look forward to working with the City to successfully complete this project, to the benefit of the citizens of the City of Mount Dora.



Sincerely,

Halff

A handwritten signature in blue ink, appearing to read "R. Ern", is positioned below the company name.

Robert A. Ern, Jr., P.E., DBIA
Water/ Wastewater Deputy Practice Leader

RAE/eb

Cc: William Mitchell, P.E., City of Mount Dora
Johnny Reynolds, City of Mount Dora

Services requested by: City of Mount Dora

(Signature Required) (Date)

Halff Associates, Inc.

Robert A. Ern, Jr., P.E., DBIA
Water/ Wastewater Deputy Practice Leader

Exhibit B
Sub-Contractors

1. Geotechnical Engineering – Andreyev Engineering, Inc.
2. Electrical/Controls - Bailey Engineering Consultant



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

DATE: July 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Agreement with Ceres Environmental Services, Inc. for
Emergency Debris Hauling and Disposal Services

Introduction:

This is a request for Council to approve an agreement with Ceres Environmental Services, Inc. for emergency debris hauling and disposal services.

Discussion:

As part of its emergency preparedness program, the City engages the services of a debris collection, hauling, and disposal contractor to be ready in the event of a hurricane or other disaster. The contractor assists in the City's disaster recovery effort, providing a rapid response, clearing debris from City streets and other City property, and disposing of the debris in a manner that will enable state or federal disaster assistance reimbursement, when those funds are available.

On April 22, 2024, Request for Proposal (RFP) #24-PW-002, was issued and resulted in receipt of six (6) timely proposals. The proposals received were responsive to all RFP requirements.

The Evaluation Committee met on May 22, 2024, to discuss and score the six (6) proposals received. The discussion was detailed and the scoring was consistent. The resulting shortlist and final ranking is as follows:

- #1 – Ceres Environmental Services, Inc.
- #2 – Aftermath Disaster Recovery
- #3 – T.F.R. Enterprises, Inc.
- #4 – DRC Emergency Services, LLC.
- #5 – Looks Great Services of MS, Inc
- #6 – Grubbs Emergency Services, LLC

The Evaluation Committee unanimously voted to recommend that Council award the contract to Ceres Environmental Services, Inc, the top ranked firm.

Budget Impact:

This action by itself does not result in any cost to the City. Costs are only incurred if and when the contractor is mobilized to perform disaster recovery work.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

Council to approve an agreement with Ceres Environmental Services, Inc. for emergency debris hauling and disposal services.

Attachment(s):

1. Ceres Emergency Debris Agreement- with Exhibits

Prepared by: GEORGE MAREK, Public Works Director

Reviewed by: Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Rita Meade, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 6/21/2024

Approved - 6/21/2024

Approved - 6/21/2024

Approved - 6/25/2024

Approved - 6/25/2024

Final Approval - 6/25/2024

**AGREEMENT FOR
EMERGENCY DEBRIS REMOVAL, HAULING, AND DISPOSAL SERVICES**

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 CERES ENVIRONMENTAL SERVICES, INC., 6371 Business Boulevard, Suite 100, Sarasota, FL 34240, hereinafter referred to as “Contractor.”

W I T N E S S E T H:

WHEREAS, the City desires the services of Contractor to perform and manage all aspects of disaster debris collection, hauling, reduction, up to and including final disposal and other emergency cleanup services following a disaster event; and

WHEREAS, the City issued a Request for Proposal #24-PW-002 (“RFP”), entitled “Emergency Debris Collection, Hauling, and Disposal Services,” as more particularly described in **Exhibit “A”**, and hereby specifically incorporated by reference and made part of this Agreement; and

WHEREAS, upon evaluation, Contractor was selected as the primary Contractor; and

WHEREAS, Contractor has agreed to provide the services, as more particularly described in Contractor’s response to the RFP, as more particularly described in **Exhibit “B”**, and hereby specifically incorporated by reference and made part of this Agreement; and

WHEREAS, the City desires to enter into this Agreement with Contractor to provide the services described in the RFP and Contractor’s bid, subject to the terms and conditions set forth herein.

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

Section 1. Incorporation of Documents

The RFP, attached as Exhibit A, and Contractor’s response to the RFP, attached as Exhibit B, are hereby incorporated and made part of this Agreement (collectively, the “Contract Documents”). In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

1. First, this Agreement;
2. Second, the RFP;
3. Third, Contractor’s response to the RFP.

Section 2. Scope of Work

Contractor agrees to provide disaster debris removal and disposal services, as more particularly set forth in the Contract Documents, including but not limited to, disaster debris removal, reduction, disposal, and other emergency cleanup services following a disaster event.

Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), the Florida Department of Transportation (FDOT), the Florida Department of Environmental Protection (FDEP), the Stafford Act, and any other governmental agency with jurisdiction over response and recovery actions, including the City's requirements. Contractor shall be responsible for staying current with all FEMA and other agency guidelines and regulations.

In the event the Contractor fails to complete the services pursuant to the terms of this Agreement and the City must undertake the completion of performance of services, Contractor agrees to indemnify the City for all costs incurred with respect to the completion of those services and any damages the City may suffer as a result of the Contractor's failure to perform the services.

Section 3. Term of Agreement and Termination

1. Term

Once the City and Contractor have executed this Agreement, the term of this Agreement shall begin on the date this Agreement is approved by the Mount Dora City Council and shall remain in effect for a period of five (5) years. The City and Contractor, by mutual agreement and funding availability, may renew this Agreement for an additional two (2) one (1) year renewal period unless either party provides a written notice of non-renewal no less than 120 days prior to the renewal date. The terms of Sections 9 and 12, entitled "Indemnification and Hold Harmless" and "Compliance with Law," shall survive termination of this Agreement.

2. Termination

- A. **Termination for Cause.** If, at the sole discretion of the City, Contractor fails to perform services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause. In the event of termination for cause, all finished and unfinished documents, data, and other work product prepared by Contractor and its subcontractors shall be delivered to the City and the City shall compensate Contractor for all services satisfactorily performed prior to the date of termination. Notwithstanding the foregoing, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of a breach of this Agreement by Contractor and the City may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the City from Contractor is determined.
- B. **Termination for Convenience.** The City may, for its convenience and without cause, immediately terminate this Agreement and any remaining services to be performed by

Contractor, by giving Contractor thirty (30) days written notice. Upon receipt of the notice of termination for convenience, Contractor shall promptly discontinue all work and to the extent indicated on the notice of termination, shall terminate all outstanding subcontracts and purchase orders as they relate to the terminated portions of the Agreement, shall refrain from placing further orders and/or contracting with subcontractors, and shall complete any continued portions of the services. In the event of termination for convenience, all finished and unfinished documents, data, and other work product prepared by Contractor and its subcontractors shall be delivered to the City and the City shall compensate Contractor for all services satisfactorily performed prior to the date of termination. Notwithstanding the foregoing, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of a breach of this Agreement by Contractor and the City may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the City from Contractor is determined.

Section 4. Notice to Proceed Orders and Mobilization

The City Manager or designated representative shall issue official written Notice to Proceed orders for the services referenced in the Agreement and the Contract Documents. The Notice to Proceed orders shall be sent via electronic transmission (email or facsimile) followed by regular mail. If Contractor's authorized representative is on site in the City, then the Notice to Proceed orders will be hand delivered. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed orders have been sent and received by Contractor. Contractor must acknowledge receipt of the Notice to Proceed orders in writing to the City Manager or designated representative.

Within twenty-four (24) hours of the City being placed in the National Oceanic Atmospheric Administration five (5) day hurricane forecast, Contractor shall contact the City regarding potential contract activation. Within twelve (12) hours of being issued Notice to Proceed orders from the City, Contractor shall mobilize equipment and resources in the City. Within twenty-four (24) hours of being issued Notice to Proceed orders from the City, Contractor shall have a representative physically present at the City's Emergency Operations Center. Contractor commits to be fully operational for the reduction and disposal of debris within seventy-two (72) hours of issuance of the Notice to Proceed. As part of Contractor's mobilization effort, Contractor shall provide an on-site office trailer for the duration of the project or as directed by the City.

Within twenty-five (25) hours of notification of a debris-generating event, Contractor shall provide, based on event size and impact, an adequate number of experienced, trained, and qualified personnel to collect, haul, and dispose of disaster event debris as provided in the Contract Documents. The City will operate up to five (1-5) debris-loading sites, and up to three (1-3) debris-management sites, depending on event need, along with associated roving debris monitors. Additional sites as determined by the City may be added as debris removal efforts increase. Contractor shall be required to increase its staffing depending on the severity of the debris-generating event. As the debris removal process progresses, monitor staffing requirements, as determined by the City, may fluctuate. Contractor must be prepared to provide full debris removal services seven (7) days a week for a minimum of a twelve (12) hour shift until cleanup is complete,

as determined by the City.

Section 5. Payment

All payments under this Agreement shall be in accordance with the Contract Documents and only for services requested and approved by the City.

Section 6. Liquidated Damages

Contractor shall pay the City, as liquidated damages, \$1,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations within seventy-two (72) hours of being issued a Notice to Proceed. The amount specified above are mutually agreed upon as a reasonable and proper amount of damages the City should suffer by failure of Contractor to complete the requirements set forth in this Agreement and Contract Documents.

Section 7. Taxes and Assessments

Contractor agrees to pay all sales, use, or other taxes, assessments, or other similar charges when due now or in the future, required by any local, state, or federal law. The City is exempt from payment of Florida state sales and use taxes. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is Contractor authorized to use the City's tax exemption number in securing such materials. Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

Section 8. Nondiscrimination

Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation. Additionally, Contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability, or national origin.

Section 9. Indemnification and Hold Harmless

Contractor agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the City, its agents, representatives, officers, directors, officials, and employees from and against any and all claims, damages, losses, and expenses (including but not limited to reasonable attorneys' fees and paralegals' fees) relating to, arising out of, or resulting from Contractor's negligence, recklessness, or intentionally wrongful conduct relating to services performed under this Agreement. Contractor's duty to defend, hold harmless, and indemnify the City, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, injury, impairment, or destruction of tangible property, including loss of use resulting therefrom, cause by

an negligent acts, errors, mistakes, or omissions related to services in the performance of this Agreement, including any person for whose acts, errors, mistakes, or omissions Contractor may be legally liable. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to the City.

Section 10. Assignment

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

Section 11. Insurance

The insurance required shall be written for not less than the following:

1. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$2,000,000
Policy Aggregate (Per Project)	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Products & Completed Operations	\$2,000,000

B. Coverage/Endorsements Required

The City of Mount Dora included as additional insured
The City of Mount Dora shall be named as the Certificate Holder
The Certificate must state "RFP #24-PW-002 Emergency Debris Collection, Hauling, and Disposal Services"

2. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage	
Each Occurrence	
Owned/Non-owned/Hired Automobile Included	\$500,000

3. Workers Compensation

Statutory – State of Florida

All above coverage must remain in force and without interruption for the duration of this Agreement. Policies shall provide the City with 30 days' written notice of cancellation or material change from the insurer.

Section 12. Compliance with Laws

Contractor shall secure any and all permits, licenses, and approvals that may be required in order to perform the work and services required under this Agreement, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation and all other federal, state, City, and municipal laws, ordinances, rules, and regulations required of an employer, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, City, or municipal law, ordinance, rule, or regulation.

Section 13. Notice

All notices required by this Agreement and/or the Contract Documents shall be in writing to the representatives listed below:

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: Ceres Environmental Services, Inc.
Attn: Tia Laurie
6371 Business Boulevard, Suite 100
Sarasota, Florida 34240
Email: tia.laurie@ceresenv.com

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party written notice of the address change.

Section 14. Governing Law & Venue

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 15. Public Records

Any record created by either party in accordance with this Agreement shall be retained and

maintained in accordance with the public records law, Florida Statutes, Chapter 119.

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
(353) 735-7126
CLERK@MOUNTDORA.GOV**

A. 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 Contractor does not transfer records to the City.
4. Upon completion of this contract, transfer, at no cost to the City, all public records in Contractor's possession, or keep and maintain the public records as required by the City. If Contractor transfers all public records to the City upon completion of this contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, 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.

Further, Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to records pertaining to work being performed and completed under this Agreement.

Section 16. Audit

The City and/or its designee shall have the right from time to time at its sole expense to audit the compliance by Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of five (5) years after termination of this Agreement.

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for a lease five (5) years after completion of this Agreement. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that City, or its authorized representatives, the Government Accountability Office, the Comptroller General of the United States, FEMA, or any of their fully authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Contractor and made available to the City during the terms of this Agreement and for a period of five (5) years from the date set forth in 2 CFR § 200.333. All such materials shall be maintained by Contractor at a location in Lake County, Florida, provided that if any such material is located outside Lake County, Florida, then, at City's option, Contractor shall pay City for travel, per diem, and other costs incurred by City to examine, audit, excerpt, copy, or transcribe such material at such other location. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at Contractor's place of business.

In the event an audit is conducted by Contractor specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor, then Contractor shall file a copy of the audit report with the City's Auditor within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law. City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Contractor to comply with the provisions of this section shall constitute a material breach upon which the City may terminate or suspend this Agreement.

Section 17. Compliance with Other Federal Standards

17.1. General Federal Provisions. Work issued under this Agreement may be fully or partially funded by a Federal Grant. Where applicable, in accordance with Federal law, Contractor shall comply with the provisions of this article and comply with the authorities enumerated below, which are incorporated herein by reference.

17.1.1. 2 CFR Part 25.110

17.1.2. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000

17.1.3. Executive Orders 12549 and 12689

17.1.4. 41 CFR Part 60-1(a) and (d)

17.1.5. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

17.2. Nondiscrimination Acts and Authorities. For all federally funded work issued under this Agreement, Contract agrees for itself, its successors, and its assigns, to comply and to assure that any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities:

17.2.1. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement;

17.2.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

17.2.3. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

17.2.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

17.2.5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

17.2.6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);

17.2.7. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

17.2.8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms

“programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

17.2.9. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 et seq.) or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

17.2.10. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

17.2.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

17.2.12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

17.2.13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.);

17.2.14. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division;

17.2.15. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractors’ compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

17.3. Nondiscrimination Clauses for Compliance with Regulations. For all federally funded work issued under this Contract, the Contractor agrees for itself, its successors, and its assigns to comply with the following Nondiscrimination Clauses:

17.3.1. Nondiscrimination. Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices where the contract covers any activity, project, or project set forth in Appendix B of 49 CFR part 21;

17.3.2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin;

17.3.3. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information;

17.3.4. Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

17.3.5. Incorporation of Provisions. Contractor will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17.4. Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733). For all federally funded work under this Agreement, Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement. Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting any applicable Federal award.

17.5. Conflict of Interest (2 CFR § 200.112). For all federally funded work under this Agreement, Contractor must disclose in writing any potential conflict of interest to the City or pass-through entity in accordance with applicable Federal policy. Further, the City is required to maintain conflict of interest policies as it relates to procured contracts. A conflict of interest exists when any of the following occur: (i) Because of other activities, relationships, or contracts, a Contractor is unable, or potentially unable, to render impartial assistance or advice; (ii) A Contractor's objectivity in performing the work is or might be otherwise impaired; or (iii) The Contractor has an unfair competitive advantage.

17.6. Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 – 41 U.S.C. § 701 et seq.), 2 CFR § 182. To the extent applicable, Contractor must comply with Federal Drug Free workplace requirements of the Drug Free Workplace Act of 1988.

17.7. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375). For all federally funded work under this Agreement, Contractor agrees as follows: (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) Contractor will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders; (6) In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may

be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

17.8. Minority/Women Business Enterprise. For all federally funded work under this Agreement, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all subcontractors. Prior to Agreement award, Contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

17.9. Procurement of Recovered Materials. For all federally funded work under this Agreement, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

17.10. Environmental and Energy Policies. For all work over the micro-purchase threshold, Contractor and subconsultants and subcontractors will comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in

compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

17.11. Clean Air Act and Federal Water Pollution Control Act. In all work funded in excess of \$150,000, the Contractor shall comply with the Clean Air Act as set forth below:

17.11.1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

17.11.2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

17.11.3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Agreement.

17.12. Federal Suspension and Debarment. This Agreement may be covered in part as a transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of its subcontractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

17.12.1. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

17.12.2. By entering this Contract, Contractor has made the Certification set forth in this section. This certification is a material representation of fact relied upon by the City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

17.12.3. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

17.12.4. Certification Instructions.

17.12.4.1. By signing this Agreement, Contractor, referred to in this section as the prospective lower tier participant, is providing the certification set out in accordance with these instructions.

17.12.4.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

17.12.4.3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

17.12.4.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

17.12.4.5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

17.12.4.6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

17.12.4.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

17.12.4.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

17.12.4.9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government,

the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

17.12.5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions. Contractor has certified its eligibility within its Proposal and will secure the following certification from any subcontractors. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. [READ CERTIFICATION INSTRUCTIONS ABOVE BEFORE COMPLETING CERTIFICATION]

17.12.5.1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

17.12.5.2. Have not within a three-year period preceding this 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;

17.12.5.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

17.12.5.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

17.12.5.5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

17.13. Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5). Contractor agrees to comply with all provisions of the Davis Bacon Act as amended. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the Notice to Proceed. The decision to award a Notice to Proceed shall be conditioned upon the acceptance of the wage determination.

17.14. Federal Lobbying. Contractor who applies for an award of \$100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in the ITB. Each tier of subcontractor will certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier of subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor.

17.15. Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). Contractor shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated herein by this reference. Contractor is prohibited from inducing by any means any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

17.16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5). All applicable work issued in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor and all subconsultants and subcontractors are required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

17.16.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

17.16.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or

permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

17.16.3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

17.17. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401). If the Federal funding for any work meets the definition of “funding agreement” under 37 CFR § 401.2, Contractor may be subject to additional standard patent rights clauses in accordance with 37 CFR § 401.14.

17.18. Access to Records and Reports. Contractor will make available to the City’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, City, City Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Contractor that are pertinent to the City’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

17.19. Federal Changes. Contractor will comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

17.20. Termination for Default (Breach or Cause). If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Agreement.

17.21. Termination for Convenience. For any work issued over the micro-purchase threshold may be terminated by City in whole or in part at any time, upon ten (10) days written notice. If the Agreement is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

17.22. Safeguarding Personal Identifiable Information (2 CFR § 200.82). Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

17.23. Prohibition on Utilization of Cost Plus a Percentage of Cost Contracts (2 CFR Part 200). The City will not issue work containing Federal funding on a cost-plus percentage of cost basis.

17.24. Trafficking Victims Protection Act (2 CFR Part 175). Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor from (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract is in effect; (2) procuring a commercial sex act during the period of time that resulting Agreement is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by City for Contractor's violating this provision, without penalty.

17.25. Domestic Preference for Procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

17.26. Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005). All iron, steel, manufactured products, and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with City for further details. Contractors shall be required to submit a completed Buy American Certificate with any applicable Notice to Proceed in substantially the following form:

17.26.1. Buy American Certificate (FAR 52.225-2) Contractor certifies that each end product, except those listed in paragraph 19.26.2 of this provision, is a domestic end product. Contractor shall list as foreign end products in paragraph 19.26.2 those end products manufactured in the United States that do not qualify as domestic end products. The terms "domestic end product," "end product," and "foreign end product" are defined in FAR 52.225-1 entitled "Buy American-Supplies."

17.26.2. Foreign End Products: Line Item No. Country of Origin

_____	_____
_____	_____

17.26.3. The Government will evaluate offer in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

17.27. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216). Contractor and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

17.28. Enhanced Whistleblower Protections (41 U.S.C. § 4712). An employee of Contractor and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

17.29. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170). In accordance with FFATA, the Contractor shall, upon request, provide City the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

17.30. Federal Awardee Performance and Integrity Information System (FAPIIS) (The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200

Appendix XII). Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

17.31. Never Contract With the Enemy (2 CFR Part 183). For work funded by grant and cooperative agreements in excess of \$50,000 and performed outside of the United States, including U.S. territories and in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

17.32. Federal Agency Seals, Logos and Flags. Contractor shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

17.33. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting Agreement.

17.34. Conflict with Grant Terms. In the event of any conflict between the terms and conditions of this Article and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Agreement, the conflicting terms and conditions of that document shall prevail.

Section 18. Performance and Payment Bonds

Performance and Payment Bonds shall be due and be submitted to the City's Purchasing Coordinator on a per event basis within ten (10) days of event activation by the City. Each bond shall be the amount equal to 100% of the City estimated event amount, with the cost borne by Contractor. Once activated, the Performance and Payment Bonds shall be in force throughout the final completion and acceptance of the individual event project by the City. 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 report policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., 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.

Section 19. Prohibition Against Contracting with Scrutinized Companies

Pursuant to Florida Statutes Section 287.135, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractor must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the Agreement and seek civil remedies pursuant to Florida Statute Section 287.135.

Section 20. E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Florida Statutes, Contractor and its subconsultants shall register with and use the E-Verify system to verify work authorization status of all new employees.

Section 21. Public Entity Crimes Statement

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following 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, subcontractor, or consultant under a contract with a public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list. Any person must notify the Department of Management Services and the City within 30 days after conviction of a public entity crime applicable to that person or to an affiliate of that person. Contractor hereby certifies that it has not been placed on the convicted vendor list for a period of at least 36 months prior to submission of its response to the solicitation that resulted in this Agreement, and that it shall notify the Department of Management Services and the City within 30 days after conviction of a public entity crime applicable to Contractor or to an affiliate of Contractor.

Section 22. Entire Contract & Waivers

This Agreement (including all Schedules and Exhibits), as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the City to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the City thereafter to enforce such provisions.

Section 23. Severability

If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

Section 24. Independent Contractor

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the City as his/her employer, or as partner, agent or principal. Neither Contractor, not any of Contractor's employees, shall be entitled to any benefits accorded to the City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

Section 25. Modification

The covenant, 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. Third-Party Beneficiaries

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof,

a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

Section 27. Representation of Authority to Contractor/Signatory

The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the City that the execution and delivery of this Agreement and the performance of Contractor's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

Attest:

CITY OF MOUNT DORA

Jeanann Hand
City Clerk

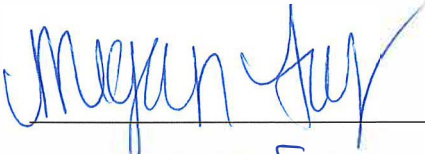
Crissy Stile, Mayor

Date: _____

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

Patrick Brackins, Esq.
City Attorney

Attest:


Name: Megan Fay
Its: office Manager

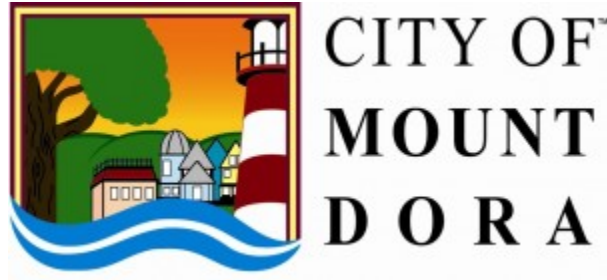
CERES ENVIRONMENTAL
SERVICES, INC.


Name: Tia Laurie
Its: Corporate Secretary
Date: 12/27/2024

EXHIBIT A

Request for Proposals

NUMBER
RFP #24-PW-002



EMERGENCY DEBRIS COLLECTION, HAULING AND DISPOSAL 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-PW-002 to provide professional Emergency Debris Collection, Hauling and Disposal Services. Responses will be received until 2:00 p.m. on May 15, 2024.

RFP# 24-PW-002

“EMERGENCY DEBRIS COLLECTION, HAULING AND DISPOSAL SERVICES”

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

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

NOTE: Electronic responses will be the only method allowed for Proposers to respond to this solicitation. **Electronic responses are to be provided via DemandStar only.** All submittals must be compatible with Microsoft Office 2010 or later. Bidding will be done through a secure locked box. Proposers can only view/submit their Bid and will not have access to any other Proposer's submittals. The Proposer's Bid may be changed at the Proposer's discretion until the due date and time have been reached at which time the Proposer will no longer change or have access to the electronic bid submittal. The City will then open the Bids. Proposers who are bidding for the first time are strongly encouraged to contact DemandStar by e-mailing questions to DemandStar at www.demandstar.com. All bids must be received by the date and time specified above, when they will be opened, via computer, and publicly read aloud. The bid time shall be scrupulously observed. The City shall not be responsible for delays or internet outages caused by any occurrence. The City website does not accommodate electronic responses to bids. Receipt of a bid in any other form does not satisfy this requirement. No exceptions will be made.

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

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

1) INTRODUCTION/OVERVIEW

A) Purpose/Objective

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

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

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

B) Background

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

More detailed information on the government and its finances can be found in City of Mount Dora's

Annual Comprehensive Financial Report (ACFR) for fiscal year **2022-2023** and in the City's Annual Budget for fiscal year **2023-2024**. Copies of these documents may be viewed on www.mountdora.gov. 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@mountdora.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, via addendum, from donovanw@mountdora.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.mountdora.gov) and on DemandStar (www.demandstar.com).

D) Method of Source Selection

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

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

E) Pre-Proposal Conference

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

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

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

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	April 22, 2024
Last Date for Receipt of Written Questions	April 30, 2024, 2024 – 04:00 pm
Addendum Issued (If Applicable)	May 3, 2024
Proposal Due/ Opening Date (via Zoom)	May 15, 2024 @ 02:00 pm
Evaluation Committee to Shortlist	May 21, 2024 @ 01:00 PM
Evaluation Committee - Interviews (if requested)	May 30, 2024 @ 09:00 am – 12:00 pm
Evaluation Committee to Recommend	May 30, 2024 @ 12:15 pm
Issue Notice of Recommendation	May 30, 2021
City Council Meeting Date (anticipated)	June 18, 2024

2) **GENERAL DESCRIPTION - SPECIFICATIONS OR SCOPE OF WORK**

The City is seeking proposals from experienced, well qualified and properly licensed contractor(s) for the provision of Emergency Disaster Debris Collection, Hauling and Disposal Services in accordance with the Scope of Services as described herein. The Proposer(s) awarded a contract must meet or exceed all terms, conditions and specifications of the City of Mount Dora. The successful proposer(s) will hereinafter be referred to as the “Contractor.”

SCOPE OF SERVICES

The City of Mount Dora desires to obtain the services of one or more well qualified and properly licensed Contractors the ability to perform and manage all aspects of disaster debris collection, hauling, reduction, up to and including final disposal and other emergency cleanup services following a disaster event. Due to the urgency and level of service required following a disaster event, the City seeks proposals from qualified Contractors with sufficient experience in the specialized management of disaster response for the purpose of providing all aspects of emergency debris removal services during the preparation, response, recovery, and mitigation phases of potential emergency situations or disasters. Consequently, qualified Contractors must have the capacity and capability to rapidly mobilize and respond to potential wide-scale debris volumes related to a Natural Disaster impacting the City as a result of, but not limited to, tornados, wind storms, tropical storms, hurricanes, and brush fires.

See EXHIBIT “A” for a complete and detailed Scope of Services.

The successful Contractor(s) may be requested to attend annual pre-hurricane season kickoff meetings with the City and its debris monitoring firm. There will be no cost to the City or monitoring firm for such meetings.

Proposer(s) shall be a Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) approved contractor for Emergency Debris Collection, Hauling and Disposal Services. Contractor(s) and personnel must be experienced and well-versed with current FEMA and FHWA debris removal eligibility criteria and processes. All debris activities must be in

compliance with current FEMA and FHWA guidance (i.e. the PAPPG and FHWA 1273), this RFP, and all applicable State, Local, and Federal regulations. Successful Contractor(s) will assist the City in meeting all FEMA and/or FHWA reimbursement requirements.

3) CITY'S RIGHT TO INSPECT

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

4) TERMS AND CONDITIONS OF CONTRACT

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

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

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

5) GENERAL TERMS AND CONDITIONS

A) Licenses

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

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team to be assigned to the City account, are properly licensed to perform the activities or work included in this RFP document. Contractor(s) 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 a Proposal, the undersigned, as Proposer, does declare that the only person or persons interested in this RFP as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this RFP or in the contract to be entered into; this Proposal is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

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

D) Relation of City

It is the intent of the parties hereto that the Contractor(s) shall be legally considered an independent contractor, and that neither the Contractor(s) 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(s), 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

Successful Contractor(s) must have the capacity to fully fund all debris removal operations for a minimum of sixty (90) days from date of activation.

F) Termination

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

G) Liability

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

H) Indemnity

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

I) Assignment

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

J) Lobbying/Cone of Silence

All Proposers are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Proposals. During this “cone of silence” Proposers and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal advertisement to final Council approval**, no Contractor or their agent shall contact any other employee of the City in reference to this RFP, with the exception of the Purchasing Coordinator or her designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of a contract to the Contractor.

K) Single Proposal

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

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

L) Protest Procedures

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

M) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply for a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for 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, subcontractor, or CONTRACTOR under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

N) Conflict of Interest

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

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

O) Responsible Vendor Determination

Prospective Vendor is hereby notified that Florida Statutes, Section 287.05701, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the responding party is a responsible Vendor.

P) 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**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

Q) 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.

R) Scrutinized Company List

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

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

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

S) Billing Instructions – Awarded Contractor(s)

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

6) INSTRUCTIONS FOR BID

A) Compliance with the RFP

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

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFP**, Contractor(s) acknowledges these conditions include Insurance Requirements.

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

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

Proposer also understands that the evidence of required insurance may be required within seven (7) business days following City notification of each event activation; otherwise, the City may cancel the Agreement.

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

C) Acknowledgment of Bonding Requirements

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

☒ Not Applicable at this time.

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

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed

rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☒ Performance and Payment Bonds: Due and to be submitted to the Purchasing Coordinator on a PER EVENT BASIS within ten (10) days of event activation by the City. Bonds shall be **written for 100% of the City estimated event amount**, with 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 Owner; provided, however, the surety shall be rated as “A-“ or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders’ surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

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

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

D) Delivery of Proposals

All RFP responses are to be delivered **before 2:00 p.m., local time**, on or before **May 15, 2024** via electronic submission at www.demandstar.com only.

E) Evaluation of Bids (Procedure)

The City’s procedure for selecting is as follows:

1. An Evaluation Committee of at least three (3), but always an odd number, will be selected to review all responsive Proposals submitted in accordance with Statutes.
2. Subsequent to the closing of Proposals, the Purchasing Coordinator shall review the Proposals received and verify whether each Proposal appears to be responsive to the requirements of the published **RFP**.
3. All evaluation committee members shall review the issued Request for Proposal (**RFP**).
4. The committee members shall review each responsive Proposal individually and score each Proposal based on the evaluation criteria stated herein.
5. Prior to the first meeting of the evaluation committee, if not included in the solicitation document, the City will post a notice announcing the date, time and place of the first committee meeting. Said

notice shall be posted in the lobby of the City Hall, on www.demandstar.com and on the City's website not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.

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

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

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

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

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

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

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

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

G) Proposals, Presentation, and Protest Costs

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

H) Acceptance or Rejection of Proposals

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

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

I) Requests for Clarification of Proposals

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

J) Validity of Proposals

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

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

K) Response Format

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

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

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

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

Tab 1 - Cover Letter

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

Tab 2 - Table of Contents

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

Tab 3 – Firm Experience and Expertise

Describe previous related work experience and qualifications in the subject area. Respondent must have a minimum of five (5) years’ experience working for a governmental entity (do not include the City of Mount Dora) with similar responsibilities. Demonstrate a clear understanding of the Scope of Work and other technical and legal issues.

If applicable, the Respondent shall provide information as to the qualifications and experience of all other personnel to be assigned to this project, including resumes citing experience with similar projects (do not include the City of Mount Dora) and the responsibilities to be assigned to each person. In addition to the above, the Respondent should provide an overall approach and methodology to meeting the goals and responsibilities of the Scope of Work.

Tab 4 – Financial Stability

Describe the financial stability of the Contractor(s) to enable 100% funding and provision of the needed services for the City.

Tab 5 – Resources and Methodology

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

Tab 6 – Proposed Rate Schedule

Provide the required unit rate schedule for all equipment and positions required to provide and/or support this service.

Tab 7 – Attachments/Addenda/Administrative Information

- City’s Required Forms (See Section 7 of this document)
- Proper and Valid Licensing to conduct business in the State of Florida.
- Current Applicable Certifications and Licensing to perform the requested services.
- Proof of Insurance Coverage and Limits (proof of available/required limits and coverage). **All required forms** required by the RFP **shall be fully completed and executed by an authorized representative** that can legally bind the Respondent.

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

L) Proposals Evaluation Committee and Evaluation Factors

All responsive Proposals will be subject to a review and evaluation process by a City Evaluation Committee. 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 business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

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

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

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

Submissions will be evaluated by the Evaluation Committee on a total score basis, with a maximum score of five hundred (500) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

Criteria	Maximum Criteria Points Assigned	Assigned Weight	Maximum Score Possible
Firm Experience & Expertise (Tab 3)	30	5	150
Financial Stability (Tab 4)	30	5	150
Resources and Methodology (Tab 5)	30	5	150
Proposal Submittal (Tabs 1, 2 & 7)	10	5	50
Totals	100	NA	500

Calculation of points for cost (Tab 6) will be completed, by the City's Purchasing Coordinator, as described in the following **EXAMPLE**. Lowest Cost Proposed with a weighted multiplier of 85% of an available 100% total value (85-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTAL POINTS ASSIGNED
Company #1	\$100,000.00	\$100,000.00	100.0%	85	85.0
Company #2	\$108,000.00	\$100,000.00	92.6%	85	78.7
Company #3	\$120,000.00	\$100,000.00	83.3%	85	70.8

Formal Oral Presentation/Interview Scoring (if requested):

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

A maximum of four (4) points can be assigned to each firms' session. The points assigned will be multiplied by a weight of 2.5 to equal a maximum of 10 possible points for a final scoring.

The Presentation/Interview final scoring will determine the final ranking of shortlisted firms.

Drug-Free Workplace:

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

Tie Breaker:

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

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

7) **REQUIRED FORMS**

Required forms:

1. Proposers Checklist
2. Proposers Qualification Form
3. Conflict of Interest Affidavit
4. Vendor Certification Regarding Scrutinized Companies' List
5. FSS Section 287.138 Certification
6. Grant Funding Compliance Form
7. Byrd Anti-Lobbying Compliance Form
8. Declaration Statement
9. Insurance Requirements
10. Hold Harmless Form
11. Drug Free Workplace Certification
12. Non-Collusion Affidavit of Prime Bidder
13. Acknowledgements
14. Public Records Law
15. Reference Form
16. Public Entity Crimes Statement
17. Firm Information
18. W9
12. Proposal Pricing (Separate Excel Spreadsheet + Pricing Acknowledgement Form)

PROPOSER CHECK LIST

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

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

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

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

<u>% Completed</u>	<u>Project</u>	<u>Contract Amount</u>
		\$ _____
		\$ _____
		\$ _____

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

OTHER INFORMATION ABOUT PROJECTS:

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

STATEMENT OF LITIGATION:

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

☐ Yes ☐ No

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

CONTRACT TOTALS:

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

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

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

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

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

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

CONFLICT OF INTEREST AFFIDAVIT

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

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

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [☐] physical presence or [☐] online notarization of _____, who personally swore or affirmed that he/she is authorized to execute this Oath 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, State of Florida

Vendor Certification Regarding Scrutinized Companies' List

Respondent Vendor Name: _____

Name of Company _____

FEIN: _____

Authorized Representative's Name and Title _____

Address: _____

Phone Number: _____ Email Address: _____

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that 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/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, 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 (\$1,000,000) 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.

Certified By: _____,

Authorized Signature (Print Name and Title) _____

Print Name _____

Title _____

Signature Bidder/proposer understands and agrees that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, 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 (\$1,000,000) 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. Lists are created pursuant to section 215.473, Florida Statutes.

Remainder of Page Intentionally Left Blank

**FLORIDA STATUTES, SECTION 287.138
CERTIFICATION**

I, _____(person)_____, as the _____(title)_____ of
_____(entity)_____, do hereby certify that
_____(entity)_____: (i) is not owned by the government of a foreign country of
concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign
country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is
not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section 287.138;
and (iv) does not have its principal place of business in a foreign country of concern as defined by Florida
Statutes, Section 287.138.

Print: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online
notarization of _____, who personally swore or affirmed that he/she is
authorized to execute this Oath 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, State of Florida

Remainder of Page Intentionally Left Blank

**GRANT FUNDING COMPLIANCE
STATEMENT AND CERTIFICATION**

Project Name: _____ Project Number: _____

Project Location: _____

CERTIFICATION

The Bidder/Proposer hereby agrees to comply with any and all local, state and/or federal grant funding requirements, to the extent applicable to the Project, and that any and all applicable local, state and/or federal grant funding requirements shall be included within the agreement resulting from this solicitation_____.

Dated this ____ day of _____, 2024. I hereby certify the above statement on behalf of the Bidder/Proposer. I hereby further certify that I have the authority to execute this certification and bind the Bidder/Proposer accordingly and that I am the same individual who is authorized to execute any Agreement resulting from this solicitation _____.

Name of Firm

Signature

Printed Name

Title

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 Proposing 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

BYRD ANTI-LOBBYING AMENDMENT
CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company]_____, certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company]_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

DECLARATION STATEMENT

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

RE: RFP NO. 24-PW-002 - “EMERGENCY DEBRIS COLLECTION, HAULING AND DISPOSAL 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 #24-PW-002 “EMERGENCY DEBRIS COLLECTION, HAULING AND DISPOSAL SERVICES.”**

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

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- =====
- ☒ 1. Worker's Compensation
- Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements.
- ☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements.
- Bodily Injury & Property Damage
- \$TBD single limit per
occurrence
- ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Firm shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Firm or anyone employed or utilized by the Contractor/Vendor/Firm in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.
- This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.
- ☒ 4. Automobile Liability
- \$ 500,000 Each Occurrence
Owned/Non-owned/Hired
Automobile Included
- ☐ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage
- \$ 1,000,000 Per Occurrence
- ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.
- ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.
- ☒ 8. The City of Mount Dora must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

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

City of Mount Dora
Mount Dora, Florida

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

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state **RFP #24-PW-002 “EMERGENCY DEBRIS COLLECTION, HAULING AND DISPOSAL 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

HOLD HARMLESS AFFIDAVIT

The Contractor/Vendor/Firm is required to purchase and maintain minimum limits of \$1,000,000 per occurrence for all liability, which includes general liability and, if applicable, automobile liability. Other coverage may be required where applicable. The limits may, with prior City approval, be adjusted based on a per event basis.

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

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

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

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

Contractor/Vendor-Print Name

Signature

Project Name

Date

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

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 QUALIFIER

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

I am the _____ of _____, (Proposer) which has submitted a Response to City of Mount Dora RFP #24-PW-002.

I am fully informed respecting the preparation and contents of the Response to RFP #24-PW-002, 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-PW-002, 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-PW-002 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 Proposing 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-PW-002

“EMERGENCY DEBRIS COLLECTION, HAULING AND DISPOSAL SERVICES”

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

_____(Proposer) guarantees its Response to RFP #24-PW-002 for a period not to exceed one hundred twenty (180) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

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

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

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

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

Address: _____

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

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

CORPORATION

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

Address: _____

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

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

State of Incorporation:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

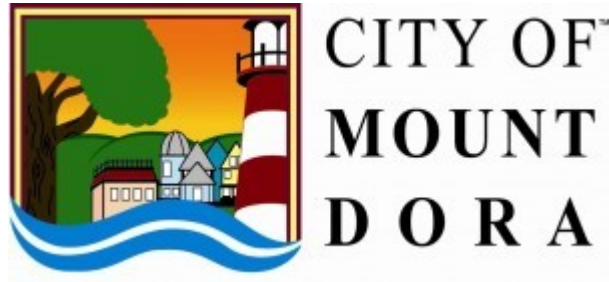
Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

Remainder of Page Intentionally Left Blank



COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: **RFP #24-PW-002**

Date: _____

REFERENCES FORM

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

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

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

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

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

Dates of Service: _____

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

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

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

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

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

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

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

(Signature)

STATE OF FLORIDA
COUNTY OF _____

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

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

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

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) ► _____ 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requestor'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 ► _____
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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.

PROPOSED PRICING ACKNOWLEDGEMENT
RFP 24-PW-002
“EMERGENCY DEBRIS COLLECTION, HAULING AND DISPOSAL 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 (Exhibit “A”), propose to furnish all labor, materials, equipment, vehicles, fuel and services without exception, for “Emergency Debris Collection, Hauling and Disposal Services.” The rates stated, under Exhibit “F”, will be utilized with actual quantities used on a per event basis.

It is understood that ALL rates contained in the provided Excel spreadsheet as Exhibit “F” include all costs associated with providing the requested services to the City in a format that is standard with FEMA and/or FHWA for reimbursement for such services to the City. By submitting a proposal the Contractor agrees to assist the City with any and all support needed to obtain FEMA and/or FHWA reimbursements.

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 services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Proposal and any associated Agreement. Proposer further agrees the City shall compensate Proposer at the pricing shown in Exhibit “F” for actual quantities and work performed.

Firm: _____

Name: _____

Address: _____

Telephone Number: _____

Contact Email Address: _____

Company Authorized Representative Name: _____

Signature/Date: _____

THE PRICING SUBMITTED INCLUDES SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

Exhibit “A”

SCOPE OF SERVICES

The City of Mount Dora desires to obtain the services of one or more Contractors capable of performing and managing disaster debris removal, reduction, disposal and other emergency cleanup services following a disaster event. Due to the urgency and level of service required following a disaster event, the City seeks proposals from qualified Contractors with sufficient experience in the specialized management of disaster response and subcontractors for the purpose of debris removal services during the preparation, response, recovery, and mitigation phases of potential emergency situations or disasters. Consequently, qualified Contractors must have the capacity and ability to rapidly mobilize and respond to potential wide-scale debris volumes related to a Natural Disaster impacting the City as a result but not limited to, tornados, wind storms, tropical storms, hurricanes, and brush fires.

Pre-Event Coordination Meeting

The successful Contractor(s) may be required to attend an annual pre-hurricane season kickoff meeting with the City and its debris monitoring firm(s) at no cost to the City.

A) General

1. The City of Mount Dora requires a contractor(s) to provide emergency debris collection, hauling and disposal services following a debris-generating event such as a hurricane, tornado, storm or other catastrophic event. The debris removal Contractor(s) are necessary to assure Federal agencies emergency plan and debris removal contract requirements are met by proper collection, hauling and disposal of debris from public access roads, rights-of-way and public property, debris management sites (final disposal), and to assure the debris management plan and contracts are effectively and efficiently implemented. The City will assign a Debris Operations Supervisor and will establish, and staff, a Debris Operations Base, which will provide overall coordination with the Debris Removal Contractor and the City’s Debris Monitoring Contractor. Contractor(s) are required to coordinate with City staff and the City’s existing contracted debris monitoring firm.
2. Contractor(s) shall have financial capacity to fully fund ALL debris removal activities for no less than 90 days.
3. Within twenty-five (25) hours of notification, the debris removal Contractor shall provide, based on event size and impact, an adequate number of experienced, trained and qualified personnel to collect, haul and dispose of disaster event debris. The City will operate up to five (1-5) debris-loading sites, and up to three (1-3) debris management sites, depending on event need, along with associated roving debris monitors. Additional sites as determined by the City may be added as debris removal efforts increase. The debris removal Contractor will be required to increase its staffing from this point depending on the severity of the debris-generating event. Likewise, as the debris removal process progresses, monitor staffing requirements, as determined by the City, may fluctuate. The debris removal Contractor must be prepared to provide full debris removal services seven (7) days a week

for a minimum of a twelve (12) hour shift until cleanup is complete. City will make the sole determination of “complete.”

4. As a part of this proposal, the debris removal Contractor(s) must indicate and explain how they plan to supply adequate personnel to support the scope of work identified in the RFP, and must describe how they would hire additional personnel to meet the needs of the City.
5. All personnel provided by the debris removal Contractor must speak fluent English, have moderate public relations skills, be a minimum of eighteen (18) years of age, and have a valid driver’s license issued in the United States and a reliable vehicle. The Contractor(s) vehicle must be acknowledged and covered under the debris removal Contractor(s) insurance for collision and liability. In addition, personnel must be capable of working in an outside environment, and be able to climb a in/out of large trucks or a ladder of ten (10) feet in height. Contractor(s) personnel will be required to maintain daily logs of the debris removal activities and must have adequate writing skills.
6. The debris removal Contractor(s) warrants all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The debris removal Contractor(s) shall remove from the contract any person the City deems incompetent, careless or otherwise objectionable. Any changes or substitutions in personnel must be made known to the City’s Debris Operations Supervisor.
7. The debris removal Contractor(s) will provide personnel who have the means to remain in constant contact, via cell phone, with the Contractor(s) assigned supervisory staff and with the City Debris Operations Supervisor. Debris removal personnel must have adequate transportation to and from the City.
8. The debris removal Contractor(s) will provide hardhats, safety vests, eye protection, and all other required/necessary protective equipment for its employees and/or subcontractors.
9. Equipment (not including transportation) necessary to document the removal of all types of eligible debris from public access roadways, public rights-of-ways, and public property will be supplied by the Contractor(s).
10. The debris removal Contractor(s) will be responsible for the training of its debris removal personnel and sub-contractors. All personnel must be familiar with the debris removal Contractor(s) before initially reporting for work. Field assignment of debris removal personnel will be at the discretion of the debris removal Contractor(s) in coordination with the City’s Debris Operations Supervisor. Debris removal Contractor(s) must be prepared to rotate among the City’s established debris disposal sites and support any debris monitoring needs.

B) Reporting

Contractor will follow all FEMA and FHWA as applicable to the requested services.

Contractor will assist the City with ensuring all FEMA and FHWA reporting needs are met.

C) Safety

All Contractor(s) personnel must wear safety equipment when working on a City project. Contractor(s) personnel must adhere to all debris removal safety requirements and OSHA Regulations

D) Other Considerations

1. The debris removal Contractor(s) shall be responsible for paying any and all costs associated with violations of law or regulation relative to the Contractor's activities.
2. The debris removal Contractor(s) will secure at its own expense, all necessary equipment, materials and personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
3. The debris removal Contractor(s) shall abide and operate under the most recent of all applicable federal acts, regulations and requirements.

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

4. Debris removal work and the associated monitoring service on Federal Highway (FHWA) roads must be bifurcated from non-FHWA roads. The debris removal Contractor(s) will provide separate invoices for services on such indicated roads. If applicable, a current listing of FHWA roads will be provided at the start of an activation period.

E) Payment

1. Stated rates shall include all costs, all applicable overhead, taxes, benefits, handling charges, and profits. No travel expenses, mileage (other than hauling mileage), per diem, meals, rental cars and/or lodging will be paid by the City.
2. All requests for payment under an awarded contract shall, at a minimum, identify the equipment, positions, unit and/or hourly rates for which the billing applies. Labor summaries with detailed daily costs and personnel will be supplied with any FHWA work. The Contractor(s) will invoice the City on a monthly basis.
3. Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City, indicating services have been rendered in conformity with the Contract. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.

F) Subcontractors

The debris removal Contractor(s) may employ subcontractors without the advance written permission of the City in order to meet the needs of the City project. The debris removal Contractor(s) agree such personnel will be covered by the Contractor(s) liability, auto and any other applicable insurance and are not employees of the City.

G) Description of Designated Areas

- A. The designated area for debris removal (the City right-of-way) is bounded by the City limits of Mount Dora and includes public property and Right-of-Ways (ROW), City parks and City debris staging areas. The City Debris Manager may also authorize the Contractor to perform debris removal on non-City roadways, waterways or other areas, as directed in writing by the City Debris Manager.

- B. In accordance with MAP-21, following a Presidential Disaster Declaration all debris removal from FHWA funded road segments will be funded by FEMA. Following a Governor declared disaster and if tasked with debris removal from Federal Aid Highway segments within Florida Department of Transportation, District 5 under the Federal Highway Administration (FHWA) Emergency Relief (ER) Program, the Contractor will be required to provide crews separate from those providing any other City ROW debris removal services. The crews allocated to provide debris removal from FHWA-ER eligible roadways will only collect debris from FHWA-ER eligible roadways. Further, the Contractor shall abide by all eligibility requirements and guidance set forth by FHWA for debris removal on FHWA-ER Program Eligible roadways to include those identified in **Exhibit “C” – FHWA Form 1273**.
- C. The City Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.
- D. All debris identified by the City Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the City is at the discretion of the City Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the City Debris Manager in writing.
- E. Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.
- F. Contractor shall deliver all disaster related debris to a City approved Debris Management Site (DMS) or City Designated Final Disposal Site that have been approved to receive storm-generated debris and adhere to all local, state and federal regulations.
- G. The City will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the City, the City may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the City. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use.
- H. The City’s Designated Final Disposal Site is Mid Florida Materials, located at 3300 SR 46, Mount Dora, FL 32757. Additional City Designated Final Disposal Sites may be approved by the City in writing depending on the severity of the disaster and the amount of debris generated. Through the course of the contract sites are subject to change.
- I. All City Designated Final Disposal Sites must be approved, in writing, by the City Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and

disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the City Debris Manager.

- J. Payment for disposal costs such as tipping fees incurred by the Contractor at a City Designated Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the City as a pass through cost. Prior to reimbursement by the City, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the City Designated Final Disposal Site.
- K. Recycling of debris removed by the Contractor is strongly encouraged and will be coordinated with the City and authorized agencies. Recycling efforts will also be carried out under the current recycling programs existing at most landfills. The strength or weakness of the various landfill recycling programs will be a factor in choosing disposal locations. Common recyclable materials that are a result of a debris-generating event include wood waste, metals, and concrete. The recent passing of the Public Assistance Alternate Procedures allows for the City to retain any income received for recycling of disaster debris. If applicable, the Contractor will submit all recycling proceeds to the City.
- L. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.
- M. The City reserves the right to inspect DMS, verify quantities and review operations at any time.
- N. The City, at its sole discretion, may elect to perform work with in-house forces or additional contract forces.

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Scope of Services

All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City Debris Manager. Work shall also include the clearing and removing of any and all “Eligible” debris as most currently defined (at the time written Notice to Proceed orders are issued and executed by the City for the Contractor) by the current Public Assistance grant program guidelines Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, Federal Highway Administration (FHWA) Emergency Relief (ER) Program to include those identified in **Exhibit “C” – FHWA Form 1273** and as directed by the City Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA or FHWA during the course of a debris removal project. The aforementioned definition of “Eligible” applies to all uses throughout this Scope of Services. Work will include: examining debris to determine whether or not debris is Eligible; loading the debris; hauling debris to City approved DMS(s) or City Designated Final Disposal Site(s); reducing disaster related debris; hauling reduced debris to a City Designated Final Disposal Site; disposing of reduced debris at a City Designated Final Disposal Site or ORSWMF and supporting documentation. Debris not defined as Eligible by the current FEMA Publication FP-104-009-2 or state or federal DSGs or policies will not be loaded, hauled dumped or reimbursed under this contract unless written instructions are given to the Contractor by the City Debris Manager. It shall be the Contractor’s responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed orders, unless otherwise directed by the City Debris Manager, in writing. This includes, but is not limited to:

1. Emergency Road Clearance

At the request of the City this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from City roadways, to make them passable immediately following a declared disaster event. All roadways designated by the City Debris Manager shall be clear and passable within 70 working hours of the issuance of Notice to Proceed from the City to conduct emergency roadway clearance work. The City may choose to extend the Contractor’s 70 hour limit through a written request. The Contractor shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Exhibit “F” Schedule 1 – Hourly Labor, Equipment and Material Price Schedule.

2. Eligible ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris existing on the City ROW to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- A. For the purposes of this contract, Eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with

loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

- B. Removal of Eligible vegetative debris existing in the City will be performed as identified by the City Debris Manager.
- C. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS or a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- D. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- E. Entry onto private property for the removal of Eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.
- F. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the ROW line and removed.
- G. The Contractor must provide traffic control as conditions require or as directed by the City Debris Manager.

3. Eligible ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible Construction and Demolition (C&D) debris existing on the City ROW to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- A. For the purposes of this contract, Eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- B. Removal of Eligible C&D debris existing in the City ROW will be performed as identified by the City Debris Manager.
- C. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- D. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- E. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific ROE legal and operational procedures.

- F. The Contractor must provide traffic control as conditions require or as directed by the City Debris Manager.

4. DMS(s) Management, Operations and Reduction Through Grinding

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate the DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of Eligible disaster related debris. Grinding must be approved by the City Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

- A. The management of the DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- B. Contractor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
- C. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s)
- D. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- E. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- F. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- G. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
- H. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- I. Contractor is responsible for all associated costs necessary to provide qualified personnel.

DMS(s) Management, Operations and Reduction Through Air Curtain Incinerators

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of Eligible disaster related debris. ACI reduction must be approved by the City Debris Manager, Division of Forestry, FDEP and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

- A. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDEP. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.
- B. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDEP guidelines.
- C. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s)
- D. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- E. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- F. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- G. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
- H. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- I. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 6. Depending on the volume of HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.

- J. Contractor is responsible for providing twenty-four (24) hour DMS(s) security and fire tender.
- K. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
- L. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. Tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (**See Debris Site Tower Specifications**).
- M. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

5. Haul-Out of Reduced Debris to a City Designated Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced Eligible material such as ash, compacted C&D, mulch, etc., existing at a City approved DMS(s) to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the City for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-City Designated Final Disposal Site. All debris residing in the City ROW and City provided DMS shall be the property of the City until final disposal at a permitted disposal site or recycling facility, unless otherwise negotiated by the City.

6. Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured 4.5 feet from the base of the tree and Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW. Debris generated from the removal of Eligible hazardous trees and Eligible hanging limbs two (2) inches or greater existing in the City ROW will be placed in the safest possible location on the City ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous leaning trees less than six (6) inches in diameter, measured 4.5 feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The City will not compensate the Contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all Eligible hazardous leaning trees and Eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW then Contractor must load

the resulting debris as Eligible hazardous leaning tree or Eligible hazardous hanging limbs as they are removed.

Eligible hazardous trees will be identified by the City or its authorized representative for removal. Removal and placement of Eligible hazardous trees six (6) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
 2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
 3. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
 4. The tree has a split trunk that exposes heartwood.
- A. Eligible hazardous hanging limbs will be identified by the City or its authorized representative for removal. Removal and placement of Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative.

In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

1. The limb is greater than two (2) inches in diameter.
2. The limb is still hanging in a tree and threatening a public-use area.
3. The limb is located on improved public property.

7. Removal of Eligible Hazardous Stumps

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree existing on the City ROW. Further, debris generated from the removal of uprooted stumps existing on the City ROW will be transported to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal Eligible vegetative debris and removed in accordance with scope of services item 2. The diameter of Eligible stumps less than twenty-four (24) inches will be

converted into a cubic yardage volume based on the most recent published FEMA stump conversion table and removed under the terms and conditions of scope of services item 2.

A. Eligible hazardous stumps will be identified by the City or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. In order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

1. Fifty percent (50%) or more of the root ball is exposed.
2. The stump is on City ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table. The City or its authorized representative will measure and certify all Eligible stumps prior to removal. Holes left by removed stumps shall be filled with dirt. The cost of filling the hole shall be included in the Exhibit "F" - Excel price sheet Category 10- Removal of Eligible Hazardous Stumps.

8. Eligible Household Hazardous Waste Removal Transport and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of Eligible HHW from the ROW to a TSDF.

- A. The removal, transportation and disposal of Eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- B. All HHW shall be managed as hazardous waste and disposed of at a permitted Hazardous Waste TSDF.

9. Eligible ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of Eligible white goods from the ROW, removal of refrigerants, transportation to a City approved DMS, decontamination, and transportation to a City approved facility for recycling. The designated facility for recycling must be approved in writing by the City. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing

refrigerants are not damaged. White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

A. The removal, transportation and recycling of Eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

1. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.

B. The Contractor shall recycle all Eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.

C. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a designated City approved DMS for refrigerant removal by the Contractor's qualified technicians.

10. Eligible E-Scrap Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of Eligible E-Scrap from the ROW to a City Designated E-scrap recycling facility. Eligible E-Scrap includes, but is not limited to, televisions, computers, computer monitors and microwaves in areas identified and approved by the City. The Contractor shall recycle or dispose of all Eligible E-Scrap Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

11. Eligible Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City Designated Final Disposal Site. Contractor shall coordinate activities with the Mount Dora Animal Services Division and the Lake County Health Department.

12. Other Debris Removal Work

A. Marine Debris Removal - The Contractor shall clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the City, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc.). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the City or its representative

B. Sand Screening - The Contractor shall screen all sand to remove Eligible debris deposited as a result of a natural or manmade disaster as directed by the City, in writing. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach or designated site. Eligible debris removed from the sand shall be collected, hauled and processed at the DMS.

- C. Removal of Sand, Silt, and Sediment from Storm Drains and Catch Basins- Following a flood event, the Contractor(s) may be tasked with removing sand, silt, sediment and debris that has been washed into storm drains and catch basins in order to restore drainage function.
- D. Abandoned Vehicles and Vessels-The Contractor(s) shall remove vehicles and vessels from City ROW and City property that have been abandoned and present a hazard or immediate threat that blocks ingress/egress in public use areas. The Contractor will stage the vehicles and vessels in accordance with local ordinances and State law to secure ownership.

13. Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the City. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of Non-RACM structures, as well as Eligible scattered C&D debris on private property, will be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- A. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from anon-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- B. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- C. Removal and transportation of Eligible Non-RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
- D. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- E. .Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- F. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

14. Eligible Demolition, Removal, Transport and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible RACM structures

on private property within the jurisdictional limits of the City. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of structures, as well as Eligible scattered C&D debris on private property, will be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- A. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- B. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- C. Removal and transportation of Eligible RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
- D. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- E. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- F. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

Technical Specifications

Notice to Proceed Orders

The City Manager or representative shall issue official written Notice to Proceed (NTP) orders for the services referenced in this contract. The NTP orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. If the Contractor's authorized representative is on site in the City then the NTP orders will be hand delivered. Under no circumstances shall the City be liable for any services rendered unless the written NTP orders have been sent and received by the Contractor(s). Contractor(s) must acknowledge receipt of the NTP orders in writing to the City Manager or representative.

Documentation Management and Support

The Contractor shall provide data management and support to the City during the disaster recovery effort including but not be limited to:

- A. Assist the City in the preparation of FEMA and State reports for reimbursement, including training of agency/department employees and review of documentation prior to submittal.

- B. Work closely with State Emergency Management, FEMA, and other agencies to insure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.
- C. Utilize City tracking documentation and/or provide approved original receipts and should include collection/disposal tickets, field inspection stations and reports, and other required documentation to support and provide substantiation for FEMA, Federal, State and City reimbursement. Invoices shall be provided to the City in format acceptable to the City's Finance Department in accordance with all Federal, State, and Local rules, regulations and laws.
- D. The Contractor shall conduct daily meetings with the City to provide updates on the status of operations, discuss issues/problems, and daily work schedules. The Contractor shall provide daily reports in a format approved by the City that detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done detailing the street names beginning and ending cross streets and address blocks and city limit lines when applicable where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed. The reports shall include issues requiring attention and other information requested by the City.
- E. The Contractor shall maintain, in an approved and safe place at the site, one record copy of all load tickets, disposal tickets, field inspection reports and other data sufficient to provide substantiation of debris removal costs for Federal and State reimbursement applications along with Written Amendments, Change Orders, Work Change Directives, Change Orders and written interpretations and clarifications in good order and annotated to show all changes made during the execution of the work. These record documents, together with all approved samples, shall be available to the City for reference. Upon completion of the work, these record documents and samples shall be delivered to the City.

Mobilization/Response

Within twenty-four (24) hours of the City being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the City regarding potential contract activation. Within twelve (12) hours of being issued NTP orders from the City, the Contractor(s) shall mobilize equipment and resources in the City. Within twenty-four (24) hours of being issued NTP orders from the City, the Contractor(s) shall have a representative physically present at the City's Emergency Operations Center. Contractor commits to be fully operational for the reduction and disposal of debris within seventy-two (72) hours of issuance of the Notice to Proceed. As part of the Contractor's mobilization effort the Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the City.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources-Subcontractors/Separate Contractors

The City strongly encourages the use of local resources. The Contractor(s) shall perform at least 30% of the work with its own forces and give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers. A list of subcontractors will be required when activated and maintained current throughout the activation. Contractor shall coordinate the services and work product of any Subcontractors and remain fully responsible for professional quality preparation of all work product and services as may be required. Any Subcontractor agreement shall be in writing and shall reflect the terms of Contractor's agreement with the City. Agreements with Subcontractors will not relieve the Contractor from any of its duties. Contractor shall provide the City with copies of all Subcontractors agreements prior to said Subcontractor commencing work. The Contractor shall ensure that all Subcontractors comply with the same insurance requirements that the Contractor is required to meet under the terms of any agreement with the City, and provide the City with certificates of insurance by the Subcontractor(s) evidencing such compliance. The City reserves the right to approve all subcontractors and updates thereto. The preference for the use of local resources is not applicable to FHWA funded Emergency Relief projects.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the City. The project manager shall provide a telephone number to the City with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the City Debris Manager and/or City authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, City coordination and damage repairs. Frequency of meetings may be adjusted by the City Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the City Debris Manager.

Debris Monitoring

The City has contracted for the services of a debris-monitoring firm to provide oversight of the Contractors operations. The debris-monitoring firm acts as the City's agent and has authority to act on its behalf, including direction to the Contractor on all operational, reporting, and administrative matters.

Equipment

- A. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- B. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the City's authorized representatives prior to its use by the Contractor(s).
- C. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be

taken to avoid the debris blowing out of the hauling vehicle during transport to a City approved DMS or a City Designated Final Disposal Site.

- D. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.
- E. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the City Debris Manager.
- F. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City Debris Manager. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the City Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor for traffic control is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services.

Rapid Response Crew

Contractor(s) shall be required to provide the City with access to one or more Rapid Response Crews (RRC) as directed by the City. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the City Debris Manager or the City's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the City deems a priority for overall City recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and the Contractor(s). Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four (24) hour, seven (7) days a week basis.

Production Rates For Debris

The City intends to participate in increased federal cost share incentives, such as those included the FEMA Alternative Procedures Pilot Program for Debris Removal. In order to help facilitate the City's

participation in any available accelerated debris removal incentives, the Contractor commits to the following productions rates for debris removal:

- A. Up to one hundred thousand (100,000) cubic yards 10 calendar days from Notice to Proceed (NTP).
- B. Up to two hundred fifty thousand (250,000) cubic yards 15 calendar days from NTP.
- C. Up to five hundred thousand (500,000) cubic yards 30 calendar days from NTP.
- D. Up to one million (1,000,000) cubic yards 60 calendar days from NTP.
- E. Greater than one million (1,000,000) cubic yards after 60 calendar days, two hundred fifty thousand (250,000) cubic yards every 15 calendar days thereafter.
- F. The ability to be fully operational for the reduction and disposal of debris within 72-hours of initial NTP.
- G. The ability to incinerate daily debris volumes within thirty (30) days on a first in, first out basis. Contractor shall use double air feed curtain, as directed to incinerate debris.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The City reserves the right to require the Contractor to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Contractor shall not perform any work located outside of City owned property or public ROW's. Failure to follow this requirement will result in City's non-payment to the Contractor for such work.

Existing Utilities

- A. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer) including calling locates to Call Sunshine, if necessary. The Contractor(s) shall pay all such costs to the utility company for any adjustments.
- B. The City may choose either to have the Contractor(s) make the necessary repairs or have the Contractor(s) pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

- A. The Contractor(s) shall provide as many towers as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the City or its authorized representative

are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight(8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.

- B. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the City Debris Manager due to unsuitable conditions at the tower.

Facilities at DMS Locations

The Contractor(s) shall provide as many portable toilets as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.

All debris residing in the City ROW and City provided DMS(s) shall be the property of the City until final disposal at a properly permitted disposal site. The Contractor will submit all recycling proceeds to the City.

Environmental Protection

- A. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- B. Contractor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMSs. Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) maybe conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- C. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the City Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the City Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- D. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- E. The Contractor(s) shall immediately report and document all incidents to the City Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

- F. The Contractor must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup.

Documentation and Measurement

Any/All FEMA documentation, measurement and reporting requirements, shall be followed at all times.

- A. Proper documentation as required by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA) or other federal and state natural disaster response agency shall be provide for all debris removal operations to ensure reimbursement to the City from the appropriate agency. All debris removal operations shall be considered a declared event, even if official declaration has not been given.
- B. Contractor is responsible for ensuring that all labor and equipment used for Emergency Push activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked. Any/All FEMA reporting requirements, in excess of the above, shall be followed.
- C. All Contractor(s) trucks used for collection and hauling of Eligible debris from the City ROW to City approved DMSs or City Designated Final Disposal Sites shall be measure (inside bed measurements) and certified for cubic yard volume by the City or City authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It sis the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the City of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the City Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a City authorized representative each time it returns to work from other contracts or communities.
- D. The Contractor(s) is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
- E. Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all loads and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement and City authorized representative name and signature. No payment will be made by the City for incomplete load or unit rate tickets submitted for payment.
- F. Load tickets will be issued by an authorized representative of the City at the collection site. The City authorized representative will complete the applicable portion of the load ticket, and provide one copy to the vehicle operator. Upon arrival at the DMS or City Designated Final Disposal Site, the vehicle operator will present the load ticket to the City authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City authorized representative present at the DMS or City Designated Final Disposal Site. The City authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The City will keep the original electronic copy, one (1) copy will be given back to the vehicle operator and one (1) copy will be provided to the Contractor.

- G. Loads of processed (e.g., chipped) debris being hauled from a DMA to a City Designated Final Disposal Site will follow the same load ticket procedures. A City authorized representative will initiate the load ticket at the DMS. Another city authorized representative will validate and sign the ticket at the City Designated Final Disposal Site.
- H. The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

Payment

- A. The City, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the City, or its authorized representative, will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the City be responsible for unpaid incomplete tickets.
- B. All payments under the Contract resulting from this Request for Proposal shall be made only for services requested and approved by the City. There shall be no retainer paid in order to keep the Contract in effect. The Contractor shall have the ability to guarantee operations, and pay vendors and Subcontractors for ninety (90) day prior to receiving payment from the City. The City will not provide price adjustments for cost increases or decreases in the price of fuel.
- C. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The City reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s). Following a Governor's declaration, the Contractor(s) may be tasked with removing debris from FHWA-ER funded roadways and segregating this debris from any debris removed from non FHWA-ER road segments.
- D. Invoices shall be submitted to the City's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the City. Invoice detail submittals will be checked against City records. City records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the City authorized representative to the City for payment.
- E. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the City, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage maybe held by the City to repair damages caused by the Contractor(s) to public or private property.
- F. No separate payment will be made for mobilization and demobilization operations or any travel per diem costs. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

- G. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the City from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the City prior to final retainage release.
- H. Payment for disposal cost incurred by the Contractor(s) at City Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of all applicable disposal site permits, copy of the invoice(s) received by the City Designated Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the City Designated Final Disposal Site, and proof of Contractor payment to the City Designated Final Disposal Site.
- I. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- J. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the State or Federal government applicable to the use of the funds. The City will only pay for those items deemed Eligible by FEMA or FHWA, unless the City otherwise agrees in writing.
- K. Upon completion of the work the Contractor will deliver to the City all records, on a per event basis, for the requested services.

Exhibit “B”

Project Specifications

EXHIBIT “B” – Project Specifications

Project Specific Terms and Definitions:

1. **ACM** – Asbestos Containing Material
2. **Authorized Representative** – City employees and/or contracted individuals designated by the City or City Debris Manager.
3. **CEI** – Construction Engineering & Inspection
4. **CFR** – Code of Federal Regulations
5. **Chipping or Mulching** - The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.
6. **Cleanup Crew** – A group of individuals and/or an individual working for the disaster debris collection contractor collecting disaster debris.
7. **Construction and Demolition Debris (C&D)** – See Eligible Constructions and Demolition Debris
8. **City Debris Manager** – The City will designate a City Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the City.
9. **City Designated Final Disposal Site** – Mid Florida Materials, located at 3300 SR 46, Mount Dora, FL 32757, or other final disposal sites or end users as designated and approved in writing by the City.
10. **Debris** – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, vegetative, construction and demolition debris and personal property.
11. **Debris Clearance** – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.
12. **Debris Management Site (DMS)** – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSRS) or Temporary Debris Staging and Processing Facility (TDSPPF).
13. **Debris Monitoring** – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.
14. **Debris Removal** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.

15. **Debris Removal Contractor** – Conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.
16. **Demobilization** – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the City. The Contractor will leave all sites utilized clean and restored to the original state as approved by the City and verified through soil and groundwater samples.
17. **Demolition** – The act or process of reducing a structure, as defined by State or local code, to a collapsed condition. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
18. **DEP** – Florida Department of Environmental Protection (FDEP)
19. **DDIR** – Detailed Damage Inspection Report
20. **Disaster Specific Guidance** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.
21. **DMS** – Debris Management Site
22. **DOT** – Department of Transportation (Generally Florida DOT)
23. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Task Orders are issued and executed by the City to the Contractor) of the Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.
24. **Eligible Construction and Demolition Debris** – FEMA Publication FP-104-009-2 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:
 - ☐ Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - ☐ Debris removal must be the legal responsibility of the applicant.
 - ☐ Debris must be a result of the major disaster event.
25. **Eligible Hanger** – An eligible hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to most recent FEMA Publication FP-104-009-2 are:
 - ☐ The limb must be greater than two inches in diameter;
 - ☐ The limb must be suspended in a tree and threatening a public-use area; and
 - ☐ The limb must be located on improved public property.

26. **Eligible Hazardous Stump** – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication FP-104-009-2 are:

- ☐ The stump has fifty percent (50%) or more of the root-ball exposed
- ☐ The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- ☐ The stump is located on a public right-of-way.
- ☐ The stump poses an immediate threat to public health and safety.

27. **Eligible Household Hazardous Waste (HHW)** – The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, and corrosive or meet other listed criteria. Examples of Eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- ☐ HHW must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.
- ☐ HHW removal must be the legal responsibility of the applicant.
- ☐ HHW must be a result of the major disaster event.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the City with written authorization by the City Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

28. **Eligible Leaner** – A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured 4.5 feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication FP-104-009-2 include:

- ☐ The tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
- ☐ The tree has a split trunk or broken branches that expose the heartwood.
- ☐ The tree has fallen or been uprooted within a public use area.
- ☐ The tree is leaning at an angle greater than thirty (30) degrees.

29. **Eligible Vegetative Debris** – As outlined in FEMA Publication FP-104-009-2 , eligible vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

- ☐ Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- ☐ Debris removal must be the legal responsibility of the applicant.
- ☐ Debris must be a result of the major disaster event.

30. **Eligible White Goods** – As outlined in FEMA Publication FP-104-009-2, Eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters.

White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

- ☐ White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
- ☐ White goods removal must be the legal responsibility of the applicant.
- ☐ White goods must be a result of the major disaster event.

31. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways following a Governor declared disaster. This program is administered by the Federal Highway Administration.
32. **EPA** – United States Environmental Protection Agency
33. **ER** – Emergency Relief
34. **E-Scrap** – End of life electronics, typically televisions, computers and related components
35. **FDEP** – Florida Department of Environmental Protection (DEP)
36. **FDOT** – Florida Department of Transportation
37. **FEMA** – Federal Emergency Management Agency
38. **FEMA Public Assistance Program and Policy Guide (PAPPG)** - comprehensive, consolidated program and policy document for Public Assistance program grants. The most current PAPPG will supersede all previous policies and publications for disasters declared on or after January 1, 2016. This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:
 - ☐ Eliminating immediate threats to lives, public health and safety.
 - ☐ Eliminating immediate threats of significant damage to improved public or private property.
 - ☐ Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
39. **FHWA** – Federal Highway Administration
40. **Field Inspector** – Monitor
41. **First Pass:** *Removal of all debris on the affected roadways from within the right of ways as directed and authorized by the City, FHWA, FEMA, FDOT.*
42. **FMIS** – Fiscal Management Information System

43. **Force Account Labor** – Labor performed by the applicant’s permanent, full time or temporary employees.
44. **Garbage** – Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics and papers.
45. **Green Waste:** Biodegradable waste that can be comprised of yard trimmings, leaves, shrubs, plants, grass, tree trunks, uprooted stumps that arise from households, parks, and commercial premises.
46. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
47. **Hangers** – See Eligible Hanger
48. **Hazardous Waste** – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity.
49. **HHW** – Household Hazardous Waste
50. **Hold Harmless** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
51. **Household Hazardous Waste** – See Eligible Household Hazardous Waste
52. **Landfill** – Currently Mid Florida Materials, located at 3300 SR 46, Mount Dora, FL 32757.
53. **Leaners** – See Eligible Leaner
54. **Moving Ahead for Progress in the 21st Century (MAP 21)**- In October of 2012, FHWA issued Moving Ahead for Progress in the 21st Century (MAP 21). Among the many changes included in MAP 21 are procedures for managing debris following a disaster. Most significantly, all debris removal for major disasters declared under the Stafford Act is now funded by FEMA rather than FHWA. This provision requires that municipalities monitor debris removal from FHWA road segments in accordance with FEMA guidance and regulations rather than that of the FHWA-ER program.
55. **Monitor** – Firm/Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the City’s expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. (May also be referred to as a Field Inspector.)
56. **Mulching or Chipping** – See Chipping or Mulching
57. **Mutual Aid Agreement** - A written understanding between communities and States obligating assistance during a disaster. See FEMA Publication FP-104-009-2, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
58. **National Response Plan (NRP)** – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.
59. **OSHA** – Occupational Safety and Health Administration

- 60. **Outbuilding** - Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.
- 61. **PPE** – Personal Protective Equipment. May also be referred to as “Safety Gear.”
- 62. **RACM** – Regulated Asbestos Containing Material
- 63. **RCRA** – Resource Conservation and Recovery Act
- 64. **Recycling** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
- 65. **Refrigerant** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
- 66. **Regulated Waste** – Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.
- 67. **ITB/IFB** – Invitation to Bid /Invitation for Bid
- 68. **RFP** – Request for Proposal
- 69. **Right of Entry** – As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
- 70. **Right-of-Way** – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
- 71. **ROE** – Right-of-entry
- 72. **ROW** – Right-of-way
- 73. **RRC** – Rapid Response Crew
- 74. **Scale/Weigh Station** – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
- 75. **TDSPF** - Temporary Debris Staging and Processing Facility. Site where collected debris is taken by the debris removal contractors for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).
- 76. **TDSR Site** – Temporary Debris Storage and Reduction Site
- 77. **Temporary Debris Storage and Reduction Site** – Temporary Debris Storage and Reduction (TDSR) sites are locations designated by the City for the storage and reduction of disaster related debris.
- 78. **Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
- 79. **TSDF** – Hazardous Waste Treatment, Storage and Disposal Facility.
- 80. **United States Army Corps of Engineers (USACE)** – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.
- 81. **White Goods** – See Eligible White Goods

Acronyms

ACM Asbestos Containing Material
C&D Construction and Demolition
CBRA Coastal Barrier Resources Act
CBRN Chemical, Biological, Radiological and Nuclear
CBRS Coastal Barrier Resources System
CEI Construction Engineering and Inspection
CFR Code of Federal Regulations
CTS Central Transfer Station
CWA Clean Water Act
CZMA Coastal Zone Management Act
DDIR Detailed Damage Inspection Report
DEP Florida Department of Environmental Protection (Same as FEDP)
DMS Debris Management Site
DOT Department of Transportation
DPW Department of Public Works
DRM Disaster Recovery Manager
DTFL Debris Task Force Leader
ECAP3 Environmental Compliance, Assistance and Pollution Prevention Program
EO Executive Order
EPA Environmental Protection Agency
ER Emergency Relief
ESA Endangered Species Act
ESF Emergency Support Function
FDOT Florida Department of Transportation
FEMA Federal Emergency Management Agency
FHWA Federal Highway Administration
FMIS Fiscal Management Information System
GIS Geographic Information System
GPS Global Positioning System
HHW Household Hazardous Waste
HUD Department of Housing and Urban Development
IA Individual Assistance
ICS Incident Command System
JFO Joint Field Office
MAP21 Moving Ahead for Progress in the 21st Century
NEPA National Environmental Policy Act
NHPA National Historic Preservation Act
NRCS Natural Resources Conservation Service
NRP National Response Plan
OCC Office of Chief Counsel
OSHA Occupational Safety and Health Administration
PA Public Assistance
PAPPG Public Assistance Program and Policy Guide
PDA Preliminary Damage Assessment
PNP Private Non-Profit
PPDR Private Property Debris Removal
PPE Personal Protective Equipment
PW Project Worksheet
RACM Regulated Asbestos Containing Material
RCRA Resource Conservation and Recovery Act
ROE Right-of-Entry

ROW Right-of-Way
RRC Rapid Response Crew
SHPO State Historic Preservation Officer
TDSPF Temporary Debris Staging and Processing Facility
TDSR Site Temporary Debris Storage and Reduction Site
USACE United States Army Corps of Engineers
USCG United States Coast Guard
USDA United States Department of Agriculture
WSRA Wild and Scenic Rivers Act

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Exhibit “C”

FHWA 1273 (REVISED 10/23/23) Required Contract Provisions Federal-Aid Construction Contracts

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

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

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

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

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway, 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

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

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

4. *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

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

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

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

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

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

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

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

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

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

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT “D”

FEMA Required and Recommended Contract Provisions

2 C.F.R. s 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

EXHIBIT “D”

FEMA Required and Recommended Contract Provisions

2 C.F.R. s 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326.

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

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

1. **Remedies.**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.

2. **Termination for Cause and Convenience.**

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, i B.

3. **Equal Employment Opportunity.**

Per 41 C.F.R. Part 60-1.4(b) all suppliers, respondents sub-respondents and consultants, shall include the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the

discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

4.) Contract Work Hours and Safety Standards Act. All contractors, suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the *Contract Work Hours and Safety Standards Act* (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Where applicable, all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards as stated under 40 U.S.C. § 3702 and 40 U.S.C. § 3704. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

Required Language:

“Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (insert name of grant recipient or sub recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

Additional Recommended Language:

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, the following language is to be included:

“Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

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

- a. Compliance language for contracts of amounts in excess of \$150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

“Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

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

This requirement applies to all FEMA grant and cooperative agreement programs. The debarment and suspension clause is required for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services. NFEs, even for procurements under \$25,000, must also comply with the regulation requiring non state entities to only award contracts to responsible vendors.

"Suspension and Debarment:

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/sub recipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/sub recipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

7. **Byrd Anti-Lobbying Amendment.** All contractors, suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, Respondents, sub-respondents, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A. 44 C.F.R. PART 18 -CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). See Required Forms Section 7.

8. **Procurement of Recovered Materials.** All contractors, suppliers, Respondents, and sub Respondents, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. This required contract provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

“In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.”

9. **Prohibition on Contracting for Covered Telecommunications Equipment or Services**

2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.

Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and sub recipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

“Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

- (b) Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- (1) This clause does not prohibit contractors from providing:
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (3) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or sub recipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts.

The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

10. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: (i) Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (ii) Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, of XXVI (2013).

The following contract language should be used:

“The Contractor agrees to provide (insert non-federal entity), (insert name of pass-through entity, if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

12. Additional FEMA Requirements.

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

a. Changes

“To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.”

13. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

14. No Obligation by Federal Government

This is an acknowledgement the federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

15. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

16. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

17. Copyright and Data Rights

“License and Delivery of Works Subject to Copyright and Data Rights -

The Contractor grants to the (insert name of the non-federal entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the (insert name of the non-federal entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the (insert name of the non-federal entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).”

18. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, r: XXV (2013).
- b. The following provides a contract clause regarding DHS Seal. Logo, and Flags:

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval."

EXHIBIT “E”

**ZOOM MEETING
ACCESS INFORMATION**

Solicitation Opening via ZOOM:

Topic: Opening of RFP 24-PW-002 Emergency Debris Hauling Disposal Services

Time: May 15, 2024 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/85429685136?pwd=sMPmVnyGup7emodgZ0BTUafjnwVZd.1>

Meeting ID: 854 2968 5136

Passcode: 720971

EXHIBIT “F”

Excel Pricing Form

(See Separate File)



6371 Business Boulevard Suite 100
Sarasota, Florida 34240

RFP# 24-PW-002 Emergency Debris Collection, Hauling and Disposal Services

Proposal Due Date:
5/15/2024 - 2:00 PM ET



Prepared For:
City of Mount Dora
510 N. Baker St.
Mount Dora, FL 32757

Contact:
Tia Laurie
Corporate Secretary
tia.laurie@ceresenv.com
(800) 218-4424

Proposal
in Response to
City of Mount Dora
RFP# 24-PW-002 Emergency Debris Collection,
Hauling and Disposal Services

510 N. Baker St.
Mount Dora, FL 32757

Contact Person: Tia Laurie
tia.laurie@ceresenv.com

May 15, 2024



6371 Business Boulevard Suite 100
Sarasota, Florida 34240
Tel. (800) 218-4424
Fax (866) 228-5636

Tab 1
Cover Letter

May 15, 2024

City of Mount Dora
510 N. Baker St.
Mount Dora, FL 32757

RE: **RFP# 24-PW-002 Emergency Debris Collection, Hauling and Disposal Services**
Due: May 15, 2024, at 2:00 PM ET

Dear Selection Committee:

We are pleased to submit the enclosed proposal for the **City of Mount Dora RFP# 24-PW-002 Emergency Debris Collection, Hauling and Disposal Services**. Ceres Environmental Services, Inc. is a national leader in disaster recovery and a government contracting firm capable of providing personnel, equipment, and resources to respond to any disaster event rapidly and efficiently. Our services include debris removal and separation, demolition and hazardous material management, debris reduction and site management, hazard tree, limb and stump removal, and the collection/generation of FEMA-required project documentation.

Ceres responded to Mount Dora following the back-to-back Hurricanes Ian and Nicole in 2022. We mobilized and removed, hauled and disposed of 8774 CY of debris from the City. Mount Dora had two key events scheduled during the debris clean-up – a bike rally one weekend and a craft fair the next. Ceres was able to quickly and efficiently remove debris to allow these events to take place as planned.

Ceres Environmental Services, Inc. commits to performing the required work as specified in the RFP for the City of Mount Dora.

In Florida, Ceres has loaded, hauled, managed, reduced, and disposed of over **16,000,000 cubic yards of debris across 81 client activations since 2016**, including Mount Dora. This along with being a Florida-based corporation has helped Ceres build trusted relationships with Florida Division of Emergency Management, Florida Department of Environmental Protection, and Florida Department of Transportation to provide disaster guidance and quickly permit debris sites.

From 2016 to 2023, Ceres has responded to multiple large-scale events across the U.S. each year with tens of contracts performed simultaneously. The quick bullets highlight Ceres extensive experience and unique capabilities for Mount Dora.

- Across the U.S., Ceres has loaded, hauled, managed, reduced, and disposed of **over 42,600,000 cubic yards of debris**.
- Ceres has managed over **60,000 Right-of-Entries**.
- Ceres maintains **\$1 Billion** in bonding capacity. Bonding capacity is indicative of financial health.
- Ceres has a demonstrated ability to maintain account receivables of more than **\$188.8 Million** without any work stoppages.
- Ceres owns the largest fleet of equipment in the industry – **2,019 pieces of equipment**.
- Ceres owns the largest internal reduction capacity in the industry – **over 120,000 CYs per day** with 17 grinders and 10 air curtain incinerators.
- Ceres has **61 full-time disaster response field management employees** with specific experience in project management, quality control, and safety practices enforcement. The 16 most senior of our disaster response management team have a **combined 344 years of experience**.
- Ceres received an **“Exceptional”** rating from the U.S. Army Corps of Engineers for projects resulting from Hurricane Michael in Southwest Georgia, Hurricane Irma/Maria in the U.S. Virgin Islands, and Hurricane Katrina in Louisiana.
- During the U.S. Army Corps of Engineers Southwest Georgia Debris Mission following Hurricane Michael, Ceres averaged 769,000 cubic yards of debris for the first 3 weeks of the project with a peak hauling capacity of **140,000 cubic yards in a single day**. This project was performed simultaneously with 4 other projects. When these 4 projects are included, Ceres peak hauling capacity was over **200,000 cubic yards per day**.

Ceres also maintains a database of 3,346 subcontractors with **73 pre-qualified, local subcontractors** within **30 miles** of Mount Dora to ensure rapid mobilization during any activation. Local contractor utilization and keeping dollars in the local community is a cornerstone of Ceres response and long-term operations.

Ceres Disaster Recovery Division is headquartered in Sarasota, FL, less than 3 hours from Mount Dora, providing an excellent location from which to manage our post-disaster work in Mount Dora. If an event affects our Sarasota office, Ceres maintains other offices in Houma, LA, Houston, TX, Brooklyn Park, MN, and Cameron Park, CA providing us great continuity of operations to quickly step in and assume responsibility for disaster response.

David A. McIntyre, Sole Shareholder and President; John Ulschmid, Vice President; and Tia Laurie, Corporate Secretary have signature authority to bind the company and can all be reached by calling Ceres' toll-free number (800) 218-4424.

Tia Laurie, Corporate Secretary and Contract/Subcontract Manager is the primary contact person between Ceres and Mount Dora. She can be reached at (800) 218-4424 or via email at tia.laurie@ceresenv.com. Ms. Laurie's Corporate Resolution giving her the authority to bind the company has been included in **Tab 7**.

We look forward to the opportunity to continue to be your supplier of disaster debris management services.

Sincerely,



Tia Laurie
Corporate Secretary
Ceres Environmental Services, Inc.

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Tab 3
Firm Experience and Expertise

3 FIRM EXPERIENCE AND EXPERTISE

3.1 Qualifications and Experience

Ceres Environmental Services, Inc. is one of the nation's leading disaster recovery contractors, deploying from its disaster response facilities in California, Florida, Louisiana, Minnesota, Puerto Rico, Texas, the Virgin Islands and Christchurch, New Zealand. Since its founding in 1976, Ceres has been awarded over **\$2.5 billion in FEMA-funded disaster recovery projects** across the United States. While under contract for one billion dollars, Ceres was able to complete the work for about half that amount, saving hundreds of millions of dollars for the Government. The U.S. Army Corps of Engineers officially evaluated **Ceres' overall performance during the Katrina cleanup as "Outstanding", the highest rating available at that time.** Ceres was specifically noted for use of local contractors; quality, efficiency, and swiftness of performance; and cooperation while managing a changing and evolving work scope for the single largest geographic area of operation post Katrina.

Disaster Experience – Notable Events

Ceres responded to numerous disaster events, including hurricanes, tornados, floods, winter storms and fires. The following is a selection of major events that Ceres responded to in the past.

Ceres Response to Hurricanes



Hurricane Idalia (2023)
Hurricane Ian (2022)
Hurricane Ida (2021)
Hurricanes Delta, Hanna, Laura, Sally and Zeta (2020)
Hurricanes Michael and Florence (2018)
Hurricanes Harvey, Irma, and Maria (2017)
Hurricanes Hermine and Matthew (2016)
Hurricanes Sandy and Isaac (2012)
Hurricane Irene (2011)
Hurricane Ike (2009)
Hurricanes Gustav and Dolly (2008)
Hurricanes Katrina and Wilma (2005)

Ceres Response to Winter Storms



Winter Storm Mara (2023)
Winter Storm Uri (2021)
Oklahoma Ice Storm (2020)
Kansas Snowstorm (2019)
Winter Storm Goliath (2015)
Georgia Ice Storm (2015)
Winter Storm Pax (2014)
NC Winter Storm (2014)
Winter Storm Atlas (2013)
Connecticut Winter Storm (2011)
Kentucky Ice Storm (2009)
Oklahoma Ice Storm (2007)

Ceres Response to Tornados and Strong Wind Events



Mississippi Tornados (2023)
Tornado following Hurricane Ian (2022)
Iowa Derechos (2022 and 2020)
April Tornados – TN and MS (2020)
Macroburst in Connecticut (2018)
January Tornado – GA and AL (2017)
Spring Tornados – MS and AL (2014)
Macroburst in North Carolina (2013)
April Tornados in Alabama (2011)

Ceres Response to Floods



Great Vermont Flood (2023)
California Floods (2023)
Louisiana Floods (2016)
Bastrop County Floods (2016)
Iowa Floods (2008)

Ceres Response to Fires



New Mexico Wildfires (2022)
Cameron Peak Fire in Colorado (2020)
Oregon Wildfires (2020)
Camp Fire (2018)
California Wildfires (2017)

Ceres first began operations in 1976 in response to Dutch Elm disease. Since that time, Ceres has responded to hundreds of disaster events across the U.S., on remote island chains and even in different countries. In that time, Ceres has grown from a single company into a multinational family of companies and divisions that provide resources, support, and services to the Disaster Recovery Division. These business units currently employ a total of more than 600 trained and experienced core personnel; this core team has expanded to over 1,500 when necessary, during recovery response missions. Our team possesses competencies and capabilities in the following areas.

- *The Ground Up* – Houston-based green waste recycling company focusing on yard waste disposal, grinding, and mulching operations.
- *Vesta Equity* – an investment company specializing in finance and real estate. Part of its mission is supplying financing for business operations and real estate ventures. Ceres uses our affiliated company Vesta as a financing resource, allowing Ceres to easily finance our activities. For example, during our 2018-19 storm response, Ceres utilized working capital of approximately \$100 million in several instances, including during California wildfire recovery work.
- *C.T.L. Forest Management, Inc.* – California forestry focused company that performs large-scale post-wildfire hazard tree removal programs in Oregon and California and conducts disaster mitigation, such as fuels reduction and fire hardening projects. Ceres/C.T.L. are the largest owner/operator of Sennebogens in the world. This specialty tree removal equipment utilizes a cutter head and elevated cab to limit tree personnel on the ground to remove hazardous trees.
- *Civil Works* – focused on large, horizontal construction projects such as levees, dikes, and other flood control works.
- *Equipment* – supports Disaster Response and Civil Works managing 2,019 pieces of equipment and 33 mechanics, as well as additional support personnel.

The companies fulfilled a long-term Corporate strategic goal of owner and President David McIntyre – to develop a suite of diversified, yet complementary and related businesses to support Disaster Recovery and Response in any large and diverse disaster debris activation(s). Each business unit and division play a vital role in the overall company strategy and Ceres can draw on the strength and synergies of each company to ensure that the personnel, technology, equipment, and finances required to successfully complete large-scale missions. This strategy allows Ceres to:

- Retain long-term employees between disaster recovery assignments
- Keep heavy equipment on-hand, at-the-ready and operational
- Provide financing to ensure that we can pay subcontractors promptly and purchase additional equipment necessary to self-perform

Advantages of Ceres

Feature	Benefit to the City of Mount Dora	
Solid Experience and Consistent Performance	Low Risk of Poor Performance	Exemplary performance on over 330 FEMA-funded Emergency Debris Management contracts with an awarded value of over \$2.5 billion dollars for various government agencies.
Rapid Disaster Response and Mobilization	Improved Safety and Rapid Completion	In October 2018, Hurricane Michael ripped through Georgia leaving damage and destruction in its path, with the hardest hit areas in Southwest Georgia. As a result, Ceres was activated by the U.S. Army Corps of Engineers (USACE) to remove debris in 13 Southwest Georgia counties. We mobilized staff and some equipment prior to the formal Notice to Proceed (NTP). Ceres collected a total of 4.2 million cubic yards of debris in the first 90 days. At the mission's peak, Ceres was able to haul 140,000 CYs – 3.3% of the total project – in a single day. The consistency of this type of significant progress allowed us to finish on schedule with the USACE staff drawdown plan. Ceres received the highest possible quality rating for this work – Exceptional – based in part on our high production rates despite numerous scope changes and severe weather.

Feature	Benefit to the City of Mount Dora	
Long, Varied History of Disaster Recovery Experience	Maximum FEMA Reimbursement	Ceres' careful attention to documentation and strict quality control procedures will aid in the acceptance of a claim for reimbursement. Throughout Ceres' history, no client has been denied reimbursement for work Ceres has performed. Over the past fifteen years, all of Ceres' clients eligible for FEMA reimbursement have received the maximum amount for which their jurisdiction was eligible, typically between 75% and 100% based on FEMA regulations.
Large Scale Experience and Multiple Event Response	Successful Task Completion	In 2023 Ceres managed 24 activations spanning from the East Coast to the West Coast of the contiguous United States and in Puerto Rico. Ceres provided debris removal services in response to extensive flooding and mudslides in California following the Atmospheric River, wildfires in New Mexico, Winter Storm Mara in Texas, the Great Vermont Flood, and Hurricane Idalia in Georgia and Florida. Additionally, Ceres performed projects focused on waterway debris removal in Louisiana and Florida. In 2022, Ceres responded to 27 contract activations in Florida following the landfalls of Hurricanes Ian and Nicole. During this same period, Ceres continued work on a waterway debris removal project in Livingston Parish, LA and a debris removal project resulting from wildfires in New Mexico. In 2021, Ceres successfully completed over 30 projects resulting from numerous disasters affecting the United States. This includes Hurricane Ida in Louisiana, Winter Storm Uri, and Tropical Storm Nicholas in Texas, a derecho in Iowa, Red Tide in Florida, and the wildfires in Oregon and Colorado. In September of 2017, Ceres responded to 7 jurisdictions in Texas after Hurricane Harvey, and 35 jurisdictions in Florida and 2 jurisdictions in Georgia after Hurricane Irma. Additionally, Ceres worked under the U.S. Army Corps of Engineers (USACE) in Puerto Rico and the Virgin Islands, where both Hurricanes Irma and Maria caused severe damage and devastation. Ceres received an Exceptional overall rating – the highest possible rating for the work performed in the Virgin Islands by the U.S. Army Corps of Engineers. In August of the same year, Ceres had already begun recovery work in seven jurisdictions in Texas following Hurricane Harvey.
Large Number of Accredited Subcontractors	Faster Job Completion	Ceres' subcontractor database comprises 3,346 qualified individuals and companies certified to work in the U.S. These companies have more than 50,000 pieces of debris removal equipment immediately available for disaster recovery work.
Large Disaster Response Equipment Inventory	Faster Job Completion and Added Flexibility	The Ceres family of company owns one of the largest inventories of disaster recovery equipment in the U.S. Ceres Environmental Inc.'s current inventory includes 2,019 pieces of equipment.

Our mission is to serve units of Government with time-critical disaster recovery and heavy construction services. We have an enviable reputation for speedy deployment, excellent work, and experienced site management. After 48 years of doing demanding work in almost every U.S. state and territory, Ceres is still known for keeping its promises: **Ceres has never defaulted on a contract, failed to complete a contract, nor had any client denied reimbursement.** An evaluation from the Department of the Navy is typical: *"perhaps the finest contractor I have worked with...."* Ceres always adheres to the highest standards of quality, integrity, and safety.

The core competencies Ceres commits to every project are:

- Rapid Deployment
- Experienced Project Management
- Financial Stability
- Equipment, and
- Trusted Subcontractors

Rapid Deployment

Over the years, we have developed and refined our ability for rapid response mobilizations. Following Hurricane Ian in 2022, Ceres mobilized 13 knuckleboom crews and 3 bucket truck crews within 24 hours of Notice to Proceed to Hardee County, FL. This was one of the very first debris removal projects in the state to start after the hurricane.

Following Hurricane Matthew in 2016, Ceres mobilized staff and equipment to Beaufort County, SC within 24 hours of the Notice to Proceed. Originally, Ceres was under contract to provide 10 emergency debris clearance crews, but when the County's needs changed, we were able to quickly increase the number of crews to 24. That was the largest number of push crews we had provided in 10 years. We set a record again in 2018, when Ceres provided push crews to Jackson County, FL following Hurricane Michael. Ceres received a Notice to Proceed and mobilized over 150 emergency debris clearance crews within 72 hours. Given the severity of the storm, Ceres continued emergency debris clearance for over 100 hours after initial impact maintaining detailed time and materials logs to ensure reimbursement of all eligible costs for Jackson County.

Ceres uses local "teaming partners" as well as strategically placed owned equipment staging and multiple office locations across the country. **Ceres can provide significant equipment and staffing within 24 hours of storm subsidence.**

Experienced Project Management

For the past 5 years, the company has more than 200 full-time professional and managerial staff with disaster experience, many of whom hold degrees in areas such as: Business Administration, Structural and Civil Engineering, Forestry, Geology, Science and Accounting. As part of the Company's dedication to quality and safety, many of Ceres' management staff are U.S. Army Corps of Engineers-certified in Construction Quality Management; HAZWOPER certified; NIMS certified through FEMA's Emergency Management Institute; certified in first aid by the Red Cross; and completed OSHA's 40-hour safety training course. Ceres' management is also experienced in a wide variety of geographic conditions. Their work histories include all U.S. states, Puerto Rico, Thule, Greenland, Ascension Island, Haiti, and New Zealand. Ceres maintains a network of highly qualified professionals who work as needed during the high demand periods. **As the company swelled to meet the demand of multiple projects simultaneously, Ceres averaged over 600 employees during busy seasons for the past 5 years.** This included project

management personnel, quality control staff, equipment operators, mechanics project accounting employees, logistical support group, and most importantly, a dedicated safety team.

Ceres' management has demonstrated its ability to respond to large-scale events. In 2023 Ceres managed 24 activations spanning from the East Coast to the West Coast of the contiguous United States and in Puerto Rico. Ceres provided debris removal services in response to extensive flooding and mudslides in California following the Atmospheric River, wildfires in New Mexico, Winter Storm Mara in Texas, the Great Vermont Flood, and Hurricane Idalia in Georgia and Florida. Additionally, Ceres performed projects focused on waterway debris removal in Louisiana and Florida.

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In 2021, Ceres successfully completed over 30 projects resulting from numerous disasters affecting the United States. This includes Hurricane Ida in Louisiana, Winter Storm Uri, and Tropical Storm Nicholas in Texas, a derecho in Iowa, Red Tide in Florida, and the wildfires in Oregon and Colorado.



Ceres collected over 2.4 million cubic yards of Hurricane Ian debris in the City of North Port, FL alone

From October 2018 to March 2019, Ceres was activated in 13 Southwest Georgia Counties for the U.S. Army Corps of Engineers following Hurricane Michael. Ceres collected and hauled a total of 4,236,363 cubic yards of debris, with a maximum haul of 140,330 cubic yards in a single day. This was accomplished by utilizing 1,628 hauling vehicles and managing 144 subcontractors. Ceres received an **Exceptional** – the highest possible rating – for quality of service in the face of enormous challenges caused by an increase in the magnitude of project scope and extreme weather conditions.

Between December 2017 and June 2018, Ceres actively worked in Lake, Mendocino, and Napa (LMN) Counties as part of the U.S. Army Corps of Engineers (USACE) Disaster Recovery effort after the President declared a federal State of Emergency as a result of the Northern California Wildfires. During Hurricane Irma and Maria response, Ceres was closing out 8 projects in Texas, 37 projects in FL, and other projects in Louisiana, Georgia, Puerto Rico and the USVI. Throughout the performance period, Ceres did not have a single loss time accident while the other two (2) prime contractors were plagued by safety issues. This was achieved through effective project management by over 50 project managers of more than 2,500 trucks and hundreds of subcontractors.

In all of 2017, Ceres received more than 50 major contract activations from cities, counties, and the U.S. Army, including an ACI activation in the U.S. Virgin Islands (USVI) for debris removal and off-island debris disposal. For that work, Ceres received the highest possible evaluation – **Exceptional overall rating for its pre- and post-Hurricanes Irma and Maria responses**.

Ceres has the resources and experience to handle multiple events and locations. In 2021, Ceres successfully completed numerous projects across 9 different states. This includes responses to Hurricane Ida in Louisiana, Winter Storm Uri in Texas and Oklahoma, Tropical Storm Nicholas in Texas, a derecho in Iowa, Red Tide in Florida, and the wildfires in Oregon and Colorado. Additionally, Ceres performed private property debris removal in Puerto Rico, waterway debris removal in Louisiana and assisted its Georgia clients with solid waste removal due to the Covid-19 related shortage of staff.

In 2018-2019, Ceres was activated by the U.S. Army Corps of Engineers in 13 counties located in southwest Georgia following Hurricane Michael, while also performing work for individual jurisdictions in Florida. In addition to this work, Ceres was still actively providing disaster recovery services throughout North and South Carolina as a result of Hurricane Florence. In 2016, Ceres was already working in Louisiana following heavy rains and flooding when Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other. Ceres responded to several counties in Florida and Georgia after Hurricane Hermine and then to an additional 14 jurisdictions in Florida, Georgia, South Carolina and North Carolina after Hurricane Matthew.

Our successful experience in multiple response situations as well as our substantial resources and teaming relationships, assures that Ceres' performance on this project will be to the Client's utmost satisfaction.

Ceres' management has demonstrated its commitment to safe operations. In 2021, following Hurricane Ida, Ceres performed debris management and removal for much of Louisiana, including three zones in the City of New Orleans and the North and South Shore areas of Lake Pontchartrain. During this response, we had a total of 13 projects with self-performing crews and 75 subcontractors. Ceres worked 71,958 employee hours and incurred 1,706,789 truck miles while hauling 2,630,744 cubic yards of debris. **These projects saw zero recordable or lost time incidents.**

Ceres worked approximately **650,000 manhours without a single lost time injury** in Southwest Georgia in 2018-2019. Our use of equipment safety inspection stickers that were a part of the placarding process ensured that equipment was in good working order, and in total 1,628 vehicles were placarded. Ceres supervised an estimated 1,600 people on this job at its peak. Given the number of people and duration of the project, this is a strong demonstration of Ceres commitment to safety.

Safety is a key component of our company. We bring this emphasis to our debris management work as shown by four important awards. We were a 2015, 2011 and 2009



Recipient of the National Safety Council (NSC) Occupational Excellence Achievement Award. This award recognizes outstanding safety achievements among its members and is designed to help promote the prevention of workplace injuries and illnesses. In 2010, we received a Perfect Record Award for operating an entire year without occupational injury or illness and a Million Mile Club award for driving without a Preventable Incident.

In 2007, Ceres received the Million Work Hours award from the NSC. The award is for 1,000,000 work hours without occupational injury or illness involving days away from work during our Hurricane Katrina debris work.

Ceres' management has demonstrated its commitment to superior performance and customer satisfaction. In 2017-2019, Ceres worked in the U.S. Virgin Islands under the USACE contract. For that work, Ceres received **Exceptional** ratings for nearly all the categories rated, meeting and exceeding contract requirements and achieving the highest ratings available for quality, customer satisfaction, management/personnel/labor, cost/financial management, and safety/security.

Following the devastation of two (2) separate landfalls by Hurricane Irma in Florida on September 10, 2017, all 67 counties and 412 incorporated municipalities in the State of Florida were declared Category A and Category B under the FEMA Public Assistance Program. During this time, Ceres was active in over 50 separate locations throughout the Southern United States. For Seminole County, FL, although Ceres was the secondary contractor, Ceres staff was engaged with the County staff prior to the storm and was activated in place of the primary contractor when they failed to participate in project kickoff procedures. Upon completion, Ceres had managed 786,619 cubic yards of debris, removing on average more than 9,000 cubic yards a day. We cut a total of 25,021 limbs, with a peak day count of 1,353 limbs on September 27.

When Winter Storm Pax struck the southeast in 2014, Ceres' pre-event debris management contract with Columbia County, GA was activated. Ceres responded immediately, mobilizing a work force capable of removing the more than 600,000 cubic yards of debris left behind by the late winter ice storm. During the project, Ceres not only provided the debris management necessary, but also assisted with FEMA documentation and provided zone maps of the County to keep the public informed. Columbia County, at the end of the project, said of Ceres, "From the first day to the last day of our project, they performed their work in an admirable and cooperative manner."

Ceres' management has demonstrated a high level of capability and adaptability. In 2021, following Hurricane Ida in Louisiana, contractors faced shortages of fuel for vehicles and recovery equipment, electrical power outages, and unavailability of rental vehicles and lodging. Ceres promptly adapted to the scarcity of these resources by transporting bulk fuel from outside the affected area and staging onsite for use by company-owned and subcontractor-owned equipment; transporting and utilizing camper trailers for lodging project management and equipment operators; positioning company-owned generators to the Parish; and securing rental vehicles outside the affected area.

In 2018, when subcontractors became increasingly scarce for Hurricane Florence recovery in North Carolina after Hurricane Michael struck the Southeast U.S. in October of that same year. Ceres used its own equipment and personnel to fulfill all our client commitments without an interruption in service, unlike many other prime contractors, despite extreme weather conditions that caused significant delays.

Ceres was active in Livingston Parish, LA in early 2017 following damages sustained by summer flooding in 2016. Ceres removed and disposed of approximately 1.35 million cubic yards of debris, including 400,000 pounds of putrid food and 20,000 units of white goods. In the middle of clean up, Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other. Ceres extended its services to respond to the needs of more than 20 other jurisdictions while fulfilling all contractual obligations in the Parish. In the words of the Director of Parish Homeland Security, "*[Ceres] showed extreme reliability and dedication in the midst of chaos... Organized and diligent, their team quickly adapted to meet our needs.*"

Ceres' personnel are trained in FEMA regulations and are schooled in the use of FEMA Public Assistance Debris Management Guide FEMA 325, as well as additional resource books Public Assistance Guide FEMA 322 and Public Assistance Policy Digest 321. Ceres personnel are also familiar with the Public Assistance Program and Policy Guide, as well as 2 CFR Part 200 Procurement Standards.

Financial Stability

Ceres' excellent financial stability means that it can provide performance and payments bonds from treasury-listed carriers in amounts **in excess of \$1 BIL** per single project. With liquid working capital and additional credit lines in excess of \$200M available, a lack of financial resources is never an obstacle for Ceres. The company is able to perform work with its own funds and the timing of payments from customers is a non-issue for the corporation. As an example, in 2017, Ceres was activated simultaneously in 35 jurisdictions throughout the state of Florida, while still completing work in Texas, starting, and sustaining projects in both U.S. Virgin Islands and Puerto Rico. Despite the heavy workload and wide variety in project schedules and invoice payments, Ceres was able to maintain a steady pace in all the recovery projects by ensuring that personnel were provided for, equipment was maintained, and subcontractors received prompt payments. At one point, Accounts Receivable exceeded \$105M, and Ceres never had a work stoppage on any project.

Equipment

Ceres and its family of companies own 2,019 pieces of disaster response equipment. Ceres invests heavily in owned equipment because it assures rapid response times and provides additional flexibility as well as direct management control.

Because of its extensive fleet, Ceres can send equipment and personnel to respond to a disaster regardless of the availability of subcontractors.

Following the 2017 storm season, Ceres purchased additional equipment, including self-loading knuckle boom trucks, additional grinders, excavators, and other support equipment. This allowed Ceres to continue to operate projects in the U.S. Virgin Islands and Puerto Rico and respond to Hurricane Florence and Hurricane Michael in 2018.



Ceres has taken numerous steps to mitigate any recurrence of the equipment shortages that have plagued the disaster industry in recent years. We are confident in our ability to rapidly mobilize the magnitude of equipment and personnel necessary to manage the largest projects and we have demonstrated our ability to manage more than 50 government projects totaling approximately \$250M concurrently, providing a dedicated Project Manager for each individual project.

Ceres has access to all the life support equipment needed for supporting its own personnel including mobile living quarters, food supply, large potable water supply tanks, and large septic storage systems. These systems have saved valuable management time in responses to such higher category storms as Katrina. Ceres also has available life support systems for project-wide support and Government personnel. In Ceres' Jefferson Parish, LA response following Katrina, for example, Ceres provided total life support for more than 400 people, and subcontractor fueling services for enough equipment to move 70,000 CY of debris per day.

Ceres owns four self-contained office trailers including satellite internet connections and satellite phones as well as additional loaner satellite cell phones for the customers' management teams. Ceres regularly supplies rental satellite phone service to its clients.

Trusted Subcontractors

Ceres maintains one of the industry's largest networks of pre-screened and fully qualified subcontractors, including local vendors and preferred vendors. Our subcontractors are evaluated on many levels, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost. Ceres knows that a big part of local recovery is economic, so Ceres always strives to employ qualified local labor. The subcontractors are also grouped in Response Regions based on distance from City of Mount Dora's service area to facilitate contacts when pre-event mobilization plans are activated.

It is Ceres' formal policy to utilize local subcontract services in the performance of the proposed contract to the maximum extent possible. In the emergency disaster response and recovery activities carried out under

the contract, preference will be given, to the extent feasible and practicable, to those organizations, firms, and individuals residing or doing business primarily in the area affected by such major disaster or emergency. Ceres recognizes the advantages obtainable by utilizing other responsible and experienced firms capable of furnishing specialty services and products of high quality, but priority will be given to those subcontractors who are from the area or regularly do business there. During Ceres' Army Corps contracted disaster relief response in the state of Louisiana following Hurricane Katrina, local contractors received 55.9% of the total dollars paid to Ceres.

In accordance with Ceres Corporate policies, it is our practice to use Local and other Small Businesses (SB) and HUBZone, Veteran-Owned (VO), Service-Disabled Veteran-Owned (SDVO), Small Disadvantaged (SDB), Women-Owned (WOSB), Historically Black Colleges and Universities (HBCU), and Minority Institutions (MI) for the provision of equipment, labor, services, and supplies to the maximum extent possible. In our most recent reporting on our federal contracts, we exceeded our goals in each of the applicable categories. This report shows that Ceres paid Small Business Concerns 75.6% of the total dollars, with 12.0% going to SDBs, 13% to WOSBs, 3.3% to HUBZone SBs, 11% to VOs, and 9.5% to SDVOs.

While Ceres' database of screened and qualified subcontractors consists of 3,346 firms from all across the country, Ceres intends to draw from a more select list of regionally based subcontractors to provide the highest level of performance, including rapid mobilization. Other firms that have shown exemplary performance standards in previous disaster recovery efforts are included in this list.

In Ceres' subcontractor registration process, all potential firms are required to demonstrate their knowledge of the disaster recovery process, including safety, knowledge of FEMA related topics, eligible debris, etc. After careful scrutiny, the firms that meet Ceres' rigorous standards are added to the list of preferred subcontractors. Additionally, after each disaster recovery project, Ceres managers go through a complete performance evaluation of each subcontractor that worked on the project.

All subcontractors have been screened through the Excluded Parties List System and only those shown to have no history on the list will be chosen for this project.

FEMA Knowledge

Ceres has more than 30 years of successful FEMA-reimbursed disaster work. Ceres' management staff has a long tenure with strong expertise in FEMA requirements for documentation, eligibility, general rules compliance, and methodologies.

Ceres augments staff FEMA experience with certified FEMA training classes for its general management. Project Managers and Project Superintendents are required to take ICS courses through the FEMA's online Emergency Management Institute (EMI) to better understand NIMS structure and review debris eligibility. Ceres has also retained the former State Response and Recovery Directors, U.S. Army Corps of Engineers Subject Matter Experts, and the former U.S. Army Corps of Engineers Disaster Program Manager (also, co-author of the now superseded FEMA 325 Debris Management Guide). Our personnel are deeply experienced in FEMA's Public Assistance Program, and we continually train managers down to field staff in FEMA eligibility requirements.

Ceres has assisted numerous clients during the post-disaster reimbursement application process, and our clients have never been denied reimbursement for our work. For example, two years after one project was completed, FEMA conducted an audit of one city during which the city was unable to provide complete truck certification logs. FEMA indicated that due to the missing truck documentation, they intended to deobligate over \$1,000,000 from the city. When the city notified Ceres about this matter, Ceres was able to provide the missing information from its well-organized records; the city subsequently received all its eligible reimbursement without any deobligation.

Community Relations

One of Ceres' most important support functions in the event of a natural disaster is to help Mount Dora officials engage in community relations. Ceres provides important resources for keeping residents informed on the progress of cleanup.

Toll Free Hotline and E-Mail Management

Large phone and e-mail traffic from concerned residents are a part of every natural disaster. Ceres maintains a toll-free Storm Hotline that is staffed and accessible 24 hours a day, 7 days a week to handle questions, concerns or complaints related to clean-up: **1-877-STORM12**. The number is prominently displayed on all Ceres equipment working the clean-up area. Ceres monitors call and e-mail volume and establishes additional toll-free numbers and enlists additional staff whenever greater capacity is required to ensure maximum community responsiveness.

Call center staff keep a log of incoming calls and e-mails, recording the address of the reported incident, resident's name, reported complaint, date and time of reported incident, and the truck number (if applicable). This group compiles incoming resident communications and organizes them into date/time of receipt and response priorities. Ceres sorts through messages to identify time-sensitive incidents such as broken water lines that need immediate attention. Each incident is investigated, and ultimately, we locate the responsible crew if fault is found. Reports from this database will be accessible daily or weekly and can be disbursed to Mount Dora officials accordingly.

Public Information Campaigns

Having been in business for 48 years and completed more than over 330 disaster contracts, Ceres has participated in and developed a number of public information campaigns. Within the Ceres repository, we maintain debris separation diagrams and videos translated into multiple languages, radio advisories, door hangers, mailbox flyers and various other forms of media. The idea is the City and Ceres must retrain residents to put out disaster debris, given that the residents are accustomed to placing trash out on a certain day of the week. The more we can educate the residents across multiple media types and reinforce the messaging, the faster Ceres can remove debris from the public ROW.

Client Satisfaction-Oriented

Ceres is in business to serve governmental agencies. We recognize that providing customer satisfaction is critical to our success. Our satisfied customers and the commendation letters and evaluations quoted below speak for themselves.

[Ceres] showed extreme reliability and dedication in the midst of chaos... Ceres Environmental has my highest recommendation.

James A. (Jimmie) Stephens, County Commissioner, Jefferson County, Alabama

I would like to officially express my gratitude and admiration for your leadership and expediency of action in providing the Corps of Engineers with logistical and operational support. I feel confident that with leaders like you the Corps of Engineers and the State of Louisiana will have little difficulty in continuing to succeed in the recovery mission.

Wesley Todd, Mission Manager, U.S. Army Corps of Engineers

My experience with this firm is that they are true professionals with a focus on the need of their customers and the community they serve regardless of the circumstances.

Alberto Zamora, Sanitation Division Director, City of Miami Beach, FL

...I would like to thank Ceres and all of its personnel for the services that you provided during this most trying of times. I thought that you and your staff handled yourselves in a most professional manner and it was a pleasure working with you.

Don Brandon, P.E, County Engineer, Chambers County, Texas

Perhaps the finest contractor we've worked with.

Department of the Navy, Naval Facilities Engineering Command, El Centro CA.

While many out of state contractors used this opportunity to take advantage of the situation, your organization rose above the rest with superior customer service...

James A. Randolph, Asst. to the Town Manager, Town of Windsor, VA

As communities seek to incorporate the benefit of a defined and organized emergency debris haul contract, we would promote and recommend that Ceres Environmental be at the forefront of consideration. The company is committed to purpose, responsive to action, and sets the standard of industry excellence.

Joe Mercurio, Project Manager, Emergency Management, City of Port St. Lucie, FL

Ceres has given us exemplary service. They have been responsive to the needs that are unique to our County, they have advised us of FEMA regulations, they have made suggestions to save the County money and most importantly they conducted their business in a professional manner....I have been most impressed by their thoroughness and flexibility.

Donald M. Long, Director of Public Works, County of Isle of Wight, VA

Ceres did an excellent job in the coordination and the removal of tree damage that occurred.... I would highly recommend them for any future cleanup because of the proficiency and timely manner in which they operated.

Tim Stevens, Superintendent of State Highways, Kentucky State Highway Department

3.2 Past Performance

Ceres Environmental Services, Inc. has been working actively in the disaster recovery business since our founding in 1976, completing over 330 FEMA-reimbursed projects. Below is a selection of our past performance from the last five (5) years, not including work done in Mount Dora; additional details on our past performance are available upon request.

Owner & Location	Title of Work	Value	CY	Time Period	Description
Slidell, LA	Emergency Push following a Tornado	\$13,217.40	Hourly	April 2024	Removed debris from roadways
St Tammany Parish, LA	Tornado Debris Removal	\$700,819	54,417	April 2024	Disaster debris removal and reduction following an EF2 tornado
Rockdale County, GA	Debris Removal for Emergency Management Agency	\$346,773	30,606	April 2024	Disaster debris removal, reduction, and disposal following an EF2 tornado
Merced County, CA	Agreement for Special Services – Flood Debris Removal	\$1,732,223	65,978	July 2023 – March 2024	Removal and reduction of Debris following flood event
FDOT District 2 – Taylor County, FL	Emergency Debris and Hazardous Tree, Limb, and Stump Removal Operations	\$30,991,644	1,752,129	September 2023 – February 2024	Removal and reduction of Debris following Hurricane Idalia
Columbia County, FL	Disaster Debris Removal and Disposal	\$663,803	52,643	September – November 2023	Removal and reduction of Debris following Hurricane Idalia
Taylor County, FL	Debris Management Services Contract	\$365,308	23,614	September - November 2023	Removal and reduction of Debris following Hurricane Idalia
St. Tammany Parish, LA	Waterway Debris Removal	\$8,381,699	381,333 LF	September 2022 - September 2023	Removal of debris from waterways throughout the Parish.
City of Perry, FL	Hurricane Idalia Debris Removal and Disposal Services	\$249,218	15,715	September - October 2023	Removal and reduction of Debris following Hurricane Idalia
Glynn County, GA	Debris Removal and Disposal Services	\$332,556	25,440	September – November 2023	Removal and reduction of debris following Hurricane Idalia
State of Vermont	Debris Management Services	\$634,553	1,855.7 CY of Veg and 5920 Tons of C&D	July – September 2023	Removal of Debris Following July Severe Flooding Event
Shreveport, LA	Vegetative Storm Debris Removal and Disposal Services	\$2,180,607	195,220	July – September 2023	Removal of Debris Following June Major Storm
Tulare County, CA	Flood and Storm Debris Removal	\$231,921.72	5,982.25	March – September 2023	Removal of Debris Following Flood Disaster
Livingston Parish, LA	Vegetative Debris Removal from Parish Waterways	\$65,467,989	3,306,224 Linear Feet	May 2018 – September 2023	Removal of waterway debris as part of the NRCS funded Emergency Watershed Protection Project
Harris County, TX	Emergency Services for Debris Clearing, Removal and Disposal, and Operation of Temporary Staging and Reduction Sites	\$423,305.10	21,152.35	June – July 2023	Removal of Debris Following June Windstorm

Owner & Location	Title of Work	Value	CY	Time Period	Description
Carroll County, MS	MS Exigent Circumstances-Tornadoes	\$362,202	34,613.30	March – July 2023	Removal of Debris Following March Mississippi Tornadoes
Williamson County, TX	Debris Management Services	\$3,422,753	95,550 CY	March-June 2023	Removal of Debris Following Winter Storm Mara
Austin, TX	Debris Removal Services	\$2,895,125	235,346	February -March 2023	Removal of Debris Following Winter Storm Mara
Arcadia, FL	Emergency Debris Removal and Disposal Services	\$1,400,512	97,379	September 2022 – November 2022	Removal of Debris Following Hurricane Ian
Bradenton, FL	Disaster Debris Collection Services	\$588,862	34,738	September – November 2022	Removal of Debris Following Hurricane Ian
Cape Coral, FL	Emergency Disaster Assistance and Debris Removal	\$64,888,996	2,707,047	September 2022 – May 2023	Removal of Debris Following Hurricane Ian
Deltona, FL	Emergency Debris Removal Services	\$1,735,331	142,427	October 2022 – February 2023	Removal of Debris Following Hurricane Ian
FDOT, District 1- Collier County	Emergency Debris Removal Operations	\$18,486	440 trees 240 CY	December 2022	Removal of Debris Following Hurricane Ian
FDOT, District 1- Hendry County	Emergency Debris Removal Operations	\$17,259	1,218	January 2023	Removal of Debris Following Hurricane Ian
FDOT, District 1- Lee County	Emergency Debris Removal Operations	\$820,572	45,262	October 2022 – February 2023	Removal of Debris Following Hurricane Ian
FDOT, District 1- Manatee County	Emergency Debris Removal Operations	\$935,156	45,768	October 2022 – February 2023	Removal of Debris Following Hurricane Ian
FDOT, District 1- Sarasota County	Emergency Debris Removal Operations	\$1,346,299	67,002	October 2022 – February 2023	Removal of Debris Following Hurricane Ian
Hardee County, FL	Debris Management	\$2,712,465	170,673	September 2022 – November 2022	Removal of Debris Following Hurricane Ian
Holmes Beach, FL	Debris Removal Services	\$168,790	8,481	October – November 2022	Removal of Debris Following Hurricane Ian
Indian River County, FL	Disaster Debris Removal and Disposal	\$138,002	9,952	October – November 2022	Removal of Debris Following Hurricane Ian
Longwood, FL	Disaster Debris Removal Services	\$236,358	14,485	October 2022 – November 2022	Removal of Debris Following Hurricane Ian
Manatee County, FL	Debris Management Services and Emergency Response Management and Recovery Services	\$2,091,469	136,011	October 2022 – December 2022	Removal of Debris Following Hurricane Ian
Melbourne, FL	Disaster Debris Removal Services	\$358,039	37,043	October 2022 – December 2022	Removal of Debris Following Hurricanes Ian and Nicole

Owner & Location	Title of Work	Value	CY	Time Period	Description
North Port, FL	Disaster Debris Clearance and Removal Services	\$42,031,396	2,446,843	October 2022 – March 2023	Removal of Debris Following Hurricane Ian
Palmetto, FL	Emergency Response Debris Removal Services	\$309,118	26,293	October 2022 – November 2022	Removal of Debris Following Hurricane Ian
Sarasota County, FL	Disaster Debris Collection, Reduction and Disposal	\$623,932	54,499	September 2022 – January 2023	Removal of Debris Following Hurricane Ian
Sarasota, FL (City of)	Disaster Recovery Services	\$2,405,850	114,340	October 2022 – January 2023	Removal of Debris Following Hurricane Ian
Sebastian, FL	Disaster Debris Removal and Disposal	\$28,353	3,161	October 2022	Removal of Debris Following Hurricane Ian
Seminole County, FL	Disaster Debris Hauling	\$2,573,750	182,533	October 2022 – January 2023	Removal of Debris Following Hurricane Ian
Wellington, FL	Disaster Recovery Services	\$39,052	3,387	October 2022	Removal of Debris Following Hurricane Ian
Winter Park, FL	Emergency Debris Management Services	\$270,711	19,822	October – November 2022	Removal of Debris Following Hurricane Ian
City of Cedar Rapids, IA	Drainageway Derecho Cleanup	\$781,869.60	52 Acres	March – June 2022	Removal of debris and cleaning of drainageway
City of Cedar Rapids, IA	Drainageway Derecho Cleanup	\$518,591.40	42 Acres	March – June 2022	Debris Clearance and Removal Services
St. Helena Parish Police Jury, LA	Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal	\$5,036,779	349,389	September 2021 – April 2022	Removal and disposal of debris following Hurricane Ida
Kenner, LA	Post-Disaster Debris Collection, Processing and Disposal Services	\$5,015,066	239,906	September - December 2021	Removal and disposal of debris following Hurricane Ida
East Feliciana Parish, LA	Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal	\$1,123,044	32,252	September - December 2021	Removal and disposal of debris following Hurricane Ida
Mandeville, LA	Emergency Debris Removal and Disposal	\$5,576,418	306,702	September-December 2021	Removal and disposal of debris following Hurricane Ida
Covington, LA	Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal	\$3,550,181	157,712	September - December 2021	Removal and disposal of debris following Hurricane Ida
Westwego, LA	Emergency Debris Removal	\$298,695	18,787	September – December 2021	Removal and disposal of debris following Hurricane Ida
Denham Springs, LA	Disaster Debris Management and Disposal Services	\$984,710	70,589	September-November 2021	Removal and disposal of debris following Hurricane Ida
Gonzales, LA	Disaster Debris Removal	\$1,493,917	106,041	September - October 2021	Removal and disposal of debris following Hurricane Ida

Owner & Location	Title of Work	Value	CY	Time Period	Description
New Orleans, LA (Zone 1)	Debris Collection, Removal, Processing, and Disposal	\$2,635,055	112,085	September- January 2022	Removal and disposal of debris following Hurricane Ida
New Orleans, LA (Zone 2)	Debris Collection, Removal, Processing, and Disposal	\$2,149,393	72,289	September- January 2022	Removal and disposal of debris following Hurricane Ida
New Orleans, LA (Zone 3)	Debris Collection, Removal, Processing, and Disposal	\$2,436,468	97,421	September- January 2022	Removal and disposal of debris following Hurricane Ida
Richwood, TX	Debris Removal and Disposal Services	\$140,461	11,437	September-October 2021	Removal and disposal of debris in response to Tropical Storm Nicholas
Thibodaux, LA	Disaster Debris Management Services	\$1,653,961	105,691	August – November 2021	Removal and disposal of debris following Hurricane Ida
Livingston Parish, LA	Debris Removal & Site Management for Debris Reduction and Emergency Roadway Clearance	\$23,019,328	1,322,210	August 2021 – January 2022	Removal and disposal of debris following Hurricane Ida
Larimer County, CO	Poudre Canyon Mudslide	\$308,779	3,655 CY	July – Aug 2021	Debris removal following a mudslide in Poudre Canyon. Debris included land and waterway vegetation, C&D, and hazardous materials such as asbestos.
Larimer County, CO	Cameron Peak Fire 2020 - Debris Management Services	\$3,860,431	14,207 trees	May-July 2021	Hazard tree removal steep slope tree removal, and tree grinding following Cameron Peak Fire in Colorado
Harris County, TX	Emergency Services for Debris Clearing, Removal, Disposal & Operations of TDSRS	\$398,476	Hourly + 3,932 CY	March – April 2021	Removal and disposal of debris in response to Winter Storm Uri.
Linn County, IA	Derecho Storm Debris Removal from Waterways	\$89,353	3,284	June-August 2021	Removal of waterway debris following the 2020 Derecho in Iowa
Pearland, TX	Debris Management Services	\$43,695.90	2,210	February-March 2021	Debris removal and disposal services as a result of Winter Storm Uri.
Nacogdoches, TX	Post Disaster Debris Collection, Processing, and Disposal Services	\$243,582.77	Hourly	March – April 2021	Removal and disposal of debris generated by Winter Storm Uri.
Oregon Department of Transportation (ODOT)	Hazard Tree Removal Services	\$36,294,618	22,311 trees	February 2021 – April 2022	Hazard Tree Removal in 3 Operational Branches: Branch 1: Archie Creek Fire, Douglas County, Branch 5: Thielson Fire, Douglas County and Branch 6: Two Four Two Fire, Klamath County.
Oklahoma Emergency Management Agency (OEMA)	Emergency Debris Removal	\$3,024,587	205,069	November 2020 – January 2021	Ice Storm Debris Grinding

Owner & Location	Title of Work	Value	CY	Time Period	Description
Calumet, OK	Emergency Debris Removal Services	\$99,755.70	9,509.60	December 2020	Ice storm debris removal within the City limits of Calumet.
Oklahoma City, OK	Emergency City Street Access Tree and Debris Removal	\$487,300.00	5000 Tons	December 2020 - Current	Removal and disposal of vegetative debris generated by the 2020 ice storm.
Piedmont, OK	Emergency Debris Removal Services	\$453,242.22	40,573.70	November - December 2020	Vegetative debris removal as a result of the 2020 ice storm.
New Orleans, LA (Zone 1)	Disaster Street – Clearing and Debris Collection, Removal, Processing and Disposal	\$884,403.50	42,742	November - December 2020	Debris removal, processing, and disposal as a result of Hurricane Zeta.
New Orleans, LA (Zone 3)	Disaster Street – Clearing and Debris Collection, Removal, Processing and Disposal	\$534,109.88	20,244	November - December 2020	Debris removal, processing, and disposal as a result of Hurricane Zeta.
Kingfisher, OK	Emergency Debris Removal Services	\$377,799.11	46,241.50	November - December 2020	Ice storm debris removal within the City limits of Kingfisher.
El Reno, OK	Emergency Debris Removal Services	\$1,381,052.01	98,408.50	November - December 2020	Vegetative debris removal as a result of the 2020 ice storm.
Lafourche Parish, LA	Debris Removal & Recovery Services	\$773,850.27	57,130	November 2020 - January 2021	Removal, reduction and disposal of debris generated by Hurricane Zeta.
Nederland, TX	Debris Removal Services	\$296,976.60	36,155.87	October - November 2020	Debris removal as a result of Hurricane Delta.
Scott, LA	Debris Removal and Disposal Services	\$370,425.99	16,099.15	October - November 2020	Removal and disposal of debris generated from Hurricane Delta.
St. Martin Parish, LA	Pre-Positioned Disaster Debris Removal Contract	\$587,092.19	30,600.80	October - November 2020	Debris removal, reduction and disposal as a result of Hurricane Delta.
Allen Parish, LA	Debris Removal and Disposal Service	\$8,526,706.44	550,846.00	September - December 2020	Collection and disposal of debris generated from Hurricane Laura.
Escambia County School Board, FL	Tree Debris Removal	\$793,494.35	5,732.70	September - October 2020	Debris removal and disposal as a result of Hurricane Sally.
Santa Rosa County, FL	Disaster Debris Removal Services	\$9,394,981.31	595746	September 2020 – Feb 2021	Collection, reduction and disposal of debris generated from Hurricane Sally.
Vermilion Parish, LA	Pre-Positioned Disaster Debris Removal Contract	\$4,905,458.09	265,883.85	September 2020 - January 2021	Hurricane Laura debris removal and disposal.
Linn County, IA	Debris Clearance and Removal Services (Pre-Event Contract)	\$9,476,677	681,998	September 2020 - January 2021	Removal and disposal of debris resulting from August derecho.
Pharr, TX	Catastrophic Event Debris Removal Contract	\$254,362.26	29,995.55	August – September 2020	Hurricane Hanna debris collection, reduction, and disposal.
Linn County, IA	Debris Clearance and Removal Services (30-day Post-Event Contract)	\$6,662,897.33	479,167.52	August - September 2020	Removal and disposal of debris resulting from August derecho.

Owner & Location	Title of Work	Value	CY	Time Period	Description
Hidalgo County, TX	Debris Removal and Disposal Services	\$1,489,567.28	187,135.05	August - September 2020	Hurricane Hanna debris collection and disposal.
Cameron Parish, LA	Debris Clearance and Removal Services	\$28,880,677	1,151,059	August 2020 – May 2021	Removal, reduction, and disposal of debris generated from Hurricane Laura and Hurricane Delta.
City of Edinburg, TX	Disaster Debris Removal and Recovery Services	\$931,991.86	109,904.70	August – September 2020	Debris removal and disposal as a result of Hurricane Hanna.
Santa Rosa County, FL	Disaster Debris Removal Services	\$618,321.55	47,518	May – June 2020	Debris removal and disposal as a result of severe weather in April 2020.
Jones County, MS	Tornado Debris Removal and Disposal Services	\$3,273,295.10	240,056.40	May – August 2020	Collection, reduction by air curtain incineration, and disposal of tornado generated debris.
Hamilton County, TN	Emergency Debris Collection and Disposal Services	\$5,369,509.79	409,504.30	April – June 2020	Tornado debris collection, reduction, and disposal.
CalRecycle	Fire Debris Removal and Recovery Services for the Camp Fire in Butte County	\$246,156,950	768,458.69 tons; 3083 ROEs	January 2019 – May 2020	Wildfire Structure and Debris removal in Butte County, CA Camp Fire
USACE – Virgin Islands	W912P8-14-D- 0020, Debris Management	\$55,448,300.75	1,029,505	October 2017 – May 2019	Removal and reduction of debris resulting from Hurricanes Irma and Maria; site management and restoration
City of Albany, GA	Debris Removal and Disposal Services	\$4,541,937.19	340,779	February-May 2019	Removal of debris resulting from Hurricane Michael
Dougherty County GA	Debris Removal and Disposal Services	\$1,664,063.35	41,879	February-May 2019	Removal of debris resulting from Hurricane Michael
FDOT – District 3	Debris Removal and Disposal Services	49,589,902.77	3,358,266	October 2018 - May 2019	Removal of debris resulting from Hurricane Michael in Jackson and Washington Counties
Jackson County, FL	Disaster Debris Clearance and Removal Services	\$2,622,134.88	38,246	October 2018 – December 2019	Emergency debris road clearance, debris removal, staging and reduction following Hurricane Michael.
DTOP Central and South Regions	Contract No 2018-000-175 and Contract No. Contract No 2018-000-176, Debris Removal, Hauling, Consolidation, Processing and Disposal Services (Hurricane Maria)	\$39,789,170.25	Haul: 310,052 Grinding: 301,900	December 2017- November 2020	Removal, processing and disposal of hurricane generated debris from state roads following Hurricane Maria, as well as grinding and mulch haul-out. Includes vegetative debris, trees, C&D debris.

3.3 References

Ceres Environmental Services, Inc. has a long record of successful contract performance. Many of our customers have provided formal evaluations or letters of recommendation that attest to our strong performance and record of customer service and satisfaction. The following tables contain a selection of our references from projects completed in the past ten (10) years.

Event	Contract Activity	Government Entity	Amount	Contract Period
Hurricane Idalia	Hurricane Idalia Debris Removal and Disposal Services	City of Perry, FL	\$249,218 15,715 CY	September - October 2023
	Point of Contact: John Hart, City Manager; 224 South Jefferson Street, Perry, FL 32347; Tel. (850) 584-7161; jhart@cityofperry.net			
Hurricane Ian	Emergency Disaster Assistance and Debris Removal	Cape Coral, FL	\$64,888,996 2,707,047 CY	October 2022 – May 2023
	Terry B. Schweitzer, Solid Waste Manager; P.O. Box 150027, Cape Coral, Florida 33915-0027, Tel: 239-573-3136; tschweitzer@capecoral.gov			
Hurricane Ian	Disaster Debris Clearance and Removal Services	North Port, FL	\$42,031,396.28 2,446,843 CY	October 2022 – March 2023
	Frank Lama, Solid Waste Manager, 1100 North Chamberlain Blvd., North Port, FL 34286, Tel.: (941) 240-8074; flama@northportfl.gov			
Hurricane Ian	Removal of Debris Following Hurricane Ian	Melbourne, FL	\$232,153 25,852 CY	October 2022 – November 2022
	Point of Contact: Jennifer Wilster - Environmental Community Outreach Manager, City of Melbourne ECO Division 2885 Harper Road, Melbourne, FL 32904, Tel: (321) 608-5080, Jennifer.Wilster@mlbfl.org			
Summer Flood Event	Debris Management Services	State of Vermont	\$634,553 5,920 Tons	July – September 2023
	Point of Contact: Steven Young, State Debris Management Coordinator, 1 National Life Drive – Davis 1, Montpelier, VT, 05620, (802) 261-5823, Steven.Young@vermont.gov			
Hurricane Ida	Disaster Debris Removal	Gonzales, LA	\$1,623,500 106,041 CY	September – October 2021
	Point of Contact: Jackie Baumann, City Engineer, 120 S. Irma Blvd., Gonzales, LA 70737; Tel. (225) 647-9589; jackie@gonzalesla.com			
Hurricane Ida	Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal	Covington, LA	\$3,550,181 157,712 CY	September - December 2021
	Point of Contact: Chris Brown CBO, CFM, 317 N Jefferson Ave. PO Box 778, Covington, LA 70434; (985)-898-4725; cbrown@covla.com			
2020 Tornado	Disaster Debris Collection and Disposal Services	Hamilton County, TN	\$5,369,509.79 409,504.30 CY	April – June 2020
	Point of Contact: John Agan, Director of Engineering & Facilities Maintenance, 4005 Cromwell Road, Chattanooga, TN 37421; Tel. (423) 315-3840; johna@hamiltontn.gov			
Hurricane Harvey	Debris Management Services	Pearland, TX	\$1,065,532.89 54,771 CY	September – October 2017
	Point of Contact: Laurie Rodriguez, Environmental Services Superintendent; 3519 Liberty Dr., Pearland, TX 77581; Tel. (281) 652-1813; lrodriguez@pearlandtx.gov			
Hurricane Ida	Disaster Debris Management Services	Thibodaux, LA	\$1,653,961 105,691	August – November 2021
	Point of Contact: Jacques Thibodeaux, Special Projects Coordinator, Emergency Preparedness Director; P.O. Box 5418; 310 W. 2nd St; Thibodaux LA, 70301; Main Phone: (225) 925-7500 Fax: (225) 925-7501; Jacques.Thibodeaux@LA.GOV			

Letters of Reference



224 South Jefferson Street
Perry, Florida 32347-3235
P: 850-584-7161

February 6, 2024

Ceres Environmental Services
6968 Professional Pkwy E.
Sarasota FL 34240

To Whom It May Concern:

I am writing this letter in sincere appreciation for the exceptional efforts and performance of CERES Environmental Services in the aftermath of Hurricane Idalia.

The City of Perry has never been hit by a storm of this magnitude and CERES immediately responded with the mobilization of their employees, fleet of trucks and equipment showcasing their preparedness for such emergencies.

CERES employees provided amazing customer service and addressed our needs as they arose. They were very professional, but also very pleasant and easy to work with. Their communication and cooperation made the whole process smooth and efficient.

Given the exceptional performance and positive impact CERES had on our community, the City of Perry would call upon CERES Environmental Services again, should we face the impact of another hurricane in the future.

Sincerely,

Danielle Ondash
General Services Superintendent



City of Cape Coral
Public Works Department

April 27, 2023

Bryan Fike
Regional Client Services Director
Ceres Environmental Services, Inc.
6968 Professional Parkway East
Sarasota, FL, 34240

Re: City of Cape Coral Hurricane Ian Debris Removal Project

Dear Bryan Fike:

I am writing to acknowledge and commend CERES Environmental Operations for the excellent performance related to disaster debris removal following Hurricane Ian's landfall in Cape Coral.

I offer sincere appreciation for their rapid recovery services during one of the most powerful and destructive storms to ever hit the United States. The project scope included over 127 square miles of land and 1,500 miles of roadway. Ever since we signed our contract, they have provided the highest quality of communications and responsiveness with even better customer service. Our deadlines were met earlier than expected, and they quickly resolved any issues that arose without reservation. Our recovery could not have been successful without them. The professional leadership of the field team to rapidly mobilize and ramp up with full-time personnel and numerous subcontractors is a testimony to the dedication of their staff. A positive relationship was built with all levels of the city's government, making them a reliable partner to us.

Immediately after the storm passed, CERES mobilized a large volume of equipment and personnel to conduct first push operation, began vegetative debris removal, set up and operated four separate debris management sites within city limits. The CERES team and their sub-contractors, were well equipped to, not only, meet the physical demand, but also, extremely familiar with the tedious requirements related to federal funding.

Key staff within the CERES organization provided excellent customer service and addressed all citizen concerns with a sense of urgency and professionalism. While Cape Coral's debris removal activities were being well maintained by CERES, City of Cape Coral Public Works staff were able to focus on different infrastructure recovery efforts.

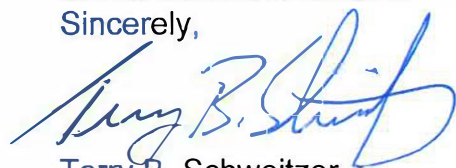
At the 60-day mark of the declared disaster, Ceres had removed over 1,800,000 cubic yards of vegetation and C&D from city streets. At project completion, CERES collected, chipped, and disposed of 1,510,773 cubic yards of vegetative debris; and collected, staged and disposed of 454,308 cubic yards C&D both, in only 4 months. This included two weeklong holiday breaks.

In addition to the right-of-way removal, a unique facet to the recovery was Ceres also planned and successfully conducted both land-based and water-based debris removal of vegetation knocked down by Ian, and non-vegetative debris blown into the canals or damaged by the storm surge.

The scope of this project included collecting, chipping, and disposing of 750,000 cubic yards of vegetative debris and 800 cubic yards of C&D from over 400 miles of both saltwater and freshwater canals, while supporting the City's efforts in protecting waterfowl, wading birds, migrant songbirds, gopher tortoises, and dolphins and reptiles. Cape Coral is home to the largest population of burrowing owls in Florida, and the canal system is so extensive that local ecology and tides have been affected. The system provides many residents with waterfront living access to the Gulf of Mexico via the broad Caloosahatchee River and Matlacha Pass.

The City of Cape Coral is honored to have completed a successful FEMA funded project with CERES, and I would whole-heartedly recommend the CERES team for emergency debris removal activities.

Sincerely,



Terry B. Schweitzer
Solid Waste Manager
City of Cape Coral

TS:jr



City of North Port
DEPARTMENT OF PUBLIC WORKS
Office: 941.240.8050
Fax: 941.240.8063



MEMORANDUM

TO: Mike Beavers
Karl Dix

FROM: Frank Lama, Solid Waste Manager

SUBJECT: Hurricane IAN Cleanup Recommendation Letter

DATE: April 21, 2023

Dear Mr. Beevers,

It is my pleasure to recommend Ceres Environmental Services, Inc. for their exceptional work in the City of North Port in the aftermath of Hurricane Ian. North Port was among the hardest-hit areas of Florida experiencing significant flooding and strong sustained winds for hours. The hurricane produced millions of cubic yards of vegetative and C&D debris. Your team at Ceres made the completion of this complex, large-scale debris removal project seem easy.

Ultimately, your team collected, hauled, processed, and disposed of over 2.4 million cubic yards of debris, which enabled a faster than anticipated restoration of the North Port community. At the project's peak, 47,000 cubic yards of debris was hauled in a single day. The City especially appreciated that Ceres owned all the reduction equipment mobilized to quickly reduce the incredible amounts of debris. This helped reduce the overall processing times and propel the project forward ahead of other jurisdictions in the area. Due to the quick response and the expedited project, the City was able to maximize FEMA reimbursement with the increased federal cost share granted by FEMA.

Ceres was also able to help us return an essential aspect of our economy back to normal. As you know, each year between February and March, tens of thousands of avid baseball fans visit North Port during MLB spring training to enjoy the weather and watch the Atlanta Braves play. Spring Training is a key economic driver for the City. Each year, Spring Training pumps millions of dollars into our City. Ceres set an ambitious goal to complete the debris cleanup process before the start of spring training, and I'm proud to say that this goal was successfully achieved.

I highly recommend Ceres Environmental Services, Inc. for any future disaster debris management projects. They are a reliable and professional company that exceeded our expectations during our disaster response efforts. Please, feel free to show this letter to potential clients. I would be happy to answer any questions or supply additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank Lama", written in a cursive style.

Frank Lama

City of North Port, FL



CITY OF MOUNT DORA

PUBLIC WORKS AND UTILITIES

City Hall
510 N. Baker St.
Mount Dora, FL 32757

Office of the City Manager
352-735-7126
Fax: 352-383-4801

Customer Service
352-735-7105
Fax: 352-735-2892

Finance Department
352-735-7118
Fax: 352-735-1406

Human Resources
352-735-7106
Fax: 352-735-9457

Planning and Development
352-735-7112
Fax: 352-735-7191

City Hall Annex
900 N. Donnelly St.
Mount Dora, FL 32757

Parks and Recreation
352-735-7183
Fax: 352-735-3681

Public Safety Complex
1300 N. Donnelly St.
Mount Dora, FL 32757

Police Department
352-735-7130
Fax: 352-383-4623

Fire Department
352-735-7140
Fax: 352-383-0881

Public Works Complex
1501 Robie Ave.
Mount Dora, FL 32757
352-735-7151
Fax: 352-735-1539

W. T. Bland Public Library
1995 N. Donnelly St.
Mount Dora, FL 32757
352-735-7180
Fax: 352-735-0074

Website:
www.cityofmountdora.com

February 9, 2023

Tia Laurie, Director of Administration
Ceres Environmental Services, Inc.
6968 Professional Parkway East
Sarasota, Florida 34240

Re: Hurricane Ian and Hurricane Nicole Debris Removal

Dear Tia;

Please accept my profound appreciation for all the hard work your team did for the City of Mount Dora as we recovered from these two back-to-back storm events.

Hurricane Ian was a first-time experience for some of us in this community and we are very grateful for the expeditious debris removal service Ceres was able to provide from the days leading up to the storm, and days and weeks after the storm. Ceres brought experience and confidence that made the situation easier than it might have otherwise been for us.

The staff we interacted with were always considerate and understanding of our situations. We had two key events during this debris clean up -- a bike rally one weekend and craft fair the following week. The advanced preparation by your team produced immediate results within a remarkably short time, allowing success for both weekends. The responsiveness to specific situations was greatly appreciated by all the concerned organizations here at Mount Dora.

Thank you for the quality of services the CERES provided to this community. May I especially recognize the continuous communication and care that I received from Don Stubblefield as he strove daily to keep us on target and satisfy the needs of our entire community.

Sincerely,

George

Marek

George Marek

Director of Public Works

City of Mount Dora

Digitally signed by George
Marek
Date: 2023.02.09
12:42:15 -05'00'



City of Gonzales

120 SOUTH IRMA BOULEVARD • GONZALES, LOUISIANA 70737 • PHONE (225) 647-2841 • FAX (225) 647-9557

BARNEY D. ARCENEUX
MAYOR/ADMINISTRATOR

TIMOTHY R. RILEY-Division A
COUNCILMAN
DRAINAGE
MAYOR'S YOUTH COUNCIL

KIRK J. BOUDREAUX-Division B
COUNCILMAN
MAYOR PRO-TEMPORE
TREASURER/FINANCE
STREETS
AEDC LIAISON

HAROLD L. STEWART-Division C
COUNCILMAN
SANITATION
TOURISM

TYLER J. TURNER-Division D
COUNCILMAN
ASSISTANT TREASURER
UTILITIES
ORDINANCE

JOHNNY A. BERTHELOT-Division E
COUNCILMAN
RECREATION
ENGINEERING
PUBLIC SAFETY

SHERMAN D. JACKSON
CHIEF OF POLICE

TRACEY N. NORMAND
FIRE CHIEF

SCOT BYRD
CITY CLERK / CAO

MATTHEW I. PERCY
CITY ATTORNEY

October 25, 2021

Mr. Karl Dix
Director of Client Services
CERES Environmental Operations
6968 Professional Parkway
Sarasota, FL 34240

RE: Debris Removal Hurricane Ida

Dear Mr. Dix:

I am writing to acknowledge and commend CERES Environmental Operations for the excellent performance related to disaster debris removal following Hurricane Ida's landfall in Gonzales. Immediately after the storm passed, CERES mobilized with a large volume of equipment and personnel to begin vegetative debris removal. The CERES team, and their sub-contractor, was well equipped to, not only, meet the physical demand, but also extremely familiar with the tedious requirements related to federal funding.

Key staff within the CERES organization provided excellent customer service and addressed all citizen concerns with a sense of urgency and professionalism. While Gonzales' debris removal activities were being well maintained by CERES, City of Gonzales DPW staff was able to focus on alternate infrastructure recovery efforts. At project completion, CERES hauled, chipped and disposed of 91,230 cubic yards vegetative debris and disposed 14,811 cubic yards C&D in only 40 days.

The City of Gonzales is honored to have completed a successful FEMA funded project with CERES, and I would whole-heartedly recommend the CERES team for emergency debris removal activities.

Sincerely,

Jackie Baumann, P.E.
City Engineer

CC: Mayor Barney Arceneaux



Mark R. Johnson
Mayor

March 23, 2022

To Whom It May Concern,

It is my great pleasure to recommend Ceres Environmental Services Inc. to any organization in need of debris removal services. The City of Covington, located in southeast Louisiana, completed an RFP for a standing debris removal service contract over the summer of 2021 and executed a contract in early August 2021. Less than one month later Hurricane Ida formed in the Gulf of Mexico and was projected to impact the City of Covington. Within hours of being notified of the possible strength of the storm, Ceres contacted our staff to provide assurance they were ready to respond if needed. The City pre-emptively issued a purchase order one day ahead of the projected impacts to enable Ceres to activate immediately if necessary.

Weather bands from Hurricane Ida started rolling in the evening of Sunday, August 29th, 2021. Severe weather conditions continued throughout that evening until approximately 6:00 AM Monday morning, at which point the City's Public Works Director determined roads were impassable and we needed to activate Ceres. By 7:00 AM I made direct contact with our Ceres representative and a crew was mobilized. By 11:00 AM our assigned Project Manager arrived in town and a kickoff meeting was held. By 1:00 PM the city was divided into response zones and several debris crews were in route to our area. Debris push efforts on City roads began the following morning at sunrise.

The immediate response by Ceres within hours of activation was the key component to the City being able to clear roads for emergency response and reentry. Not only were the crews able to move quickly and efficiently, our Project Manager had a strong understanding of FEMA regulations. It was immediately clear that the City's ability to seek FEMA reimbursement based on eligibility was a priority for Ceres.

Our Project Manager and debris crews were in Covington working nearly 7 days a week from August 30th through mid-December. During this time, Ceres demonstrated their ability to operate independently, which allowed the City's leadership to focus on re-establishing City operations. Our Project Manager maintained on-going coordination with the staff, provided notifications of time-sensitive matters, and kept a sharp focus on the community's need to recover and return to daily life as quickly as possible. Meanwhile, he continued to prioritize the City's eligibility for FEMA reimbursement.

I can confidently say the City of Covington's speedy and successful recovery in the wake of Hurricane Ida is in large part due to the excellent planning and execution of our Ceres team.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Erin Bivona', with a stylized, flowing script.

Erin Bivona

Chief Administrative Officer

City of Covington, LA



HAMILTON COUNTY, TENNESSEE

Tia Laurie, Director of Administration
Ceres Environmental Services, Inc.
6968 Professional Parkway East
Sarasota, Florida 34240

Subj: Letter of Recommendation

Dear Ms. Laurie,

As director of Engineering and Facilities Maintenance for Hamilton County, I was assigned to coordinate and manage the debris removal contract with your firm after Hamilton County sustained an EF-3 Tornado disaster on April 11, 2020. At the onset of the contract initiation with Ceres, your team immediately contacted us and commenced planning to be onsite within 24 hours. The dedication, determination, and professional performance by all the Ceres team members and sub-contractors started with resilience and maintained so until project completion.

The debris removal effort included a total of 408,475 cubic yards (376,043 cubic yards were vegetative, and 32,432 cubic yards were C&D material). The debris removal effort was completed safely and efficiently in the 45 day period required by FEMA guidelines. The contract amount was \$5,369,509.80.

The project management team provided daily information on the removal process along with detailed and coordinated weekly meetings. The Ceres project management team worked to ensure compliance with all FEMA guidelines, and USACE recommendations, ensuring that Hamilton County reimbursement was not jeopardized.

Ceres displayed an outstanding team attitude in the interaction between Hamilton County officials, the debris monitoring firm, and the FEMA assigned USACE subject matter expert team. Ceres' professionalism and debris removal expertise was critical in the timely restoration of our community, and allowed for a quicker return to normalcy for our residents.

Ceres is highly recommended for any future debris removal projects. Please feel free to forward this letter to agencies requiring a recommendation, and let them know that they can contact me.

Sincerely,

A handwritten signature in blue ink that reads "John A. Agan".

John A. Agan, PE
Director
Engineering & Facilities Maintenance
Hamilton County, Tennessee
(423) 209-7840



City of Pearland

3501 E. Orange St
Pearland, Texas 77581
Tel: 281.652.1900
pearlandtx.gov

March 17, 2021

Tia Laurie
Director of Administration
Ceres Environmental Services, Inc.
6968 Professional Parkway East
Sarasota, FL 34240

RE: Recommendation

Dear Ms. Laurie

In response to Winter Storm Uri, the City of Pearland formally activated Ceres Environmental Services, Inc. for Debris Management Services. Chad Dorsey and Mike Beevers were assigned to coordinate the debris removal for our City. They both were very professional, friendly, and informative while on the ground. They worked with our City staff to ensure seamless removal of residential debris timely. Our City staff appreciate the guidance they were able to provide and would recommend them for future projects.

Thank you for your service to the City and its residents.

Sincerely,

Laurie Rodriguez

City of Thibodaux- Office of Emergency Preparedness

310 North Canal Blvd. P.O. Box 5418

Thibodaux, La. 70302



January 7, 2022

David McIntyre
Ceres Environmental

I would like to offer my personal thanks to you for the efforts of Karl Dix, Mike Beevers and Mike Dillard for their work in support of the City of Thibodaux in response to Hurricane Ida.

I would like to preface my gratitude with some of my personal background. I am currently serving with the City of Thibodaux as the Special Projects Coordinator, as well as the Emergency Preparedness Director. I started this position in 2019 having just retired from the U.S. Marshals. I had a total of 28 years in service, serving as a supervisory federal law enforcement agent for 17 years of those 28 years. In addition, I also served as a leader in the U.S. Army- Louisiana National Guard for 31 years (retiring as a Colonel in 2015). Of my 31 years, I served 19 years in eight different command assignments. Between these two careers, I have supervised over 100 emergency management events (including a tour in Iraq as the Commander of Security Forces in the Green Zone). These events spanned the elected terms of 6 U.S. Presidents and 7 Louisiana Governors.

Karl, Mike B. and Mike D. are some of the best leaders I have ever seen in this line of work. Their ability to take strategic concepts and turn them into operational programs is outstanding. There are three things that set these leaders above their peers in this industry: their problem solving, their ability to interact with others and their decision making. I have personally watched them interact with residents, politicians and governmental leaders in the past 5 months. Their ability to move through issues to solutions is a testament to their ability as leaders. They see problems and solve them before progression migrates to major events.

These three leaders have established a level of production that is rarely seen in debris management. They have represented Ceres Environmental in a dynamic fashion and are a testament to the ability of your team. I know that you are well aware of their value as leaders and I want to thank you for allowing them to help us get through this tough time. Leadership is not about personal achievement, leadership is about impact to those around us. Karl, Mike B. and Mike D. have truly made an impact here and we thank you as well for effort: Job well done!


Jacques Thibodeaux
Special Projects Coordinator
Emergency Preparedness Director
City of Thibodaux

BOARD OF COMMISSIONERS

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SHERRI WASHINGTON, ESQ., COMMISSIONER POST I
DR. DOREEN WILLIAMS, COMMISSIONER POST II

SUE SANDERS, CHIEF OPERATING OFFICER
JENNIFER O. RUTLEDGE, COUNTY CLERK



ROCKDALE COUNTY EMERGENCY MANAGEMENT AGENCY

Dan Morgan, GA-ACEM, Director
Dan.morgan@rockdalecountyga.gov
OFFICE: 770-278-8405
FAX: 770-278-8905

May 6, 2024

Recommendation Letter for CERES Environmental

To Whom It May Concern:

Rockdale County, Georgia, sustained damage from an EF2 tornado in the morning hours of April 2nd, 2024. After surveying the damage and the amount of vegetative debris, Rockdale County EMA activated our debris management plan. CERES is the contracted hauler and processor for Rockdale County.

They responded with the correct amount of equipment, did a thorough assessment of the damaged area and set up operations at the Debris Management Site (DMS). Their operations manager, Marian Banks, kept in constant contact while overseeing the total operation. The daily operations needed very little oversight from Rockdale County as CERES handled all aspects of the debris response.

As the EMA Director, I feel confident in the abilities of the CERES team to successfully respond to and complete any debris disaster. I would highly recommend CERES as a valuable addition to any disaster response team.

Sincerely,

Dan Morgan
EMA Director
Rockdale County, Georgia



Letter of Recommendation

March 7, 2023

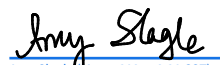
Ceres Environmental Services, Inc.
6968 Professional Parkway East
Sarasota, Florida 34240

It is my pleasure to write a letter of reference for Ceres Environmental Services. I had the opportunity to work with Ceres staff during the Winter Storm Mara (2023) recovery efforts in Austin, Texas.

Ceres collected, processed, hauled and disposed of approximately 230,000 cubic yards of debris. Ceres its employees are very knowledgeable in the disaster process of debris removal. They understand FEMA regulations and requirements and communicated the cleanup and recovery steps throughout the event. The staff we worked directly with were knowledgeable, compassionate and brought confidence to the situation.

Ceres staff were reliable, organized and executed their tasks with efficiency and timeliness. Their integrity as a company was evident throughout the event and played a critical role in helping Austin recover from Winter Storm Mara. I would recommend them for their services as a debris contractor.

If you have any questions, please do not hesitate to contact me at amy.slagle@austintexas.gov.


Amy Slagle (Mar 7, 2024 12:28 CST)

Amy Slagle
Acting Assistant Director
City of Austin
Austin Resource Recovery



Glynn County Georgia

Glynn County Public Works
4145 Norwich Street Ext.
Brunswick, GA 31520
912.554.7746
Fax 888.558.1549

To Whom It May Concern:

I am writing this letter to recommend Ceres Environmental Services, Inc. as a debris removal contractor. I had the pleasure of working with Ceres in 2023 during the aftermath of Hurricane Idalia that hit parts of Florida and Georgia, causing damage across Glynn County, GA. I was very impressed with Ceres' professionalism, efficiency, and dedication to their work.

Following Hurricane Idalia, Ceres collected, hauled, and disposed of 35,440 cubic yards of debris. Their prompt and efficient service helped in the restoration of the community and allowed for quick return to normalcy for our residents. Their team of professionals were highly skilled, efficient, and reliable in carrying out the required tasks and keeping the County informed of the progress on a daily basis.

Overall, I highly recommend Ceres Environmental Services, Inc. for any future debris removal projects, and I am confident that they will exceed your expectations.

Please do not hesitate to contact me if you require any additional information regarding their work.

Sincerely,

A handwritten signature in blue ink that reads "Danny Smith".

Danny Smith, CPWP-M

Public Works Director

4145 Norwich Street

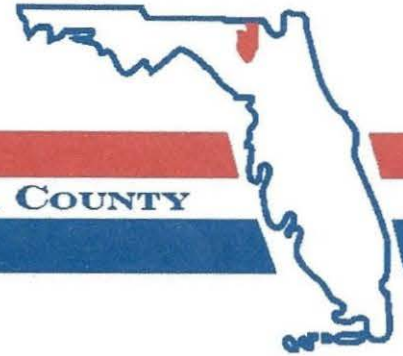
Brunswick, GA 31520

Office Phone: 912-554-7701

Danny.Smith@glynncounty-ga.gov

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Robby Hollingsworth
District No. 4 - Everett Phillips
District No. 5 - Tim Murphy

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY



November 14, 2023

David McIntyre
Owner, Ceres Environmental Services
6968 Professional Pkwy E. Sarasota, FL 34240

Mr. McIntyre,

I am writing this letter to express my sincere appreciation and commendation for the exceptional efforts and outstanding performance of Ceres Environmental Services in the aftermath of Category 3 Hurricane Idalia, which struck Columbia County, Florida on August 30th, 2023.

In the wake of the devastating hurricane, the debris removal mission posed significant challenges for our community, requiring prompt and efficient response. Ceres Environmental Services not only met but surpassed our expectations in undertaking this critical task. The dedication, professionalism, and expertise demonstrated by the Ceres team was truly commendable.

One of the most impressive aspects of Ceres' response was the rapid mobilization of their fleet of trucks and equipment, all owned by Ceres, showcasing the company's robust infrastructure and preparedness for such emergencies. The ability to self-perform the work contributed significantly to the efficiency and effectiveness of the debris removal operations.

From the moment Ceres was called upon, they demonstrated a commitment to prompt action and a keen understanding of the urgency of the situation. The responsiveness of the Ceres team was exemplary, and their ability to exceed expectations in terms of volume, production, and timelines was truly remarkable.

Working with the Ceres Environmental Services Team, I found them to be not only professional, but also pleasant to work with. The team's collaboration with our local authorities was seamless, and their commitment to open communication and cooperation made the entire process smooth and efficient.

BOARD MEETS FIRST AND THIRD THURSDAY AT 5:30 P.M.

Given the exceptional performance and positive impact Ceres had on our community during this challenging time, there is no doubt that Columbia County would enthusiastically call upon Ceres Environmental Services again, should we face the impact of another hurricane in the future.

In conclusion, I want to express our deepest gratitude for the invaluable support and exemplary service provided by Ceres Environmental Services. Your dedication to the well-being of our community did not go unnoticed, and we are grateful for the partnership forged during this critical period.

Sincerely,



Kevin Kirby

Assistant County Manager, Columbia County
135 NE Hernando Avenue, Suite 203 Lake City, FL 32055



ST. TAMMANY PARISH

MICHAEL B. COOPER
PARISH PRESIDENT

To Whom It May Concern:

Ceres Environmental Services has done an exceptional job clearing numerous waterways in St. Tammany Parish. In 2022 and 2023, we had the pleasure of collaborating with Ceres on an NRCS-funded project aimed at preventing flooding by removing debris from our extensive canals, channels, and various waterway systems. Their dedication, professionalism, and expertise were instrumental in the success of this project.

In total, Ceres cleared 381,333 linear feet of waterways, working within the National Wild and Scenic Rivers System. Ceres demonstrated efficiency, effectiveness, and high levels of expertise in their waterway debris removal efforts. They exhibited a profound understanding of the challenges posed by our waterways, requiring specialized knowledge and equipment to ensure project success while minimizing the environmental impact. They applied various debris removal techniques to tackle challenges such as the varying depth and width of the waterways, the limited availability of access points, and the presence of obstacles in the waterways.

Ceres complied with all applicable rules and regulations and provided thorough documentation to NRCS to ensure St. Tammany Parish's reimbursement eligibility.

I highly recommend Ceres for any future projects related to waterway debris removal and restoration. Their unwavering dedication to quality, safety, and efficiency sets them apart. We are grateful for their dedication, and we look forward to future collaborative efforts.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. B. Cooper".

MICHAEL B. COOPER
Parish President

OFFICE OF THE PARISH PRESIDENT



P. O. Drawer 1000 • Arcadia, Florida 34265

To Whom It May Concern:

I am writing this letter to recommend Ceres Environmental Services, Inc. as a debris removal contractor. I had the opportunity to work with Ceres during the aftermath of Hurricane Ian that hit Southwest and Central Florida, causing significant damage to Arcadia. Ceres provided exceptional debris removal services that were crucial to our community's recovery efforts.

Hurricane Ian caused extensive flooding in the City of Arcadia. Many main roads in the area were completely submerged and cut off emergency response personnel from getting in the City. Additionally, a major fuel shortage affected Southwest Florida. Despite these challenges, the Ceres team found a suitable route on the east side of the City for their equipment. Ceres personnel commuted to and from Central Florida with fuel transfer tanks, which allowed them to keep their crews working seven days a week, ensuring that the cleanup effort continued without interruption.

Ceres collected, hauled, and disposed of 97,379 cubic yards of debris. Their service was prompt and efficient, their team of professionals are highly skilled in removing hurricane and flood-generated debris. Their ability to handle a significant amount of debris in a safe and timely manner was critical to the community's recovery efforts. They completed the project in less than 60 days, which allowed the City to receive maximum FEMA reimbursement.

Overall, I highly recommend Ceres Environmental Services, Inc. for any future debris removal projects. Their reliability, efficiency, and dedication to this project was unmatched, and I am confident that they will provide exceptional service and exceed your expectations.

Please do not hesitate to contact me if you require any additional information regarding their work.

Sincerely,

Director of Public Works

City of Arcadia



December 13th, 2021

Subject: Contractor Reference Letter – CTL Forest Management, Inc.
Camp Fire State Hazard Tree Removal Program

To Whom it May Concern:

This letter is to commend C.T.L. Forest Management, Inc. dba Ceres Forestry (CTL) on their exceptional performance during the performance of their \$243,000,000 hazard tree removal contract in support of the Camp Fire State Hazard Tree Removal Program. The California Governor's Office of Emergency Services (Cal OES) oversaw this program in partnership with the California Environmental Protection Agency's Department of Resources Recycling and Recovery (CalRecycle) as part of the State of California's overall response and recovery to the 2018 Camp Fire in Butte County, the deadliest and most destructive wildland fire in state history. For the full duration of heavy field operations, I served as the State's Incident Commander for the Program. From my perspective as the senior government project manager, CTL met the challenging demands of the project with strong, capable leadership and a team of professionals possessing a "can do" attitude. CTL partnered with us every step of the way and exceeded our expectations in many respects, allowing the affected residents and communities back to normal faster than anticipated.

The CTL Incident Management Team, who served alongside my team throughout the 12-month project, brought commitment, continuity, and competency to the response. I specifically appreciated the CTL Incident Commander's consistent attention to any concern I raised and his commitment to resolving any problem quickly and effectively. CTL's management team remained tirelessly devoted to this mission, removing just over 59 thousand hazard trees across over 2,500 enrolled private parcels ahead of schedule while consistently exceeding our standards. CTL started and finished operations on individual parcels quickly, as they had a solid methodology of safe and rapid clean up once tree felling was complete. This is of key importance to us, as it limits the length of time during which our operation affects the disaster survivor and potentially limits their ability to reside or rebuild on their property. Chiefly, CTL did not leave properties with trees cut and logs/slash waiting for collection.



Since the conclusion of the Program, Cal OES has adopted many of the best practices demonstrated by CTL as standard expectations.

CTL's Operational Team is also deserving of our recognition and its accomplishments are quite noteworthy. They include:

- CTL deployed cutting-edge forestry resources and efficient industry work methods, including completing 52 percent of the work with its own forces.
- CTL introduced forestry and tree removal practices not anticipated in the original contract, providing cost savings while consistently protecting areas containing sensitive cultural and environmental resources.
- CTL brought deep experience from other disaster recovery projects to provided valuable lessons learned and insight to help Cal OES and CalRecycle enhance the effectiveness of the planning process while increasing operational efficiencies.
- CTL played a critical role in devising and implementing the Hazard Tree Steep Slope Plan. CTL's Steep Slope Plan reduced the risks associated with cutting hazard trees on rugged terrain and improved the performance and safety of everyone involved in these critical operations.
- CTL led the multidisciplinary planning and execution process to ensure that biological and archaeological resources were protected while efficiently removing the hazard trees in these sensitive project areas. This is particularly evident in Honey Run and Concow where extensive cultural and environmental resources required intensive coordination and specialized operations.

From my personal experience, CTL remained considerate and understanding of the challenges experienced by each stakeholder on the project and demonstrated considerable flexibility and diversified experience, consistently exceeding our high expectations. It was a pleasure working with CTL throughout this project, and I am happy to recommend them to any other disaster management agencies who may require similar services.

Sincerely,

**Cole
Glenwright**

Digitally signed by
Cole Glenwright
Date: 2021.12.13
15:11:58 -08'00'

Cole Glenwright
Incident Commander, Camp Fire State Hazard Tree Removal Program
California Governor's Office of Emergency Services



TOWN OF ST. JAMES

October 22, 2018

Mr. Karl Dix
Director of Client Services
CERES Environmental Services
3825 85th Avenue N
Brooklyn Park, MD 55443

Dear Karl;

This letter is in reference to the recovery work that CERES provided to the Town of St. James because of Hurricane Florence.

Hurricane Florence was a first time experience for many of us here in this community and we are very grateful to the assistance that CERES was able to give us from the days leading up to the storm, during the storm and the days and weeks after the storm.

CERES brought experience and confidence that made the situation easier than it might otherwise have been for us. The staff that was here, as well as the staff that we interacted with were always considerate and understanding of our situations. The advance preparation by your team produced immediate results that facilitated our ability and desire to get the recovery underway within a remarkably short time. The responsiveness to specific situations was greatly appreciated by all of the concerned organizations here at St. James.

Thank you for the quality of services that CERES provided to this community.

Sincerely;

Gary Brown
Town Manager



Livingston Parish

Office of Homeland Security and Emergency Preparedness

MARK HARRELL
Director

BRANDI JANES
Deputy Director



18 September 2018
LOHSEP/MH/BJ/185

David Preus
Senior Vice President
Disaster Recovery Division
Ceres Environmental Services, Inc.
6968 Professional Pkwy East
Sarasota FL 34240

Ref: Debris Removal for the Great Flood of August 2016

Dear Mr. Preus,

It is my pleasure to offer this letter of recommendation for Ceres Environmental to any area that is unfortunately affected by a natural disaster.

The lives of many Livingston Parish residents were changed forever beginning August 11, 2016, when heavy rains and extensive flooding ripped through our parish and surrounding areas. The Parish had a pre-event contract with Ceres Environmental and immediately hired Ceres Environmental to remove, process and dispose of approximately 1,348,249 cubic yards of debris for \$16,399,988.71 once the flood waters receded and residents were able to get back into the area.

Ceres Environmental was on the ground within 72 hours. They showed extreme reliability and dedication in the midst of chaos. They educated staff on federal requirements and strictly adhered to FEMA debris removal guidelines to achieve greater reimbursement rates for the project. Organized and diligent, their team quickly adapted to meet our needs.

Ceres Environmental helped to organize and utilize local contractors, allowing local people to heal by doing something to help in their own backyards. After witnessing the success and partnership of Livingston Parish, its other contractors and Ceres Environmental, we have elected to continue to use Ceres for debris cleanup for an NRCS Emergency Watershed Protection project.

Ceres Environmental has my highest recommendation, and I am happy to furnish more details if you would like additional information.

P.O. Box 1060, Livingston, LA 70754
225-686-3066 225-686-7280 Fax

Please feel free to contact my office to discuss this request. Your assistance in this matter is greatly appreciated.

Respectfully,



Mark Harrell, LOHSEP Director
P.O. Box 1060
Livingston, LA 70754
lohsep1@lpgov.com
Telephone: (225) 686-3066

September 6, 2018

RE: LETTER OF RECOMMENDATION

Dear David Preus,

The City of Miami Beach Public Works Sanitation Division would like to congratulate Ceres Environmental Services, Inc. on the highly successful operations in debris recovery in the aftermath of Hurricane Irma.

As we are all aware of the difficult challenges that the 2017 hurricane season brought to many parts of the country, Hurricane Irma was especially unkind to the State of Florida in particularly Miami Beach. Although Ceres Environmental was not the city's primary contractor, once contact was made your company mobilized and responded to the city's needs. Being a top world destination and our busy season was approaching, it was crucial that the City return to normal and time was of the essence. Approximately 150,000 cubic yards of debris were collected, processed and disposed of within a 50 day time frame. Ceres Environmental was instrumental in helping our residents and business owners limit the amount of hardships and financial losses that play an important factor on how well a community rebounds from a natural disaster.

I would highly recommend Ceres Environmental to other municipalities in times of crises. My experience with this firm is that they are true professionals with a focus on the need of their customers and the community they serve regardless of the circumstances.

Respectfully,



Alberto Zamora, Sanitation Division Director
City of Miami Beach

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

[P] 904.247.6268

[P] 904.247.6276

www.jacksonvillebeach.org

August 23, 2018

David Preus
Senior Vice President
Disaster Recovery Division
Ceres Environmental Services, Inc.
6968 Professional Pkwy East
Sarasota, FL 34240

Dear Mr. Preus,

On behalf of the City of Jacksonville Beach, I would like to commend Ceres Environmental Services, Inc. and your subcontractor (Arbor Masters) on the debris management, recovery and response services put forth during the Hurricane Irma event.

The lives of many Florida residents were changed forever on September 10th 2017, when Hurricane Irma ripped through our state. The City of Jacksonville Beach, located on the Northeast Coast of Florida was one of the areas impacted by Hurricane Irma. The City authorized its Debris Contractor Ceres Environmental Services, Inc. at a cost of \$ 1,130,639.50 to remove, process and dispose of 68,076.93 cubic yards of vegetative and construction and demolition (C&D) debris.

Ceres Environmental Services, Inc. was on the ground within 72 hours. They exhibited great reliability and dedication during the entire process. Ceres strictly adhered to the established unit prices in the contract and FEMA debris removal guidelines to achieve the reimbursement rates for the City. Their team was organized and worked diligently to meet the City's needs.

For the reasons stated above, I highly recommend Ceres Environmental Services, Inc. as a disaster debris contractor.

Sincerely,



Ty Edwards, P.E.
Director of Public Works
City of Jacksonville Beach
1460A-Shetter Ave.
Jacksonville Beach, FL 32250





BOARD OF COMMISSIONERS
DOUGHERTY COUNTY
ALBANY, GEORGIA

COUNTY COMMISSION:

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CLINTON JOHNSON, VICE CHAIR
GLORIA GAINES
JOHN HAYES
LAMAR HUDGINS
ANTHONY JONES
EWELL LYLE

COUNTY ADMINISTRATOR
RICHARD CROWDIS

David Preus
Senior Vice President
Disaster Recovery Division
Ceres Environmental Services, Inc.
6968 Professional Pkwy East
Sarasota FL 34240

Ref: Dougherty County Debris Removal

Dear Mr. Preus,

It is my pleasure to offer this letter of recommendation for Ceres Environmental to any area that is unfortunately affected by a natural disaster.

The lives of many Dougherty County residents were changed forever on January 22, 2017, when a tornado ripped through our community. Dougherty County, which is located in Southwest Georgia procured the services of Ceres Environmental to remove, process and dispose of approximately 950,000 cubic yards of debris for \$9.5 million.

Ceres Environmental was on the ground within 72 hours. They showed extreme reliability and dedication in the midst of chaos. They educated staff on federal requirements and strictly adhered to FEMA debris removal guidelines to achieve greater reimbursement rates for the Dougherty County. Organized and diligent, their team quickly adapted to meet our needs.

Ceres Environmental helped to organize and utilize local contractors, allowing local people to heal by doing something to help in their own backyards. After witnessing the success and partnership of the County and Ceres Environmental, we have elected to continue to use Ceres for debris cleanup for Private Property Debris Removal.

Ceres Environmental has my highest recommendation, and I am happy to furnish more details if you would like additional information.

Sincerely,

Michael McCoy
Interim County Administrator



"A City for All Ages"

PUBLIC WORKS DEPARTMENT

City of Port St. Lucie

Accredited Agency – American Public Works Association

To: David Preus, Ceres Senior Vice President, Disaster Recovery Division

From: Joe Mercurio – City of Port St Lucie Emergency Manager

Date: July 10, 2018

Re: PSL Debris Management _ Letter of Recommendation

The City of Port St Lucie Debris Management Team seeks to congratulate Ceres Environmental Services, Inc. on the highly successful operations in debris recovery in the aftermath of Hurricane Irma.

As the lore of Hurricane Irma passes into the record books, it was Ceres Environmental who served as the City of Port St Lucie Prime Debris Hauler Contractor to this devastating storm event. As well-known throughout Florida, the direct impact of Hurricane Irma played a significant role in the response and recovery efforts of the entire debris haul industry and how the logistical response was to be met. Ceres Environmental was instrumental in first response to initiate "First Push" to clear main roads throughout the City. A detailed analysis was presented for clean-up actions with an expected time-line that had to work with the given City Debris Management Plan.

The City of Port St Lucie was aggressive in time constraints to service the community and we worked well with Ceres to promote effective and efficient debris collections strategies to ensure safety, proper mobilization, and economic securities for the general population as well as the company. Their efforts were directly responsible to the collection of over 86,000 CY of vegetative material with billing receipts totaling over \$1.25 million. Ceres Environmental remained committed as well as loyal to the City as stronger incentives offered by affected communities lured other companies away from promised commitments. Ceres stood by Port St Lucie, and for that we are indebted.

As communities seek to incorporate the benefit of a defined and organized emergency debris haul contract, we would promote and recommend that Ceres Environmental be at the forefront of consideration. The company is committed to purpose, responsive to action, and sets the standard of industry excellence.

Respectfully,

Joe Mercurio

Project Manager, Emergency Management

City of Port St. Lucie

(772) 871-5175 - W

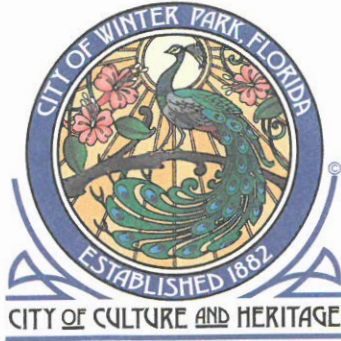
(772) 618-5093 - C

jmercurio@cityofpsl.com

121 S.W. Port St. Lucie Boulevard • Port St. Lucie, FL 34984-5099 • 772/871-5177 • 772/871-5100

Fax 772/871-5289

TDD Line • 772/344-4222



CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

June 21, 2018

David Preus
Senior Vice President
Disaster Recovery Division
Ceres Environmental Services, Inc.

Dear Mr. Preus,

It is my pleasure to offer this letter of recommendation for Ceres Environmental to any area that is unfortunately affected by a natural disaster.

The City of Winter Park experienced significant damage on September 11, 2017 when Hurricane Irma impacted most of the State of Florida. The City of Winter Park immediately went to work, hiring Ceres Environmental at a cost of \$880,653.53 to assist in removing in excess of 55,000 cubic yards of debris.

Ceres Environmental was on the ground within 72 hours. They showed extreme reliability and dedication in the midst of chaos. They educated staff on federal requirements and strictly adhered to FEMA debris removal guidelines to achieve greater reimbursement rates for the City. Organized and diligent, their team quickly learned our people, our systems and our area. Ceres Environmental helped to organize and utilize Florida contractors, allowing local people to heal by doing something to help in their own backyards. Ceres assistance allowed residents in Winter Park to return to normal after only two months. After witnessing the profound success and partnership of Winter Park and Ceres Environmental, Winter Park again, after formal solicitation, selected Ceres to assist should another storm arise anytime in the next five years.

Ceres Environmental has my highest recommendation, and I am happy to furnish more details if you would like additional information.

Sincerely,

Keri Martin
Debris Project Manager



David Preus
Senior Vice President
Disaster Recovery Division
Ceres Environmental Services, Inc.
6968 Professional Pkwy East
Sarasota, Florida 34240

June 18, 2018

Dear Mr. Preus,

I am writing this letter on behalf of the City of Sarasota to both thank you and your staff, along with offering this letter as a recommendation for Ceres Environmental to any agency that may need recovery assistance following a disaster.

On September 10th, the City of Sarasota was impacted by Hurricane Irma making its pass through our City as a Category 1 storm. Days prior to its impact, Ceres's staff were in constant communications with the City assessing our potential needs based on at that time, prior to landfall, was expected to be a Category 3 to 4 storm. As this was the first time we needed to activate a contract in over 15 years, your staff showed extreme reliability and professionalism in working with myself and other emergency management staff of the City both prior to and immediately following its impact on us.

Ceres met its contractual obligations to be on site within 72 hours to remove, process and dispose of approximately 60,000 cubic yards of debris. The staff's extensive knowledge of the public assistance program and strict adherence to FEMA's debris removal guidelines is expected to result in complete reimbursement of approximately \$950,000 in expenditures.

In recognition of Ceres performance and its ongoing commitment to our area, Ceres again was awarded a three-year contract as the top ranked proposer to our recent request for proposals for recovery services. We look forward to our continued relationship.

Sincerely,

Doug Jeffcoat
Public Works Director
City of Sarasota
Douglas.Jeffcoat@Sarasotafl.gov

1761 12th Street Sarasota, Florida 34236



David Preus
Senior Vice President
Disaster Recovery Division
Ceres Environmental Services, Inc.
6968 Professional Pkwy East
Sarasota FL 34240

Dear Mr. Preus,

It is my pleasure to offer this letter of recommendation for Ceres Environmental to any area that is unfortunately affected by a natural disaster.

The lives of many Florida residents were changed forever on September 10th 2017, when Hurricane Irma ripped through our state. The City of Palm Bay, located on the East Coast of Florida was one of the areas affected by Hurricane Irma. The City's leadership team immediately went to work, hiring Ceres Environmental at an approximate cost of \$2 Million +/- to remove, process and dispose of approximately 110,000 +/- cubic yards of debris.

Ceres Environmental was on the ground within 72 hours. They showed extreme reliability and dedication in the midst of chaos. They educated staff on federal requirements and strictly adhered to FEMA debris removal guidelines to achieve greater reimbursement rates for the City. Organized and diligent, their team quickly adapted to meet the City's needs.

After witnessing the success and partnership of the City of Palm Bay and Ceres Environmental Services Inc, the City went ahead and renewed their contract with Ceres for another year.

Ceres Environmental Services Inc has my highest recommendation, and I am happy to furnish more details if you would like additional information.

Sincerely,

Barney Weiss
Asst. Public Works Director
City of Palm Bay



Solid Waste Management
2525 NW 62nd Street • Suite 5100
Miami, Florida 33147
T 305-514-6666

111 NW 1st Street • Suite 1610
Miami, Florida 33128
T 305-514-6666

miamidade.gov

November 3, 2017

Mr. Jamie Triplett
Area Manager
Ceres Environmental
3825 85th Avenue North
Brooklyn Park, MN 55443

Dear Mr. Triplett:

On behalf of the Miami-Dade County Department of Solid Waste Management, I would like to thank Ceres Environmental for your participation in the Hurricane Irma debris removal effort as one of six prime contractors. The quality and quantity of work performed by Ceres Environmental during this emergency response has met our expectations. Further, your firm's responsiveness and focus on customer service have been very helpful to the Department.

Again, thank you for your service to Miami-Dade County.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul Mauriello".

Paul Mauriello
Deputy Director for Operations
Miami-Dade County
Department of Solid Waste Management



BEAUFORT COUNTY PUBLIC WORKS
Solid Waste and Recycling
120 Shanklin Road
Beaufort, South Carolina 29906
Voice (843) 255-2800 Facsimile (843) 255-9435

Mr. David Preus
Ceres Environmental Services Inc.

Dear Mr. Preus:

I am writing to express my appreciation for the performance of the entire team from Ceres in the debris operations for Hurricane Matthew. As our debris removal firm the level of support and professional performance provided has been exceptional in all regards. My direct point of contact with your firm was Project manager Mike Beevers. Mike supported the County in an outstanding manner and his counsel was invaluable throughout this operation. He is a professional in all respects and helped to establish a high standard for compliance. On a personal level, Mike was extremely responsive to answer any questions and provide the assistance I required. As the Debris Manager I am not exaggerating when I state that without his diligence, knowledge, and ability to gain the cooperation within the team we would not have been as effective. Mike is a "machine". As a team we moved 72% of all ROW debris into the DMS sites in the first 90 days of operation; over 90% of hangers and leaners were addressed in the same period. FEMA and SCEMD officials remarked that "Beaufort County had their operation together". Mike played a huge part in making that happen. If I ever had to do this again I would want Mike as my Project Manager.

Providing Karl Dix to assist with the process allowed the County to get a jump on a difficult task. Without his vital help we would have been overwhelmed with obtaining PPDR approval from FEMA and removing debris from 83 individual private communities. Karl provided essential high level technical support and coordination for the debris removal operation. He is a treasure trove of knowledge and expertise that worked seamlessly with the entire County staff. Ralph Sosabe is the most effective problem solver I have ever worked with. His professionalism, personality and ability to communicate with our citizens kept things moving smoothly. Ralph handled the most difficult situations with ease which I sincerely appreciated. His ability "To Make the Noise Stop" was nothing short of incredible.

Bottom line, Ceres did an exceptional job and I am thankful for each member of your team. You exceeded expectations in every area and continue to provide us with excellent customer service. I am forwarding a copy of this letter to our Administration and Purchasing Department for future reference.

Regards

A handwritten signature in blue ink that reads "James S. Minor, Jr.".

JAMES S. MINOR, JR
SOLID WASTE / DEBRIS MANAGER



LETTER OF RECOMMENDATION

February 9, 2015

To Whom It May Concern:

As the Debris Management Services Contract Manager, please accept this letter as my official recommendation for CERES Environmental Services, Inc.

Columbia County has maintained a pre-event debris management contract with CERES since 2008 and activated the contract when Ice Storm Pax deposited one inch of ice on our trees/vegetation and overhead utilities in February 2014. CERES immediately responded, mobilized their workforce and started the task of removing over 535,000 cubic yards of debris from our right of ways.

CERES was professional in every aspect of this operation, from removing the debris to transporting it to final destinations. During the debris removal operations, CERES provided me with a "zone map" of the county and provided daily information so that I could let our citizens know when they should have their debris out on the public right of way for pick up. They cleaned the areas following the pick-ups, which made our citizens very happy.

Additionally, CERES assisted us with FEMA documentation all along the way to assure that we received the maximum amount of State and Federal reimbursement possible, resulting in a 92% cost recovery for our County.

In summary, I can attest to the fact that CERES has years of experience – and from the first day to the last day of our project – they performed their work in an admirable and cooperative manner. They did everything expected – and even exceeded our expectations in getting our community back to normal as quickly as possible.

Please feel free to contact me if you have any questions or need more information in this regard.

Sincerely,

Pamela P. Tucker
Director

3.4 Understanding and Experience in Scopes of Work

Ceres Environmental Services, Inc. is one of the nation's leading disaster recovery contractors, and with 48 years of disaster debris removal and management experience, and over 330 FEMA-funded projects we have a deep understanding of the scope of work required by the City of Mount Dora. Throughout our proposal, we highlight the experience and capabilities that make us an excellent choice to support Mount Dora in the event of a disaster. **Refer to Section 5.2 Debris Management Operations Plan** for the phases and approaches to the scope of services.

Understanding and Experience in Major Scopes of Work

Emergency Road Clearance	
Ceres has performed emergency road clearance (cut and push) for projects at every scale. Most projects we perform begin with emergency road clearance services. When emergency road clearing is required, separate crews will be allocated and will be available within hours following an event. Ceres typically mobilizes this equipment pre-event based on weather forecasts. Cut and Push Crews will be prepared to work 24-hour shifts (with rotating personnel). Ceres recognizes that to minimize the financial damage to a community, cleanup activities must begin rapidly and proceed without delay. Vital roadways must be cleared to allow safe travel for emergency personnel and first responders.	
Vegetative and C&D Debris Collection, Transportation, & Reduction	
Ceres has collected, transported, and reduced debris from public property for projects at every scale. Every debris management project includes removing vegetative and C&D debris from Public ROW's, and many include public parks, waterways, government buildings and biking and hiking trails. Following Hurricanes Ian and Nicole in 2022, Ceres received 27 contract activations across Florida. Ceres responded to all activations, and two of these projects had over 2 million cubic yards of debris each. From October 2018 to March 2019, Ceres was activated in 13 Southwest Georgia Counties for the U.S Army Corps of Engineers following Hurricane Michael. Ceres collected and hauled over 4 million cubic yards of debris from public property. This was accomplished by utilizing 1,628 hauling vehicles and managing 144 subcontractors.	
Hazardous Tree, Limb and Stump Removal	
Ceres has extensive experience in the removal of hazardous trees, limbs and stumps. In 2022, Ceres removed 9,330 hazardous trees and cut hazardous limbs from 28,227 trees in Cape Coral and North Port following Hurricane Ian. In 2016 following Hurricane Matthew, Ceres removed over 62,000 hazardous trees, limbs, and stumps without a single FEMA deobligation. In the past several years, FEMA has increased the federal cost share for many disasters in the first 30 or 60 days. To maximize the client's reimbursement, Ceres will mobilize and deploy bucket trucks to zones and subzones to remove hazardous leaners and hangers ahead of the haul trucks. This helps front-load debris removal costs with a sizable first pass and hazardous tree work complete.	

Demolition	
Ceres has conducted operations in New Zealand and in Haiti following earthquake events and is a leader in the reconstruction and upgrade of seismically damaged buildings repairs in Christchurch, New Zealand. Our 2016 New Zealand demolition project was shortlisted for the World Demolition Awards in London in 2017. Ceres also worked for United States Air Force for an emergency demolition project at Thule Air Base, Greenland, 700 miles from the North Pole. This difficult demolition project consisted of a large, 158-foot, severely damaged building that was in imminent danger of collapsing on a critical Early Warning Radar station protecting the U.S. East Coast.	
Marine Debris Removal	
Ceres has extensive experience providing waterway debris removal services under both the FEMA Public Assistance Program and the NRCS Emergency Watershed Protection Program. Ceres cleared canals, rivers, streams, waterways, and oceans. During our recent project for Cape Coral under the Public Assistance Program, Ceres collected over 740,000 cubic yards from the canal network. With this project, Ceres was responsible for the Federal and State permitting (Section 404 permits from the U.S. Army Corps of Engineers) and identification of the ROEs to access the respective waterbody for debris removal. Ceres is currently providing Livingston Parish, LA with stream debris removal services completing over 2,000,000 linear feet of waterways, reducing flooding and removing obstructions from over 500 miles of bayous, creeks, rivers, and ditches.	
Abandoned Vehicles and Vessels	
Following Hurricanes Irma and Maria in 2017, Ceres mobilized to the U.S.V.I. In addition to the over 1 million CY of vegetative and C&D debris, Ceres removed and managed derelict vehicles and vessels. Ceres processed, in total, 396 derelict vessels including recycling POLs, ferrous and non-ferrous metals, lead keels, C&D, and Fiberglass. Debris slated for final disposal was shredded to accommodate off-island CONUS disposal. Fiberglass is a special waste in the USVI, therefore wet methods were employed to minimize dust emissions. Following the California wildfires in Butte County, Ceres removed 6,048 vehicles and 98 vessels.	
Household Hazardous Waste and Hazardous Waste Removal	
During 2020, after the Camp Fire in Paradise, CA, Ceres removed 84,000 tons of hazardous debris which included RCRA 8 Metals, nuisance dust and silica. Additionally, we worked with the California Department of Toxic Substances Control (DTSC) to remove asbestos in accordance with worker safety statutes and regulations. After Hurricane Laura in 2020, we removed and disposed of 46,180 pounds of HHW in Cameron Parish, LA.	
White Goods	
Ceres has handed white goods for many projects. White goods include refrigerant containing appliances such as freezers, refrigerators, and air conditioners; and other large appliances such as washers and dryers and small appliances like microwaves, depending on the recycler. For example, following Hurricane Laura, while under contract with Cameron Parish LA, Ceres removed and disposed 2,293 white goods, many of which included freon.	

Electronic Waste	
Electronic waste is separated curbside. During large-scale Right-of-Way debris removal, Ceres has developed sophisticated routing protocols and procedures using state-of-the-art scheduling, separation, tracking and ticketing technologies. Appropriately trained Quality Control personnel help to ensure that materials are managed safely and in accordance with protocols and with state and local requirements and regulations. During 2020, following Hurricane s Laura and Delta in Cameron Parish, Ceres removed and recycled or disposed of 3,058 units of electronic waste.	
Soil, Mud, Sand, and Sediment	
Between 2015 and 2020, Ceres worked in the Kuykendahl -Glen Forest Detention Basin located in Harris County, Texas. The project scope of work involved excavation and hauling of 5.7 million CY of soil and dirt for the construction of a detention basin. Additionally, the project required clearing & grubbing of site. Following Hurricane Matthew, Ceres screened 4,079 CY of sand in Jacksonville Beach, FL. Ceres performed screening totaling 22,000 CY for Point Pleasant Beach and Toms River following Hurricane Sandy During the wildfire recovery project in California, Ceres removed 155,983 CY of contaminated soil.	
Debris Management Sites (DMS)	
Ceres has extensive experience managing disposal sites. Ceres will utilize the DMSS identified by the City. If additional sites are required, Ceres will work closely with the City to secure leasing agreements and permitting for additional facilities. The state or local environmental authority would be notified, and the required information submitted by Ceres. If necessary, Ceres will open additional Debris Management Sites (DMSs), so that the equipment that is on site can make more round trips per day. In this manner daily production can increase as if there was more equipment on site, although what actually happens is that the existing equipment becomes more efficient. Ceres' ACI project in SW Georgia used this method to good success. Ceres opened 32 TDSRS across 13 Counties to keep haul distances short and production high. Both new entrants and the existing haulers mobilized in support for the USACE debris mission. At the mission's peak, Ceres hauled 140,000 CYs in a single day, or 3.3% of the total project. Post-Katrina, Ceres' USACE contract covered 11 Louisiana parishes and required the operation of 54 reduction/disposal sites.	

3.5 Experience Managing Activation of Multiple Contracts

Due to the nature of disaster relief work, it is difficult to project workload; **however, Ceres has the proven resources and experience to handle multiple events and locations.** Our successful experience in multiple response situations as well as our substantial resources and teaming relationships ensures that Ceres' performance on this contract will be to the City's utmost satisfaction.

2023 U.S. Event Responses and Projects

In 2023, Ceres responded to events across the U.S. In the spring, Ceres was activated to Merced and Tulare Counties in California following the destructive Atmospheric River that caused extensive flooding, mudslides, and general debris displacement. At the same time, strong winter storms impacted parts of Texas. Ceres mobilized to the City of Austin and Williamson County to remove debris caused by high winds and harsh winter elements.

In the summer, the State of Vermont activated Ceres following the Great Vermont Flood, one of the worst natural disaster events to impact Vermont this century. Major cities and towns were completely inundated, where hundreds of structures were damaged or destroyed.

As Ceres forces were at work in Vermont, Hurricane Idalia made landfall just south of Perry, FL as a Category 3 storm. Many communities throughout Northern Florida and Georgia were impacted by heavy winds and rain. Ceres worked alongside the City of Perry, FL, Taylor County, FL, Glynn County, GA, Columbia County, GA, and FDOT to remove the debris that caused disruption for thousands of citizens.

Throughout the year, Ceres performed routine work and continued to execute ongoing projects. Please see below:



2022 U.S. Event Responses and Projects

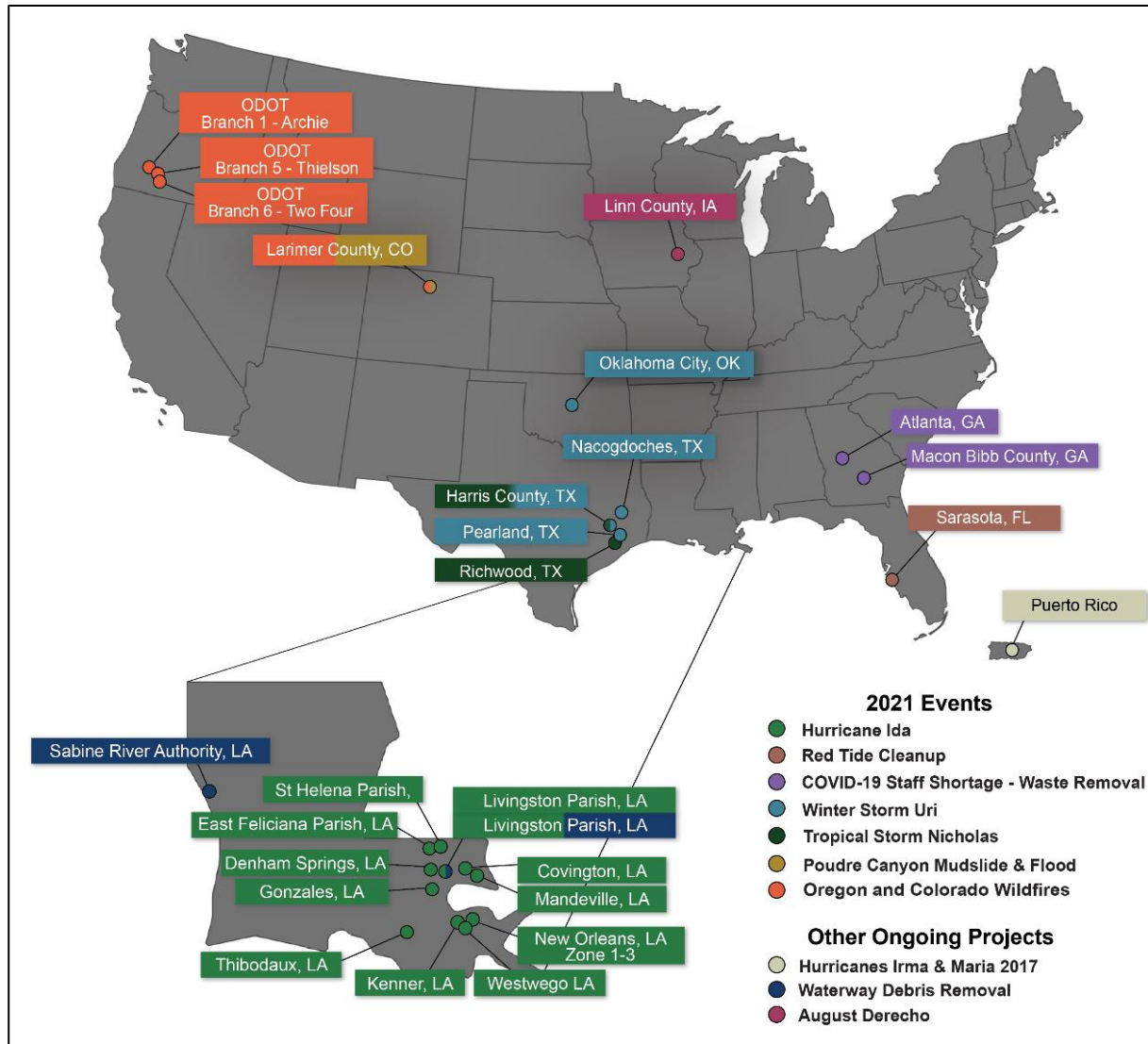
In September 2022, Hurricane Ian impacted Florida as a Category 4 Storm. As a result, Ceres received 25 contract activations across the state. Two of these contracts got activated again when Hurricane Nicole affected Florida a month and a half later.

That same year, Ceres also responded to the South Carolina DOT following a winter storm, removed fire debris in New Mexico, and worked in Louisiana, Iowa, and South Dakota to clear debris from waterways. Additionally, Ceres helped the City of Atlanta, GA with routine debris removal when the City experienced shortage of staff due to COVID-19.



2021 U.S. Event Responses and Projects

In 2021, Ceres responded to Hurricane Ida in Louisiana, Hurricane Nicholas and Winter Storm Uri in Texas, a Derecho in Iowa, a mudslide, and a fire in Colorado, all while finishing up projects due to the 2020 Labor Day fire in Oregon and Hurricanes Laura and Delta in Louisiana. Additionally, Ceres cleaned up extensive amounts of waterway debris in Livingston Parish, Louisiana as part of the NCRS Emergency Watershed Protection Program. Ceres successfully managed over 30 projects in total.



2019 – 2020 U.S. Event Responses and Projects

In 2020, Ceres responded to 21 jurisdictions following disasters ranging from tornadoes to hurricanes to ice storms. Additionally, Ceres worked in Butte County, California as a part of the CalRecycle Disaster Recovery effort. The project started in May of 2019 and finished in February of 2020.



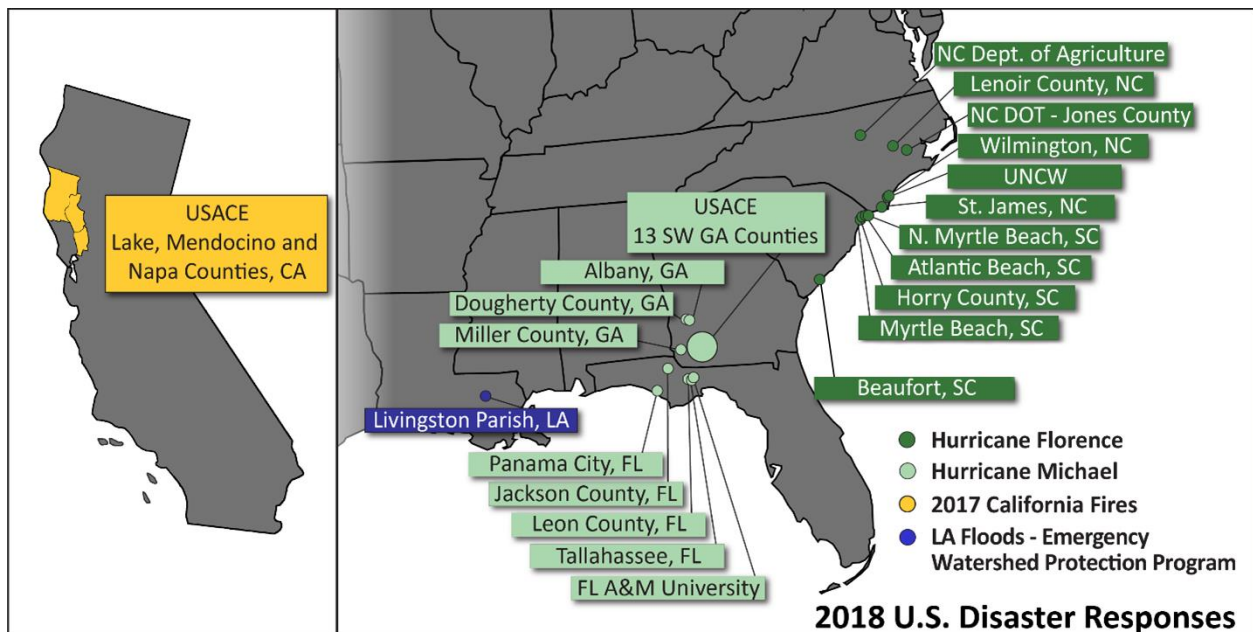
2018 U.S. Event Responses and Projects

From January to June 2018, Ceres actively worked in Lake, Mendocino, and Napa (LMN) Counties as part of the U.S. Army Corps of Engineers (USACE) Disaster Recovery effort after the President declared a federal State of Emergency as a result of the Northern California Wildfires.

From May to November 2018, Ceres worked in Livingston Parish, LA to remove vegetative debris from waterways. The project was aimed at reducing flooding and improving navigation along the Tickfaw River, Natalbany River and West Colyell Creek.

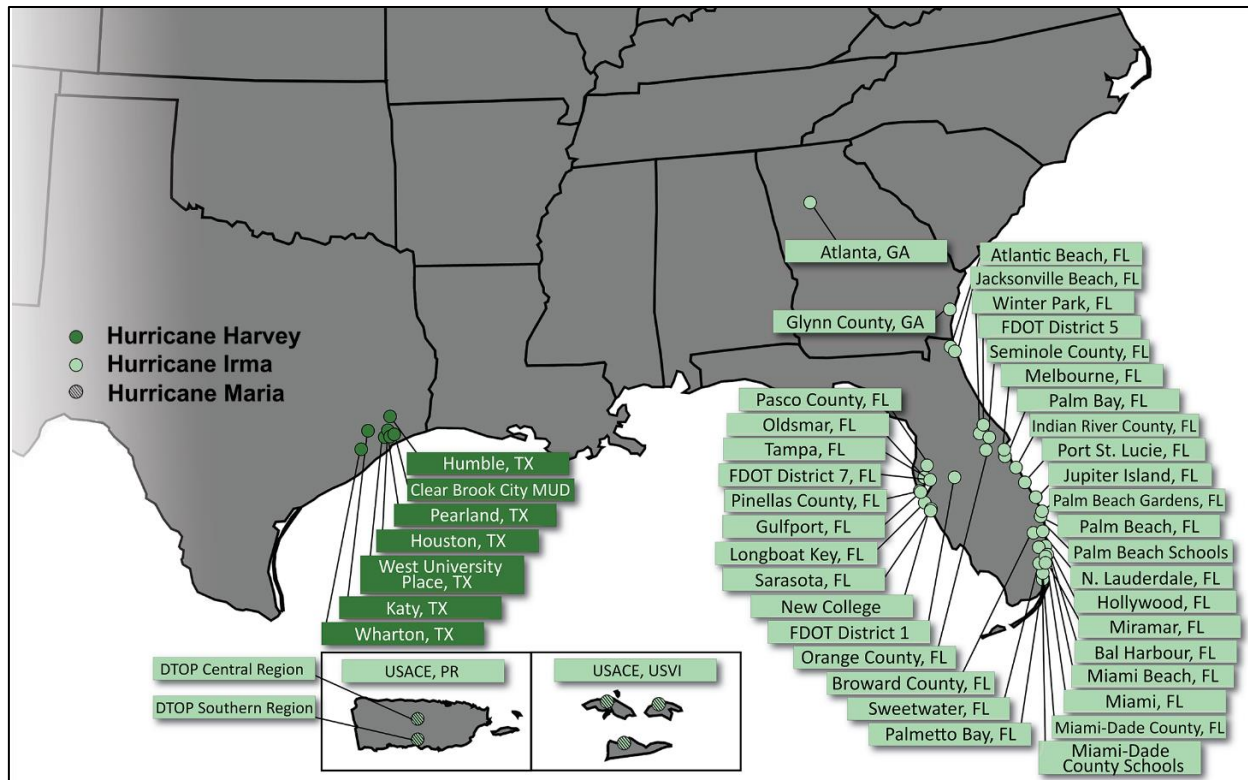
In September of 2018, Ceres responded to 12 different jurisdictions in North and South Carolina after they were struck by Hurricane Florence. A few weeks later, Hurricane Michael struck the Florida panhandle, making it the first Category 4 hurricane ever to make landfall in that area. As it moved inland, it decreased in intensity to become a Category 3 storm – the first to ever strike the State of Georgia. Following that storm, Ceres was activated by the USACE under the ACI SAD Restricted contract in 13 Georgia counties, while we were also actively working in additional jurisdictions in both Florida and Georgia.

Additionally, Ceres operated two year-round green waste reduction yards in Texas and Minnesota, producing mulch and compost for sale back to the general public.



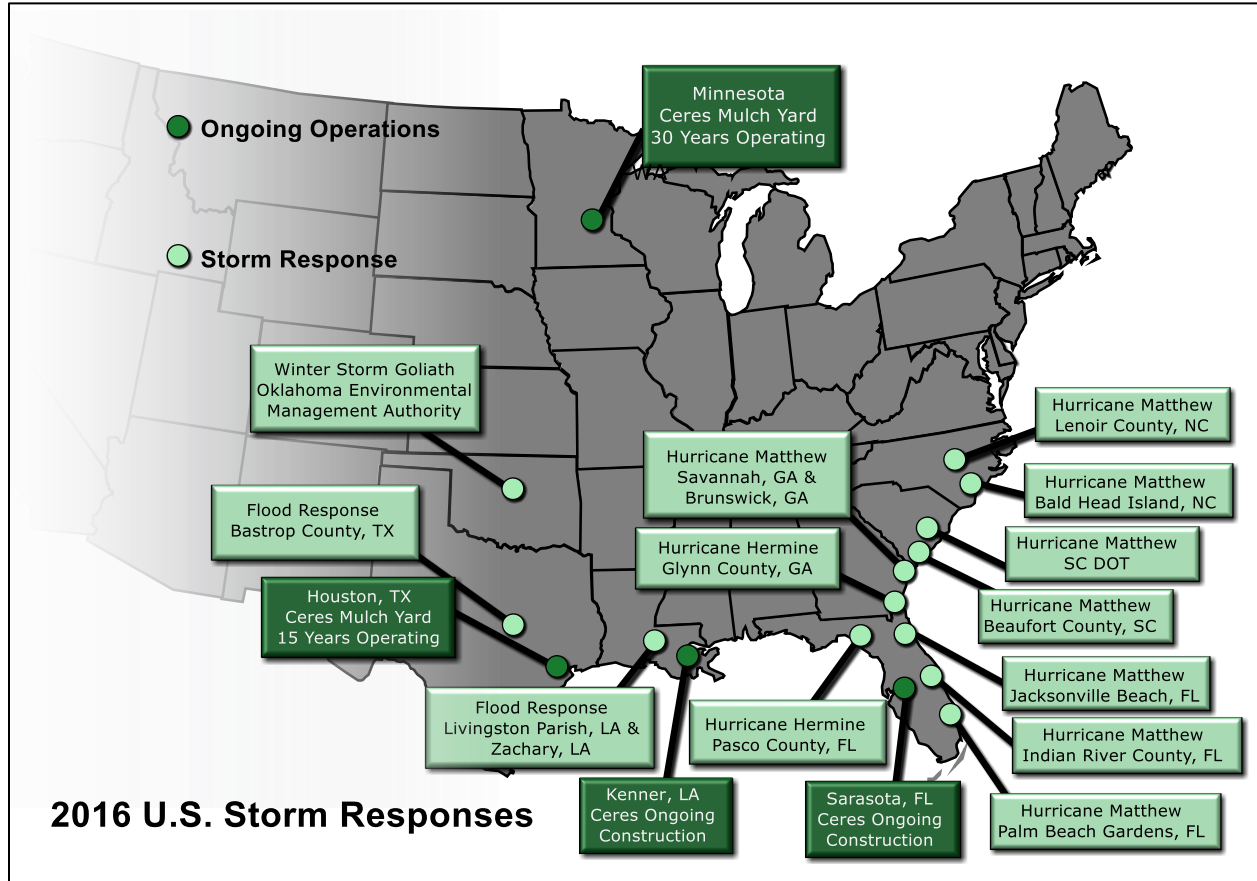
2017 U.S. Event Responses and Projects

In August 2017, Ceres responded to seven jurisdictions in Texas following Hurricane Harvey. Within the next several weeks, Ceres responded to 35 jurisdictions in Florida and performed two emergency contracts in Georgia after Hurricane Irma. Additionally, Ceres worked under the U.S. Army Corps of Engineers (USACE) in Puerto Rico and the Virgin Islands, where both Hurricanes Irma and Maria caused severe damage and devastation.



2016 U.S. Event Responses and Projects

In 2016, Ceres was already working in Louisiana following heavy rains and flooding when Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other. Ceres responded to several counties in Florida and Georgia after Hurricane Hermine and then to an additional 14 jurisdictions in Florida, Georgia, South Carolina, and North Carolina after Hurricane Matthew.



3.6 Experience with FEMA and other Governmental Agencies

From experience on over over 330 FEMA-reimbursed projects, Ceres Environmental Services, Inc. knows that accurate and organized recordkeeping and reporting is vital to successful completion of a project. To fulfill this need, Ceres provides support and assistance through every step of the project. After the project is completed, Ceres will attend post-project briefings and provide our lessons learned and recommendations for the next project to the City of Mount Dora. Ceres' careful attention to documentation and strict quality control procedures will aid in the acceptance of a claim for reimbursement. **Throughout Ceres' history, no client has been denied reimbursement for work Ceres has performed.**

Ceres has FEMA reimbursement liaison officers on staff that provide expertise to Ceres and the City in order that all Project Worksheet activities and other reimbursement documentation are filed successfully. **Refer to Section 5.5 for FEMA Training and Program Assistance.**

Over the past ten years, all of Ceres' clients eligible for FEMA reimbursement have received the maximum amount for which their jurisdiction was eligible, **typically between 75% and 100%** based on FEMA regulations. One of the things that can greatly affect reimbursement is careful recordkeeping. Ceres will assist City of Mount Dora with record keeping ensuring maximum reimbursement. **Ceres will meet all program standards as provided for in the FEMA Public Assistance Program and Policy Guide.**

Even long after Project Worksheet development, submittal and funding, Ceres supports its clients during the closeout and audit process. In 2020, Florida Division of Emergency Management's consultant, KPMG, requested additional information on two projects during closeout – Indian River County, Florida and Palm Beach County, Florida. Ceres was able to assist the client with detailed documentation that met KPMG's needs and resolved the outstanding closeout issues quickly. Similarly, in 2021 and 2022, Ceres assisted Vermillion Parish and Allen Parish with Hurricane Laura/Delta Project Worksheet development and closeout. Because we have great understanding and experience with the FEMA reimbursement process, we keep detailed records during and after the project. When clients like Vermillion Parish or Allen Parish request assistance, Ceres can quickly pull project records and provide them to the client to satisfy State and FEMA requests. **Refer to Section 5.6 for Documentation for Maximum FEMA Reimbursement.**

The following are some of the examples of our FEMA reimbursement experience.

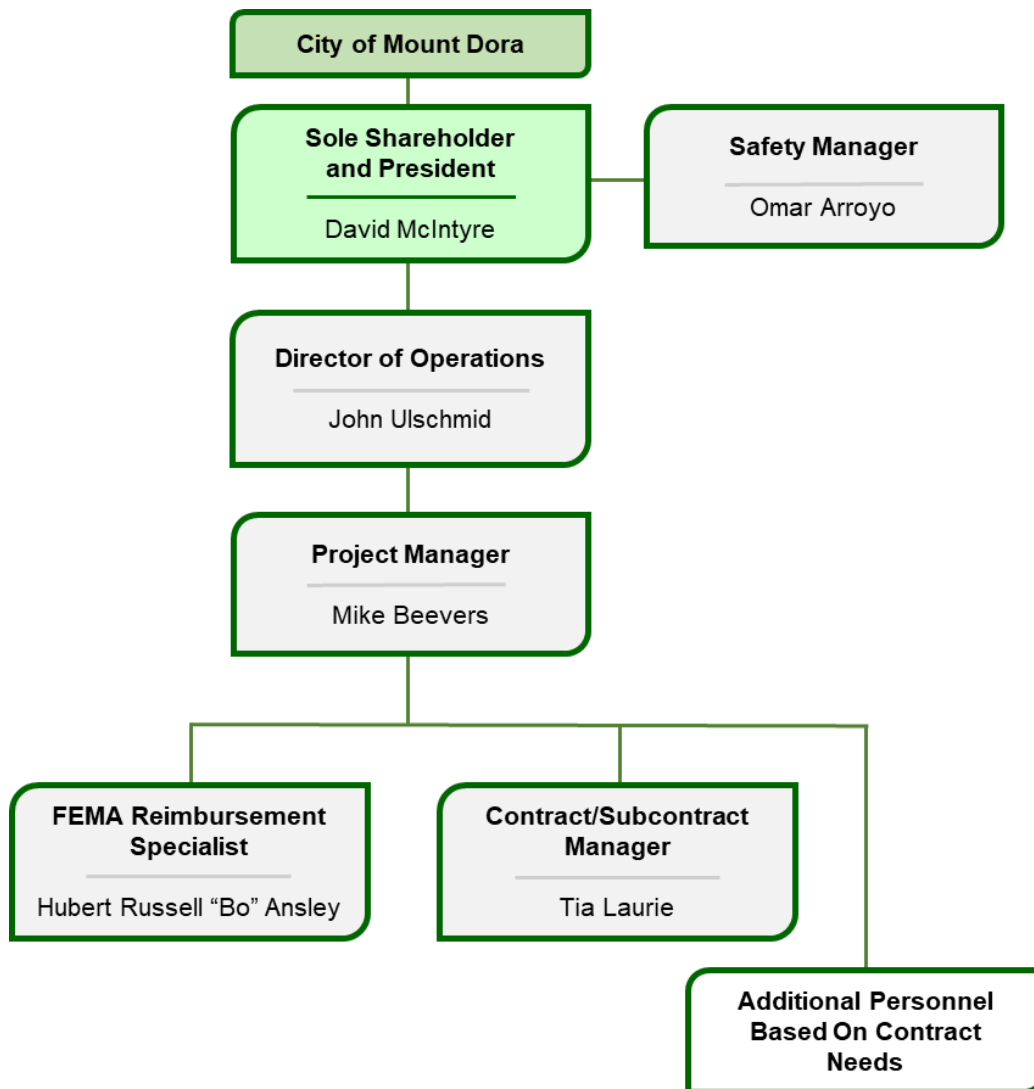
Owner	Location	Title of Work	Total Cost of the Project	Time Period	Percentage of Fed and State Funds Received	Description
Cape Coral	Cape Coral, FL	Emergency Disaster Assistance and Debris Removal	\$64,888,996	September 2022 – May 2023	100% Fed. for the first 60 days, outside 60 days: 90% Fed., 5% State, 5% Local	Removal of Debris Following Hurricane Ian
North Port	North Port, FL	Disaster Debris Clearance and Removal Services	\$42,031,396	October 2022 – March 2023	100% Fed. for the first 60 days, outside 60 days: 90% Fed., 5% State, 5% Local	Removal of Debris Following Hurricane Ian
Livingston Parish	Livingston Parish, LA	Debris Removal & Site Management for Debris Reduction and Emergency Roadway Clearance	\$24,632,444	August 2021 – January 2022	100% Fed. cost share reimbursement for recovery costs incurred within the first 30 days of the disaster emergency declaration. 90% Fed. reimbursement after the first 30 days	Removal and disposal of debris following Hurricane Ida
Cameron Parish	Cameron Parish, LA	Debris Clearance and Removal Services	\$28,880,677	August 2020 – May 2021	100% Fed. for the costliest 30 days, outside costliest 30 days: 90% Fed., 5% State, 5% Local	Removal, reduction, and disposal of debris generated from Hurricanes Laura and Delta

Owner	Location	Title of Work	Total Cost of the Project	Time Period	Percentage of Fed and State Funds Received	Description
Linn County	Linn County, IA	Debris Clearance and Removal Services	\$9,476,677	August 2020 – January 2021	75% Fed., 12.5% State, 12.5% Local	Removal and disposal of debris resulting from August derecho.
U.S. Army Corps of Engineers	13 Counties across Southwest Georgia	ACI Debris Management	\$134,159,610	October 2018 – March 2019	100% Fed.	Removal of debris and hauling following Hurricane Michael within 13 Southwest Georgia Counties.
Seminole County	Seminole County, FL	Disaster Debris Hauling Services	\$13,151,655.57	September 2017 – January 2018	75% Fed., 12.5% State (90% Fed. for the first 30 days ending 10/18/17; 80% for 60 more days through 12/17/17)	Hauling debris resulting from Hurricane Irma
Columbia County	Columbia County, GA	Removal and Disposal of Disaster Debris	\$8,539,038.00	February – August 2014	85% Fed., 8.5% State	Removal, collection, reduction, and disposal of over 500,000 CY of vegetative debris

3.7 Key Personnel Qualifications

Ceres Environmental Services, Inc. has over 200 employees, many of whom are professional staff. Our staff hold degrees in areas such as Structural and Civil Engineering, Business Administration, Forestry, Geology, Science, and Accounting. As part of the Company's dedication to quality and safety, many of Ceres' management staff are U.S. Army Corps of Engineers-certified in Construction Quality Management; are FEMA-certified in NIMS; are Red Cross-certified in first aid; and have completed OSHA's 40-hour safety training course. Ceres' management has worked extensively on FEMA-reimbursed contracts and has demonstrated its ability to respond to large-scale events.

For the City of Mount Dora, Ceres will provide exceptionally qualified personnel to lead the efforts for any event occurring for which our services are required. The following core team will be assigned to Mount Dora for the life of the contract. Additional personnel will be assigned based on the size and severity of an event affecting Mount Dora.



Mr. David McIntyre is the **Founder and President** of Ceres Environmental Services Inc. Mr. McIntyre created the company in 1976 and has personally managed or supervised over 300 FEMA-reimbursed contracts, the majority of which were disaster debris-related projects. He has performed superbly in hiring, training, and supervising an excellent team of personnel, resulting in Ceres' extensive list of satisfied customers. Mr. McIntyre's history includes his on-the-ground, on-site management of debris contracts during Ceres' large-scale response to several major disasters. The disaster debris projects include major

projects for the USACE, including Ceres' 2018 ACI SAD Contract activation in the State of Georgia following Hurricane Michael; USACE work in response to the Northern California Wildfires in 2018; Alabama 2011 tornadoes response; 2008 Hurricane Ike USACE ACI response; 2005 Hurricane Katrina USACE and local jurisdiction debris management projects; and the Hurricane Georges USACE response in 1998. Mr. McIntyre has been Project Manager of many of the debris projects for Ceres and has been Operations Manager of many of them as outlined below. He has also presided over the performance of over 95 additional contracts with branches of the U.S. federal government regarding demolition, grinding, abatement, clearing, and other work. These government branches include the U.S. Army Corps of Engineers; U.S. Navy, Army, and Air Force; U.S. Department of the Interior; and the U.S. Department of Agriculture.

Mr. John Ulschmid is our **Director of Operations**. Mr. Ulschmid has more than 34 years of experience with Ceres Environmental Services, Inc. including project management of multiple FEMA-reimbursed contracts. Mr. Ulschmid manages the company's Construction and Demolition Division as well as various operational aspects of the Emergency Management Services Division, concurrently with the company's Public Affairs and Logistics Management. Mr. Ulschmid has also worked on a variety of other emergency response projects including emergency building demolitions due to floods, Emergency Bank Stabilization of the Mississippi River Lock and Dam 8, and multiple floodway and water control and mitigation construction projects. He has provided project management, supervision, and administration to several federal government clients including the U.S. Army Corps of Engineers, U.S. Air Force, U.S. Navy, U.S. Army, CAL OES, LA DOTD, and TX DOT along with multiple projects with cities, counties, municipalities, and other public agencies with revenues totaling in excess of \$1 Billion. Mr. Ulschmid attended the University of Minnesota, Carlson School of Management where he holds a bachelor's degree in management information systems.

Mr. Mike L. Beevers is the **Project Manager** assigned to the City of Mount Dora. Mr. Beevers has been in environmental services for almost 20 years, starting in earthwork and contracting and moving to disaster response and mobile recycling. He has experience managing employees along with hiring, scheduling, and managing multiple subcontractors for large projects. Mr. Beevers has responded to various types of disasters, including hurricanes, ice storms, tornadoes, floods, and fires following Hurricanes Ian and Nicole. Mr. Beevers is an expert in project management and has managed multiple projects where over a million cubic yards of debris was removed.

Mr. Hubert Russell (Bo) Ansley will be the **FEMA Reimbursement Specialist** assigned to Mount Dora. Mr. Ansley worked with the U.S. Army Corps of Engineers (USACE) for 33 years. His experience includes Emergency Management; Technical Support to FEMA applicants, and sub-applicants to ensure FEMA eligibility, compliance with State regulations and adherence to contract specifications; review of FEMA eligibility and processing documentation for FEMA reimbursement; training sessions with clients; and development of new documentation systems. His experience runs deep both with Ceres and the US Army Corps of Engineers (USACE), where he served as a technical liaison to FEMA for Emergency Support Function 3 (ESF3) – Public Works and Engineering, and a Senior Level Debris Removal Subject Matter Expert (SME).

Ms. Tia Laurie, a West Point graduate, is our **Contract/Subcontractor Manager**. She is responsible for the overall administrative response to all disaster response and recovery missions, including contracting and subcontracting. Ms. Laurie provides a background in several fields including quality control, construction, logistics, management, and contracting. She is adept at ensuring that our subcontractors and equipment are in place and ready to work when needed. She keeps an extensive list of subcontracts, both local and throughout the country, in case specialty work is required. Ms. Laurie understands the importance of local recovery and knows that it means more than just clearing debris – it means providing jobs in the area. She is expert at finding qualified personnel in any area throughout the United States. Ms. Laurie also provides management in the areas of maintaining and upgrading the subcontractor database, registration process, and evaluation criteria, as well as creating and executing applicable training programs for subcontractors. Ms. Laurie will be immediately available to locate and check the credentials of all required subcontractors and to pre-stage necessary equipment, ensuring that City of Mount Dora efforts are well under way within the time frames required.

Mr. Omar Arroyo is the **Safety Manager** assigned to the City. Mr. Arroyo has more than 17 years of professional experience in safety management. He has worked in various fields including debris management, civil construction, new construction, and oil, dealing with all aspects of Environmental Health and Safety Management and Training.

Ceres' personnel are trained in FEMA regulations and are schooled in the use of FEMA Public Assistance Debris Management Guide FEMA 325, as well as additional resource books Public Assistance Guide FEMA 322 and Public Assistance Policy Digest 321.

For more extensive information on the qualifications of Ceres project management team, please see their resumes within this proposal. Resumes of the additional key personnel that will be made available depending on the size and severity of the event are included as well.

If for any reason key personnel named in this proposal are not available for a City of Mount Dora event, or are not acceptable to the City, personnel with equivalent or better backgrounds and skills will be made available and will be presented for approval.

3.8 Key Personnel Resumes and Certifications

Management Oversight

David A. McIntyre, Sole Shareholder and President

David McIntyre is the founder and sole shareholder of Ceres Environmental Services, Inc., and affiliated companies. He created the company in 1976 and has personally managed or supervised over 300 FEMA-reimbursed contracts, including over 250 disaster debris-related projects. He has performed superbly in hiring, training, and supervising an excellent team of personnel, resulting in Ceres' extensive list of satisfied customers. Mr. McIntyre's history includes his on-the-ground, on-site management of debris contracts during Ceres' large-scale response to several major disasters. The disaster debris projects include major projects for the USACE, including Ceres' 2018 ACI SAD Contract activation in the State of Georgia following Hurricane Michael; USACE work in response to the Northern California Wildfires in 2018; Alabama 2011 tornadoes response; 2008 Hurricane Ike USACE ACI response; 2005 Hurricane Katrina USACE and local jurisdiction debris management projects; and the Hurricane Georges USACE response in 1998.

Mr. McIntyre has been the Project and Operations Manager for many of the projects outlined below. He has also presided over the performance of over 95 additional contracts with branches of the U.S. federal government regarding demolition, grinding, abatement, clearing, and other work. These government branches include the U.S. Army Corps of Engineers; U.S. Navy, Army, and Air Force; U.S. Department of the Interior; and the U.S. Department of Agriculture.

PROFESSIONAL EXPERIENCE

- **Hurricane Idalia 2023.** Management oversight for debris removal in Florida and Georgia following a Hurricane Idalia. Over 1,800,000 cubic yards of debris were removed.
- **California Floods 2023.** Management oversight for flood debris removal services in Tulare County, CA and Merced, CA.
- **Texas Winter Storm Mara 2023.** Management oversight for debris removal in two Texas jurisdictions following a winter storm. 330,846 cubic yards of debris were removed.
- **State of Vermont Summer Flood 2023.** Management oversight for 5,920 tons of debris removal in (sixteen) 16 jurisdictions across the State of Vermont
- **Hurricanes Ian and Nicole 2022.** Management oversight for 27 contract activations in Florida. Two of these projects surpassed 2 million cubic yards of debris each.
- **Hurricane Ida 2021.** Management oversight for debris removal in 14 Louisiana jurisdictions.
- **Oregon Wildfire Recovery 2020-2022.** Management Oversight for Oregon Department of Transportation providing Hazard Tree Removal Services for Operational Branch 1: Archie Creek Fire, Douglas County, Operational Branch 5: Thielson Fire, Douglas County and Operational Branch 6: Two Four Two Fire, Klamath County. 22,311 trees were removed.
- **Oklahoma Ice Storm 2020.** Management oversight for debris removal in 5 cities following an ice storm. Over 200,000 cubic yards of debris were removed.
- **Hurricanes Laura, Hanna, Sally, Delta, and Zeta 2020.** Provided management oversight for 13 individual contract activations across Louisiana, Texas, and Florida.
- **Linn County, IA Derecho 2020.** Management oversight for removal, reduction, and disposal of 681,998 cubic yards of derecho generated debris.
- **California Wildfires – Camp Fire, Butte County 2020 – 2021.** Project Manager for the CalRecycle removal of hazardous trees generated by the Camp Fire wildfire in North-Central California in 2017.
- **Hamilton County, TN Tornado 2020.** Provided management oversight for removal and disposal of tornado generated debris in Hamilton County. Over 409,500 cubic yards of debris were removed.
- **Jones County, MS Tornado 2020.** Provided management oversight for removal and disposal of over 240,000 cubic yards of tornado generated debris in Jones County.
- **California Wildfires – Camp Fire, Butte County 2019.** Project Manager for the CalRecycle clean-up project for hauling and disposal of debris generated by the Camp Fire wildfire in North-Central California in 2019, which is the largest debris mission in California in more than 100 years. 768,558 tons of debris were removed.
- **Northern California Wildfire Debris Removal 2018.** Provided management oversight for the USACE debris removal project in Lake, Mendocino and Napa Counties, CA following the fires between October and December of 2017.

- **Hurricane Michael USACE Response 2019.** Project Manager/Operations Manager for work in 13 Georgia Counties.
- **Hurricanes Michael and Florence 2018 – 2019.** Provided management oversight for 13 individual contract activations in jurisdictions across North Carolina, South Carolina, Florida and Georgia
- **Hurricanes Irma and Harvey 2017.** Provided management oversight for more than 45 disaster recovery projects in Florida and Texas.
- **Southeast Tornadoes 2017.** Provided management oversight for disaster recovery projects in Georgia and Louisiana following early tornadoes.
- **Hurricanes Hermine and Matthew 2016.** Provided management oversight for over 20 individual projects following Hurricane Hermine in September and Hurricane Matthew in October.
- **Louisiana Flooding 2016.** Provided management oversight for Ceres response to Louisiana floods in August following heavy rains.
- **Oklahoma Storms 2015.** Provided management oversight to Ceres response to Winter Storms Cara and Goliath. Ceres responded to six different jurisdictions in Oklahoma.
- **Livingston Parish Waterway Cleanup 2015.** Management oversight for Ceres response during the removal of vegetative, C&D and white goods debris removal in Louisiana.
- **Alabama Tornadoes 2014.** Management oversight for Ceres response in several Alabama cities damaged by May tornadoes. Ceres provided removal and disposal services for eligible debris.
- **Winter Storm Pax 2014.** Management oversight for Ceres response in Georgia and North Carolina. Ceres provided removal and disposal of storm-related debris in both states.
- **Winter Storm 2013.** Management oversight for early winter storm in October 2013. Ceres provided removal and disposal of disaster-related vegetative debris in South Dakota.
- **Upper Midwest Ice Storm 2013.** Management oversight for Ceres' response to spring ice storms in South Dakota and Minnesota, including work in rights of way, parks and waterways.
- **Hurricane Sandy 2012-2013.** Management oversight for Ceres response in New York and New Jersey. Ceres performed multiple projects in New York and New Jersey.
- **Hurricane Isaac 2012.** Management oversight of five separate contracts in response to Hurricane Isaac. Ceres provided recovery services to Jefferson Parish, Kenner, Livingston Parish, Denham Springs and St. Bernard Parish.
- **Winter Storm Alfred 2011.** Provided management oversight for response to unseasonal snowstorm in the Northeast. Ceres managed over 320,000 CY of debris in two locations.
- **North Dakota Flooding 2011.** Provided management oversight for emergency levee removal and repair projects after historic flooding in spring of 2011 near Minot, North Dakota. Ceres removed emergency levees and repaired damage to existing levees.
- **Hurricane Irene 2011.** Provided management oversight for response to Hurricane Irene's impact on the Atlantic coast. Ceres managed 120,000 CY of debris in two locations.
- **Alabama Tornadoes 2011.** Provided management oversight for response to record-setting tornadoes that hit the Southeast. Presided over four contracts in Alabama, including management of over 1 million CY of debris in Jefferson County.
- **New Zealand Earthquake 2011.** Oversight of response to Christchurch earthquake. Established a New Zealand branch office of Ceres to work in conjunction with the Canterbury Earthquake Recovery Authority (CERA) to provide extensive disaster response services including debris management, design-build seismic stabilization, demolition/deconstruction/implosion services and large-scale materials recycling operations. Working as a capital partner, developer and construction manager in the country to help salvage and repair damaged buildings.
- **Haiti 2010-2013.** Oversight of response to the devastating earthquake that hit Haiti in January 2010. Provided management oversight of a survey contract for the International Office on Migration, an \$11M landfill management and debris reduction site contract for the Haitian Ministry of Public Works and Communications (MTPTC) and The World Bank, environmental remediation projects for World Vision and new construction in the country.
- **Hurricane Ike 2008.** Presided over debris collection, transportation, and disposal on 11 different contract locations in Texas and Louisiana
- **Hurricane Gustav 2008.** Oversight of collection, transportation, processing, and disposal of over 1.9 million cubic yards of debris; Trimming and removal of hazardous trees in Louisiana
- **Hurricane Dolly 2008.** Provided oversight and management guidance in debris collection, transportation, recycling, and disposal in Texas

- **Hurricane Wilma & Rita 2005.** Directed debris collection, transportation, and disposal, Emergency temporary roofing installation in Florida
- **Hurricane Katrina 2005.** Lead Project Manager for collection, transportation, processing, and disposal of over 13 million cubic yards of debris; Trimming and removal of over 165,000 hazardous trees; Asbestos abatement and demolition of 916 buildings; Decontamination and disposal of over 315,000 white goods in 11 Louisiana Parishes; Emergency temporary roofing installation of over 21,000 buildings in 32 Mississippi counties
- **Hurricane Ivan 2004.** Project Manager in collection, transportation, and disposal of over 680,000 cubic yards of debris including the processing of over 505,000 cubic yards of debris in Florida
- **Hurricane Jeanne & Frances 2004.** Managed the collection, transportation, and disposal of over 404,000 cubic yards of debris in 13 Florida counties
- **Hurricane Charley 2004.** Directed Debris collection, transportation, and disposal; Emergency temporary roofing installation in 4 Florida counties
- **Hurricane Isabel 2003.** Project Management to debris removal and disposal in Virginia
- **Hurricane Floyd 1999.** Lead Project Manager to debris removal and disposal in North Carolina
- **Oklahoma City Tornadoes 1999.** Lead project manager for USACE contract providing debris removal, managing multiple debris sites, and demolishing damaged residential structures.
- **Hurricane Georges 1998.** Presided over collection and disposal of over 2.3 million cubic yards of debris; Management of 17 TDSR sites; Emergency temporary roofing installation on over 3,000 buildings in Puerto Rico.
- **Hurricane Fran 1996.** Project management for USACE contract providing debris removal, reduction and site management.
- **Hurricane Andrew 1992.** Lead Project Manager to debris collection, transportation, and disposal; Provided USACE with 25 new chippers/grinders with 48 hours in Florida

EDUCATION/CERTIFICATIONS

- Graduate coursework in Physics, Chemistry, and Mathematics from the University of Minnesota Institute of Technology and University of Minnesota
- Licensed Florida General Contractor
- Recognized as a Patriotic Employer by the Office of the Secretary of Defense

Key Project Team

John Ulschmid, Director of Operations

Mr. Ulschmid has more than 35 years of experience with Ceres Environmental Services, Inc. including project management of multiple FEMA-reimbursed contracts. Mr. Ulschmid manages the company's Construction and Demolition Division as well as various operational aspects of the Emergency Management Services Division, concurrently with the company's Public Affairs and Logistics Management. Mr. Ulschmid has also worked on a variety of other emergency response projects including emergency building demolitions due to floods, Emergency Bank Stabilization of the Mississippi River Lock and Dam 8, and multiple floodway and water control and mitigation construction projects. He has provided project management, supervision, and administration to several federal government clients including the U.S. Army Corps of Engineers, U.S. Air Force, U.S. Navy, U.S. Army, CAL OES, LA DOTD, and TX DOT along with multiple projects with cities, counties, municipalities, and other public agencies with revenues totaling in excess of \$1 Billion. Mr. Ulschmid attended the University of Minnesota, Carlson School of Management where he holds a bachelor's degree in management information systems.

PROFESSIONAL EXPERIENCE

- **Merced, CA, July 2023 – March 2024** – Management Oversight for removal and disposal of debris resulting from the California Atmospheric River Flood Event.
- **Tulare County, CA – March 2023 – September 2023** – Management Oversight for removal and disposal of debris resulting from the California Atmospheric River Event.
- **Carroll County, MS April 2023 – July 2023** - Project Manager for removal and disposal of debris as a result of the March tornadoes
- **Austin, TX February 2023** – Management Oversight for removal and disposal of debris as a result of Winter Storm Mara
- **Hurricane Idalia 2023.** Management oversight for Ceres' response to Hurricane Idalia. Over 1,800,000 cubic yards of debris were removed.
- **Archie Creek Fire Tree Removal 2020 – 2022.** Senior Director for the Oregon Department of Transportation hazardous tree removal project following the Archie Creek Fire in Oregon.
- **California Wildfires – Camp Fire, Butte County 2019-2020.** Senior Director for the CalRecycle clean-up project for hauling and disposal of debris generated by the Camp Fire wildfire in North-Central California in 2018, which is the largest debris mission in California in more than 100 years. 768,558 tons of debris were removed.
- **Hurricane Michael- SW Georgia 2018.** Deputy Operations Manager for USACE debris removal operation in 13 SW Georgia counties.
- **U. S. Virgin Islands Hurricane Recovery 2017-2019.** Project Manager for response to Hurricanes Irma and Maria on St. Croix, St. Thomas and St. John for debris removal and processing, marine vessel processing, and off-island disposal of 600K CY. C&D Debris was disposed of in CONUS requiring federal and state approvals and permitting.
- **Alabama Tornadoes 2011.** Management oversight for response to record-setting tornadoes that hit the Southeast, including management of over 1 million CY of debris in Jefferson County.
- **Emergency Levee Removal- Minot ND 2011.** Project Manager for emergency levee removal post Souris River flooding (a greater than 100-year flood event).
- **Hurricane Ike 2008.** Project management, logistics management, and contract administration of operations in Texas.
- **Hurricane Gustav 2008.** Supervision and contract administration of company operations for debris removal and disposal; Project Manager of HVAC project and LA DOTD roadway drainage repairs and improvements project in Louisiana
- **Hurricane Rita 2005.** Project management for debris removal and disposal of over 4.5 million cubic yards; Reduction of over 1.1 million cubic yards of debris; Removal and disposal of e-waste; demolition of approximately 253 storm damaged buildings in Terrebonne and Calcasieu Parishes, Louisiana
- **Hurricane Katrina 2005.** Project Manager for debris removal operations including 13 million cubic yards of hurricane debris in 11 Louisiana parishes; trimming and removal of over 165,000 hazardous trees; supervised over 12 miles of emergency levee repair & stabilization projects in St. Bernard and Plaquemines Parishes, Louisiana

- **Hurricanes Jeanne & Frances 2004.** Operations Manager in the collection and disposal of over 404,000 cubic yards of debris in Florida
- **Ice Storm 2002.** Safety Officer and Contract Administrator for operations which hauled more than 510,000 cubic yards of debris in Kansas City, Missouri

CERTIFICATIONS/TRAINING

- USACE CQM certified
- First Aid/CPR certified

Mike L. Beevers, Project Manager

Mr. Beevers has been in environmental services for almost 20 years, starting in earthwork and contracting and moving to disaster response and mobile recycling. He has experience managing employees along with hiring, scheduling, and managing subcontractors for large projects. Mr. Beevers has expertise in responding to various types of disasters, including hurricanes, ice storms, tornadoes, floods, and fires.

PROFESSIONAL EXPERIENCE

- **Hurricane Idalia, 2023.** Project Manager for debris removal operations following Hurricane Idalia in Columbia County, FL, Taylor County, FL, and Perry, FL.
- **Louisiana Windstorm 2023.** Project Manager for Shreveport, LA. Just under 200,000 cubic yards of debris was removed following a windstorm in July.
- **Hurricanes Ian and Nicole 2022.** Operations Manager providing oversight for debris removal in 5 Florida jurisdictions.
- **Hurricane Ida 2021.** Operations Manager for debris removal in 7 Louisiana jurisdictions.
- **Winter Storm Uri 2021.** Project Manager for debris removal operations in response to an ice storm for Pearland, TX, Nacogdoches, TX, and Harris County, TX.
- **Hurricanes Laura, Delta, and Zeta 2020.** Project Manager for Cameron Parish, LA as a result of Hurricane Laura. Project Manager for St. Martin Parish, LA, Nederland, LA and Scott, LA as a result of Hurricane Delta. Project Manager for Lafourche Parish, LA and New Orleans, LA as a result of Hurricane Zeta.
- **Linn County, IA Derecho 2020.** Project Manager for Linn County, IA. Over 1 million cubic yards of debris were hauled as part of this project.
- **Jones County, MS Tornado 2020.** Project Manager for Jones County for the cleanup after a tornado in April 2020. Over 200,000 cubic yards of debris were hauled as part of this project.
- **Santa Rosa County, FL Wind Event 2020.** Project Manager for Santa Rosa County, FL debris removal project after a severe storm and wind event. 595,746 cubic yards of debris were removed.
- **Bahamas September 2019 – 2020.** Project Manager for debris removal on public and private property in response to category five Hurricane Dorian.
- **Hurricane Michael 2018.** Project Manager for Jackson County, FL for the cleanup of debris in October of 2018.
- **Hurricane Maria 2017 – 2018.** Project Manager for central zones in Puerto Rico roofing projects.
- **Hurricane Irma 2017.** Project Manager for Seminole County, FL. Over 1 million cubic yards of debris were hauled as part of this project.
- **Hurricane Harvey 2017.** Project Manager for the City of Pearland, TX debris removal project.
- **Hurricane Matthew 2016.** Project Manager for debris removal project in Beaufort County, South Carolina. Oversaw debris collection and removal from County-wide public and private roads and rights-of-way, resulting in over 1,000,000 cubic yards of debris collected.
- **Hurricane Hermine 2016.** Project Manager for debris removal project in Taylor County, Florida following a September hurricane. Oversaw collection of vegetative and C&D debris, as well as white goods and household hazardous waste. 238 white good unites were removed.
- **Louisiana Floods 2016.** Project Manager for Ceres response to the City of Zachary following August flooding.
- **Louisiana Levee Construction 2014 – 2015.** Fleet Logistics Manager for USACE levee construction projects in LA.
- **Winter Storm Pax 2014.** Truck Boss for ice storm clean up in Guilford County, North Carolina. Over 417,000 cubic yards of debris were removed.
- **Black Forest Fire 2013.** Superintendent for debris removal following forest fire in El Paso County, Colorado. Over 100,000 cubic yards of debris were removed.
- **Upper Midwest Ice Storm 2013.** Project Manager/Truck Boss in Rapid City, SD debris removal project as well as mulch haul superintendent. Knuckleboom operator in Minneapolis for stump removal project.
- **Hurricane Isaac 2012.** Project Manager for debris clean up in LaFourche Parish, LA.
- **2011–2013: Superintendent, Mobile Recycling U.S.A. Gallup New Mexico.** Managed a recycling company with 22 locations within three (3) states: New Mexico, Arizona, and Colorado. Tasks included: Hiring and managing of 40-50 employees, seeking out properties to place mobile recycling units, daily inventory of all goods purchased from all locations, scheduling pick up of all

goods brought to the processing plant where materials were separated, processed, and packaged to be sold to brokers.

- **Hurricane Ike 2008.** Project Manager for Harris County for Galveston Island Beach reclamation project.
- **2008 – 2010: North Valley Dirt Work and Contracting.** Started a Disaster Relief Division through North Valley Dirt Work and Contracting. Responded to Hurricane Ike in 2008, followed by the Kentucky ice storms in 2009, and the 2011 Alabama tornadoes. Equipment included two (2) grapple trucks, three (3) dump trailers. Tasks included: Managing employees, scouting of areas for cleanup, and operating grapple trucks.
- **2006 – 2008 North Valley Dirt Work and Contracting.** Opened a commercial development division. Tasks included: 150-200 acres subdivisions, permitting, bidding of projects and managing from start to finish. Managing 25-30 of our own employees along with hiring, scheduling and managing subcontractors to construct the sub-divisions.
- **2005 – 2007: Beevers Construction.** Founded company and began building custom homes as well. I continued to supervise both companies. Custom Home building tasks consist of: Permitting, construction of the house pads, roadwork, and underground utilities, supervising all subcontractors for the concrete, framing, roofing, and interior design of homes until completion.
- **2001 – 2007: North Valley Dirt Work and Contracting.** Originally supervised 15-20 employees during preliminary dirt work of constructing custom homes and small businesses. Preliminary work consisting of house pads, septic systems, underground utilities, roads, and drainage. Tasks included: bidding of jobs, ordering of materials, scheduling, and completing jobs on time.

EDUCATION/CERTIFICATIONS

- OSHA 10-hour safety training
- OSHA 40 HAZWOPER

Hubert Russell (Bo) Ansley, FEMA Reimbursement Specialist/Operations Planner

Mr. Ansley worked with the U.S. Army Corps of Engineers (USACE) for 33 years. His experience includes Emergency Management; Technical Support to FEMA applicants, and sub-applicants to ensure FEMA eligibility, compliance with State regulations and adherence to contract specifications; review of FEMA eligibility and processing documentation for FEMA reimbursement; training sessions with clients; and development of new documentation systems. His experience runs deep both with Ceres and the US Army Corps of Engineers (USACE), where he served as a technical liaison to FEMA for Emergency Support Function 3 (ESF3) – Public Works and Engineering, and a Senior Level Debris Removal Subject Matter Expert (SME).

PROFESSIONAL EXPERIENCE

- **Hurricane Idalia 2023.** Provided operational oversight and FEMA reimbursement assistance for debris removal in Georgia following Hurricane Idalia.
- **Hurricanes Ian and Nicole 2022.** Operations Area Manager and Client Services Liaison for 8 contract activations in Florida.
- **Yellowstone River Floods 2021.** Senior USACE Debris Removal SME and FEMA Liaison. Provided a comprehensive assessment of flooding impacts and waterway debris for the State of Montana.
- **Hurricanes Laura, Sally, and Zeta 2020.** Senior USACE SME and FEMA Liaison. Provided Technical Support to FEMA as well as multiple applicants in Louisiana, Alabama, and Florida. Provided supervisory oversight for 21 Federal Technical Monitors.
- **Southeast Tennessee Tornadoes 2020.** Senior USACE Debris Removal SME and FEMA Liaison for 3 local activations in the Chattanooga, TN area.
- **Hurricane Michael 2018.** Lead USACE Debris Removal SME and FEMA Liaison for 6 Florida Counties and 13 Georgia Counties. Served as Contracting Officers Representative for USACE Advanced Contract Initiative (ACI) in Georgia.
- **Hurricane Irma 2017.** Lead USACE ESF3 Liaison to FEMA Region 2. Prepositioned with Forward Team to VITEMA prior, during and after landfall. Supported Recovery Field Office and assisting in activating the Debris ACI for USACE.
- **Hurricane Maria 2017.** Supported recovery efforts in Puerto Rico as Emergency Management Chief, Mobile District. Managed USACE Recovery Field Office for multiple FEMA missions including power restoration, temporary roofing, debris removal and repair of critical public facilities.
- **Southeast Tornadoes 2017.** Lead USACE Debris Removal SME and FEMA Liaison for multiple activations near the City of Albany, GA.
- **Hurricane Matthew 2016.** Lead USACE Debris Removal SME. Provided technical assessment of storm impacts along the Florida Coast from St. Augustine to Melbourne.
- **Hurricane Hermine 2016.** Lead ESF3 Representative to FEMA in Florida. Developed debris volume estimate and debris removal cost estimate.
- **Pacific Ocean Storms 2015.** Served as USACE ESF3 forward for Guam (Typhoon Daphin) and Saipan (Typhoon Soudler). Provided impact assessments for FEMA.
- **Oso, WA Landslide 2014.** Assistant ESF3 Team Lead and Debris SME supporting FEMA. Provided preliminary report and debris removal estimate.
- **Hurricane Sandy 2012-2013.** Lead Debris SME and Contracting Officers Representative – Suffolk County, NY. Oversaw Debris Removal Operation for Fire Island, NY.
- **Alabama Tornadoes 2011.** Supported recovery efforts as Emergency Management Chief, Mobile District. Managed USACE Recovery Field Office for multiple FEMA missions including temporary power, debris removal and repair of critical public facilities.
- **Hurricane Ike 2008.** USACE liaison to Texas and ESF3 lead in support of FEMA Region 6. Supported Debris Technical Support Operations and Temporary Roofing.
- **Hurricane Katrina 2005-2006.** Debris SME for Alabama recovery. ESF Lead for Louisiana in support of private property debris removal and demolition.

EDUCATION/CERTIFICATIONS

- Bachelor of Landscape Architecture, University of Georgia
- Graduate Certificate, Homeland Security and Emergency Management, George Washington University
- FEMA ICS 100, 200, 300, 400, 700, 800



Tia Laurie, Contract/Subcontract Manager, Corporate Secretary

Tia Laurie provides a background in several fields including quality control, construction, logistics, management, and contracting. Ms. Laurie serves as Qualifying Agent, holding General Contractors Licenses on behalf of Ceres in many states including California, Louisiana, Alabama, Tennessee, Mississippi, Oregon, and South Carolina. Certified in Construction Quality Management by USACE, Ms. Laurie has served in supporting roles on several missions for more than ten (10) years. Additionally, Ms. Laurie is responsible for the overall administrative response to all disaster response and recovery missions, including contracting and subcontracting. She manages the overall development and maintenance of relationships with subcontractors, specifically in local areas of pre-event contracts and competitive pricing. Ms. Laurie also provides management in the areas of maintaining and upgrading the database, registration process, and evaluation criteria for subcontractors, as well as creating and executing their training programs.

PROFESSIONAL EXPERIENCE

- **Hurricane Idalia 2023.** Director of Administration including subcontracting and contract management for debris removal in Florida and Georgia following Hurricane Idalia. Over 1,800,000 cubic yards of debris were removed.
- **California Floods 2023.** Director of Administration including subcontracting and contract management for flood debris removal services in Tulare County, CA and Merced, CA. 54,645 cubic yards of debris have been removed.
- **Texas Winter Storm Mara 2023.** Director of Administration including subcontracting and contract management for debris removal in 2 Texas jurisdictions following a winter storm. 330,846 cubic yards of debris were removed.
- **State of Vermont Summer Flood 2023.** Director of Administration including subcontracting and contract management for 5920 tons of debris removal in (sixteen) 16 jurisdictions across the State of Vermont
- **Hurricanes Ian and Nicole 2022.** Director of Administration including subcontracting and contract management for 27 contract activations in Florida. Two of these contract surpassed 2 million cubic yards of debris each.
- **Hurricane Ida 2021.** Director of Administration including subcontracting and contract management for Ceres projects in Louisiana.
- **Oregon Wildfire Recovery 2020 – 2022.** Director of Administration including subcontracting and contract management for Oregon Department of Transportation Hazard Tree Removal Project. 22,311 trees were removed.
- **Oklahoma Ice Storm 2020.** Director of Administration including subcontracting, and management of 5 contract activations as a result of the Oklahoma Ice Storm. Over 200,000 cubic yards of debris were removed.
- **Hurricanes Hanna, Laura, Sally, Delta, and Zeta 2020.** Director of Administration including subcontracting. Managed over 30 subcontractors providing debris collection, reduction, and disposal. While working contract administration on over 13 contract activations.
- **Linn County, IA 2020.** Director of Administration including subcontracting and managing 4 subcontractors and working contract administration. Over 1 million cubic yards of debris were removed.
- **Hamilton County, TN and Jones County, MS Tornadoes 2020.** Director of Administration including subcontracting. Managed 6 subcontractors providing debris collection, reduction, and disposal. Over 600,000 cubic yards of debris were removed.
- **Bulk Waste Removal 2020.** Director of Administration including subcontracting. Managed 6 subcontractors providing bulk waste removal to the City of Atlanta and Macon-Bibb County, GA as a result of limited staff due to COVID-19. 5,966 tons of waste were removed.
- **Paradise and Butte County, CA Fire 2019.** Director of Administration including subcontracting and managing over 23 subcontractors and working contract administration with CalRecycle. 768,558 tons of debris were removed.
- **Hurricanes Florence and Michael 2018.** Director of Administration for storm operations in a wide geographic area.
- **North Carolina Department of Agriculture 2018.** Director of Administration and Subcontracting Manager for hauling vegetative material for NC farms after Hurricane Florence.

- **Northern California Wildfire Debris Removal 2018.** Subcontractor Manager responsible for hiring all subcontractors for the USACE debris removal project in Lake, Mendocino and Napa Counties, CA following the fires between October and December of 2017.
- **Hurricanes Harvey, Irma, and Matthew 2017.** Director of Administration and Subcontracting Manager for over 50 storm and civil construction projects.
- **Hurricanes Hermine and Matthew 2016.** Subcontractor Manager for over 20 contracts in Florida, Georgia, South Carolina, and North Carolina following two hurricanes in September and October.
- **Louisiana Floods 2016.** Subcontractor Manager for Ceres response to August floods in Louisiana.
- **Winter Storm Cara and Goliath 2015.** Subcontractor Manager for debris removal and disposal projects in Oklahoma following winter storms.
- **Alabama and Mississippi Tornadoes 2014.** Subcontractor Manager for four separate tornado recovery projects in Kimberly, Adamsville, and Graysville, Alabama as well as Lee County, MS. 185,758 cubic yards of debris were removed.
- **Winter Storm Pax and Ulysses 2014.** Subcontractor Manager for Columbia County, GA and NC DOT ice storm recovery; Recruited and subcontracted companies for hauling, tree work, and grinding.
- **Hurricane Sandy 2012-2013.** Subcontractor Manager recruiting local subcontractors and vendors for Ceres response in New York and New Jersey.
- **Hurricane Isaac 2012.** Subcontractor manager for five separate contracts in response to Hurricane Isaac. Ceres provided recovery services to Jefferson Parish, Kenner, Livingston Parish, Denham Springs, and St. Bernard Parish.
- **Winter Storm Alfred 2011.** Subcontractor Manager for response to unseasonal snowstorm in the Northeast. Ceres managed over 320,000 CY of debris in two locations.
- **Hurricane Irene 2011:** Subcontractor Manager for Greenville, NC response and recovery efforts. Recruited local and specialty subcontractors for hurricane debris cleanup.
- **Alabama Tornadoes 2011.** Subcontractor Liaison: recruited local and specialty subcontractors and vendors to provide services for tornado cleanup.
- **Haiti Earthquake 2010.** Subcontractor Liaison identifying specialist organizations & sea transport.
- **Ice Storms 2009.** Subcontractor Liaison identifying and coordinating qualified subcontractors for debris removal from county rights-of-ways in Kentucky.
- **Hurricanes Dolly, Gustav, and Ike 2008.** Subcontractor Liaison screening and coordinating qualified subcontractors for debris removal, processing, and disposal operations.
- **Floods 2008.** Subcontractor Liaison identifying and coordinating qualified subcontractors for debris removal due to Cedar River flooding in Iowa.
- **Military Stars, Orion International 2007-2008.** Account Executive researching, identifying, and capturing of new clients providing opportunity for hiring of transitioning military personnel.
- **Centex Homes 2005-2007.** Purchasing Agent managing contract negotiations for residential communities; Management of land developers, architects, and general contractors.
- **U.S. Army Corps of Engineers, Captain 1999-2005.** Battalion Logistics/Supply Officer, Detachment Commander, Company Executive Officer, and Topographic Platoon; awarded Bronze Star Medal for her bravery and meritorious service with USACE.

EDUCATION/CERTIFICATIONS

- Master's degree, Engineering Management, University of Missouri (Rolla)
- Bachelor's degree, Engineering Management, U.S. Military Academy, West Point, New York
- Engineer-In-Training (EIT/FE): Registered in New York, 1999
- FEMA certified IS-10, ICS-200, IS-102, IS-632, NIMS IS-700
- USACE CQM certified
- Red Cross Disaster Services certified

Omar Arroyo, Safety Manager

Mr. Arroyo has more than 22 years of professional experience in safety management. He has worked in various fields including debris management, civil construction, new construction, and oil, dealing with all aspects of Environmental Health and Safety Management and Training.

PROFESSIONAL EXPERIENCE

- **Ceres Environmental Services 2017 – Present.**
 - Safety and Health Officer for NMDOT Hermits Peak/Calf Canyon Flood, Straight Line Wind and Wildfire Recovery in 2022-Current.
 - Safety and Health Officer for Taylor County, FDOT following Hurricane Idalia. Over 1,703,000 cubic yards of debris have been removed.
 - Safety and Health Officer for the Luma Vegetation Clearing Service Contract in 2022 and 2023 in Puerto Rico.
 - Safety Officer for Wildfire recovery for the Oregon Department of Transportation in 2020-2022. 22,311 trees were removed.
 - Safety Officer for the Wildfire clean up and logging operations for California, Colorado, and Oregon.
 - Safety and Health Officer. Vegetative, construction and demolition, and metal debris removal from local municipality Rights-of-Way (ROW) and other eligible public property in the U.S Virgin Islands for the USACE ACI project following Hurricanes Irma and Maria. Work also included site preparation, debris reduction - chipping/mulching/grinding, and debris disposal.
- **PES Performance Energy Services 2015-2016.** HHSE Site Safety Supervisor in Beaumont, Texas conducting daily equipment inspections, confine space audits, air sampling for confined space, confined space rescue procedures, daily mass safety toolbox meetings, Air Liquide safety and production meetings, safety record keeping, first aid, incident investigations, daily safety audits, inspection and control of safety equipment, fire watch training, confine space training, lockout/tag-out training and new hire orientations.
- **Saxon Constructions PES 2015.** HSSE Site Safety Manager for Williams Station 520 Pipeline project in Jersey Shore, Pennsylvania and Devon/E-Link Terminal project in Cuero, Texas. Responsible for daily audits of work being performed, daily field equipment inspections, equipment training, PRE-TASK ANALYSIS (PTA) audit and training, held the daily all employee's safety meeting, met with the client HSSE for any concerns and correction, job specific overview, employee orientation, incident reporting, near miss reporting, record keeping, and continue to strive for a zero incident and accident-free workplace for all employees.
- **Titan 360 Industrial Services 2014-2015.** HSSE Site Safety Manager coordinating a project at Trunk line in Lake Charles, Louisiana overseeing 85 employees. My duty and responsibility was to conduct daily safety meetings within the company and the client, daily safety audits on employee behavior, permits, and company (JSA), daily equipment inspection, record keeping, first aid case management, attend and participate in client turnaround safety progress, monitor and conduct SCBA breathing air equipment inspection and proper function prior to job task, and incident reporting/investigation.
- **Total Safety 2014.** HSSE in Busan, Korea working as a third-party safety representative for Nobel and Shell at a shipyard reconstructing the Nobel Discoverer ship oil driller. Duties and responsibilities were to be part of the Shell and Nobel safety HSE team to contribute as a third-party safety representative in the daily work activities such as safety daily audits and inspections on hot work activities, confine space, permit and JSA audits, evacuation drills. Conducted safety meetings, record keeping, and daily inspection on equipment, tools, and safety equipment.
- **KBR Kellogg Brown & Root 2012-2013.** HSSE Site Safety Manager. Conducted safety audits and meetings, performed daily equipment and apparatus inspections, first aid case management and related record-keeping.
- **BP 2010-2012 HSSE Site Safety Turnaround Manager.** Managed and oversaw safety field turnaround for several units. Conducted weekly mass safety meetings, daily audits, and inspections, reporting for near miss and first aid, and performed relevant recordkeeping.
- **STARCON International, Inc. 2001-2010 HSE Safety Supervisor.** Performed daily audits and inspections, permit training, oil rig basket training, SCBA training and fire watch training. Maintained

company and refinery compliance and recordkeeping, supervising various units for turnaround work and implementing company site standards. Performed unit orientations for new hired team members for the turnaround, equipment inspection and purchasing, daily toolbox team safety meetings. Conducted daily permit and JHA audits for compliance, JHA training, recordkeeping, and conducted near miss and incident investigations.

EDUCATION/CERTIFICATIONS

- San Jacinto College Central Campus Two Years, Courses Studied:
 - EPCT- Introduction to Environmental/Health
 - EPCT- Principals of Industrial Hygiene
 - OSHT- Safety Program Management
 - OSHT- Physical Hazards Control
 - OSHT- Accident Prevention, Inspection, and Investigation
 - OSHT- OSHA Regulation General Industry
- College of the Mainland (Conducting Safety Audits)
- OSHA 30 Hour Construction
- OSHA 500
- OSHA 502
- BASIC Arborist Training Certification
- Construction Site Safety Technician CSST Certification
- Construction Site Safety Technology CSST Certification
- Construction Site Field Safety CSST Certification
- Construction Site Safety Supervisor CSST Certification
- Industrial Toxicology Certification
- GHS and OSHA Hazardous Communications Certificate
- Introduction to Safety Accountability-OSHA Academy
- Emergency Action and Fire Prevention-OSHA Academy
- Conducting a Job Hazard Analysis (JHA)- OSHA Academy
- Personal Protective Equipment-OSHA Academy
- Introduction to Safety Recognition- OSHA Academy
- Introduction to OSHA-OSHA Academy
- Introduction to Hazard Control- OSHA Academy
- Electrical Safety for Employees- OSHA Academy
- Introduction to Safety Training- OSHA Academy
- Personal Protective Equipment- OSHA Academy
- Introduction to Safety Supervision- OSHA Academy
- Hazard Communication- OSHA Academy
- Effective Accident Investigation- OSHA Academy
- Introduction to Safety Leadership- OSHA Academy
- Walking-Working Surfaces and Fall Protection-OSHA Academy
- Introduction to Job Hazard Analysis- OSHA Academy
- Supervisor 201 Training-LEAD Leadership, Excellence, and Development-Houston Area Safety Council
- EM 385-1-1 8 Hour Awareness- US Army Core of Engineers
- First Aid-CPR-AED Certification 1377463
- American Red Cross (CPR-Adult)
- AMERICAN Red Cross (Standard First Aid)
- TWIC Transportation Worker Identification Credential
- Houston Area Safety Council (Basic Plus)
- Baytown, TX Safety Council
- HAZWOPER, OSHA 30 FR, OSHA 500,

Personnel (Alphabetically by Last Name)

Everett Bond, Project Superintendent

Mr. Bond has managed projects since 2016 supervising and managing storm debris removal teams for major disaster recovery projects with Ceres. Mr. Bond's responsibilities were maintaining contract schedules and detailed agreements, communicating with senior project management and lead superintendents to make sure any foreseen issues, opportunities and company change orders and conducted superior oversight of site and subcontractor performance.

PROFESSIONAL EXPERIENCE

- **Mississippi Tornado 2023.** Project Superintendent overseeing the cleanup of 32,500 cubic yards of tornado generated debris in Carroll County, MS.
- **Hurricane Ian 2022.** Project Superintendent overseeing debris management and removal in Longwood, FL.
- **Hurricane Ida 2021.** Quality Control Manager and Supervisor in New Orleans, LA for the clean-up of storm debris. Over 280,000 cubic yards of debris were hauled during this project.
- **Hurricanes Laura and Delta – 2020.** Quality Control Manager and Supervisor for Allen Parish, LA for the clean-up of over 550,000 cubic yards of storm debris.
- **California Wildfires – Camp Fire, Butte County 2020 – 2021.** Project Superintendent for the CalRecycle removal of hazardous trees generated by the Camp Fire wildfire in North-Central California in 2017.
- **Deatrick Engineering Associates, Orlando, FL 2019 – 2020.** Inspector responsible for performing various asphalt, earthwork, concrete, masonry, cement, and aggregate testing, both in the field and the laboratory. Ensure jobsite tests and inspections are performed as required or requested by a contractor, architect or engineer as well as being performed per AASHTO, ASTM, ACI, FDOT or other required methods and specifications while working closely with the Laboratory Manager in supervising lab technicians and lab testing.
- **Camp Fire, Butte County 2019.** Divisional Supervisor for the campfire project in Paradise, CA leading 45 individuals during wildfire debris cleanup effort.
- **Hurricane Michael 2018.** Senior Quality Control Manager and Supervisor in Georgia for the cleanup of debris in October of 2018.
- **Hurricane Florence 2018.** Senior Quality Control Manager and Supervisor for North and South Carolina, managing multiple city and county contracts for clean-up of storm and flood debris in September 2018.
- **Kablelink 2016 – 2018.** Cable Installation Technician installing entertainment, networking, and security systems and responding to repair calls while keeping customer satisfaction.
- **Broadband Interactive 2001 – 2016.** Disconnection Technician communicating with customers and companies to resolve and uninstall cables.

EDUCATION

- Bachelor of Science in Sport and Fitness, University of Central Florida 2011
- Associates of Art, Valencia Community College, 2008

CERTIFICATIONS

- OSHA 30 Construction
- OSHA 40 HAZWOPER
- Flagger
- Jones NCTI

Alonzo Clay, Project Superintendent

PROFESSIONAL EXPERIENCE

- **Merced, CA, July 2023 – March 2024** – Project Manager for removal and disposal of debris resulting from the California Atmospheric River Flood Event.
- **Tulare County, CA – July 2023 – September 2023** – Project Manager for removal and disposal of debris resulting from the California Atmospheric River Event.
- **Carroll County, MS April 2023 – July 2023** - Project Manager for removal and disposal of debris as a result of the March tornadoes
- **Austin, TX February 2023** - Project Superintendent for removal and disposal of debris as a result of Winter Storm Mara
- **Manatee County DOT October 2022 – January 2023** – Project Superintendent for the Florida Department of Transportation debris removal following Hurricane Ian.
- **Bulk Waste Removal 2020 – September 2022.** Project Superintendent providing bulk waste removal to the City of Atlanta, GA resulting from limited staff due to COVID-19.
- **Hamilton County, TN Tornado 2020.** DMS Site Manager for removal and disposal of tornado generated in the City of Chattanooga, TN.
- **Camp Fire Butte County, CA 2019.** Division Supervisor for the CalRecycle cleanup project for hauling and disposal of debris in North-Central California in 2017.
- **Aldine Westfield Detention Basin 2019.** Ticket Taker Supervisor for the Aldine Westfield detention basin in Houston, TX.
- **Hurricane Michael 2018.** Sector Manager in Albany, GA for the clean-up of debris generated by Hurricane Michael in October of 2018.
- **Hurricane Florence 2018.** Quality Control for debris clean-up projects in North Carolina.
- **Hurricane Irma – Tampa, FL 2017 Project Superintendent overseeing debris clean-up, reduction and haul out.**
- **Lott Farms February – August 2017.** Operations Manager who oversaw and managed multiple jobs and task. Mr. Clay oversaw all shop and mechanic work ensuring all tools and equipment were carefully handled, operated various pieces of equipment, created weekly schedules and tasked lead mechanic and lead foremen while maintaining a clean and safe workplace for all employees and the health of the animals. Mr. Clay also represented Lott Farms by responding to emails, calls and performed in meetings on behalf of the company.

EDUCATION/CERTIFICATIONS

- Mississippi Delta Community College
- Northwest Community College
- 40 Hour HAZWOPER
- NFPA 70E Electrical Safety

Huey Deville, Quality Control Manager

With more than 35 years of construction management and quality control experience, Mr. Deville is an experienced supervisor and field manager capable of concurrently supervising multiple crews and projects. He is an experienced equipment operator, project estimator, manager, and surveyor with construction experience in commercial, residential and disaster recovery areas of specialty. He is responsible for project planning and execution; project equipment maintenance; crew supervision; project production; workmanship quality, safety, and reporting; and recordkeeping. Mr. Deville's vast experience allows Ceres to apply his expertise in a variety of critical roles including disaster response and recovery mission management, demolition and construction project management. His broad experience, commitment to quality and safety, technical expertise, and natural leadership skills makes Mr. Deville a highly valuable asset to our Supervisory team.

PROFESSIONAL EXPERIENCE

- **New Mexico DOT Fire and Flood Recovery 2023.** Project Manager for New Mexico Department of Transportation providing Hazardous Debris Removal and Remediation oversight. Over 18,000 Hazardous trees were removed, and 101,210 tons of debris was managed Ceres.
- **Oregon Wildfire Recovery 2021 – 2022.** Quality Control for Oregon Department of Transportation providing Hazard Tree Removal Services for Operational Branch 1: Archie Creek Fire, Douglas County, Operational Branch 5: Thielson Fire, Douglas County and Operational Branch 6: Two Four Two Fire, Klamath County. 22,311 trees were removed.
- **California Wildfires – Camp Fire, Butte County 2020.** Quality Control for the CalRecycle removal of hazardous trees generated by the Camp Fire wildfire in North-Central California in 2017.
- **Houston, TX 2019 – 2020.** General Superintendent/Manager overseeing the construction of multiple detention/retention ponds. Responsible for coordinating and managing subs, ordering materials, tracking cost, scheduling equipment and keeping good relations with clients.
- **Louisiana Civil Construction 2017 – 2019.** General Superintendent/Manager overseeing multiple projects ranging from DOTD work installing median cable barriers, new streets, pedestrian bridges, street improvements, highway improvements, new building sites and parking lots for the cities within LA.
- **Miami-Dade County, FL C-111 Detention Pond 2016 – 2017.** General Superintendent/Manager responsible for coordinating and managing subs, ordering materials, tracking cost, scheduling equipment and keeping good relations with clients.
- **Louisiana Levee Construction 2013 – 2016.** General Superintendent for Terrebonne levee projects, overseeing five levee projects over \$45 million – responsible for coordinating managing subs, ordering materials, tracking cost, scheduling equipment and quality control.
- **Hurricane Isaac 2012.** Area Manager for ROE and PPDR projects in St. Bernard Parish, LA.
- **Mountrail County, ND April – October 2012.** Project Manager for Palermo Road grading, aggregate surfacing, signing and incidentals.
- **Minot, North Dakota Flood Recovery 2011.** Project Superintendent/Manager: supervised Levee breach repair - responsible for coordinating with USACE, scheduling work, resourcing labor and equipment.
- **Minot, North Dakota Flood Recovery 2011.** Project Superintendent/Manager: supervised Emergency levee removal in Minot, Sawyer, and Burlington - responsible for lining sub-contractors up, made sure they complied. Finished job ahead of schedule.
- **Alabama Tornadoes 2011.** Quality Control for USACE ROE Debris Removal project in Lawrence and Limestone Counties, Alabama.
- **Alabama Tornadoes 2011.** Project Superintendent for Jefferson County, Alabama. Assisted with management of removal and reduction of over 1 million cubic yards of tornado debris.
- **Birdland Park Levee Improvements.** Surveyor, Des Moines Iowa, Survey site, built 3D tin surfaces for the Project, set up GPS equipment
- **Little Calumet River Flood Prevention Project.** Surveyor/Superintendent, Indiana, Survey site, set up GPS equipment, built 3D tin surfaces for project and supervised the construction of the concrete retaining wall
- **Puerto Rico Rio Fajardo Flood Control Project.** Surveyor. Responsible for layouts, constructing job from data input, building 3D surface tins, designing a 60-acre Mitigation flood plain for Mangrove Trees, and Cross section with quantity reports.
- **Nassau Drive Subdivision and Drainage Work.** Supervised layout and grade control.



- **Hurricane Katrina 2005 – 2007.** Private Property Debris Removal project, New Orleans LA: Field Supervisor. Responsibilities included crew supervision, production and quality, scheduling and crew assignments, PPDR site inspections, enforcement of safety and quality standards, and documentation and record keeping. Levee reconstruction projects in Plaquemines Parish, LA: Site Superintendent. Responsible for crew supervision, compliance with project and USACE safety requirements, production quality, and equipment operations and maintenance, daily reports and inspections, and oversight of survey teams. Emergency levee repair project, St. Bernard Parish, LA: Site Superintendent. Site Superintendent, Lafreniere Park Restoration project, Metairie, LA Site Superintendent, Caminada Restoration Project, Grand Isle LA. Restoration included proper capping of the entire site to meet local landfill requirements. Demolition Project, Hurricane Katrina response mission: Field Supervisor. Responsible for management of demolition crews, including subcontract crews, and conformance to strict company and USACE protocol specific to emergency demolition operations.

EDUCATION/CERTIFICATIONS

- OSHA 10-hour safety training
- CPR First Aid Certified

Patricia Deville, Project Superintendent

Ms. Deville has over 20 years of supervisory experience in the construction field including personnel and subcontractor management, agricultural recycling operations, debris management, yard waste processing, landfill restoration/cover, and new civil construction. Ms. Deville also has experience operating heavy equipment, logging, and grinding equipment. Her management duties as a Site Superintendent includes supervision of material receipts, production, and sales; maintenance scheduling; crew and production scheduling; production operations; cost control and reduction; and enforcement of site safety requirements. Her experience managing debris removal operations for Hurricanes Frances, Jeanne, Katrina, Ike, Gustav, the Ice Storm of 2009 in Kentucky, and several Civil Construction Projects makes Ms. Deville an invaluable resource to Ceres in performance of contract and emergency debris removal operations and civil construction.

PROFESSIONAL EXPERIENCE

- **New Mexico DOT Fire and Flood Recovery 2023.** Superintendent for New Mexico Department of Transportation providing Hazardous Debris Removal and Remediation oversight. Over 18,000 Hazardous trees were removed, and 101,210 tons of debris was managed by Ceres.
- **Hurricane Laura 2020 – 2021.** Project Manager in Cameron Parish, LA for the collection, reduction, and disposal of Hurricane Laura generated debris. Over 1,150,000 cubic yards of debris were removed.
- **HCFCD Aldine-Westfield Stormwater Detention Basin 2019.** Project Superintendent and QC for building substantial drainage systems and excavating a flood control basin in Harris County, TX.
- **Hurricane Maria St. Croix, VI- 2018 – 2019.** Project Superintendent for Debris Management Site segregating debris for proper recycling and removal.
- **USACE - Central Everglades Reservoir Project 2017 – 2018.** Project Superintendent and QC building reservoir levees in the Everglades of Florida.
- **Hurricane Matthew 2016.** Project Superintendent for Indian River County, FL for contract activation. Ceres removed nearly 100,000 CY of vegetative debris from the County rights-of-way. Worked with local officials and managed all debris removal and recycling of storm related debris.
- **Morganza to the Gulf Levee System 2013 – 2017.** Project Superintendent and QC for Levee's Reach F, Reach E, and Supervised 5 Excavation Pits for 5 Levees total excavating roughly 4 million CY dirt between all projects.
- **Hurricane Isaac 2012.** Project Superintendent for the City of Kenner. Ceres removed almost 54,000 CY of vegetative and C&D debris, including bagged mixed debris, from the City rights-of-way in three weeks.
- **Haiti Earthquake 2010 – 2012.** Acting as Project Superintendent for Truitier Landfill Debris Site Management Project in Port-au-Prince, Haiti for the Haitian Ministry of Public Works.
- **Ice Storms 2009.** Debris Removal Project Superintendent - worked with local officials and managed subcontractors for the 2009 Ice Storm in Hardin County, KY.
- **Hurricane Gustav 2008.** Debris Removal Project Superintendent - worked with local officials and managed subcontractors in East Baton Rouge, LA.
- **Hurricane Ike 2008.** Debris Removal Project Superintendent - worked in coordination with the USACE for TXDOT Emergency Road Clearance in the City of Kemah and Chambers County, TX.
- **Hurricane Katrina 2005 – 2007.** Field Supervisor in coordination with the U.S. Army Corps of Engineers in Livingston and Jefferson Parish, LA.
- **Hurricanes Frances and Jeanne 2004 – 2005.** Field Supervisor for SWA debris removal in Palm Beach County, FL.
- **Site Supervisor 2002 – 2006.** Supervision of receipt of recyclable materials, heavy equipment operations, grinder operation, researching and allocating future revenues, soil testing and compliance with outside agencies, maintaining product quality and overseeing proper ratios of soil mix recipe's, contaminant identification and segregation, and supervision of production and sales. Duties also included scheduling and completion of preventative maintenance for equipment; managing site personnel and scheduling work tasks; provision of weekly safety training for site personnel and enforcement of site safety requirements; and daily production reporting.
- **Assistant Manager 1999 – 2002.** Supervision of receipt of recyclable materials, contaminant identification and segregation, heavy equipment operator, scheduling and dispatching outgoing mulch sales, inventory and ordering supplies, documentation of equipment maintenance, parts, fuel usage, and daily sales. Performed land-clearing operations including operation of CAT 330 and



320 excavators, D6 dozer, IT-38-wheel loader/grapple with root rake, and log skidder equipment. Responsible for operating various equipment to clear sites in preparation for dirt construction, reading blueprints and determining which trees were to be felled and burned, chipped, or logged based on contract and print requirements, assisted heavy hauler driver in loading and unloading various types of heavy equipment onto a low boy. Responsible for the operation and maintenance of a horizontal grinder at a grinding site. Maintained and operated equipment, managed quality of material receipts and identified/removed contaminants, managed production rates and finished product quality.

CERTIFICATIONS/TRAINING

- Hazardous Materials Awareness (8-hour course)
- 40 Hour HAZWOPER Certification
- FEMA certified NIMS IS-100, IS-200, ICS 300, ICS 400, & IS-700
- OSHA 10
- CPR/First Aid
- Fire Prevention and Protection, Emergency Response
- Ceres Authorized Equipment Operator (all); Grinder Operator (horizontal and tub)
- ATTSA Traffic Control Supervisor – CA Specific
- ATTSA Traffic Control Technician – CA Specific

Chad Dorsey, Project Manager

Mr. Dorsey is a self-motivated, results-driven individual who seeks opportunities for growth and knowledge. He joined the Ceres team working in quality control and quickly worked his way to becoming a Project Superintendent/Planning Chief. Prior to working at Ceres, Mr. Dorsey was a reliable police officer for over 20 years which helped sharpen his leadership and communication skills. Mr. Dorsey demonstrates those skills daily and one of his roles included training others. Some of Mr. Dorsey's other responsibilities include, but are not limited to, preparing daily progress reports, creating, and coordinating work schedules, communicating with current clients, ordering the appropriate tools and materials, and resolving any issues that may arise.

PROFESSIONAL EXPERIENCE

- **NMDOT Hermits Peak/Calf Canyon Flood, Straight Line Wind and Wildfire Recovery. September 2022-November 2023.** Project Superintendent/Planning Chief in San Miguel County and Mora County for hazard tree, flood, and fire debris removal. Over 90,000 tons of sediment and debris, 18,000 hazard trees and hazardous materials removed from private residences.
- **Hurricane Ian 2022.** Project Superintendent/Planning Chief in Cape Coral, FL and Arcadia, FL for emergency debris removal following a 2022 hurricane.
- **Cedar Rapids, IA Derecho 2022.** Project Superintendent/Planning Chief overseeing operations for collection, reduction, and disposal of debris.
- **Hurricane Ida 2021.** Project Superintendent/Planning Chief for debris removal in Mandeville, LA.
- **Winter Storm Uri 2021.** Project Superintendent/Planning Chief in Pearland, TX and Nacogdoches, TX for debris removal operations following an ice storm.
- **Oklahoma Ice Storm 2020.** Project Superintendent in El Reno, OK for the collection, reduction, and disposal of ice storm generated debris.
- **Hurricanes Laura and Delta 2020.** Project Superintendent/Planning Chief in Allen Parish, LA and St. Martins Parish, LA following Hurricanes Laura and Delta.
- **Hurricane Hanna 2020.** Truck boss in Edinburg TX following a hurricane.
- **Laurel, Mississippi 2020.** Truck boss following a tornado.
- **Hamilton County, TN Tornado 2020.** Truck boss following a Tennessee tornado in 2020.
- **Bahamas September 2019-2020.** Project Superintendent for debris removal following Hurricane Dorian.
- **Hurricane Michael 2019.** Started work in quality control and was later promoted to truck boss.
- **Law Enforcement 1998 – 2018.** Maintained a clear understanding of and enforce the laws of the State of Georgia. Responsibilities and skills included conflict resolution/de-escalation, courtroom testimony, investigations, emergency vehicles operations and control.

EDUCATION/CERTIFICATIONS

- Certified Police Officer, Investigations, Interviews and, Supervision, Georgia Public Safety Training Center
- OSHA 30 and HAZWOPER certified
- Class A CDL

Bryan S. Fike, Regional Client Services Director

Mr. Fike possesses more than 30 years of disaster response, recovery, incident command, and command center operations experience, including as a first responder during Hurricane Andrew's devastating impact on South Florida in 1992. His life of public service began as a firefighter in 1984 and was followed by a career in law enforcement from which he retired in 2004. Over the past 19 years, Mr. Fike has managed recovery efforts for many of the largest and most destructive events to ever impact the United States, by coordinating and overseeing large scale disaster debris removal/recovery operations, supervising debris monitoring programs, and spearheading specialized debris programs, as well as short- and long-term recovery programs for impacted communities across the country.

PROFESSIONAL EXPERIENCE

- **Hurricane Idalia 2023.** Provided senior oversight/administration over debris removal in Florida and Georgia following Hurricane Idalia. Over 1,800,000 cubic yards of debris were removed.
- **Hurricane Ian 2022.** Provided senior oversight/administration over multiple jurisdiction debris removal and disaster recovery activations in Southwest and South-Central Florida.
- **Hurricane Sally 2020.** Provided senior oversight/administration over disaster recovery programs in Northwest Florida and Southeast Alabama
- **Hurricanes Irma, Harvey, Maria 2017-2018.** Served in client services/senior operations oversight role, taking part in every facet of these historic response and recovery programs, which spanned multiple states, and the Caribbean Islands.
- **Hurricanes Matthew and Hermine 2016-2017** - Managed multiple jurisdiction debris removal contract activations on the eastern and western coasts of Florida.
- **South Carolina Ice Storms 2014** - Debris removal program leadership and guidance provided.
- **Hurricane Isaac 2012** – Provided senior project management and leadership in jurisdictions in and around New Orleans and the Louisiana Gulf Coast
- **Winter Storm Alfred 2011** – Provided management and leadership on a 22 City debris removal activation throughout the State of Connecticut
- **Hurricane Irene 2011** - Provided management and leadership on a multi-jurisdictional debris removal activation throughout the States of Virginia and North Carolina
- **Gulf Coast BP Oil Spill Recovery Programs 2010** – Program leadership and development.
- **State of Arkansas 2010** – Senior debris removal/recovery management and leadership following historic ice event statewide.
- **Washington Floods, 2009.** Program Management. Designed one of a kind local resident disposal program.
- **Oklahoma Ice Storms 2008** – Led debris removal recovery programs as operational lead in east central Oklahoma.
- **Georgia Tornado 2008** – Provided debris removal and leadership in Macon, GA
- **Iowa Flooding 2008** – Provided debris removal management in the wake of this historic event. 4,000 homes/3,000 businesses destroyed.
- **Hurricane Ike 2008-2009.** Houston- Galveston Theatre of Operations – Provided senior leadership and client services to 37 Cities & Counties in the wake of this historic hurricane.
- **Hurricane Gustav 2008** – Led disaster debris recovery mission in southeast Louisiana in the wake of this large-scale event.
- **Missouri/Oklahoma Ice Storms 2007** – Managed debris programs in Springfield, MO/Tulsa, Muskogee, and Checotah, OK.
- **Hurricane Katrina 2005/2006** – Served as senior project manager for debris removal operations on the Mississippi gulf coast for more than a year in the wake of this catastrophic event.
- **Hurricane Wilma 2005** – Served as debris recovery operations lead in Southwest Florida
- **Hurricanes Charley, Frances, Ivan, Jean 2004** – Served in a variety of roles from entry level to operations lead throughout this year of unprecedented storm activity.

EDUCATION/CERTIFICATIONS

- Bachelor of Science – Political Science, University of North Florida 1990
- State of Florida Certified – Law Enforcement Officer / Firefighter / EMT
- State of Florida, Incident Command Center Operations and Communication
- IS630 - Introduction to the Public Assistance Process
- IS631 - Public Assistance I & II



- IS632 - Debris Operations in FEMA's PA Program
- IS393 - Introduction to Hazard Mitigation
- IS547 - Continuity of Operations
- IS325 - Earthquake Basics: Science, Risk, and Mitigation
- IS0253 - Environment & Historic Preservation
- IS0022 - Citizen Preparedness
- NIMS IS-700 - National Incident Management System
- NIMS IS-800 - National Response Framework
- Asbestos Disposal Training: Type 1, 2, 3

AWARDED MEDALS FOR:

- Meritorious Service
- Lifesaving on two occasions
- Outstanding Scholastic Achievement in the Police Academy

John Gallicchio, Project Superintendent

Mr. Gallicchio has twenty-six years of experience as a Project Superintendent with Ceres Environmental Services, Inc. overseeing and managing disaster recovery, demolition, and construction projects. Mr. Gallicchio's professional work ranged from management oversight and coordinating projects to communicating with the U.S. Army Corps of Engineers.

PROFESSIONAL EXPERIENCE

- **Hurricane Ian 2023.** Project Superintendent responsible for overseeing the clearing of vegetative debris generated from 2022 Hurricane Ian on vacant lots in Cape Coral, FL.
- **Oregon Wildfire Response 2021-2022** Oversight of multiple Debris Management Sites in remote locations, managing traffic control and segregation of debris.
- **Hurricane Sally 2020.** Project Superintendent for Ceres response in Santa Rosa County, FL. 595,746 cubic yards of debris were removed.
- **Hurricanes Michael and Florence 2018 – 2019.** Provided management oversight for 13 individual contract activations in jurisdictions across North Carolina, South Carolina, Florida, and Georgia
- **Hurricanes Irma and Harvey 2017.** Provided management oversight for disaster recovery projects in Florida and Texas.
- **Southeast Tornadoes 2017.** Project Superintendent for disaster recovery projects in Georgia and Louisiana following early tornadoes.
- **Louisiana Levee Construction 2013 – 2016.** Project Superintendent for Terrebonne levee projects.
- **Moore, OK Tornado 2013.** Senior Project Superintendent responding to the City of Moore, Oklahoma following an EF5 tornado.
- **Hurricane Sandy 2012 – 2013.** Project Superintendent for Ceres response in Point Pleasant Beach, NJ.
- **Hurricane Isaac 2012.** Project Superintendent for 5 contracts in response to Hurricane Isaac.
- **North Dakota Flooding 2011.** Operator for emergency levee removal and repair projects after historic flooding in spring of 2011 near Minot, North Dakota.
- **Hurricane Ike 2008.** Project Superintendent debris removal in Texas and Louisiana.
- **Hurricane Gustav 2008.** Project Superintendent for the debris removal and disposal and trimming and removal of hazardous trees in Louisiana.
- **Hurricane Katrina 2005 – 2007.** Project Manager/Operator for the cleanup and Restoration of Lafreniere Park damaged by hurricane and storm surge in Grand Isle, Louisiana and demolition of approximately 50 damaged homes in Metairie, Louisiana.
- **Hurricane Katrina 2005 – 2006.** Project Manager for debris removal in the City of Biloxi, MS.
- **U.S. Army Corps of Engineers; Louisiana 2005 – 2007.** Superintendent Oversight of crews operating directly with Parish presidents, FEMA personnel and Representatives with USACE
- **Hurricane Jeanne and Frances 2004.** Superintendent overseeing the debris removal and disposal in Palm Beach, FL.
- **Fort Knox Building Demolition.** Superintendent involved in the demolition of a variety of buildings in Fort Knox, Kentucky.
- **Hurricane Isabel 2003.** Project Superintendent for the debris removal and disposal in Virginia.
- **Hurricane Floyd 1999.** Project Superintendent for debris removal in North Carolina.

EDUCATION/CERTIFICATIONS

- First Responder
- First Aid CPR, AED, BLS
- ACLS Medical (Advanced Cardiovascular Life Support)
- Certified heavy equipment operator/Instructor 20+ years
- 10+ year carpentry experience
- Certified Flagger 10+ years
- OSHA 40 HAZWOPER
- OSHA 29 CFR 19.26.602
- USACE Construction Quality Management for Construction
- Rigger Level 1



Millie Gonzalez, Finance Chief

Millie Gonzalez has been the lead project accountant on multiple disaster recovery projects. She participated in the accounting for large-scale projects including the USACE Blue Roof Mission in Puerto Rico, USACE Wildfire Debris Removal Mission in Northern California, USACE Southwest Georgia contract and CalRecycle Camp Fire contract. Ms. Gonzalez is experienced in accounting systems and possesses exceptional knowledge of accounting procedures, regulations, and source documents. This includes expenditure, revenue, general ledger and related accounting procedures, the interrelationship of internal and external recordkeeping systems, general bookkeeping, accounting and audit methodology, terminology, and standards.

PROFESSIONAL EXPERIENCE

- **Ceres Environmental Services, Inc., Senior Project Accountant
November 2017 – Present**
 - Supervises and manages all accounting and financial activities relating to the development, implementation, reporting and close out of contracts projects.
 - Submits invoices to Project Manager on the project specific date for approval.
 - Provides high level of support to the Company Vice President and the Director of Accounting, along with other division managers.
 - Ensures timely payment to subcontractors after approval is received and all paperwork has been submitted.
 - Ensures all monthly project invoices are prepared and provided to the Accounts Receivable department on a timely basis.
 - Ensures all financial activities and requirements relating to project close-outs are carried out in a timely manner.
 - Provides any supplemental reports/documentation as may be required by Owner.
- **Plaquemines Parish Government – Belle Chasse, LA Senior Accountant
July 2013 – September 2017.**
 - Coordinated and processed information to ensure completion of assigned projects or duties within specified timelines; monitors compliance with laws, rules and regulations related to area of assignment and related fiscal activities.
 - Prepared, maintained, and/or verified a variety of complex and comprehensive accounting, financial, and statistical records, ledgers, logs, and files.
 - Prepared a variety of comprehensive financial, accounting, and statistical statements, analyses, documents, and reports; assists other staff in the preparation of reports and recommendations including gathering, organizing, and analyzing data.
 - Utilized various computer programs and applications; enters and maintains data; generates reports from a database or in-house system; creates spreadsheets and generates reports using spreadsheet software.
 - Answered questions and provided information and assistance to other staff and the public in a courteous manner; interpreted and explained City ordinance or administrative policies.
 - Trained employees in their areas of work including proper methods, procedures, and techniques; verifies the work of assigned employees for accuracy.
- **Riverside County Regional Park and Open-Space District- Riverside, California, Senior Accounting Assistant
November 2011 – April 2013**
 - Accounts Payable
 - Established new department record for volume of vouchers processed for payment within two months of being given the task.
 - Created purchase orders using PeopleSoft Financials 8.8.
 - Received, sorted, analyzed, and prioritized a variety of invoices and billings from vendors, contractors, and consultants.
 - Worked closely with field staff, supervisors, and managers to obtain required purchase approvals and documentation.
 - Created payment vouchers using PeopleSoft Financials 8.8, assembled accounts payable documents for review and approval.

- Reconciled monthly vendor statements, followed up on past-due items, and resolved billing discrepancies.
- Payroll
 - Wrote step-by-step procedure manual for entire payroll process.
 - Collected, reviewed, and processed timesheets for approximately 250 employees.
 - Entered detailed time and labor data using PeopleSoft HRMS Financials 9.0.
 - Created reports for payroll using Dazel Reports.
 - Designed formats for reporting and retaining data and physical files.
 - Trained other professional accounting staff on the payroll process.
 - Knowledge of payroll practices and procedures including FLSA (Fair Labor Standard Act) requirements using PeopleSoft HRMS Financials 9.0.
- **Macro Mix, Inc. – Hormigueros, Puerto Rico, Business Manager**
January 2000 - April 2010
 - Compiled, monitored, and researched data for reports and budget projections.
 - Anticipated, identified, and resolved problems in accounting operations.
 - Assisted other staff in solving difficult and unusual problems relating to payroll, accounts receivable, and accounts payable.
 - Answered questions that involve searching for and abstracting technical data to explain laws, policies, and procedures.
 - Performed a variety of complex accounting duties requiring interpretation of multiple guidelines, policies, or procedures.
 - Act as technical lead and full supervisor for a small number of lower- level Accounting Assistants or clerical support staff.

EDUCATION/CERTIFICATIONS

- MBA, University of Phoenix – Murrieta, California, August 2012
- MBA, Finance- University of Puerto Rico – Mayaguez Campus, May 1987
- BSBA, Industrial Management University of Puerto Rico- Mayaguez Campus May 1984
- Low Value Purchase Order Certificate Program
- The Price of Government: Budgeting for Outcomes
- How to Master Success in your Personal and Professional Life
- Crucial Conversations
- Myers-Briggs Temperament Indicator Assessment
- Strong Interest Inventory Assessment
- Strength Finder 2.0 Training
- Simpler 3.0 Training for Queries
- FEMA-ICS 100 Training
- FEMA-ICS 200 Training
- Community Emergency Response Team Basic Training

AWARDS

- Employee of the Month – Riverside County Park & Open-Space District, Riverside, California November 2012
- Certified PeopleSoft HRMS 9.0 query writer February 2013

Rick Good, Project Manager

Mr. Good has more than 20 years of experience in management and operations coordination. He has full knowledge of State and Federal Environmental codes and regulations and has overseen operational aspects of disaster response projects. In past positions, he has provided clients with consulting and management services regarding hazardous and non-hazardous waste. Mr. Good has also coordinated provisions for clients including both services and subcontractors after an emergency event.

PROFESSIONAL EXPERIENCE

- **Hurricane Idalia 2023.** Project Superintendent in Columbia County, FL and Perry, FL for debris removal following Hurricane Idalia. Over 68,000 cubic yards of debris were removed.
- **Hurricane Ian 2022.** Project Superintendent for the removal of over 100,000 cubic yards of debris in Sarasota, FL following Hurricane Ian.
- **Hurricane Ida 2021.** Project Manager for debris removal in Kenner, LA. 239,906 cubic yards of debris were removed.
- **Oklahoma Ice Storm 2020.** Senior Project Manager in Oklahoma City, El Reno, and Piedmont for collection, reduction, and disposal of ice storm generated debris. Over 140,000 cubic yards of debris were removed.
- **Hurricanes Laura and Delta 2020.** Senior Project Manager in Scott, LA and Houston, TX for hurricane debris removal and disposal.
- **Tornado: El Reno, OK 2019.** Project Manager with one Ceres' self-loading truck debris removal and disposal. Just under 100,000 cubic yards of debris were removed.
- **Hurricane: Michael – USACE Southwest GA 2018.** Operations Planner assisting in the debris removal cleanup after Hurricane Michael in the southwest Georgia area.
- **Hurricane: Florence (NC Dept of Ag) 2018.** Project planning and management for confidential project for supply of carbon material to facilitate composting. Role included responsibility for meeting with agricultural department officials and state senators, official planning, managing acquisition of carbon source material, transportation, and logistics in southeastern NC.
- **Hurricane: Irma, (Miami, South Florida.) 2017.** Area Manager for South Florida until Puerto Rico deployment; role entailed planning, acquisition, set-up, management, and supervision of multiple DMS sites, coordinating with multiple municipalities, planning, coordinating assets and resources
- **Hurricane: Maria (Puerto Rico) 2017.** Blue Roof Operations Planner; GM Ceres Caribe; Role included planning and coordinating with both USACE senior and field management multiple times per day on operations as well as safety and environmental compliance.
- **Hurricane: Matthew, Savannah, GA 2016.** Project Manager, role included meeting with Head of Sanitation/DPW disposal facility/landfill management, coordinating and planning collection operations and personnel, third-party haul out planning and coordination, coordination with sub-contractors for curbside pickup, haul, DMS coordination vis a vis the grinding function, All aspects lease negotiation, curbside pickup, processing, final disposal.
- **Flood: City of Denham Springs, LA 2016;** Start-up PM; role included the planning and coordination with city and subcontractors of all curbside collection, transport via direct haul to final disposal landfill. No reduction of waste prior to disposal at Waste Management landfill.
- **Rubicon Global, LLC. Atlanta, GA. 2015 - 2016,** Regional subcontractor relationship manager responsible for prospecting, bidding, planning, contracting and managing services provided to client base. Direct management of approx. 7,000 haulers servicing over 16,000 customers.
- **ECO Systems, Inc. Atlanta, GA 2012 – 2015.** Professional Consultant, International and domestic environmental consulting in the field of hazardous and non-hazardous waste management, as well as Emergency Management Services in Disaster Response. Both of these service areas include program development/design/planning, training and overall project management.
- **Asplundh Environmental Services, Inc. Atlanta, GA 2003 – 2012.**
Senior manager responsible for overall project management for all emergency response efforts supplied by the company to state, federal, municipal and private sector clients. These services include but are not limited to logistical and infrastructure support for remediation, transportation, disposal, and recovery. These project missions, focusing primarily on disaster response generated revenues of \$100+ million per year.

EDUCATION/CERTIFICATIONS

- Bilingual in English and Spanish



Michael Hansen, Resources Manager

Mr. Hansen brings over 25 years of resources management to Ceres. Mr. Hansen has been instrumental in debris and construction projects, providing support in operations, logistics, safety, heavy equipment, ground equipment and purchasing. In addition to logistics and resources management to emergency response projects, he oversees the day-to-day management and maintenance of office equipment, safety equipment, mechanical equipment, heavy equipment, electronic equipment, and fleet vehicles.

PROFESSIONAL EXPERIENCE

- **Hurricane Idalia 2023.** Operations and Logistics Manager for shipping supplies and equipment for debris removal in Florida and Georgia following Hurricane Idalia. Over 1,800,000 cubic yards of debris were removed.
- **Hurricanes Ian and Nicole 2022.** Operations and Logistics Manager for shipping supplies and equipment over 20 Florida jurisdictions.
- **Hurricane Ida 2021** Operations and Logistics Manager for shipping supplies and equipment to 14 Louisiana jurisdictions.
- **Bahamas 2020.** Operations and Logistics Manager for shipping supplies and equipment for debris removal from public and private property.
- **California Wildfires and Camp Fire, Butte County 2018-2019,** Operations and Logistics Manager for CalRecycle clean-up project for hauling and disposal of debris generated by the Camp Fire in 2018 and the USACE Northern California Wildfires project in 2017.
- **Hurricanes Michael and Florence 2018 – 2019,** Operations and Logistics Manager for shipping supplies and equipment for disaster recovery in over 13 Georgia Counties, North and South Carolina and Florida.
- **Hurricane Harvey, Irma, and Maria 2017.** Operations and Logistics Manager for shipping supplies and equipment for three project recovery projects.
- **Sink Hole, Land O Lakes, FL 2017,** Operations and Logistics Manager for shipping supplies and equipment for Pasco County. 150,734 cubic yards of debris were removed.
- **Hurricanes Hermine and Matthew 2016.** Operations and Logistics Manager for shipping supplies and equipment.
- **Livingston Parish Waterway Cleanup 2015,** Operations and Logistics Manager for response during the removal of vegetative, C&D and white goods debris removal in Louisiana.
- **Hurricane Sandy, Isaac; Winter Storm Pax and Alfred 2011 — 2014,** Operations and Logistics Manager for shipping supplies and equipment for major disaster recovery projects.
- **North Dakota Flood Recovery 2011,** Operations and Logistics Manager for shipping supplies and equipment for three flood recovery projects.
- **Hurricane Irene 2011,** Operations and Logistics Manager for shipping supplies and equipment for two hurricane recovery projects.
- **Alabama and Mississippi Tornadoes April 2011,** Operations and Logistics Manager for shipping supplies and equipment to and between four projects.
- **New Zealand Earthquake 2011 – 2012,** Logistics Manager in charge for shipping supplies and equipment for operations in New Zealand.
- **Haiti Earthquake 2010 - 2013,** Logistics Manager in charge of shipping supplies and equipment for operations in Haiti.
- **Ice Storm 2009,** Operations and Logistics Management and support for debris removal and disposal from county rights-of-ways in Kentucky
- **Hurricane Ike 2008,** Operations and Resources Management for debris removal and disposal for 11 different locations; Logistics management of positioning, establishing and set up of field offices in Texas
- **Hurricane Gustav 2008, Resources and Operations Management** for debris removal and disposal in Louisiana; Positioned, located, and set up of field offices including maintenance
- **Hurricane Dolly 2008,** Operations, Logistics, and Resources Management and support providing critical resources such as equipment, personnel, office equipment, and networks to debris removal and disposal in Texas
- **Iowa Flood 2008,** Project Administrative and Operations support for debris removal due to Cedar River flooding in Iowa

- **Flood Control, Rio Puerto Nuevo, Rio Fajardo 2007**, Operations, Logistics and Resources management to Floodway Control project in Puerto Rico including shipping and receiving equipment
- **Ice Storm 2007**, Operations and Resources Management to debris removal in response to Winter Ice Storm in Oklahoma
- **Hurricane Katrina 2005**, Operations and Logistics Management support to debris removal, processing, and disposal operations of over 13 million cubic yards of storm debris in Louisiana
- **U.S. Coast Guard**, Auxiliary Service Engineer, EMT, Fuel/Oil & Water Engineer, and Machinery Technician. Responsibility of mechanical engineer on station and watercraft providing oversight to engines, boilers, generators, propulsion units, HVAC units, watercraft and aircraft refueling

EDUCATION/CERTIFICATIONS

- Forestry, Biology, and Business Management, Northland College, Wisconsin.
- FEMA certified ICS-100, ICS-200, IS-300, IS-400, IS-700
- USACE CQM certified
- OSHA 10 Hour Construction Safety & Health
- First Aid/CPR certified

Randy Hardy, Quality Control Manager

Mr. Hardy is a resourceful Civil Engineer, Certified Traffic Control Manager, ATSSA-ODOT Traffic Control Flagger Instructor, USACE Construction Quality Manager, EPA Certified Lead/Asbestos Abatement Supervisor with approximately 40 years of CQC Heavy Civil Construction and Disaster Project Management in addition to extensive CQC Planning experience. He has expertise in guiding a wide range of Heavy Civil Project Operations, including Roads/Bridges Construction/Reconstruction, Drainage, Erosion Control, Laboratory Material Testing, CQC Material Sampling, CQC Field Inspection Management and Traffic Control Plans/Management. Mr. Hardy is proficient in construction project layout, concrete/asphalt roadway operations, concrete construction management, elevation management, and electronic milestone tracking and filing systems/document control. He has a proven record of establishing productive relations with jurisdiction owners, engineering management, subcontractors, and regulatory officials, to drive a strong team with multiple trades. He maintains a professional acquaintance towards CSLB with Classifications in reference to Class A General Engineering, C-31 Traffic Control, California Business & Law, and Hazardous Substance Removal in respect to several licenses.

PROFESSIONAL EXPERIENCE

- **Florida Hurricane Idalia _ County Debris Clean-Up Project October 2023 – November 2023.** Quality Control Manager for work provided on the 1.7 million Disaster Debris Response in 3 Florida Counties to include hurricane generated vegetative debris collection, transportation and disposal services and hazard (leaner and hanger) tree removal and trimming. Ensured quality control personnel and subcontractors met the required qualifications of the project contract. Trained all Ceres Area, Sector and QC management and operations personnel, subcontractors in the debris mission operational, documentation and eligibility requirements. Provided FDOT - ATSSA Traffic Control Flagger training in a classroom setting to Ceres flaggers, operations personnel and subcontractor operation crews.
- **Ceres Caribe _ Luma Vegetation Clearing Service Contract June 2022 – July 2023.** Provided continuous support on purchasing project equipment and traffic control devices. Maintained equipment inventory on project assets Generated Traffic Control Plans on various logistic locations due to roadway orientation. ATSSA Traffic Control Flagger Training for all Ceres and Subcontractor personnel.
- **New Mexico Department of Transportation Soil Debris and Hazard Tree Removal May 2022 – July 2023.** NM Department of Transportation Hazard Tree Removal and Soil Disposal Project for Mora County and San Miguel County. Removed 22,318 hazard trees using conventional logging and specialized tree removal methods to include Heli-logging, low ground pressure and low impact mechanical and hand techniques in culturally ecological sensitive riparian and wetland environments along New Mexico Highway Corridors. Coordinated the processing of merchantable timber and slash in USFS, BLM, OR Department of Parks and private properties. Generated traffic control plans and ATSSA traffic control flagger training for all Ceres and Subcontractor personnel. Daily Management of QC inspection and addressing Quality Control Plan (QC Plan) issues.
- **Florida Hurricane Ian _ County Debris Clean-Up Project October 2022 – March 2023.** Quality Control Manager for work provided on the 2.3 million Disaster Debris Response in 7 Florida Counties to include hurricane generated vegetative debris collection, transportation and disposal services and hazard (leaner and hanger) tree removal and trimming. Ensured quality control personnel and subcontractors met the required qualifications of the project contract. Trained all Ceres Area, Sector and QC management and operations personnel, subcontractors in the debris mission operational, documentation and eligibility requirements. Provided FDOT - ATSSA traffic control flagger training in a classroom setting to Ceres flaggers, operations personnel and subcontractor operation crews.
- **Oregon _ Wildfire Recovery 2021 – 2022.** Quality Control Manager (CQCM) for Oregon Department of Transportation Hazard Tree Removal and Disposal Project for Archie Creek, Thielsen Fire, Two Four Two and South Obenchain Fires. Removed 22,318 hazard trees using conventional logging and specialized tree removal methods to include Heli-logging, low ground pressure and low impact mechanical and hand techniques in culturally and ecological sensitive riparian and wetland environments along ODOT Hwy Corridors. Processed merchantable timber and slash in USFS, BLM, OR Department of Parks and private properties. Generated traffic control plans and ATSSA traffic control flagger training for all Ceres and Subcontractor personnel. Daily Management of QC inspection and addressing Quality Control Plan (QC Plan) issues.

- **California Wildfires – Camp Fire, Butte County 2020 – 2021.** Contractor Quality Control Manager (CQCM) for the Cal Recycle Hazardous Tree Removal and Disposal Project resulting from the Camp Fire in California in 2017. Removed 59,000 hazard trees along 2,500 rights-of-way (ROW) and rights of entry (ROE) properties to include steep slope terrain operations and sensitive areas. Monitored the multidisciplinary execution to ensure that biological and archaeological resources were protected. Extensive cultural and environmental resources in Concow and Honey Run required intensive coordination and specialized operations. Generated traffic control plans and ATSSA traffic control flagger training for all Ceres and Subcontractor personnel.
- **Kuykendahl, Glen Forest and Aldine Westfield Detention Basin 2015 – 2019.** Contractor Quality Control Manager (CQCM) managing QC inspection in reference to complex features conflicting with engineering designs, for Kuykendahl, Glen Forest and Aldine Westfield stormwater detention basins in Houston, TX. Performing submittals and permitting in support to the \$39 million Kuykendahl Detention Basin Project incorporated 4500 CY Concrete, 3.6 million CY Soil Excavation, 5060 Lin Ft Concrete Pipe and 100 Acres Tree Removal. The \$25 million Glen Forest Project entailed 2500 CY Concrete, 2.2 million CY Soil Excavation, 2400 Lin Ft Concrete Pipe and 130 Acres Tree Removal. The \$7.1 million Aldine Westfield Detention Basin utilized 1850 CY Concrete, 700,000 CY Soil Excavation, 10,000 Lin Ft Concrete Pipe, and 38 Acres Tree Removal. In addition to maintaining monthly pay request, performing daily management of QC inspection, CQC construction material submitting/environmental permitting, generating traffic control plans, ATSSA traffic control flagger training was achieved, to assure Quality Assurance (QA).
- **California Wildfires-Camp Fire, Butte County 2018 - 2019** Wildfire Structure and Debris removal in Butte County, CA Camp Fire. Quality Control Manager for the 1.4 million CY Cal Recycle/Cal OES clean-up project for removal, transportation, and disposal of asbestos and structural debris on 3,100 properties generated by Camp Fire in 2018.
- **Hurricane Michael 2018 - 2019.** Quality Control Manager for work provided on the 4.9 million CY USACE Disaster Debris Response (SAD) in 13 Southwest Georgia counties to include hurricane generated vegetative debris collection, transportation and disposal services and hazard (leaner and hanger) tree removal and trimming. Ensured quality control personnel and subcontractors met the required qualifications of the project contract. Trained all Ceres Area, Sector and QC management and operations personnel, sub-contractors in the debris mission operational, documentation and eligibility requirements. Provided ATSSA traffic control flagger training in a classroom setting to Ceres flaggers, operations personnel and sub-contractor operation crews. Developed project-specific quality control plans; ensuring all quality control inspections are performed and documented in accordance with the testing plan and making sure all results are being reviewed for conformance with requirements with all documentation including records, photographs, and logbooks for the USACE project closeout requirements.
- **Morganza Hurricane Levee Project 2015.** Quality Control Manager (CQCM) responsible for the planning, scheduling, conducting, and coordinating detailed phases of the engineering for a \$58 million Hurricane Coastal Levee Protection Project in Terrebonne Parish, LA. Supervised and coordinated the work with engineers, draft persons, plan reviews, as-built, specifications and CQC material testing frequencies in addition to Quality Assurance (QA) Testing.
- **Glendo Wyoming Reservoir Rehabilitation 2015.** Operations Planner – Responsible for the continuation of production and maintenance of quality. Reviewed project traffic control plans in reference to field operation. Created and assisted in weekly meeting agenda. Assisted in managing environmental permits and regulations. Managed underground utility notifications. Quality Control Manager – responsible for the planning, scheduling, conducting, and coordinating detailed phases of the engineering for a \$10 million Concrete Reservoir. Supervised and coordinated the work with engineers, draft persons, plan reviews, as-built, specifications and QC material testing frequencies to develop an accurate cost proposal.

EDUCATION/CERTIFICATIONS

- Bachelor of Science – Civil Engineer from the University of Louisiana at Lafayette.
- USACE Construction Quality Management for Contractors Certificate
- LADOTD Asphaltic Concrete Roadway
- LADOTD Embankment and Base Course Certification
- LADOTD Portland Cement Concrete Paving Certification
- LADOTD Portland Cement Concrete Structural Certification



- LADOTD Authorized Density Tester
- ATSSA Traffic Control Supervisor
- ATSSA Certified Traffic Control Supervisor
- ATSSA Certified Flagger
- ATSSA Certified Traffic Control Flagger Instructor
- ODOT Traffic Control Supervisor
- ODOT Certified Flagger
- ODOT Certified Traffic Control Flagger Instructor
- CSLB C31 Traffic Control Classification
- CSLB Business/Law Classification
- CSLB General Engineering Class A Classification
- OSHA 30 for Construction Certificate
- Radiation Safety Officer APNGA Certification
- Radiation Safety Officer NORM Certificate
- Heavy Bid Training Certificate
- South Carolina Pesticide Applicators Core Standards Certificate
- South Carolina General Structural Pest Management Certificate
- Georgia Lead Supervisor Initial Certificate
- EPA Lead Supervisor Training Certificate
- Puerto Rico Lead Supervisor Certificate
- Louisiana DEQ Lead Supervisor Certificate
- New Mexico EPA Lead Supervisor Certificate
- California Lead Supervisor Initial Course Completion
- Texas Lead Supervisor Refresher Certificate
- Puerto Rico Asbestos Supervisor Certificate
- Florida Asbestos Respiratory Protection Certificate
- Florida Asbestos Supervisor Initial Certificate
- California Asbestos Supervisor Initial Certificate
- Texas Asbestos Supervisor Initial Certificate
- Louisiana Arborist/Utility Arborist License

Bobby Harrell, EHS Manager

Mr. Harrell has more than 25 years of successful safety, fire, and medical project management leadership. Mr. Harrell holds multiple NWCG, FEMA, OSHA, Fire and Medical certifications.

PROFESSIONAL EXPERIENCE

- **Ceres Environmental Services, Inc. 2022 – Current.**
 - **Hurricane Idalia 2023.** Project Safety Manager for emergency debris operations in Taylor County. 23,614 cubic yards of debris were removed.
 - **Hurricane Ian 2022.** Project Safety Manager for emergency debris operations for FDOT in Charlotte County, Collier County, Hendry County, Lee County, Manatee County, and Sarasota County. Over 138,000 cubic yards of debris were removed.
- **Department of Homeland Security 2021 – 2022.** Transportation Security Officer.
- **Compliance Solutions 2019 – 2021.** Instructor providing accredited safety training such as: HAZWOPER 40, 24, & 8; OSHA 10, 30; Confined Space; DOT Hazardous Materials; EPA Hazardous Waste Management; Emergency Response 1, 2, & 3; and Emergency Incident Commander.
- **Ceres Environmental Services, Inc. 2018 – 2019.** Chief Safety Manager for 13 counties in Georgia on the Hurricane Michael USACE ACI Debris Project.
- **Liberty Lift Solutions.** Corporate Safety Manager- administered OSHA and DOT compliance programs, conducted safety audits, incident investigation and drug & alcohol testing, conducted all safety training across the organization, Managed EHS data for ISNetwork, Avetta, PEC SSQ Systems.
- **InnoSpec Oil Field Services 2017 – 2018.** Frac Assistant/Safety Collection and management of all chemical data and safety audits.
- **Transwood Inc. 2017.** Safety/Sand Coordinator- Ensured safety & DOT compliance, all employee safety training. Incident investigation and drug and alcohol testing.
- **Lehoski Welding 2015 – 2016.** Safety Manager / PEC Instructor-Conducted all new hire orientation, PEC and field safety training, composed safety policies and procedures, Conducted safety audits, incident investigation and drug & alcohol testing, Managed EHS data for ISNetwork.
- **L&P Pipeline and Construction 2014 – 2015.** Safety Coordinator /Safety & PEC Instructor-In charge of all new hire orientation including drug testing, DOT, field safety audits, Incident investigation.
- **Big Star Crude 2013 – 2014.** Safety Adviser / Asst. Terminal Manager- All new hire orientation, drug testing, DOT, field safety audits, managed all billing of the clients and drivers, all DOT inspections, Performed accident, injury investigations and safety audits.
- **Safety Medics 2012 – 2013.** Safety Inspector-Safety audits of large oil field construction sites, pipeline construction and drilling rigs. Performed accident, injury investigations.
- **Sierra Industries 2011 – 2012.** Fire Chief / Safety / Training-Army UC-35 project in charge of DCMA audits airport safety and training including all fire calls and emergency issues, New hire orientations training for employee, drug testing and wrote all safety policy and procedures for company-wide programs.
- **Pinkerton Government Services 2010 – 2011.** Shift Fire Captain- In charge of all fire and medical calls on shift at Sikorsky Helicopter Facility.
- **Smirfit Stone Paper Mill 2007-2010.** Safety and Medic Cared for all employees' injuries, Performed safety audits in the mill.
- **Gulf Coast State College 2004-2008.** Adjunct Instructor Courses for Fire, Paramedic, Emergency Medical Technicians and Hazardous Materials.
- **Bay Medical Center 2001-2009.** EMT, Paramedic – Took emergency calls county wide transported to hospital.
- **Bay County Fire Rescue 1994-2009.** Battalion Captain EMT-P- Supervised 40 Officers and fighters, All fleet maintenance, Fire Department Training, Safety Officer, Hazardous Materials Officer and Medical Officer.

EDUCATION/CERTIFICATIONS

- **Certified Occupational Safety and Health Officer (CSHO I & II) – TEEX** Estimated Date: Dec 2019
- **NWCG** qualified S-131, S-190, S-205, S-215



- **FEMA** certified ICS-100, ICS-200, ICS-300, IS-00005.a, IS-00035.18, IS-100, IS-200, IS-244, IS-315, IS-317, IS-340, IS-346, IS-700, IS-800, IS-804, IS-907, IS-1900
- **OSHA**- 501,511, 2055, 2225, 3015, 3115, 7205, 7505
- OSHA Outreach Instructor
- Medic First Aid CPT Instructor

Tammy Hunt, Superintendent

Tammy Hunt comes from a diverse background with experience in multiple fields, including health, safety and environmental management, quality control, logistics, hazardous material remediation management, training management, resource procurement, risk management, technical writing, EPA/Coast Guard/DOT/OSHA compliance management, disaster debris monitoring, and disaster debris response management. Ms. Hunt has experience in multiple disaster debris disposal projects. Her responsibilities included but were not limited to scheduling, dispatch of subcontractors, and liaising with clients and monitoring agencies.

PROFESSIONAL EXPERIENCE

- **Cameron Parish PPDR Program 2022.** Project Superintendent for private property debris removal.
- **Hurricane Ida 2021.** Superintendent for New Orleans disaster debris removal as well as the removal of municipal solid waste resulting from Hurricane Ida. Identified opportunities and resources required to meet project goals and deadlines. Achieved project deadlines by coordinating with subcontractors and the monitoring firm. Scheduled daily work for each subcontractor and communicated that work to all required parties to ensure a smooth and efficient workflow. Drove team success through shared vision and recognition of quality performance.
- **California Wildfires – Camp Fire, Butte County 2020 – 2021.** Division Supervisor for the CalRecycle removal of hazardous trees generated by the Camp Fire wildfire in North-Central California in 2017. Duties included coordinating with CALFire, CalRecycle, multiple subcontractors and the monitoring firm to successfully locate, cut and dispose of hazardous trees that were damaged in the Paradise fire. Worked within the Incident Command System to communicate goals, achievements and opportunities for improvement. Conducted safe operations in highly hazardous terrain and conditions.
- **Hurricane Zeta 2020.** Assistant Superintendent for the disaster debris removal for the City of New Orleans following Hurricane Zeta. Over 60,000 cubic yards of debris were removed.
- **Hurricanes Laura and Delta 2020.** Debris monitoring technician in Allen Parish, LA. Duties included monitoring and documenting the cutting, collection, and disposal of debris according to FEMA guidelines. Over 550,000 cubic yards of debris were removed.
- **Safety Manager of Central Crude, LA Tank and CC-Utica 2014-2020.** Responsible for all aspects of safety, training, DOT, EPA, Coast Guard and OSHA compliance for these companies whose services included the drilling, storage, gathering, and transportation of crude oil and natural gas across the southern united states. Created and implemented Health and Safety Plan as well as DOT required equipment maintenance plans. Participated in annual and unannounced Coast Guard drills, as well as OSHA, Workforce Commission and EPA audits. Maintained Class A CDL with HAZMAT license as well as TWIC Certification.
- **Safety, Health, Environmental and Security (SHES) Manager of Aqua Drill International 2013-2014.** Assigned to the Barzan Onshore Project in Ras Laffan, Qatar during the pre-planning and project initiation stages for the new GTL plant. Duties included composing safety plan and procedures for the 12-month,10-million-dollar project, developing and implementing a comprehensive training plan for all incoming international employees and communicated with a multi-national site management team regarding all health and safety issues. Successes included a completed Readiness Review Audit and the closing of all gaps from the resulting Gap Analysis review, as well as 12 months with no lost time injuries. Ms. Hunt received a Letter of Commendation from JGC site management for creating an incident and injury free safety culture.
- **Project Manager of Conco Industrial Services 2010-2013.** Provided operations leadership for the organization, managing job planning, field supervision, equipment procurement and maintenance as well as quality control. Analyzed future job sites to identify and mitigate areas of concern for employee safety. Supervised crews at large-scale turnarounds in chemical and oil plants, completing critical path units ahead of schedule to satisfy customer requirements. Successes included reorganizing pre-job planning and equipment preparation and maintenance resulting in a significant increase in job success and customer satisfaction and retention, as well as organizing on the job training and safety meetings to promote a shift in the safety culture, resulting in zero lost time injuries for two straight years.

- **Operator/Emergency Response/Industrial Firefighter/ESH Specialist for Solutia Chemical Plant 1999-2009.** Served as the Operator/Safety Specialist in methionine and acrylonitrile production units. Responsibilities of this job included maintenance, job safety analysis, permitting (lockout-tagout, hot work, confined space, excavation and working from heights), leak detection and repair, and hazardous materials prevention and control. Job duties also included being a Certified Industrial Firefighter with annual training at the CERTC training facility at Texas A&M University in College Station, Texas as well as maintaining certifications as a Nationally Registered EMT-Intermediate, HAZMAT Technician, high angle and confined space rescue and CPR/First Aid certifications.

EDUCATION/CERTIFICATIONS

- Emergency Management Institute
 - FEMA IS -0230.d Fundamentals of Emergency Management
 - FEMA IS -00632.a Introduction to Debris Operations
 - FEMA Introduction to the National Incident Command System
 - IS-00100.c
 - IS-00700.b
 - FEMA IS -00907 Active Shooter: What Can You Do
 - FEMA IS 10.A Animals in Disasters: Awareness and Preparedness
- OSHA General Industry-30 Hour
- OSHA General Industry- 10 Hour
- Red Cross First Aid/CPR/AED Certified
- HAZWOPER 40 Hour with 8-hour Refresher
- Current Class A CDL with HAZMAT Endorsement
- Pro-Board-Certified Industrial Firefighter-Advanced Exterior-Texas A&M College Station
- COSS-Certified Occupational Safety Specialist
- National Association of Safety Specialists-Environmental, Health and Safety Specialist
- NCCER-CSST-Construction Site Safety Technician
- NCCER-Construction Site Safety Supervisor
- NCCER- Field Safety Technician
- PEC-SafeLand USA 2015-Current
- SHE&S (Safety, Health, Environmental & Security) Supervisor Leadership Skills Program
- OSHAcademy 900-Oil and Gas Safety Management Certificate
- OSHAcademy 904-Oil and Gas Well Inspection Certificate
- U.S. Army 5th Infantry Division – Signal Corps – Honorably Discharged
- US Army Corps of Engineers (USACE) – CQM Certified
- APMP Bid and Proposal Writing Certified

Kerry Kennedy, Regional Client Services Director

Mr. Kennedy has a combined 38 years of Government and Civilian Project Management experience including 34 years with the US Army Corps of Engineers. Mr. Kennedy has served in numerous militaries, environmental, disaster response, civil work project roles of varying sizes and scopes. While with the U.S. Army Corps of Engineers, Mr. Kennedy worked on both operational and planning sides of disasters and deployments. While serving as a USACE Liaison Officer and Contingency Planner to a US Combatant Command, Mr. Kennedy was instrumental to the planning involved in both natural and manmade disasters around the world. His planning in that role included FEMA support. Mr. Kennedy has also served as an Operations Manager multiple times, managing multiple budgets, schedules, plans and procurement strategies for numerous projects simultaneously. Under his role as Regional Client Services Director for the east coast, he regularly meets with clients to assist with general inquiries and to provide pre-event training to help them prepare for disasters.

PROFESSIONAL EXPERIENCE

- **Puerto Rico Private Property Debris Removal 2022.** Project Manager for the private property debris removal project in Puerto Rico.
- **California Wildfires – Camp Fire, Butte County 2019-2021.** Operations Manager for hauling and disposal of debris generated by the wildfire in North-Central California in 2018, the largest debris mission in California in more than 100 years. As OM, he ensured that required planning was performed and submittals to Calrecycle were completed. 768,558 tons of debris were removed.
- **Hurricane Florence 2018.** Operations Manager for North and South Carolina, managing multiple city and county contracts for clean-up of storm and flood debris generated by Hurricane Florence in September 2018. This included a contract for the Georgia Department of Agriculture for poultry remediation.
- **Hurricane Michael 2018.** Area Manager for four (4) counties in southern Georgia impacted by the hurricane, managing the contracts as part of the USACE ACI SAD contract activation.
- **California Wildfires – Northern California; Lake, Mendocino, and Napa Counties 2018.** Operations Manager for USACE hauling and disposal of debris generated by the 2017 wildfires in three (3) counties in Northern California.
- **Hurricanes Irma & Maria 2017.** Project Manager in the U.S. Virgin Islands (USACE ACI project), managing multiple task orders assigned by USACE to remove and haul storm debris from the two Category 5 Hurricanes.
- **Project/Program Manager, City of Virginia Beach, 2016 – 2017.** Project Manager within the Coastal Engineering section of Public Works. Conducted public meetings and briefings, working closely with community leaders.
- **Project/Program Manager, Norfolk District, USACE, April 2015 – June 2016.** Managed civil and military project.
- **Senior Exercise/Contingency Planner/Liaison Officer, US Army Corps of Engineers, November 2001 – January 2014.** Coordinated and informed the USACE Operations Center staff/other USACE elements on impact on current and planned joint operations developments, exercises, and experiments. Coordinated USACE team and personnel movements in support of military operations in Iraq and Afghanistan.
- **Civil and Environmental Engineer, US Army Corps of Engineers, June 1992 – May 2001.** Environmental Project Engineer, Project/Program Manager and Contracting Officer Representative for military, environmental and special projects in the Wright-Patterson AFB Area Office which spanned a 5-state area.
- **Active-Duty Military, US Army, July 1981 – June 1992.** Various assignments in Army as well as with USACE, serving as a Project Engineer (Contracting Officer Representative) / Assistant Area Engineer for USACE in 2 districts, Louisville and Nashville.
- **US Army- Reserves, June 1992 – August 2011.** While on reserve status served various positions in Headquarters, USACE, North Atlantic Division, Great Lakes Division and South Atlantic Division.

EDUCATION/CERTIFICATIONS

- Professional Engineer Registration, License #66141, Jul 2001, Ohio
- Master's Degree MS, 1996, Environmental/Civil Engineering, University of California at Los Angeles, GPA 3.5, Total Semester Credit Hours earned: 52,
- Bachelor of Science, 1981, Civil Engineering, University of Texas at Arlington, GPA 3.0,
- AA, General, 1979, Kemper Military College, GPA 3.7, Total Semester Credit Hours earned: 83
- Mascoutah High School, 1977
- Risk Management, Dec 15
- Scheduling & Cost Control, March 16
- National Disaster Recovery Framework, Jan 15
- IS-2900, NDRF, Jan 15
- PL 84-99 Basic Course, Jan 15
- Continuing Authorities Program, Apr 14
- Defense Support to Civil Authorities Oct 11
- IS-800.b - National Response Framework, An Introduction, Nov 10
- J3SN-US613 National Security Objectives, Structures and Processes: An Intro Oct 10
- IS-230-Principles of Emergency Management, 08
- IS-701a-National Incident Mgt System Multi-Agency Coordination System, Nov 06
- IS-100-Introduction to the Incident Command System, Jun 05
- IS-200-Basic Incident Command System for Federal Disaster Workers, Jun 05
- IS-800-National Incident Management System (NIMS), An Introduction, Jun 05
- Homeland Security Planners Course, Jun 04
- FEMA Debris Management Course, FEMA, May 00
- Radiological Safety Course, USACE, Jul 98
- Hazardous Waste Manifesting, USACE, Jun 98
- Advanced Emergency Management (Readiness) Course, USACE, Sep 94
- Contract Negotiating Course, USACE, Oct 84
- Cost Estimating for Modifications and Claims, USACE, Mar 84
- Contracting Officer Representative School, USACE, Jun 83
- Project Management Professional, Oct 21

Thomas "Allen" Morse, Senior Debris Management Advisor

Mr. Morse has worked for Ceres for 10 years providing technical, political, and professional advice at all operational levels of debris management operations. He has over 35 years of experience in damage assessment and debris management. Mr. Morse is retired from the U.S. Army Corps of Engineers (USACE), where he served for 15 years as the National Program Manager for all debris management programs. In this role, Mr. Morse was responsible for training USACE debris teams, as well as training FEMA's FCO cadre on debris management. During his career at the USACE, Mr. Morse provided his knowledge and management skills to some of our nation's most challenging responses. Mr. Morse worked with the USACE in the aftermath of the attack on the Twin towers on September 11. The USACE was tasked by FEMA to perform a forensic analysis of all ground zero debris and identify human remains and personal effects. This was the first time for the USACE to handle a large-scale debris operation as an evidence stream requiring extreme security. Mr. Morse also was the lead debris program manager for Hurricane Katrina in Alabama, Mississippi, and Louisiana. This was one of the nation's largest debris management responses requiring \$2.2 billion in FEMA funds allocated for debris removal operations. Mr. Morse is the author of the USACE Hurricane Debris Forecasting Model and the Points of Distribution Commodities planning model.

PROFESSIONAL EXPERIENCE

- **Hurricane Idalia 2023.** Provided support to operations in Florida and Georgia following Hurricane Idalia. Over 1,800,000 cubic yards of debris were removed.
- **Hurricane Ian 2022.** Project Consultant interfacing with the USACE during Ceres performance on 27 debris removal contracts in Florida.
- **Hurricane Ida 2021.** Project Consultant interfacing with the USACE during Ceres performance on 14 debris removal contracts in Louisiana
- **Hurricane Sally 2020.** Project Consultant interfacing with the USACE during Ceres performance in Texas following Hurricane Sally.
- **Hurricane Michael 2018.** Project Consultant to USACE for the USACE ACI Restricted SAD Region activation in 13 Georgia counties for the clean-up of debris generated by Hurricane Michael in October 2018.
- **Northern California Wildfire Debris Removal 2018.** Project Consultant for the USACE debris removal project in Lake, Mendocino and Napa Counties, CA following the fires between October and December of 2017. Over 84,000 tons of debris were removed.
- **Fire Island 2014.** Provided technical assistance to USACE for the highly specialized debris removal mission off the coast of Long Island, NY.
- **Alabama Tornadoes 2011.** Special advisor and liaison to state and Federal partners for the tornado clean up in Alabama and Joplin, MO.
- **Haiti Earthquake 2010.** Consultant to the World Bank on debris management, environmental assessments, and bidding documents for a World Bank sponsored debris project.
- **Eagle, Alaska 2009.** Authored plans and specifications for specialized debris clean up following ice flow damage. Acted as legal advisor for the city.
- **Hurricane Rita 2007.** USACE Debris Task Force Leader.
- **Hurricane Katrina 2005.** USACE Senior debris manager/coordinator for \$2.5 billion in debris contracts in Alabama, Mississippi, and Louisiana
- **Florida Hurricanes 2004.** Lead ESF#3 representing USACE
- **Weapons of Mass Destruction Debris Management Guide 2001-2004.** Project Manager and contributing author of the FEMA-sponsored "Weapons of Mass Destruction Debris Management Guide."
- **World Trade Center 2001.** Senior Project Manager over disposal operations for USACE following a terrorist attack.
- **Suriname South America 1993.** Managed the design and construction of a base camp for 2,500 occupants.
- **Hurricane Andrew 1992.** Debris team leader for USACE
- **Kuwait 1991.** Reconstruction team for rebuilding of infrastructure.

EDUCATION/CERTIFICATIONS

- B.S. degree in Civil Engineering from University of South Alabama
- FEMA/ICS certified 100, 200, 700 and 800



Betsy Pease, Project Accountant

Ms. Pease brings years of extensive accounting management experience to her work as a project accountant on various contracts for Ceres Environmental Services, Inc. She is responsible for maintaining accounting procedures to ensure proper data tracking and correct invoicing to clients, as well as payment reconciliation with subcontractors. She oversees data entry and invoicing procedures during storm projects, as well as completing reconciliation of projects after work is accepted.

PROFESSIONAL EXPERIENCE

- **The Ground Up (TGU) (Ceres Affiliate) 2021.** Accountant for TGU. This business unit is a Houston-based green waste recycling company focusing on yard waste disposal, grinding, and mulching operations.
- **Soteria (Ceres affiliate) 2018 – 2021.** Accountant for global multicurrency company, responsible for AP/AR and Inventory control, Sales forecast, cash flow, and budget preparation. Account Reconciliation and VAT Tax compliance.
- **Texas Civil Construction 2017 – 2021.** Project Accountant and database supervisor for civil construction projects in Texas.
- **Hurricane Irma and Maria 2017 – 2019.** Project Accountant and database supervisor for projects in St. Croix and St. Thomas, US Virgin Islands.
- **Louisiana Levee Construction – 2013 to 2016.** Project Accountant and database supervisor for USACE levee construction projects in LA.
- **Hurricane Isaac 2012.** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to clients.
- **Winter Storm Alfred 2011** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to clients.
- **North Dakota 2011 Flood Recovery** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and client, subcontractor payments, and billings to client.
- **Hurricane Irene 2011** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to clients.
- **Alabama Tornadoes 2011** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to clients.
- **Haiti Earthquake 2010 – 2013.** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to client.
- **Ice Storms 2009,** Project Accountant managing the set-up, extraction and maintenance of databases to prepare A/R billings to clients in Kentucky; Reconciliation of all tickets with the clients; Management and preparation of subcontractor payments, reconciliation and management of accounts, management of internal audit functions.
- **Hurricane Ike 2008,** Project Accountant managing design, extraction of data and maintenance of databases for multiple contracts in Texas
- **Hurricane Gustav 2008,** Project Accountant managing the set-up, extraction, and maintenance of databases to prepare A/R billings to the clients in 3 Parishes in Louisiana; Reconciliation of all tickets with the clients.
- **Hurricane Dolly 2008,** Project Accountant managing the design, extraction of data and maintenance of databases to prepare A/R billings to the clients in Texas; Reconciliation of all tickets with the clients; Preparation of all subcontractor payments, reconciliation and management of accounts, management of internal audit functions.
- **Hurricane Katrina 2005,** Project Accountant managing the design, extraction of data, maintenance of databases to prepare A/R billings to the U.S. Army Corps of Engineers; Reconciliation of all payments with USACE.
- **Executive Analyst,** George S. May International 2003-2005, Financial Management and leadership in determining areas of weakness in accounting controls and bookkeeping.

EDUCATION/CERTIFICATIONS

- Business Accounting, University of Alaska
- International Business Law, Lewis & Clark College, Oregon
- Accounting Software training: Maxwell Systems and Sage Timberline Accounting
- Systems Integration training
- Fiscal Planning and Control training



Michael (Mike) Randall, Project Superintendent

Mr. Mike Randall has worked on multiple upper multi-million-dollar contracts as a Project Manager and Project Superintendent. Mr. Randall works closely with government officials and the Army Corps of Engineers by conducting daily meetings while working on projects. Mr. Randall demonstrates strong leadership and management skills by overseeing the management of Ceres employees and subcontractors, conducting meetings where he issues daily assignments, and troubleshooting operations to ensure continuity of work between all the different State, environmental, archeological, subs and cultural groups working on our projects. Mr. Randall focuses on achieving jobs on time and with profits above projection, achieving protection standards such as environmental standards, and safety.

PROFESSIONAL EXPERIENCE

- **NMDOT Hermits Peak/Calf Canyon Flood, Straight Line Wind and Wildfire Recovery. September 2022-September 2024.** Project Superintendent for hazard tree, flood, and fire debris removal. Over 90,000 tons of sediment and debris. 18,000 hazard trees and hazardous materials removed from private residences.
- **Hurricane Nicole 2022.** Project Manager for debris removal Melbourne, FL.
- **Hurricane Ian 2022.** Project Manager for disaster recovery services in Wellington, FL.
- **Oregon Wildfire Recovery 2020.** Area Branch Manager providing hazard tree removal for the Oregon Department of Transportation.
- **California Wildfire – Camp Fire, Butte County 2019-2020.** Area Manager for the campfire project in Paradise, CA. Responsible for managing 8 to 10 division supervisors and over 40 plus working crews.
- **Hurricane Michael 2018.** Project Supervisor for Jackson County, FL and Project Manager for Mitchell County, GA for emergency debris removal.
- **California Wildfires 2018.** Quality Control Manager for Napa County, CA and Redwood Valley, CA for a USACE debris removal project following the California Wildfires.
- **Hurricane Irma 2017.** Project Manager in Tampa, FL and USACE – Virgin Islands for debris removal.
- **North American Senior Benefits 2015 – 2017.** Insurance Broker responsible for scheduling sales leads and preparing and presenting presentations to clients based on their needs.
- **One Main Financial / Citi Group 2007-2015.** Branch Account Manager responsible for planning and directing the activities of workers, networking, reviewing reports, establishing relationships with clients, and providing customer service.
- **Chestatee Counseling Center 2003-2007.** Parent Aide responsible for assisting clients in completing case plans, facilitating parenting lessons, substance abuse counseling, and anger management to clients, and served as a liaison between the Department of Family and Children Services and the DFCS clients.

EDUCATION/CERTIFICATIONS

- Piedmont University, Bachelor of Arts – Major in Sociology and Minor in Business.
- U.S. Army Corp of Engineering construction quality management for contractors.
- OSHA 30-hour construction safety training.
- HAZWOPER 40-hour site worker training.
- Completion of numerous ICS courses (incident command system).

Dan Selenak, Grinder Operations Manager

Mr. Selenak has over 25 years' experience in all aspects of grinder operations. He oversees the operations of all grinders, grinder support equipment, and associated personnel on a day-to-day basis. He has experience managing large-scale grinding operations, including projects that involve over 1 million cubic yards of vegetative material. Mr. Selenak ensures optimal grinding operations for all projects, including in challenging and remote situations, while maintaining quality control procedures and ensuring a safe work environment. Mr. Selenak also conducts training for Ceres' current and prospective grinder operators.

PROFESSIONAL EXPERIENCE

- **Ceres Environmental Services, Grinder Operations Manager, May 2022 – Current**
 - **Hurricane Idalia 2023.**
 - FDOT District 2 – Taylor County. 1,717,950 CY of debris reduced by grinding.
 - Columbia County, FL. 52,643 CY of debris reduced by grinding.
 - Glynn County, FL. 20,028 CY of debris reduced by grinding.
 - **Shreveport June Windstorm 2023.** Managed grinding operations for Shreveport, LA. 195,220 CY debris reduced by grinding.
 - **Winter Storm Mara 2023.**
 - Williamson County, TX. 307 CY debris reduced by grinding
 - Austin, TX. 156,861 CY debris reduced by grinding.
 - **Hurricane Ian 2022.**
 - City of Winter Park, FL. 19,772 CY debris reduced by grinding.
 - Indian River County, FL. 9,770 CY debris reduced by grinding.
 - Manatee County, FL. 134,908 CY debris reduced by grinding.
 - Seminole County, FL. 178,135 CY debris reduced by grinding.
 - Arcadia, FL. 89, 965 CY debris reduced by grinding.
 - Bradenton, FL. 34, 737 CY debris reduced by grinding.
 - Cape Coral, FL. 2,133,799 CY debris reduced by grinding.
 - Deltona, FL. 30,614 CY debris reduced by grinding.
 - Hardee County, FL. 137,146 CY debris reduced by grinding.
 - Longwood, FL. 13,347 CY debris reduced by grinding.
 - North Port, FL. 2,132,800 CY debris reduced by grinding.
 - Palmetto, FL. 26,159 CY debris reduced by grinding.
 - Sarasota County, FL. 37,417 CY debris reduced by grinding.
 - Sarasota, FL. 110,097 CY debris reduced by grinding.
- **Ceres Environmental Services, Grinder Operations Foreman, Feb 2021 – May 2022**
 - **Winter Storm Uri.** Grinding Operations foreman for Nacogdoches, TX. 1,364 hours of grinding took place.
 - **Hurricane Sally.** Grinding Operations Foreman for Santa Rosa County, FL. 375,039 CY debris reduced by grinding.
- **Ceres Environmental Services, Grinder Operator, Feb 2019 – Feb 2021**
 - **2020 Derecho.** Grinding Operator for Linn County, IA. 479,167 CY debris reduced by grinding.
- **SMSC Organic Recycling Facility, May 2011- February 2019**
 - Responsible for scheduling, operating, and managing offsite grinding and screening operations, tracking, and documenting offsite grinding and screening expenses and revenue, coordinating weekly staff and safety meetings, overseeing daily 24/7 operations and more.
- **RW Farms LLC, March 2009 – May 2011**
 - Responsible for managing multiple compost processing facilities and mobile grinding operations, utilized screeners, grinders, and front-end loaders to process waste to be used for composting, and operated equipment used to process material such as, skid loaders, front end loaders, trommel screeners, desk screeners, horizontal grinding, tub grinders and excavators.
- **Organic Technologies Inc. September 2008 – March 2009**
 - Responsible for managing multiple yard waste and wood recycling transfer facility, operating equipment used to process materials, overseeing daily operations and supervising employees, and more.

Linda Smith, Director of Accounting Operations

Ms. Smith has over 30 years of experience in leading accounting teams in day-to-day activities while providing owners, shareholders, and executives with the financial information and guidance required to make informed business decisions.

PROFESSIONAL EXPERIENCE

- **Ceres Environmental Services, Inc.** Accounting Manager. In coordination with the director of storm accounting, responsible for the day-to-day functions of the entire storm accounting department and assisted the field operations to establish internal protocols.
 - **Hurricane Idalia – 2023**
 - **California Floods – 2023**
 - **Texas Winter Storm Mara – 2023**
 - **State of Vermont Summer Flood – 2023**
 - **Hurricanes Ian and Nicole, FL – 2022**
 - **New Mexico DOT Fire and Flood Debris – 2022**
 - **Hurricane Ida, LA – 2021-2022**
 - **Oregon Wildfire Recovery 2020 – 2022.**
 - **California Wildfires – Camp Fire, Butte County Hazardous Tree 2020-2021**
 - **Oklahoma Ice Storm 2020 (5 jurisdictions)**
 - **Hurricanes Laura, Hanna, Sally, Delta, and Zeta 2020 (13 jurisdictions)**
 - **Linn County, IA – Derecho 2020**
 - **City of Atlanta, GA and Macon-Bibb County, GA – Bulk Waste 2020**
 - **Hamilton County, TN – Tornado 2020**
 - **Jones County, MS – Tornado 2020**
 - **Santa Rosa County, FL – Wind Event 2020**
 - **California Wildfires – Camp Fire, Butte County Debris Removal 2019**
 - **Northern California Wildfires 2018 (USACE)**
 - **Hurricane Michael 2018**
 - **Hurricane Irma 2017**
- **Resort Funding, LLC. 1997 – 2017.** Senior Accountant. Analyzed financial statements and created reports for monthly corporate reporting. Generated financial statements in accordance with GAAP and facilitated account closing procedures for multiple companies on a monthly basis. Created strong internal controls and accounting processes that reduced the financial statement close from 10 days to 3 days, which led to completion of 17 clean audits. Analyzed and researched reporting issues to improve accounting operations procedures. Reconciled multiple cash accounts daily for cash forecast and budget preparation and reviewed bent charges monthly for accuracy and to reduce costs. Maintained notes receivable in excess of \$500 million. Managed journal entries, invoices, and reconciled over 200 general ledger accounts annually. Reviewed and approved weekly borrowings and monthly servicer report for \$200 million warehouse facility. Led and provided guidance to accounting staff. Prepared for and assisted in annual audit and two agreed upon procedures annually for warehouse facilities. Managed all NSF payments from consumer account holders. Assisted other departments in identifying problems and finding solutions to correct, assisted IT in implementation of new systems and the controller in projects regularly. Maintained records of wire transfer procedures and ensured accurate processing. Developed written accounting policies and standard operating procedures and trained junior accountants using these policies and procedures.
- **Fay's Inc. 1995 – 1997.** Corporate Accountant participating in design, testing and implementation of accounts receivable system resulting in departmental efficiencies. Ms. Smith was also responsible for tracking and analysis of accounts receivable activity on decentralized systems in maintained at the store level.

EDUCATION

- Bachelor of Science, Accounting 1989
- Minor in Economics, State University of New York at Oswego

CERTIFICATIONS

- ICS-100 Introduction to Incident Command System



Michael Smith, Quality Control Manager, Project Manager

Mr. Smith is a dynamic leader with extensive experience in Safety constructions, maintaining standards in manufactured products by testing a sample of the output against the specification. Delivers excellent on and offsite program management for locations around the world while ensuring compliance with laws and regulations within guidelines. Creates industry-leading programs that deliver significant cost savings and efficiency gains while minimizing risk and liability exposure in Heavy Industrial setting. Excels in training, developing, and coaching staff in US and globally.

PROFESSIONAL EXPERIENCE

- **Wildfire Fuel Reduction (WFR) Vegetation and Tree Removal Services - Orange County, CA – Caltrans.** Project manager is currently overseeing all phases of the contract. Scoped work includes Wildfire Fuel Reduction vegetation and tree removal within Caltrans ROW within district 12. Additional scopes include monitoring and avoidance of cultural and environmentally sensitive areas. Responsibilities include preparatory phase oversight, subcontracts / contracts, project coordination & scheduling, daily & weekly project specific documentation, FRAP implementation to include oversight of prescription-based treatments, permitting/environmental certs, Invoicing & closeout. Total acreage to be treated is 75. Total estimated project value - \$1,243,750.00
- **Sacramento River Tree Removal –USACE.** Project Manager overseeing the felling and removal of various tree species in environmentally sensitive and public areas, and Biological monitoring, along the Sacramento River. These areas of shoreline stem from the Interstate 50 Bridge and Garcia Bend Park, specifically reaches 2, 3, and 6. Responsibilities include the development of pre-work submittals, partner with the Army Corps and two other contractors working within these reaches, developing, and enforcing daily production and resource reporting, cost controls, invoicing, and managing schedules.
- **Folsom Dam Tree Removal, 2023 – USACE.** Project Manager over the successful removal of 210 trees within public and environmentally sensitive areas. Responsibilities included the development of pre-work submittals, partner with the Army Corps on BOR permitting, developed, and enforced daily production and resource reporting, was successful with interagency coordination (BOR, USACE, State Park), cost controls, invoicing, and schedules. Due to weather restrictions the project was delayed, and the team still successfully completed this project 2 months ahead of schedule.
- **Hurricane Ian 2022.** Area Manager for debris management and removal in Cape Coral, FL.
- **Hazard Tree Removal Project for the Campfire in Butte County -- 2020 to 2021.** Planning Section Chief. Roles and Responsibilities included and were not limited to the daily dispatching and scheduling of tree removal and hauling crews for approximately 2,200 properties, containing just shy of 60,000 eligible trees. Developing crew schedules, work packages & runways. Tracking of project quantities daily and in total. Worked closely with A & M and Project Owner IMT on strategy and tactical short-term and long-range plans to ensure the success of the contract. The contract value exceeded \$100,000,000.00 worth of work.
- **Hurricane Laura 2020.** Project Manager in Santa Rosa County, FL for debris cleanup. The project included removal of over 1,000,000 CY of Vegetative and Construction & Demolition Debris, reduction by Grinding and ACI of 500,000 CY and removal of approximately 20,000 hangers and leaners. Oversaw 4 section supervisors and over 150 hauling units and bucket trucks operators.
- **Hurricane Hannah 2020.** Superintendent for the City of Edinburg & Hidalgo County; Precincts 1, 3, & 4 Debris Cleanup & Reduction. Responsible for field supervision, traffic control labor and upwards of 50 hauling unit operators.
- **Puerto Rico Sheltering and Temporary Essential Power Program (STEP) 2019.** Project Manager for the PR STEP providing temporary repairs to single family dwellings with a monetary cap of \$20,000.00 per dwelling. Scope of work entailed numerous pre and post inspections, database creation/data management, applicant interaction/customer service, and the contracting and coordination of skilled tradesmen to provide electrical, HVAC, potable water and gas to a safe, secure and weatherproofed dwelling.
- **Hurricane Maria 2017 – 2018.** Senior Quality Control Manager/Superintendent for the ACI Emergency Temporary Roofing in Puerto Rico. Mr. Smith Implement systems of distribution, logistics, document controls/flow, work order and production tracking, inventory and material coordination for the construction of the roofs.

- **Hurricane Irma 2017.** Project Manager for the debris clean-up in Highland and Okeechobee Counties, FL.
- **Morganza Hurricane Levee Project 2015.** Senior Quality Control System Manager/Project Manager for a massive levee system located just south of Houma, LA. These segments of levee make up approximately 9 miles of newly constructed earthen levee through the marsh.
- **Aquamen, LLC, 2009-2014, Vice-President / Co-Owner.**
The company performed certified residential & commercial mold inspections, sampling for indoor air-quality, day-to-day monitoring, and post-clearance. Responsibilities included project estimating, project management, procurement, manage/coordinate subcontractors, manage/coordinate inspections, manage/coordinate invoicing and draw requests.

EDUCATION/CERTIFICATIONS

- | | |
|---|---|
| ▪ USACE Construction QC Management | ▪ GHS & OSHA Hazardous Communication |
| ▪ OSHA Certification: 30 Hr Construction Safety | ▪ FEMA EMI – ICS-100, Exercises 120, 200 ICS/NIMS |
| ▪ OSHA Certification: 10 Hr Construction Safety | ▪ HCSS Heavy Bid/Heavy Job Certified (2014) |
| ▪ OSHA Refinery Safety Courses – CSE Attendant/Entrant, Fire Prevention, Haz. Gases | ▪ Home Inspection Certification for the State of Ohio |
| ▪ LOTD, First Aid/CPR and refinery safety standards | ▪ Mold remediation & inspection Certification (Commercial and Residential) for Ohio |
| ▪ HAZWOPER Certification | |

Robert Smith, President of CTL Forest Management, Inc.

Mr. Smith creates strong team environments through customer focus, a clear vision and goals, and a strong performance management structure with the ability to implement corporate directives and ensure safety compliance. In 2023, Mr. Smith was promoted to President of CTL Forest Management, Inc. CTL Forest Management is an affiliate of Ceres. CTL Forest Management, Inc. addresses the growing need in the Pacific Northwest and Southwest United States for pre-disaster wildfire mitigation and post-wildfire hazard tree removal services.

PROFESSIONAL EXPERIENCE

- **Camp Fire Tree Removal, Butte County 2020 – 2021.** Project Manager for the removal, processing, and final disposition of hazardous trees due to the 2018 Camp Fire. This work includes both right of entry (ROE) and rights-of-way (ROW) hazardous tree removal.
- **Oklahoma Ice Storm 2020.** Project Manager overseeing three projects: City of El Reno, City of Kingfisher, and the City of Piedmont. The work performed consisted of leaner and hanger removal, ROW vegetative removal, DMS operations, and the reduction of vegetative debris. Over 140,000 cubic yards of debris were removed.
- **Hurricane Hanna 2020.** Project Manager overseeing three separate projects: Hidalgo County, the City of Pharr, and the City of Edinburg. Conducted ROW collection, disposal of vegetative debris and construction and demolition debris with all three clients. Also collected and disposed of white goods, household hazardous waste and electronic waste. Over 327,000 cubic yards of debris were removed.
- **Camp Fire, Butte County 2018 – 2019.** Project Manager for the Clean-up project hauling, and disposal of debris generated by the Camp Fire wildfire in North-Central California in 2018.
- **Hurricane Irma and Maria 2017.** Project Management oversight for vegetative, construction and demolition, and metal debris removal from local municipality ROW and other eligible public property in the U.S Virgin Islands for USACE ACI project following Hurricanes Irma and Maria. Work also included site preparation, debris reduction - chipping/mulching/grinding, and debris disposal.
- **Evergro Organic Recycling 2016-2017.** Vice President of Operations researching and acquiring a track of land that meets all TCEQ criteria to construct a biosolid composting facility. Focused on site operating plans and providing a permit application along with drawings drafted by a local project engineer.
- **New Earth Soils and Compost 2010-2016.** Vice President of Operations overseeing over 35 teams within two facilities, new constructions, and existing biosolid composting operations.
- **The Garick Corporation**
 - **Vice President of Operations 2007-2009.** overseeing six facilities and 250 associates in five different states, ensuring EPA/DEP and OSHA compliance practices, plant staffing, daily productions goals, payroll management, and inventory control.
 - **General Manager 2006-2007.** Responsible for the safety and productivity of a large group during peak season, including environmental compliance, profitability, and leadership development. Drafted and implemented operational procedure manual for companywide plant and safety operations.
- **United States Army 1991-2000.** Airborne Ranger as Scout Team Leader for the 25th Infantry Division in Oahu, Hawaii, a Pathfinder for the 101st Pathfinder detachment and a U.S. Army Ranger Instructor at the Mountain Phase of Ranger School. Responsible for assisting the squad leader to ensure squad combat readiness, including planning and supervision of soldier training.

EDUCATION

- Austin Peay State University, Clarksville, TN 2000

CERTIFICATIONS

- IS-00027 FEMA Logistics
- IS-00393.b Hazard Mitigation
- IS-00632.a Debris Operations
- ICS-100 Incident Command System
- IS-00200.c Initial Response
- IS-00240.b Leadership and Influence
- IS-00552 Public Works Role, Emergency Management
- OSHA 30 Construction



Kevin Sudbury, Project Manager

Kevin Sudbury has a 25-year career that includes a far-reaching understanding of operations and finance as well as cross-functional experience in planning, project management, business administration, public speaking, and client support. He thrives in fast-paced, high-pressure environments. Mr. Sudbury has a reputation for applying advanced problem-solving techniques that lead to the restoration of smooth-flowing procedures and systems, turning around failing projects and developing innovative solutions to any challenge. He possesses demonstrated capability to analyze and translate complex customer requirements, plan for as well as execute simultaneous projects. Mr. Sudbury is an articulate communicator who can fluently speak the languages of both people and industry-specific terminology, blending technical expertise with exceptional interpersonal skills to reach the desired outcome. These skills ensure project engagement and cohesion across diverse groups of staff, management, and clients.

PROFESSIONAL EXPERIENCE

- **Hurricane Idalia 2023.** Project Manager. Responsible for the management of Hurricane Idalia generated debris in Glynn County, GA. 25,440 cubic yards of debris were removed.
- **Red Tide Cleanup 2023.** Project Manager. Responsible for managing all aspects of Red Tide Cleanup in Sarasota, FL.
- **State of Vermont Summer Flood 2023.** State Manager. Responsible for managing sixteen (16) debris removal projects across the State. Services included ROW C&D debris haul in, ROW vegetation debris haul in, site restoration and hazardous materials handling. Localities served include cities, towns and villages. 5920 tons of debris were removed.
- **Central Texas Winter Storm Mara Debris 2023.** Area Manager. Responsible for managing four (4) debris removal projects across two (2) counties. Services provided to clients included ROW debris haul in, park facilities clean-up, reduction, debris haul-out, and site restoration. Clients served include cities, counties, and municipal utility districts. 330,846 cubic yards of debris were removed.
- **West Central Florida Hurricane Ian Debris 2022.** Area Manager. Responsible for managing eleven (11) debris removal projects across five (5) counties. Services provided to clients included cut/push, ROW debris haul in, specialized debris removal, reduction, debris haul-out, site restoration, street sweeping, and catch basin cleanout. Clients served include cities, counties and FDOT.
- **Terrebonne Parish School District, LA Hurricane Ida Debris 2022.** Project Manager. Responsible for managing all aspects of debris removal across forty-five (45) facilities heavily impacted by Hurricane Ida. Developed a specialized operations plan that accounted for working on active campuses to protect all children, staff, visitors, and facilities.
- **City of Covington, LA Hurricane Ida 2021.** Project Manager. Responsible for all recovery components including push, debris collection and final disposal. Started push on Day 1 after the event and completed it in less than 4 days which was the quickest completion of a significantly impacted City on the North Shore. According to the electric company this allowed them to refocus assets from other areas to Covington resulting in the restoration of 84% of the City's grid in 6 days. Debris collection and disposal was completed ahead of the projected schedule.
- **Sabine River Authority, LA Hurricane Laura/Delta Debris 2021.** Project Manager. Responsible for managing all aspects of debris removal along forty (40) miles of canal including eighty (80) miles of levee and over thirty-five (35) entrance ways/ramps in ninety-two (92) working days. Debris streams included vegetative, C&D and leaners/hangers.
- **Vermilion Parish, LA Hurricane Delta Debris 2020.** Project Superintendent. Responsible for managing all aspects of debris removal across a 1,200 sq mile parish divided into fourteen (14) districts. Debris streams included vegetative, C&D, marsh grass, leaners/hangers and stumps entering three (3) separate DMSs.
- **Escambia County School District Hurricane Sally Debris 2020.** Project Superintendent. Responsible for scheduling, managing, and ensuring quality control for the removal debris and hangers/leaners from sixty (60) facilities. Brought the twenty-eight (28) facilities initially assigned to a safe and operationally ready status in four (4) days so that the District could reopen the entire school system. All operations were completed in less than four (4) weeks.
- **City of Edinburg, TX Hurricane Hanna Debris 2020.** Project Superintendent. Responsible for scheduling, managing, and ensuring quality control for both subcontractor and self-performing

debris removal trucks. Performed debris assessments. Provided timely responses to communications from the client to ensure satisfaction.

- **Hamilton County Tennessee Tornado Debris 2020.** Subcontractor Manager. Responsible for the acquisition, scheduling and management of multiple subcontractors executing ROW Vegetative and C&D Haul-in and Mulch Haul-out. Interacted with client POC on a regular basis providing updates, explanations of operations and addressing any client concerns. Provided DMS support services, basic equipment operation and conducted daily safety meetings. Over 409,500 cubic yards of debris were removed.
- **Butte County California Fire Debris 2019.** Logistics Chief/Subcontractor Manager. Responsible for project-wide and self-performing crew logistics support including resource forecasting, equipment acquisition, materials selection, competitive pricing evaluation, personnel housing, and asset management. Secured required local permits for laydown yard. Refocused subcontractor haul-out operations including a review of the existing haul-out operations, vetting, and negotiating with new subcontractors, and provided subsequent operational oversight which led to a project savings of over \$426K. Interfaced with the Project Owner's team during bi-weekly planning meetings and provided daily as well as weekly reporting to the Incident Commander that drove decision-making activities. Coordinated alternative staff housing during PG&E power outages. Actively involved in project closeout planning and responsible for the successful demobilization of all Ceres-owned assets.
- **SW Georgia Hurricane Michael Debris 2018.** Operations Manager/ Subcontractor Manager. Responsible for the direct management of over 120 ROW debris haulers and haul-out subcontractors (1,000+ containers) across 13 counties. Duties include operational planning, subcontractor management, overall project management and daily coordination with USACE. Developed a tracking and reporting system that provided internal decision makers and USACE with vital statistics which drove planning and operations decisions. Elevated to Operations Manager with USACE-approval and led successful leaner/hanger mission, oversize stump removal, C&D collection, mulch haul-out and closeout of the project.
- **City of Coral Gables Hurricane Mitigation Grant Program 2018.** Senior Project Manager/Funding Specialist. Developed 4 HMGP successfully funded applications for disaster mitigation projects in response to Hurricane Irma. Application process included project planning, addressing environmental concerns, weekly interactions with local government staff and gaining the approval of the City Commission.
- **Apex Oil Terminal Improvements 2017.** Senior Project Manager. Responsible for developing procurement policies, ensuring 6 Good Faith Efforts were followed and documented to maximize DBE participation, pre-construction planning, project management, federal compliance (Davis Bacon, American Iron and Steel, EEO), financial reconciliation and close-out of a 7-month, FEMA funded \$1,500,000 fuel terminal improvements project which spanned 3 sites each in a different state with concurrent procurement and construction activities.
- **City of Miami Wagner Creek/Seybold Canal Stormwater Improvements 2017.** Senior Project Manager. Responsible for funding, project management, federal compliance (Davis Bacon, American Iron and Steel, EEO), financial reconciliation and close-out of an 18-month, \$21,000,000 sediment removal project that included 1 prime contractor and 4 subcontractors. Project was awarded the 2018 WEDA Environmental Excellence Award.
- **US Virgin Islands Gordon A. Finch Marine Terminal 2016.** Senior Project Manager. Responsible for preparing a federal TIGER grant application, award acceptance, procurement, and project management of a \$13,000,000 project to demolish and replace the existing Roll-On/Roll-Off pier as well as construction of horizontal and vertical site improvements. Developed Benefit-Cost Analysis that was used in part as a planning model/guide for future TIGER projects by USDOT.
- **City of Marco Island Septic Tank Replacement Program 2015.** Senior Project Manager. Responsible for the planning, funding, procurement, project management, federal compliance (MBE/WBE participation, Davis Bacon, Buy American, EEO), financial reconciliation and close-out of a 6-year, FDEP/EPA funded \$63,000,000 program that included 8 prime contractors and over 24 subcontractors. Project was highly complex with politicians and residents in opposition of the project at the beginning in addition to being in an environmentally sensitive region. Required frequent attendance and speaking at City Council meetings, addressing both Council and public concerns verbally and in writing as well as maintaining a public presence via direct outreach and

media throughout the project. Worked hand-in-hand as an extension of City staff to ensure financial forecasting, environmental planning, project phasing and construction were properly aligned.

- **Collier County Wastewater System Improvements Program 2014.** Senior Project Manager. Responsible for the planning, funding, procurement, project management, federal compliance (Davis Bacon, EEO), financial reconciliation and close-out of a 8-year, FDEP funded \$140,000,000 program that included the construction and/upgrade of 3 wastewater treatment facilities with a combined capacity of over 55 MGD and 16 miles of collection mains. During the program, it was common for multiple large projects to proceed simultaneously requiring detailed planning and frequent coordination with County staff, County Commission, and contractors.

EDUCATION/CERTIFICATIONS

- BA, Business Administration-Finance, Keiser University, Sarasota, FL
- AS, Computer Network Administration, Keiser University, Sarasota, FL
- OSHA 30/HAZWOPER
- US Army Corps of Engineers (USACE) – CQM-C
- FEMA IS20, IS21, IS33, IS102, IS559, IS632, IS 633, IS634, IS700, IS702, ICS100
- FDOT Resident Compliance Specialist – Local Agency Program

SPEAKING ENGAGEMENTS/PROFESSIONAL ACKNOWLEDGEMENTS

- Florida Department of Transportation – “Simplifying Davis Bacon”
- American Water Works Association – “SRF: A Local Government Perspective”
- Florida Department of Transportation – Disadvantaged Business Enterprise SME
- Florida Department of Environmental Protection – Davis

Brent Whitten, Project Manager/Project Superintendent

Mr. Whitten has been involved in debris management and disaster recovery services for nearly 20 years. His work has ranged from demolition of residential and commercial sites after Hurricane Katrina to quality control for the U.S. Army Corps of Engineers to debris removal projects following major disasters such as Hurricane Irma and Ida. He is FEMA-certified in Debris Operations and the Incident Command System. He is also a FEMA-certified Disaster Housing Inspector. His responsibilities include direct supervision of a project and ensuring compliance with all safety and quality control regulations. Mr. Whitten brings strong organizational skills and the ability to motivate to any job.

PROFESSIONAL EXPERIENCE

- **Livingston Parish Emergency Watershed 2019 – Current.** Project Manager in Louisiana for the waterway debris removal project. 3,306,224 linear feet of debris were removed.
- **St. Tammany Parish Waterway Debris Removal Project 2022 - 2023.** Project Superintendent in Louisiana for a waterway debris removal project.
- **Hurricane Ida 2021.** Project Superintendent for Livingston Parish, LA, responsible for recovery operations as a result of Hurricane Ida. 1,322,210 cubic yards of debris were removed.
- **Northern California Wildfire Debris Removal 2018.** Quality Control Manager for the USACE ACI debris removal project in Lake, Mendocino and Napa Counties, CA following the fires between October and December of 2017. 84,000 tons of debris were removed.
- **Hurricane Irma 2017.** Project Manager in Pinellas County, FL for the Disaster Debris Collection and Removal of 123,916 cubic yards of debris generated by Hurricane Irma.
- **Hurricane Irma 2017.** Project Manager for the hauling for final disposal of previously compacted and/or ground debris in Miami, FL. 455,554 cubic yards of debris were removed.
- **Hurricane Irma 2017.** Project Manager for Gulfport City, FL for the clean-up of debris generated by Hurricane Irma.
- **Southeast Tornadoes 2017.** Provided direct supervision on post-tornado debris management project for Dougherty County. The project involved collection, removal and processing of over 650,000 cubic yards of debris.
- **Linfield Hunter & Junius Inc., USACE New Orleans District, 2014-2016.** Quality Assurance Representative for USACE Construction Division. Responsible for conferring with the Construction Division in clarifying deviations or inadequacies in plans, impractical specifications and unworkable schedules.
- **SMC Buildings, Design/Build New Commissary, Fort Polk, LA, May – October 2014.** Quality Control Manager for design/build project. Responsible for maintaining the project submittal log and all other project specific quality control reports. Assembled project closeout documents that include O&M manuals, as-builts, and warranties.
- **Hurricane Isaac, CTEH/Providence Engineer and Environmental, 2012.** Conducted environmental sampling and data collection. Assisted in conducting research performing investigations for the purpose of identifying, abating, or eliminating sources of pollutants or hazards. Conducted air, water and/or soil sampling, meteorological monitoring.
- **Infinity Construction, St. Charles Parish, LA, February – September 2012.** Responsible for managing, implementing and enforcing the Accident Prevention Plan and the 385-1-1. Responsible for managing and implementing the QC Plan.
- **Benetech, LLC, New Orleans, LA, 2010-2012.** Safety Manager and Quality Control Manager for projects under Benetech. Responsible for overseeing and enforcing Benetech's safety program for various USACE construction jobs ranging from \$7,000,000 to \$25,000,000.
- **AquaTerra Contracting, New Orleans, LA, 2008-2010.** Safety Manager and Quality Control Manager on USACE job sites. Ensured proper safety was being followed per 385-1-1 and company safety policy. Prepared site specific AHA's. Implemented Accident Prevention Plan. Trained all employees on safety procedures. Conducted weekly safety meetings.
- **Hurricane Ike 2008.** Area Manager overseeing debris removal from DOT roads and Right-of-Entry removal of stumps and logs, hiring subcontractors, and project planning by quadrant. Conducted daily safety meetings and provided daily reporting on contractor progress and performance.
- **Hurricane Gustav 2008.** Area Manager overseeing debris removal from DOT roads and Right-of-Entry removal of stumps and logs, hiring subcontractors, and project planning by quadrant. Conducted daily safety meetings and provided daily reporting on contractor progress and performance.

- **Environmental Chemical Corp., New Orleans, LA, 2006-2008.** Supervised the decommissioning, demolition, and disposal of privately properties in accordance with applicable federal, state, and local requirements. Supervised the demolition of over 200 homes and commercial structures destroyed by Hurricane Katrina.
- **Post Buckley Schuh & Jernigan, Inc., 2004-2006.** Demolition Environmental Inspector and Evacuation Plan Writer following Hurricanes Wilma, Katrina, Charley, Frances, and Jean. Conducted oversight monitoring for RACM and C&D throughout Louisiana. Provided monitoring oversight for RACM floor tile removals throughout five (5) parishes.

EDUCATION/CERTIFICATIONS

- | | |
|--|--|
| ▪ BS, Wilberforce University. | ▪ FEMA IS-100 ICS |
| ▪ FEMA IS-102 FEMA Response Partners | ▪ FEMA IS-631 Public Assistance |
| ▪ FEMA IS-632 Debris Operations | ▪ OSHA 30 Hour Construction Safety |
| ▪ OSHA 40 Hour HAZWOPER Training | ▪ USACE Training Safety & Health EM 385-1-1 |
| ▪ FEMA IS-00035.15 Safety Orientation 2015 | ▪ U.S. Army Corps of Engineers QCS/RMS Training |
| ▪ FEMA Disaster Housing Inspector (PARR) | ▪ U.S. Army Corps of Engineers Construction Quality Management |
| ▪ E-QIP # 3943088 | ▪ First Aid/CPR/AED |
| ▪ HAZWOPER 2021 Refresher 8hr | |

Ed Ziegler, Project Manager

Mr. Ziegler has been in environmental services for 28 years, starting in building demolition, slab and foundation removal, restoration and asbestos abatement then moving to disaster recovery response while working on snow removal in the early 1990s. Mr. Ziegler has experience managing large scale demolition and construction projects.

PROFESSIONAL EXPERIENCE

- **MN Mulch/Snow 2022 – Current.** Project Superintendent for routine debris related tasks during the winter season.
- **Hurricane Ian 2022.** Project Superintendent in Indian River County, FL, Mt. Dora, FL, Winter Park, FL, Seminole County, and, Deltona, FL for debris management and removal following Hurricane Ian. Over 363,500 cubic yards of debris were removed.
- **Hurricane Ida 2021.** Project Manager in Gonzales, LA. 106,041 cubic yards of debris were removed.
- **Cameron Peak Wildfire 2021.** Project Manager in Larimer County, CO. over 14,000 trees were removed.
- **Hurricane Laura 2020.** Project Superintendent in Vermillion Parish and City of Scott, LA for debris clean-up after Hurricane Laura in September 2020. Over 265,000 cubic yards of debris were removed.
- **Hurricane Michael 2018.** Project Manager for the U.S. Army Corps of Engineers ACI SAD activation in 13 Georgia counties to perform debris clean-up after Hurricane Michael made landfall in October 2018.
- **Hurricane Matthew 2016.** Project Manager for the debris removal and disposal projects on all 40 TDR sites, City of Albany and Dougherty County following Hurricane Matthew in October.
- **Christchurch, New Zealand Demolition 2012 – 2013.** Project Manager for the demolition and soil remediation.
- **Hard Drives Construction 2003 – 2005.** Grade Foreman and Operator responsible for construction of roads and buildings.
- **Landwehr Construction 2001 – 2003.** Grade Foreman
- **El Centro California Naval Air Base 2000.** Project Manager for the demolition of a 1,393 M2 Cold Storage Facility. The project included building demolition, slab and foundation removal, asbestos abatement, lead based paint abatement, pcb ballast, electrical reroute, mercury switch removal, utility disconnects, and restoration.
- **Oklahoma City Tornadoes 1999.** Lead project manager for USACE contract providing debris removal, managing multiple debris sites, and demolishing damaged residential structures.
- **Fort Knox, Kentucky Demolition 1996.** Project Manager for the demolition of various building project. Work included demolition of approximately 8,825 m2 of one-, two- and three-story wood frame or concrete/brick buildings, removal and disposal of pcb, demolition of associated asphalt, gravel and concrete surfaces and foundations, recycling of metals, crushing of brick, CMU, concrete footers, sidewalks, streets, and parking lots, the volume reduction of demolition debris (to conserve landfill space), the disposal of demolition debris, site restoration, and turn establishment.
- **Fort Benning, Georgia Demolition 1995.** Project Manager for demolition and recycling of various buildings. Demolition of 13,372 m2 from 39 buildings, 6 story power plant and 60-meter stack, asbestos abatement, lead abatement, removal of utility lines, foundations, pavements, and drainage structures, temporary sedimentation and erosion control, environmental protection, grading, site restoration and turf establishment
- **Fort McCoy, Wisconsin Demolition 1994.** Project Manager for the demolition of WWII wood frame buildings with concrete foundations project.
- **Wood Waste Recycling 1992 – 2020.** Grinder Superintendent for the Libertyville Navel Training Facility in Minnesota and Texas.
- **Seasonal Snow Removal 1992 – 2020.** Performing 28 years of snow removal for Ceres during the winter season. Clearing areas of snow accumulation and removing to off-site storage areas and responding to snow emergencies.

EDUCATION/CERTIFICATIONS

- OSHA Standard 1910.178



Jay Martin Zulinke, Project Superintendent

Jay Martin Zulinke has over 20 years of experience with debris removal, construction, utilities, and environmental operations. As his role as a superintendent, Mr. Zulinke promotes a safety-first mindset and a culture centered around productivity and profitability. His skills include strong leadership, problem solving, and analytical thinking. Mr. Zulinke is knowledgeable on a wide variety of equipment and safety protocols and regulations which ensures that he and his team stay safe and organized.

PROFESSIONAL EXPERIENCE

- **Ceres Environmental Services, Inc., Superintendent 2020 – Present**
 - **NMDOT Hermits Peak/Calf Canyon Flood, Straight Line Wind and Wildfire Recovery. September 2022-November 2023.** Superintendent in San Miguel and Mora County, New Mexico following Hermits Peak & Calf Canyon Fire. Mr. Zulinke's roles included supervising daily crew operations, leading quality control personnel, and facilitating daily meetings with traffic control crews, monitors, environmental and archeological personnel.
 - **Oregon Wildfire Recovery. Archie Creek Fire 2021 - 2022.** Superintendent in Douglas County, OR and Glide, OR. following Archie Creek Wildfire. Mr. Zulinke's roles included evaluating job sites to determine all trees in need of removal for ROW., recording and tracking all trees for invoicing, reviewing operations and crew completed assignments to ensure compliance with all state and contract policies, and overseeing daily operations of machinery and tree fallers for tree removal, slash removal, and log removal. Contributed to the layout of all traffic control operations for the safety of the crews and the public.
 - **Tropical Storm Nicholas 2021.** Superintendent in Richwood, TX for vegetative debris removal following Tropical Storm Nicolas.
 - **Hurricane Ida 2021.** Superintendent in Thibodaux, LA for the removal and disposal of debris following Hurricane Ian. Over 100,000 cubic yards of debris were removed.
 - **California Wildfire – Camp Fire, Butte County 2019-2020.** Superintendent in Butte County, CA. His roles included managing personnel and equipment, leading quality control of hazard trees to ensure all processes were executed according to protocol, reconciling invoices to eliminate errors, and overseeing maintenance of all tools and equipment. (Over 3000 ROEs managed; 768,458 tons of debris removed)
 - **Obenchain Fire 2020.** Superintendent in Jackson County, Oregon following the Obenchain Fire. Mr. Zulinke's roles included overseeing tree removal operations, creating layout plans for correct placement of equipment and materials, verifying safety procedures and policies among crews, facilitating daily meetings, directing operations for chipping of slash and logs, and creating layout plans.
- **Northeast Foods, Sanitation Supervisor 2022-2020.** Led a team of technicians to maintain a high level of sanitation for food manufacturing plants and ensured regulatory requirements are met for FDA, OSHA Safety, HAZMAT, and GMP.
- **Ameritech Utilities, DROP Construction Manager 2008-2011.** Trained subcontractors on OSHA safety standards and troubleshoot machinal repairs for constriction equipment.
- **Vermeer Northeast, Territory Technical Sales Manager 2006-2008.** Obtained factory certifications as Underground Specialist and Waste Reduction Specialist and sold industrial equipment to DOT, municipalities, and statewide programs.
- **Bryd Brothers, LLC, Project Manager – Emergency Department 2004 -2005.** Directed crew members in Volusia County following the 2004 Hurricane Season.
- **Mitchell Distribution Company, Manufacturer's Representative 2000-2003.** Sold heavy construction equipment.
- **U.S Army (Honorable Discharge).** Assembled over 100 steel bridges for use in military training in Germany in 3 years. Received commendations for representing 8th Infantry Division as part of the U.S. Army Ski Team. Served as a Truck Driver and Heavy Equipment Operator.

EDUCATION/CERTIFICATIONS

- Johnson Community College – Welding Program
- Alfred State College – HVAC Certificate
- Erie Community College – Basic Carpentry
- Construction Safety & Health (30-Hour) | OSHA
- OSHA 40-Hour HAZWOPER



- OSHA Academy – Introduction to Job Hazard Analysis
 - Conducting a Job Hazard Analysis
 - Introduction to Safety Supervision
 - Safety Supervision and Leadership
 - Introduction to Safety Management
- Emergency Management Institute
 - Introduction to Debris Operations
 - Debris Management Plan Development
 - FEMA Safety Orientation

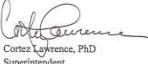
Certifications

 Emergency Management Institute FEMA This Certificate of Achievement is to acknowledge that DAVID A PREUS has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00100.a Introduction to the Incident Command System, ICS-100 Issued this 25th Day of May, 2009 0.3 IACET CEU <i>Cortez Lawrence, PhD</i> Superintendent Emergency Management Institute	Ceres Employees Holding This Certification - Kevin Sudbury - Tia Laurie - Brent Whitten - Chris Shelnut - Chuck Owens - David Preus - Derek Pruner - Earl Lutz - Felicia Smith - Gail Hanscom - Marian Banks - Michael Randall - Mike Hansen - Milagros Gonzalez - Patricia Macey - Robert Smith - Tammy Hunt - Terrence Thornhill
 Emergency Management Institute FEMA This Certificate of Achievement is to acknowledge that PATRICIA C MACEY has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00200.b ICS for Single Resources and Initial Action Incident, ICS-200 Issued this 22nd Day of December, 2010 0.3 IACET CEU <i>Vicki Schulz-McInroe</i> Superintendent (Acting) Emergency Management Institute	Ceres Employees Holding This Certification - Chris Shelnut - Chuck Owens - Derek Pruner - Earl Lutz - Felicia Smith - Gail Hanscom - Marian Banks - Milagros Gonzalez - Mike Hansen - Patricia Deville - Patricia Macey

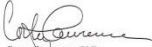
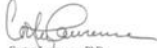
 Certificate of Achievement This Certificate of Achievement is to acknowledge that <u>Gail M. Hanscom</u> Has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of requirements of the IS-300 INTERMEDIATE INCIDENT COMMAND SYSTEM COURSE as prescribed by the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management And Federal Emergency Management Agency <i>This training sponsored and coordinated by the Champlin Office of Emergency Management Champlin, Minnesota Issued this 1st day of June, 2007</i> <i>David Schuman</i> Instructor This Course meets the requirements for 12 hours of continuing education as recognized by the National Registry of Emergency Medical Technicians Minnesota POST credits applied for Gail M. Hanscom	Ceres Employees Holding This Certification ■ Earl Lutz ■ Gail Hanscom ■ Mike Hansen ■ Patricia Macey
 Certificate of Achievement This Certificate of Achievement is to acknowledge that <u>Gail M. Hanscom</u> Has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of requirements of the IS-400 ADVANCED INCIDENT COMMAND SYSTEM COURSE as prescribed by the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management And Federal Emergency Management Agency <i>This training sponsored and coordinated by the Champlin Office of Emergency Management Champlin, Minnesota Issued this 1st day of June, 2007</i> <i>David Schuman</i> Instructor This Course meets the requirements for 12 hours of continuing education as recognized by the National Registry of Emergency Medical Technicians Minnesota POST credits applied for	Ceres Employees Holding This Certification ■ Earl Lutz ■ Gail Hanscom ■ Mike Hansen ■ Patricia Deville ■ Patricia Macey
 Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that TIA N LAURIE has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00700 National Incident Management System (NIMS), An Introduction <i>Issued this 22nd Day of December, 2008</i> <i>Corina Lawrence, PhD Superintendent Emergency Management Institute</i> 0.3 CEU	Ceres Employees Holding This Certification ■ Tia Laurie ■ Linda Smith ■ Alonzo Clay ■ Chris Shelnut ■ Chuck Owens ■ Derek Pruner ■ Earl Lutz ■ Felicia Smith ■ Gail Hanscom ■ Tammy Hunt ■ Kevin Sudbury ■ Marcus Smith ■ Marian Banks ■ Michael Randall ■ Mike Hansen ■ Patricia Deville ■ Tammy Hunt ■ Terrence Thornhill

 Emergency Management Institute FEMA This Certificate of Achievement is to acknowledge that JASON ALBER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00800.b National Response Framework, An Introduction Issued this 11th Day of July, 2016 0.3 IACET CEU Tony Russell Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ▪ Tia Laurie ▪ Linda Smith ▪ Alonzo Clay ▪ Chris Shelnut ▪ Chuck Owens ▪ Derek Pruner ▪ Felicia Smith ▪ Marcus Smith ▪ Marian Banks ▪ Michael Randall ▪ Patricia Macey ▪ Terrence Thornhill
 Emergency Management Institute FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00001 Emergency Program Manager An Orientation to the Position Issued this 22nd Day of April, 2010 1.0 IACET CEU Cortez Lawrence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ▪ Derek Pruner
 Emergency Management Institute FEMA This Certificate of Achievement is to acknowledge that TIA N LAURIE has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00010 Animals in Disaster, Awareness and Preparedness Issued this 31st Day of December, 2008 1.0 CEU Cortez Lawrence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ▪ Tia Laurie ▪ Marcus Smith ▪ Tammy Hunt

Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that JASON ALBER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00026 Guide to Points of Distribution Issued this 11th Day of July, 2016  0.4 IACET CEU  Tony Russell Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ▪ Derek Pruner
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that JASON ALBER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00033.16 FEMA Initial Ethics Orientation 2016 Issued this 11th Day of July, 2016  0.1 IACET CEU  Tony Russell Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ▪ Kevin Sudbury ▪ Derek Pruner
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that TIA LAURIE has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00102 Deployment Basics for FEMA Response Partners Issued this 2nd Day of January, 2009  Cortez Lawrence, PhD Superintendent Emergency Management Institute 0.1 CEU	Ceres Employees Holding This Certification ▪ Tia Laurie ▪ Kevin Sudbury ▪ Brent Whitten ▪ Michael Randall ▪ Alonzo Clay ▪ Marcus Smith ▪ Derek Pruner

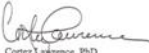
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that JASON ALBER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00120.a An Introduction to Exercises Issued this 8th Day of July, 2016  0.5 IACET CEU  Terry Russell Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ▪ Derek Pruner ▪ Marcus Smith ▪ Michael Smith ▪ Terrence Thornhill
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00139 Exercise Design Issued this 21st Day of April, 2010  1.5 IACET CEUs  Cortez Lawrence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ▪ Derek Pruner
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that JASON ALBER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00230.d Fundamentals of Emergency Management Issued this 8th Day of July, 2016  0.6 IACET CEU  Terry Russell Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ▪ Alonzo Clay ▪ Chad Dorsey ▪ Chris Shelnut ▪ Derek Pruner ▪ Felicia Smith ▪ John Gallicchio ▪ Michael Dillard ▪ Michael Randall ▪ Patricia Deville ▪ Tammy Hunt ▪ Terrence Thornhill

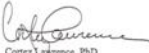
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that JASON ALBER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00235.c Emergency Planning Issued this 8th Day of July, 2016  0.5 IACET CEU  Terry Russell Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ▪ Alonzo Clay ▪ Derek Pruner ▪ Marcus Smith ▪ Michael Randall ▪ Terrence Thornhill
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that JASON ALBER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00240.b Leadership and Influence Issued this 11th Day of July, 2016  0.5 IACET CEU  Terry Russell Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ▪ Linda Smith ▪ Chad Dorsey ▪ Chris Shelnut ▪ Derek Pruner ▪ Jay Martin Zulinke II ▪ Patricia Deville ▪ Marcus Smith ▪ Michael Dillard ▪ Michael Randall ▪ Robert Smith ▪ Terrence Thornhill
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that JASON ALBER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00288.a The Role of Voluntary Agencies in Emergency Management Issued this 11th Day of July, 2016  1.0 IACET CEU  Terry Russell Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ▪ Derek Pruner

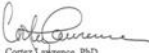
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00293 Mission Assignment Overview Issued this 30th Day of March, 2010  0.3 IACET CEU  Cortez Lightence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ▪ Derek Pruner ▪ Michael Randall
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that TIA LAURIE has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00630 Introduction to the Public Assistance Process Issued this 21st Day of December, 2009  0.2 IACET CEU  Cortez Lightence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ▪ Tia Laurie ▪ Patricia Macey
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00631 Public Assistance Operation I Issued this 7th Day of April, 2010  0.7 IACET CEU  Cortez Lightence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ▪ Brent Whitton ▪ Derek Pruner

 Emergency Management Institute FEMA This Certificate of Achievement is to acknowledge that TIA N LAURIE has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00632 Intro to Debris Opers in FEMA's Public Assis. Prg Issued this 8th Day of August, 2008 0.5 CEU <i>Cortez L. Lawrence, PhD</i> Superintendent Emergency Management Institute	Ceres Employees Holding This Certification - Kevin Sudbury - Tia Laurie - Alonzo Clay - Brent Whitten - Chad Dorsey - Chris Shelnut - Derek Pruner - Felicia Smith - Marcus Smith - Marian Banks - Michael Dillard - Michael Randall - Patricia Deville - Robert Smith Jr. - Tammy Hunt - Terrence Thornhill - Kerry Kennedy
 Emergency Management Institute FEMA This Certificate of Achievement is to acknowledge that JASON ALBER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00701.a NIMS Multiagency Coordination System (MACS) Issued this 8th Day of July, 2016 0.5 IACET CEU <i>Tory Russell</i> Superintendent Emergency Management Institute	Ceres Employees Holding This Certification Derek Pruner
 Emergency Management Institute FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00703.a NIMS Resource Management Issued this 13th Day of April, 2010 0.3 IACET CEU <i>Cortez L. Lawrence, PhD</i> Superintendent Emergency Management Institute	Ceres Employees Holding This Certification - Derek Pruner - Michael Randall

Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00801 Emergency Support Function (ESF) #1 Transportation Issued this 15th Day of April, 2010  0 IACET CEU  Cortez L. Lawrence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ■ Derek Pruner
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00802 Emergency Support Function (ESF) #2 Communications Issued this 15th Day of April, 2010  0 IACET CEU  Cortez L. Lawrence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ■ Derek Pruner
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00803 Emergency Support Function (ESF) #3 Public Works and Engineering Issued this 15th Day of April, 2010  0 IACET CEU  Cortez L. Lawrence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ■ Derek Pruner ■ Kerry Kennedy

Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00804 Emergency Support Function (ESF) #4 Firefighting Issued this 16th Day of April, 2010   Cortez L. Lawrence, PhD Superintendent Emergency Management Institute 0 IACET CEU	Ceres Employees Holding This Certification ■ Derek Pruner
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00805 Emergency Support Function (ESF) #5 Emergency Management Issued this 16th Day of April, 2010   Cortez L. Lawrence, PhD Superintendent Emergency Management Institute 0 IACET CEU	Ceres Employees Holding This Certification ■ Derek Pruner
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00806 Emergency Support Function (ESF) #6 Mass Care, Emerg. Assistance, Housing, Human Services Issued this 30th Day of March, 2010   Cortez L. Lawrence, PhD Superintendent Emergency Management Institute 0 IACET CEU	Ceres Employees Holding This Certification ■ Derek Pruner

Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00808 Emergency Support Function (ESF) #8 Public Health and Medical Services Issued this 17th Day of April, 2010   Cortez L. Lawrence, PhD Superintendent Emergency Management Institute 0 IACET CEU	Ceres Employees Holding This Certification ■ Derek Pruner
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00809 Emergency Support Function (ESF) #9 Search and Rescue Issued this 17th Day of April, 2010   Cortez L. Lawrence, PhD Superintendent Emergency Management Institute 0 IACET CEU	Ceres Employees Holding This Certification ■ Derek Pruner
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00810 Emergency Support Function (ESF) #10 Oil and Hazardous Materials Response Issued this 17th Day of April, 2010   Cortez L. Lawrence, PhD Superintendent Emergency Management Institute 0 IACET CEU	Ceres Employees Holding This Certification ■ Derek Pruner

Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00811 Emergency Support Function (ESF) #11 Agriculture and Natural Resources Issued this 17th Day of April, 2010   0 IACET CEU Cortez L. Lawrence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ■ Derek Pruner
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00812 Emergency Support Function (ESF) #12 Energy Issued this 17th Day of April, 2010   0 IACET CEU Cortez L. Lawrence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ■ Derek Pruner
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00813 Emergency Support Function (ESF) #13 Public Safety and Security Issued this 17th Day of April, 2010   0 IACET CEU Cortez L. Lawrence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ■ Derek Pruner

 Emergency Management Institute FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00814 Emergency Support Function (ESF) #14 Long-Term Community Recovery Issued this 17th Day of April, 2010 0 IACET CEU Cortez Lawrence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ▪ Derek Pruner
 Emergency Management Institute FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-01900 National Disaster Medical System (NDMS) Federal Coordinating Center Operations Issued this 18th Day of April, 2010 0.3 IACET CEU Cortez Lawrence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ▪ Derek Pruner ▪ Terrence Thornhill
 U.S. ARMY CORPS OF ENGINEERS USACE LEARNING CENTER HUNTSVILLE, ALABAMA CERTIFICATE TIA LAURIE SE9-02-15-00025 has completed the Corps of Engineers and Naval Facility Engineering Command Training Course CONSTRUCTION QUALITY MANAGEMENT FOR CONTRACTORS - #784 University of North Florida Jacksonville, FL Location November 12, 2014 Training Date(s) NAVJAC SE Instructional District/ NAVJAC Robert "Whit" Heffington P.E. Facilitator/Instructor 508-542-6680 Telephone Robert "Whit" Heffington P.E. NAVJAC SE (251) 904-542-6680 COM-5 Manager Facilitator/Instructor Signature THIS CERTIFICATE EXPIRES FIVE YEARS FROM DATE OF ISSUE Florida Construction Industry Licensing Board - 10 Continuing Education Hours University of North Florida / NAVJAC SE - Provider # 0001343, Course # 0608220	Ceres Employees Holding This Certification ▪ Kevin Sudbury ▪ Tia Laurie ▪ Alonzo Clay ▪ Brent Whitton ▪ Everett Bond ▪ Gail Hanscom ▪ Chuck Owens ▪ David Davenport ▪ Derek Pruner ▪ John Ulschmid ▪ Kerry Kennedy ▪ Marcus Smith ▪ Michael Randall ▪ Michael Smith ▪ Paulino Ortiz ▪ Ron Rodriguez ▪ Tammy Hunt

	▪ Jay Martin Zulinke II ▪ Bobby Harrell ▪ Raymond Arndt
	Ceres Employees Holding This Certification ▪ Kevin Sudbury ▪ Alonzo Clay ▪ Brent Whitten ▪ Chad Dorsey ▪ Chris Shelnut ▪ Chuck Owens ▪ David Davenport ▪ Jake Thompson ▪ Jay Martin Zulinke II ▪ Lonnie Beevers ▪ Marcus Smith ▪ Marian Banks ▪ Michael Randall ▪ Michael Smith ▪ Omar Arroyo Jr. ▪ Patricia Deville ▪ Robert E Smith Jr. ▪ Ron Rodriguez ▪ Tammy Hunt
	Ceres Employees Holding This Certification ▪ Alexander Ziegler ▪ Brian Ritter ▪ David Davenport ▪ Huey DeVille ▪ Jake Thompson ▪ Joey Deville ▪ John Ulschmid ▪ Michael Hansen ▪ Michael Smith ▪ Mike Hansen ▪ Ron Rodriguez ▪ Tammy Hunt ▪ Walter Klarkowski ▪ Raymond Arndt

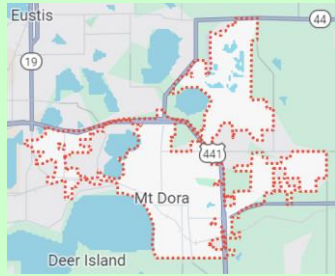
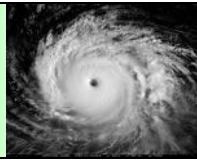
	Ceres Employees Holding This Certification - Kevin Sudbury - Alexander Ziegler - Alonzo Clay - Bobby Harrell - Brent Whitten - Chad Dorsey - Charles Schlueter - Chris Shelnut - David Davenport - David Grutkoski - Edward D Ziegler Sr - Everett Bond - Felicia Smith - Jake Thompson - Jay Martin Zulinke II - John Gallicchio - Kevin Cain - Michael Lonnie Beevers - Marcus Smith - Marian Banks - Michael Randall - Michael Smith - Patricia Deville - Patricia Macey - Ricardo Morales - Ronnie Prince - Simon Neuens - Tammy Hunt - Walter Klarkowski - Domenick Fazio - Reginald Harden - Raymond Arndt
	Ceres Employees Holding This Certification - David Preus - Gail Hanscom

 American Academy of CPR & First Aid, Inc. <i>This is to certify that</i> GAIL HANSCOM <i>has completed the course in</i> Adult CPR <i>This individual has successfully completed the above mentioned course, and has demonstrated proficiency in the subject by passing the examination, in accordance with the terms and condition of American Academy of CPR and First Aid, Inc.</i> AB432673-ADL 07/24/2014 07/24/2016 Certification Number Issue Date Renewal Date <i>J. Gowani MD</i> Director of Training Jehangir Gowani, MD	Ceres Employees Holding This Certification ■ Chuck Owens ■ Elizabeth Bennett ■ Gail Hanscom ■ Jesse Deville ■ John Gallicchio ■ Marek Gacek ■ Marlon Davis ■ Milagros Gonzalez ■ Sammy Aaron ■ Tammy Hunt ■ Wyatt Watson
 CHC Training Environmental Compliance Certification Experts Missouri State Approval MO-136 www.chctraining.com 303.432.6360 855.66.CERTIFY 1775 W. 35th Avenue Denver, Colorado 80221 United States of America CERTIFICATE OF ACHIEVEMENT This certificate is awarded to: RANDY HARDY In recognition of satisfactory completion of the EPA-approved annual asbestos refresher training course under section 206 of the Toxic Substance Control Act (TSCA), Title II entitled: CONTRACTOR / SUPERVISOR COURSE COMPLETION: OCTOBER 16, 2023 EXAMINATION DATE: OCTOBER 16, 2023 EXPIRATION DATE: OCTOBER 16, 2024 COURSE HOURS: 8.0 <i>Donna T. Wilson</i> CEO & Training Program Manager <i>Steven S. Kie</i> Instructor Credentialed License ID: 84543575 CHC Training Certificate No. R23-1531-AS-MO	Ceres Employees Holding This Certification ■ Randy Hardy

3.9 Overall Approach and Methodology to Scope of Work

Approach

To successfully respond to a disaster, natural or otherwise, planning and preparation are of the utmost importance. Ceres adheres to a series of carefully drawn plans for each step of its response beginning from the time we prepare our response to your RFP until planning begins for the event after next. **Refer to Section 5.2 for our Debris Management Operations Plan.**

Projected Storm Preparation and Response Table		
Today	We are at work at Ceres so that we can respond rapidly and successfully to an event in Mount Dora. We are zone mapping, doing localized resourcing, and negotiating subcontractor agreements. Ceres has letters of intent from local subcontractors and is pursuing additional pre-arranged agreements with more local subcontractors and vendors. Being proactive in our pre-event planning allows us to give maximum attention to Mount Dora when the day comes for a disaster response.	
Contract Award	Upon contract award and at the City's request, we schedule a personal visit by a Ceres Project Manager. The purpose of this visit is the personal introduction of the key members of each party's team, discussion of the planning, training, and disaster response preparedness needs of the City. During an event, a Project Manager will be assigned only to Mount Dora and will be available to the City 24 hours per day, 7 days per week.	
Planning and Training	If included in the contract, Ceres will provide training to designated City personnel as agreed. The company also continues its Pre-Event planning as it reviews local subcontracts, makes plan changes as necessary and keeps an eye on the weather. Typically, Ceres monitors the National Weather Service forecasts and several subscription services to keep us aware of tropical storms and hurricanes.	
Pre-Storm Mobilization	When a storm in your area is imminent, Ceres acts quickly so that road clearance and debris removal operations can begin as soon as the storm subsides. At your request, if conditions permit, your Ceres Project Manager, or other Ceres professional, will join Mount Dora personnel in the EOC and help prepare for storm impact and recovery.	
Landfall	Once the immediate threats are past, the on-site Project Manager will work directly with City officials as we begin our disaster response efforts. Our pre-arranged subcontractors will begin readying equipment for registration.	
Cut and Push	The Ceres Project Manager will ensure that City needs are being met in order of priority. Local subcontractors and equipment will begin any necessary road clearance operations and will begin staging efforts for right-of-way debris removal.	
FEMA Records and Data Management	Ceres will assist Mount Dora on an as-requested, as-needed basis to ensure that records are kept and maintained to provide maximum allowable reimbursement to the City.	

Fully Operational	The necessary trucks will be in place to continue debris removal in an orderly fashion. Local subcontractors will be deployed to the maximum extent possible, and the Ceres debris removal operation will be fully operational on this day.	
First Pass Complete	At the end of the first pass of debris removal time would be allowed for residents to bring additional debris to the curbside. Crews would begin ramping up to start the second pass. Additional tasks, such as hazardous tree removal, hazardous stump removal, and other similar scopes of work may be implemented.	
Second Pass Complete	Debris removal operations would be well in hand. Hot spot crews would continue to cleanup any debris that has time or safety constraints. The vast majority of storm debris would be cleaned from the rights-of-way. The Ceres Project Manager would begin focusing on project completion procedures.	
Final Pass Complete	Debris removal operations would be 100% complete. The Ceres Project Manager would remain in constant contact with Mount Dora personnel, but daily presence may not be needed by this time.	
Site Reclamation	After debris hauling activities have ceased, all debris on any Debris Management Sites (DMS) will be processed and/or removed. The sites will then be graded and restored, usually by seeding with grass.	
Ticket Reconciliation	Ceres performs ongoing ticket reconciliation with subcontractors and Mount Dora so that databases of debris hauled match as closely as possible. After all debris has been hauled, all truck ticket databases are reconciled to close out the financial records of the project.	
Invoicing	Following reconciliation of the truck records, a final invoice will be delivered.	
FEMA Reimbursement	Ceres will work with the City following the completion of the field work, on an as-requested, as-needed basis to ensure maximum allowable reimbursement.	

Methodology

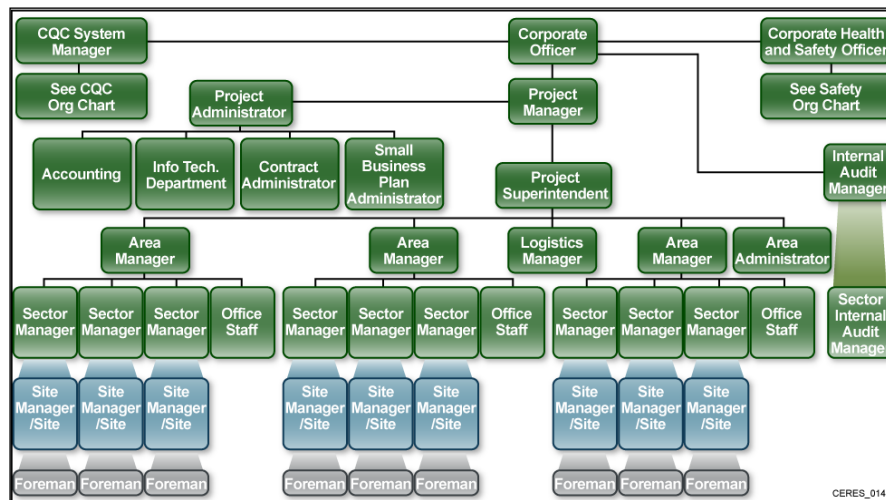
Ceres Environmental Services, Inc. is a privately held company owned and operated by its President, David McIntyre. The mobilization and contract administration headquarters for this contract will be our Sarasota, Florida office, with other offices, equipment facilities, staging sites, and recycling centers in Texas and Minnesota.

Ceres is structured so that one or two of the corporate officers can be absent from headquarters for extended periods of time to manage projects from the field. There are always one or two remaining at headquarters to ensure continuity of management. This proved very useful when Ceres was awarded a \$1 billion contract by the U.S. Army Corps of Engineers to perform a disaster debris contract following Hurricanes Katrina and Rita, in which two of Ceres' officers were in the field in Louisiana for over six months.

Project Management

In Ceres experience, disaster recovery is project-based. It is best managed using the principles of formal project management that are also embedded in the National Incident Management System and its Incident Command System (ICS). Therefore, Ceres has organized its disaster response work in a manner that relies heavily on a Project Manager (PM) whose position is analogous to the Incident Commander under the ICS. The PM oversees all field production and supervises a Project Administrator who is in charge of administrative functions on a project basis. The PM also supervises the Project Superintendent and several

Area Managers (whose quantity depends on the size of the project), who supervise Sector Managers, who supervise Site Managers. The Site Managers supervise a physical location, which may be a TDSR site, a debris loading site, or a demolition site, and the personnel they supervise are generally foremen or people physically performing the work.



Ceres Project Management organization can be adjusted to fit the size of the project and the area of coverage by changing the number of Area, Sector and Site Managers.

The Project Manager also supervises the work of a Logistics Manager and an Area Administrator, who are staff people. At the Sector level, it is customary to have office staff. This structure allows for optimal production since multiple crews (depending on project size) are supervised and maintained while all safety, data management, and tracking protocols are being met in conjunction with quality performance.

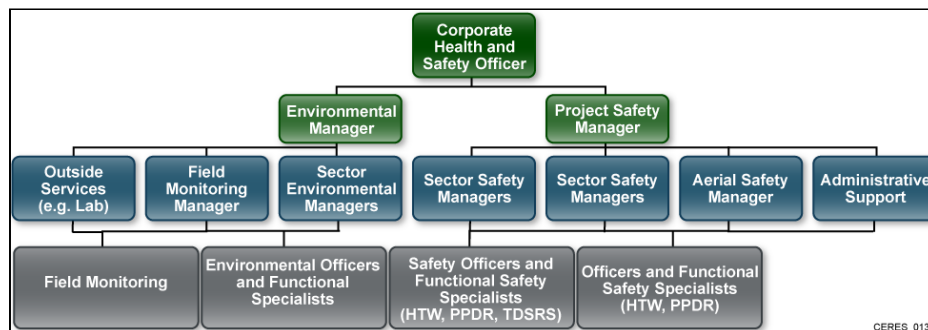
The Project Administrator supervises the administrative staff on a field project. The staff provides support for the line managers and supervisors in the field on the jobsite. The Small Business Plan Administrator locates contracts with and administers relations with subcontractors. On large projects, the Small Business Plan Administrator may have clerical help, and will provide technical support for our subcontractors, such as assistance in preparing certified payrolls if required. The Information Technology (IT) department is responsible for tracking all types of data on the project, record keeping, and database management, and the accounting staff provides onsite support for Ceres personnel.

Internal Audit

The Internal Audit department is a critical component of the Ceres management team. During the work on Hurricane Katrina recovery, especially during the private property debris removal activities, Ceres' management noticed that the quantity of quality control personnel was very high compared with the quantity of traditional production personnel. To ensure that projects are proceeding as they should, and that personnel in all aspects of the project are performing as they should, Ceres has instituted the position of Internal Audit Manager, who supervises Audit Managers. These individuals review activities in the field as well as files in the office to be sure that all Ceres employees are doing their work as specified in the contract. The rigors of a Six Sigma program are not planned, but Ceres senior management believes that this addition to our organization will help us strengthen our performance.

Project Safety

Ceres maintains a Corporate Health and Safety Officer to whom the Environmental Manager and a Project Safety Manager report for each project underway. Sector Managers report to the Environmental Manager and Project Safety Manager, and functional specialists

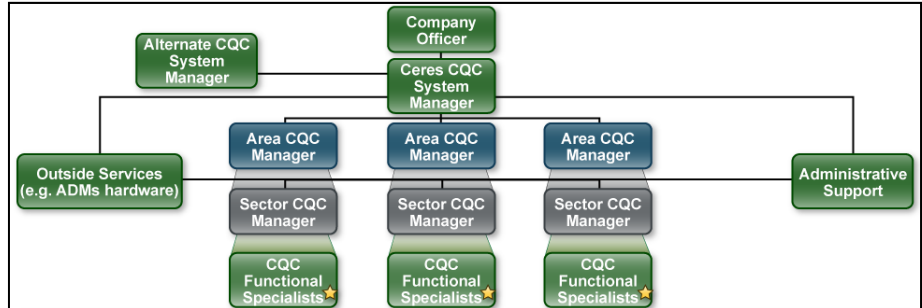


Additional Safety Officers, Functional Safety Specialists and Sector Safety Managers can be added as needed for coverage and to keep spans of control between three and five.

work in the field with specialized training to fill specific needs such as asbestos inspections. The Project Safety Manager in the field is responsible to the Corporate Health and Safety Officer for monitoring safety conditions and developing measures for ensuring the safety of all assigned personnel.

Project Contractor Quality Control

The Contractor Quality Control (CQC) System Manager reports directly to the Company President in accordance with best corporate practice. Depending on the size of the event, the organization can be readily expanded by adding additional Area and Sector Managers and Functional Specialists. This allows us to maintain coverage and keep spans of control within the ideal three to seven direct reports.



Having the Quality Manager report directly to a company officer means that quality issues get visibility at the highest levels in the company.

Company and Project Leadership

Ceres will assign personnel resources to an event based on the size and scope of the disaster. The personnel resumes included in a separate section of this proposal represent the full spectrum of personnel immediately available to Ceres. They are assigned at a seniority level and in numbers commensurate with the event. This is in accordance with the principles of the FEMA Incident Command System.

Tab 4
Financial Stability

4 FINANCIAL STABILITY

Ceres Environmental Services, Inc. can provide performance and payment bonds from an 'A'-rated, treasury-listed carrier in amounts in excess of \$1 Billion per project. With liquid working capital and additional credit lines in excess of \$200 million available, a lack of financial resources is never an obstacle for Ceres.

Ceres has an established, solid 25-year banking relationship with 1st Source Bank as well as other financial institutions. Financial concerns such as short-term cash flow are not obstacles for Ceres. The company is able to perform work with its own funds and the timing of payments from customers is a non-issue for the corporation. During Hurricanes Harvey, Irma, Maria and NorCal wildfires in 2017-18, Ceres carried \$98 million in open invoices with no work stoppages or delay in subcontractor payments. On the Hurricane Katrina Project, Ceres had up to \$140 million in open invoices to the USACE, without an interruption in work performance or delays in payments to the subcontractors.

Bank of Record (Letter Attached):

1st Source
Art Bayley
Box 266
Oconomowoc, WI 53066
262-567-7057 telephone

Surety Company Contact (Letter Attached):

Ted Jorgensen
Liberty Mutual Insurance Company
150 S 5th Street, Ste. 2800
Minneapolis, MN 55402
612-349-2464 telephone

Insurance Company Information (Insurance Certificate Attached in Tab 7):

Rob Dahlin
Holmes Murphy
225 South Sixth Street, Ste. 1900
Minneapolis, MN 55402
612-349-2420 telephone

Box 333
Lannon, WI 53046
262-488-3800

April 8, 2024

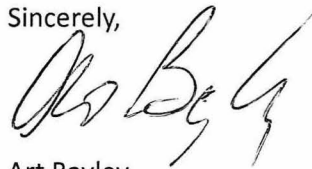
RE: Ceres Environmental Services, Inc.

Dear Sir/Madam:

1st Source Bank has had an excellent relationship with Ceres Environmental Services Inc. for over 30 years. We provide Ceres a medium 8 figure revolving line of credit, a medium 8 figure equipment finance line and they maintain a medium 7 figure deposit account.

All accounts are handled in a very satisfactory manner. Please contact me at the above address if you have any questions.

Sincerely,



Art Bayley
Vice President



Liberty Mutual Surety

April 8, 2024

**Re: Ceres Environmental Services, Inc.
Contractor's Qualification Statement**

To Whom It May Concern:

Ceres Environmental Services, Inc. is a highly regarded client of Liberty Mutual Insurance Company. Ceres has been a client of ours for over 30 years. They have completed projects up to \$453,000,000 for the USACE. Currently, we provide a bond program of \$1,000,000,000. We are confident in their ability to perform.

Liberty Mutual Insurance Company is an A (Excellent) A.M. Best rated insurance company in Financial Size Category XV (\$2 Billion or greater) as of the latest publication.

Please note that the decision to issue performance and payment bonds is a matter between Ceres and Liberty Mutual Insurance Company and will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds. If you have any questions or need additional information, please do not hesitate to contact me at (612) 349-2464.

Sincerely,

Ted Jorgensen
Attorney-in-Fact
Liberty Mutual Insurance
2854 Highway 55, Suite #250
Eagan, MN 55121

Member of Liberty Mutual Group



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210698 - 190054**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian J. Oestreich, Colby D White, Emily White, Joshua R. Loftis, Lin Ulven, Melinda C. Blodgett, Michelle Morrison, Nathan Weaver, Nicole Stillings, R. C. Bowman, R. W. Frank, Rachel Thomas, Ross S. Squires, Sandra M. Engstrum, Sarah Dragt, Ted Jorgensen, Tina Domask

all of the city of Minneapolis state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of August, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 31st day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of April, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

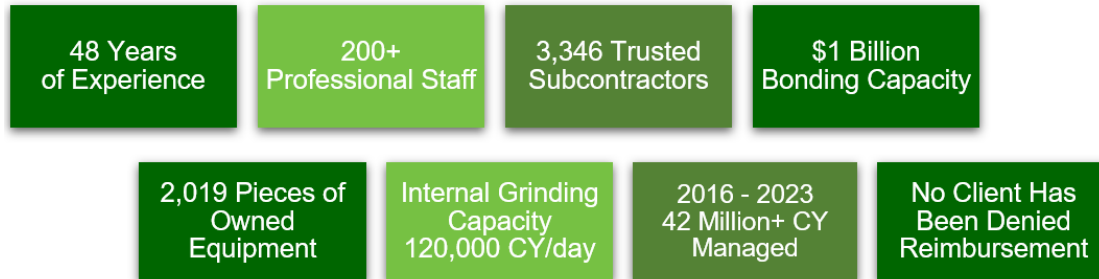
Tab 5
Resources and Methodology

5 RESOURCES AND METHODOLOGY

5.1 Resources

Throughout our proposal, we have highlighted the experience and capabilities that make us an excellent choice to support Mount Dora in the event of a disaster. Ceres has **48 years of experience** in disaster recovery and employs a professional and managerial staff with exceptional experience in the field. We own **2,019 pieces of equipment** and have a database of **3,346 trusted subcontractors** to support our disaster relief efforts. The company is financially secure, with a bonding capacity of more than **\$1 billion** per project. Ceres has permanent office locations in Florida, Texas, Louisiana, California and Minnesota.

CERES HAS NEVER DEFAULTED ON A CONTRACT OR FAILED TO COMPLETE ANY WORK AWARDED.



Equipment

Ceres Environmental Services, Inc. and its family of companies own 2,019 pieces of disaster response equipment valued at over \$108 million. Substantially more additional equipment available through our subcontractors. In our 2005 response for the USACE on Hurricane Katrina, Ceres provided more than 7,847 certified placarded vehicles and supporting loading equipment for an 11-parish region in Louisiana. Ceres-owned equipment augments our subcontractors' equipment and provides additional flexibility, direct management control, and higher levels of customer responsiveness and satisfaction.

Because of its extensive company-owned fleet, Ceres can send equipment and personnel to respond to a disaster regardless of the availability of subcontractors.

Ceres owns all the equipment needed for supporting its own personnel in the field, including mobile living quarters, food supply, large potable water supply tanks and large septic storage systems. These systems save valuable management time in responding to higher category storms. Ceres also has these same systems to provide project-wide support including for Government personnel. Ceres owns self-contained office trailers including satellite internet connections and satellite phones. Through our established vendor supply chain, we can provide rental satellite phone service to our clients.

Ceres Owned Equipment.

Category	Owned	Description
Light Truck	163	Pickup Trucks, ½ & ¾ Ton Size
Service Truck	24	Mechanic & Oiler Trucks
Self-Loader Truck	21	Straight Trucks with Grapple Loader
Bucket Truck	35	Arbor Truck with Boom
Straight Truck	58	Flatbed, Dump & Roll Off Trucks
Semi-Tractor	52	Tandem & Tri Axle Tractors
Utility Trailer	83	Car Hauler & Service Trailers
Dump Trailer	52	Dump Trailers
Walking Floor Trailer	23	48' Self Unloading Debris Trailers
Tag Trailer	19	40K# Tag Along Trailer for Self-Loader Support
Lowboy Trailer	12	Heavy Equipment Hauler Trailers
Debris Container	37	Assorted Roll Off Containers
ISO Storage Container	81	Portable Shipping/Storage Containers

Category	Owned	Description
Inspection Tower	6	Portable Traffic Inspection Tower
Portable Office	7	Portable Self-Contained Office
Portable Berthing (R/V)	25	Assorted berthing to house and sleep crew
Wheel Loader	26	Assorted Wheel Loaders with Bucket and/or Grapple
Backhoe Loader	1	Wheel Backhoe Loaders
Skid steer Loader	28	Assorted Wheel or Track Skid steer Loaders
Swinger Loader	3	Swinger Loader with Bucket and/or Grapple
Telehandler	9	Assorted Sized with Forks, Grapple and Bucket
Hydraulic Excavator, Tracked	57	Assorted Tracked Excavators with Bucket and/or Grapple
Hydraulic Excavator, Wheel	2	Wheeled Excavator with Grapple, Breaker, and Buckets
Hydraulic Amphibious Excavator	2	Pontoon Flotation Excavator with 50' Reach
Hydraulic Demolition Excavator	3	High Reach Demolition Units
Tracked Dozer	21	Assorted Dozers Straight Blade or 6 Way Blade
Self-Propelled Sweeper	10	Wet/Dry Sweeper, Truck Mounted Vacuum System
Tub Grinder	7	Assorted Sized Tub Grinder for Vegetative Reduction
Horizontal Grinder	10	Track Mounted and Trailer Mounted Grinders
Brush Chipper	60	Assorted Sized Pull Behind Chipper for Vegetative Reduction
Tree Chipper	10	Track Mounted and On Road Wheeled Self-Loading Chipper
Crusher, Jaw Style	1	Track mounted crusher unit
Portable Screening Machine	9	Assorted Screening Units for Soils and Aggregates, 2 on Tracks
Portable Material Density Separator	1	Water bath Unit for Separating Materials
Light Plant	11	Assorted Lamp Light Plants, 2 with 20KW Generator
Air Curtain	10	9 Portable Air Curtain Trench Burner and 1 Fire Box Incinerator
Water Pump	25	Portable Water Pumps Sizing from 3" – 12"
Generator Set	38	Assorted Generators Sizing from 6KW to 240KWmw
Assorted Attachments	435	Buckets, Grapples, Blades, Shears etc.... for equipment support
Marine Skimmer Vessel	5	Work Vessel Outfitted for Harbor Cleaning of Debris and Contaminants
Marine Cleaning Equipment	1	Self-powered Beach Cleaner
Forestry - Tree Handler	10	Track Mounted and On-Road Wheeled Long Reach Tree Handler 42' to 75' Reach
Forestry - Forwarders, Harvesters, Skidders, Masticator, Log Loaders	19	Forwarders, Harvesters, Skidders, Tracked Masticator and Log Loaders
Water Trailer, Fire Response	57	Trailer with 525-gallon water tank, HP Pump and Fire Hoses
Logging Trailer	17	Hay Rack, Short Logger, Log Dolly
Miscellaneous	433	Tools, etc.

We recognize that subcontractors are crucial to our ultimate success in a major event. Below is a sampling of important equipment available through subcontractors:

Type of Equipment	Quantity
Air Curtain Burner	585
Bucket Trucks	1,136
Concrete/Rock Crushers	54
Excavator	3,356
Knuckleboom-Prentice-Style-Self-Loader	5,219
Roll Off Trucks	3,955
Skid Steer	7,439
Skid Steer with/Grapple	9,001
Tractor-Trailer End Dump	11,872
Tractor-Trailer Live Bottom	4,078
Truck-Dump-Single Axle	7,973
Truck-Dump-Tandem Axle	15,358
WheelLoader-FrontEnd-4Yard	6,092

Financial Stability

Ceres' excellent financial stability means that it can provide performance and payments bonds from treasury-listed carriers in amounts in excess of **\$1 billion** per single project. During Hurricanes Harvey, Irma, Maria and NorCal wildfires in 2017-18, Ceres carried \$98 million in open invoices with no work stoppages or delay in subcontractor payments. On the Hurricane Katrina Project, Ceres had up to \$140 million in open invoices to the USACE, without an interruption in work performance or delays in payments to the subcontractors. With liquid working capital and additional credit lines in excess of \$200 million available, a lack of financial resources is never an obstacle for Ceres.

Personnel

For the City of Mount Dora, Ceres will provide exceptionally qualified personnel to lead the efforts for any event occurring for which our services are required. Refer to **Sections 4.6 and 4.7 for our Key Personnel Qualifications. Section 5.4** covers our ability to **Ramp Up to Remove Large Volumes of Debris**.

Ceres' personnel are trained in FEMA regulations and are schooled in the use of FEMA Public Assistance Debris Management Guide FEMA 325, as well as additional resource books Public Assistance Guide FEMA 322 and Public Assistance Policy Digest 321.

Subcontractors

We have a database of 3,346 trusted subcontractors to support our disaster relief efforts with a pool of **73 subcontractors within 30 miles of Mount Dora**. Our objective at Ceres is to perform all work associated with this contract in an efficient and safe manner through the effective administration and management of our equipment, personnel, subcontractors and suppliers. In accordance with Ceres' policies and programs, the work plan for this contract will be developed and executed assisting, counseling, advising and utilizing, to the maximum extent possible and to the extent consistent with the Mount Dora's interest, local and other Small Businesses (SB) as well as Small Disadvantaged Businesses (SDB) (such as HUBZone, Veteran-owned [VO], Service-Disabled Veteran-Owned [SDVO] and Woman-Owned [WO]) for the provision of equipment, labor, services and supplies.

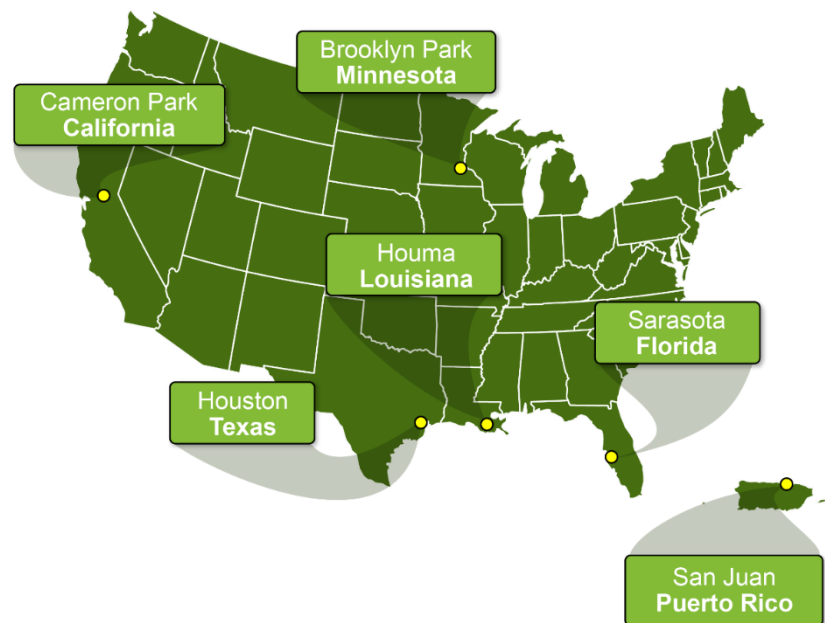
It is important for Ceres to provide opportunities for local companies and their employees to work on any project resulting from this contract. Additionally, Ceres may directly employ individuals on a project. Ceres has a very well-developed subcontracting plan and a stellar record of implementing our plan and making payments to local subcontractors on past projects performed when Ceres is the prime contractor. **See Section 5.7 for our Subcontracting Plan and List of Potential Subcontractors.**

Facilities

The primary mobilization and contract administration headquarters for this project will be our Sarasota office, **3 hours from Mount Dora**. Equipment and personnel will be mobilized from the other offices seen as required.

Ceres' multiple locations ensure that, even if an event affects our Sarasota location, other offices will swiftly take over to meet the needs of the City.

Ceres also has servers storing company documents in multiple locations throughout the country. If one server is lost in an event the data will not be lost and will not prevent Ceres from performing any work for any of its clients.



5.2 Debris Management Operations Plan

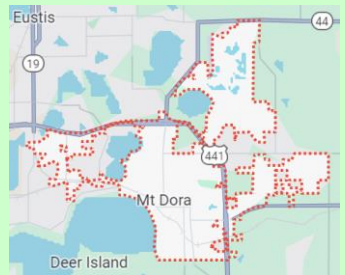
The following is a general discussion of Ceres Environmental Services, Inc.'s technical approach and understanding of the scope of work. It includes a timetable for response and recovery based on past Ceres experience and our standing disaster response plans. The overall plan for contract execution is described in detail in a section below titled "Contract Performance Phases". Finally, we present seven scenarios based on different disaster events that may impact your jurisdiction in order to illustrate our response to increasingly severe storms.

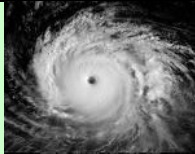
Our Response to You

Our record demonstrates that we stand ready to perform tasks of any size. In order to keep that record intact our preplanning is already underway for Mount Dora. As part of its response, Ceres has identified our office in Sarasota, Florida as a mobilization headquarters. Ceres' mobilization planning and localized subcontracting efforts are implemented to minimize lead times during an event and to keep subcontracting dollars local. Our approach to subcontracting is to work from the inside out. This means we are implementing pre-storm agreements with local resources first, to use them first. When the project expands or the need arises, Ceres adds other resources that are also under contract to us. **Ceres commits to providing an adequate number of experienced, trained and qualified personnel within 25 hours of notification and to be fully operational within 72 hours of receiving the Notice to Proceed.**

Project Timeline

The following describes the typical workflow between Ceres and Mount Dora once a contract award has been received until FEMA reimbursement.

Projected Storm Preparation and Response Table		
Today	We are at work at Ceres so that we can respond rapidly and successfully to an event in Mount Dora. We are zone mapping, doing localized resourcing, and negotiating subcontractor agreements. Ceres has letters of intent from local subcontractors and is pursuing additional pre-arranged agreements with more local subcontractors and vendors. Being proactive in our pre-event planning allows us to give maximum attention to Mount Dora when the day comes for a disaster response.	
Contract Award	Upon contract award and at the City's request, we schedule a personal visit by a Ceres Project Manager. The purpose of this visit is the personal introduction of the key members of each party's team, discussion of the planning, training, and disaster response preparedness needs of the City. During an event, a Project Manager will be assigned only to Mount Dora and will be available to the City 24 hours per day, 7 days per week.	
Planning and Training	If included in the contract, Ceres will provide training to designated City personnel as agreed. The company also continues its Pre-Event planning as it reviews local subcontracts, makes plan changes as necessary and keeps an eye on the weather. Typically, Ceres monitors the National Weather Service forecasts and several subscription services to keep us aware of tropical storms and hurricanes.	
Pre-Storm Mobilization	When a storm in your area is imminent, Ceres acts quickly so that road clearance and debris removal operations can begin as soon as the storm subsides. At your request, if conditions permit, your Ceres Project Manager, or other Ceres professional, will join Mount Dora personnel in the EOC and help prepare for storm impact and recovery.	

Landfall	Once the immediate threats are past, the on-site Project Manager will work directly with City officials as we begin our disaster response efforts. Our pre-arranged subcontractors will begin readying equipment for registration.	
Cut and Push	The Ceres Project Manager will ensure that City needs are being met in order of priority. Local subcontractors and equipment will begin any necessary road clearance operations and will begin staging efforts for right-of-way debris removal.	
FEMA Records and Data Management	Ceres will assist Mount Dora on an as-requested, as-needed basis to ensure that records are kept and maintained to provide maximum allowable reimbursement to the City.	
Fully Operational	The necessary trucks will be in place to continue debris removal in an orderly fashion. Local subcontractors will be deployed to the maximum extent possible, and the Ceres debris removal operation will be fully operational on this day.	
First Pass Complete	At the end of the first pass of debris removal time would be allowed for residents to bring additional debris to the curbside. Crews would begin ramping up to start the second pass. Additional tasks, such as hazardous tree removal, hazardous stump removal, and other similar scopes of work may be implemented.	
Second Pass Complete	Debris removal operations would be well in hand. Hot spot crews would continue to cleanup any debris that has time or safety constraints. The vast majority of storm debris would be cleaned from the rights-of-way. The Ceres Project Manager would begin focusing on project completion procedures.	
Final Pass Complete	Debris removal operations would be 100% complete. The Ceres Project Manager would remain in constant contact with Mount Dora personnel, but daily presence may not be needed by this time.	
Site Reclamation	After debris hauling activities have ceased, all debris on any Debris Management Sites (DMS) will be processed and/or removed. The sites will then be graded and restored, usually by seeding with grass.	
Ticket Reconciliation	Ceres performs ongoing ticket reconciliation with subcontractors and Mount Dora so that databases of debris hauled match as closely as possible. After all debris has been hauled, all truck ticket databases are reconciled to close out the financial records of the project.	
Invoicing	Following reconciliation of the truck records, a final invoice will be delivered.	
FEMA Reimbursement	Ceres will work with the City following the completion of the field work, on an as-requested, as-needed basis to ensure maximum allowable reimbursement.	

Contract Performance Phases

In order to successfully respond to a disaster, natural or otherwise, planning and preparation are of the utmost importance. Ceres adheres to a series of carefully drawn plans for each step of its response beginning from the time we prepare our response to your RFP until planning begins for the event after next.

The following information outlines a generic plan for responding to debris-generating emergencies. Please note that this general summary is not specific to a particular type of disaster event.

Post Award Phase

Upon contract award and at Mount Dora request, a personal visit by a Ceres Project Manager can be scheduled. The purpose of this visit is to introduce the key members of each party's team, discuss the planning, training, and disaster response preparedness needs of the City from their own perspective, and review the Ceres Debris Management Plan, from mobilization to the Final Report. Tours of each of the sites identified for the following uses will be jointly conducted:

- Equipment Staging
- Debris Management Site(s)
- Local Landfills Authorized for Final Disposal
- City Public Works Offices
- City Administration

It is expected that this meeting will require the better part of a normal workday. Discussion will loosely follow a prepared agenda designed to address the critical elements of resource requirements and knowledge base known to significantly enhance the City's level of disaster response preparedness.

This is step one in the strategic pre-positioning of the interpersonal knowledge of each of our (both parties) teammates. Getting to know each other prior to an event is very important in maintaining a seamless transition during an actual disaster recovery.

Planning and Training Phase

Planning and training are available each year of the contract and may include some of the following planning and training topics:

- How Many Jellybeans in the Jar: Estimating Debris
- The FEMA Paperwork Process: From IDA to PW and All Points In Between
- Continued Growth: Changes in FEMA Policy
- Recent Legislative Changes
- Know Where to Look: Additional Funding Mechanisms for Debris
- Keeping It Between the Lines: Working with Regulatory Agencies for Debris
- Tipping Point: Determining Your Force Account Capabilities or When Will I Need Help
- FEMA Eligibility: What a "Good" Contractor Will Tell You
- Behind the Curtain: Becoming a Ceres Project Manager
- Tricks of the Trade: Tough Lessons Learned from 45+ Years of Experience
- Document, Document, Document: Debris Monitoring

This creates further opportunities to develop the relationships between the City staff and Ceres personnel that will help to assure a successful debris management operation, when required.

Alert Phase

Selected Ceres team members are subscribed to special weather advisories from several different sources. We are aware of the weather.

Alert 1: Category I & II Hurricanes

When a Category I or II Hurricane's "Cone of Influence" of Projected Impact Area associated with the **3-day** forecast, begins to touch the coastline, the Project Manager assigned to the contract will commence Alert 1 activities.

Alert 1 activity includes, but is not limited to:

- Calling the previously identified representatives of Mount Dora, and exchanging the most up-to-date contact information each has with the other.
- Activating Ceres notification procedures for all subcontractors – operations and administrative services.
- Contacting and overseeing preparations to make the Project Advance Team ready to deploy.
- Assigning a Project Logistics Coordinator to make use of all services possible: including, but not

limited to hotels/motels, gasoline and diesel fuel, catering/restaurants, laundry services, emergency medical services, vehicle and equipment repair shops, and other disaster response and life support services.

- Confirming the availability of emergency road clearing crews and equipment, and as local conditions dictate, dispatch them to a secure, pre-positioning site near or within the City's boundaries.

Alert 2: Category III, IV, or V Hurricane

The same functions are performed as during Alert 1 activity, but they start when the **5-day** "Cone of Influence" of Projected Impact Area begins to focus on the City's geographic area.

Alert 3: All Other Sudden Impact Events

Sudden Impact Events include earthquakes, ice storms, tornados, man-made, technological events, and terrorist activities. These events do not allow for a forecast or pre-positioning the Project Advance Team. Ceres pledges to the City to have a representative physically present within 12 hours of notification to respond to Sudden Impact Events.

Mobilization Phase

Ceres is expert at rapidly mobilizing its team and its equipment as well as key subcontractors to provide the City with the necessary resources as quickly as possible. Ceres recognizes that in order to minimize the financial damage to a community, cleanup activities must begin rapidly and proceed without delay.

Pre-Landfall Activities

Ceres Representative (Early Rep): Ceres will provide, at the City's request, a representative prior to hurricane landfall. When a disaster threatens, Ceres is pleased to provide to Mount Dora one or more representatives to be present at the Emergency Operations Center prior to landfall. The Early Rep will interface with City personnel and provide Ceres management with on-the-ground reports regarding local conditions.

Equipment pre-staging: Prior to landfall, Ceres equipment will be pre-staged at the closest mobilization point and contract administration headquarters. Additionally, our principal subcontractors will have equipment available in or near the City's location. In this manner, Ceres will have sufficient equipment to immediately start the initial push when weather permits and have sufficient equipment to begin the load and haul as soon as possible.

Subcontractor Liaison: As detailed elsewhere in this submission, Ceres has a large number of subcontractors available. During the pre-landfall phase, our subcontractors will be contacted and put on alert in order that they can arrive as soon as safety permits. Ceres already has advance master contracts signed with many subcontractors, so we have already ascertained that they are properly insured.

Project Advance Team

The project team, consisting of the Project Manager and selected Project Administrative Staff and Field Management personnel, will be on-site within **12 hours following notification by the City** prior to, or immediately following, storm impact. The project staff may include management representatives from health and safety, quality control, accounting, subcontract administration, logistics, and field management, depending on the size of the event. As soon as practicable, the advance team will compile an initial damage assessment. Personnel sufficient to round out the project administrative staff, its support function, and operations management, will arrive **within 24 hours of notification**. Once on-site, the Project Manager will be physically capable of responding to the City Representative within one (1) hour of notification.

If requested by the City, the logistics support team will provide and distribute ice, water, food, temporary utilities, sanitary facilities, temporary housing, and any additional services as specified in the agreement between Ceres and the City. During the Preparation/Planning Phase, vendors within and adjacent to the region will be identified and contingency contracts established for the provision of gasoline and diesel fuel, ice, water, food, sanitation, temporary housing, and other services. If during the Preparation/Planning Phase, local vendors are not available, Ceres will arrange to provide the services from other qualified and registered sources.

Contractor Mobile Command Center

The Emergency Operations Temporary Project Office and Primary Debris Collection/Debris Processing Equipment are staged in Houston, TX. Annual heavy equipment hauling permits are maintained for Ceres' eight heavy equipment haulers consisting of semi tractors with lowboy trailers, enabling a quick response. The temporary facilities and Ceres-owned disaster response equipment is expected to arrive within 12 hours of notice to proceed by the City.

The Emergency Operations Temporary Project Office comes equipped with general support equipment such as telecommunications (satellite telephone, radio, cellular phone, or land lines), fax copier, computer network, file cabinets, and general office supplies. The Project Manager, Project Administrative Personnel, Field Manager, Debris Collection and Site Management Crew, and designated City representatives will be provided with a proprietary communication link in the event conventional communications are interrupted. The Emergency Operations Temporary Project Office will be of sufficient size to provide support to the Project Manager, project administrative and support staff, and debris collection and site managers. A separate 10' x 20' office within the same facility equipped with general support equipment can be provided to the City.

Satellite

Ceres knows that immediate communications are critical to an effective response to disaster. We maintain an account with a satellite communications company and maintain satellite handsets for our managers and to provide to our customers as "loaner phones" until standard cell phone service is back online.

Ceres also has the capability to utilize various satellite communications system, which when wired together provide high-speed internet access roughly equivalent to a T-1 line. When powered by a portable generator, our management and our Mobile Command Center users have local and world-wide communication tools to support our high service level.

Lastly, during two recent USACE Debris Missions, Ceres deployed mobile satellite dishes at remote debris management sites to maintain connectivity for real-time production numbers. In the U.S. Virgin Islands after Hurricane Irma and Maria, the telecommunications network on the islands were destroyed. Given the islands remote location, telecommunications providers struggled to repair the network. Ceres deployed mobile satellite dishes at each debris management to maintain connectivity for the USACE and Ceres to review real-time production data. Similarly, in 2018 after Hurricane Michael, Ceres deployed mobile satellite dishes to remote debris management sites in very rural counties with limited cell service. Again, this allowed us to maintain connectivity to review the real-time production data against our estimates and move debris collection crews to keep efficiency and production high.

FirstNet

Ceres also participates in FirstNet, the First Responder Network program developed by AT&T. This gives us the ability to prioritize cellular and internet communications during an emergency. We can request equipment and resources from FirstNet to improve cellular communications and services during an incident.

Life Support and Fuel Supplies

Ceres comes to the project self-sufficient and ready to help in many ways, including the provision of basic necessities. Due to the uncertain nature of room and board, Ceres mobilizes with life support for our crews and for some subcontractors. Additionally, if Mount Dora seeks assistance in provision of basic needs of water, food, shelter, and ice, Ceres can supply these services, as we have done in the past in other locations.

Following the landfall of Hurricane Katrina, Ceres' crews arrived with their own housing (travel trailers and RVs). We proceeded to supply life support of temporary lodging, meals, showers, and bathrooms to 400 people. We are also capable of providing onsite fuel delivery for both the fleet of Ceres owned equipment and our subcontractors, as well as City fleets.

Debris Management Sites (DMS)

When a DMS is established, a Site Plan will be developed for each site, and include, but not be limited to:

- A description of project operations
- Site layout
- Environmental factors
- Site photographs

Additional sub-plans that may be incorporated as necessary in the Site Plan include:

- An **Environmental Protection Plan** that addresses storm water protection, hazardous waste, soil, and leachate draining from the debris stockpiles, site operations, and the proximity of truck traffic to waterways.
- A **Dust Control Plan** that will address prevailing wind directions and location of developed areas as it relates to site design. Methods of mitigation will be specified such as the use of water trucks on access roads.
- A **Traffic Control Plan** that considers the number of trucks per hour entering the DMS and the type of public access control (if authorized). All-weather access roads into and out of the site will be needed to maintain a seven-day per week operation.
- A **Site Safety Plan** that complies with the Ceres Company Accident Prevention Plan (available on request) and applicable OSHA requirements. Security will also be addressed in the Site Safety Plan.
- A **Fire Prevention Plan** that will follow the provisions of the National Fire Prevention Code and in particular, codes that specifically address woodchip storage. All equipment will have fire extinguishers that meet NFPA No. 10A-1970.
- The **Production Plan** will designate how machinery will be utilized on site and will describe site management/operations and anticipated production rates. Each load received at the site will be inspected prior to off-loading to determine load size and the presence and type of any contaminants. Contaminated loads will be separated for further sorting and appropriate processing or disposal.
- **Other plans may include** Truck Routes and Access; Site Staffing and Assigned Duties; Debris Separation and Hazardous Waste Handling plans.



A water truck sprinkling to control dust on an access road.

DMS Construction Timeline

Each designated Debris Site Manager will commence construction of their respective DMS within 24 hours of notification. DMSs will be fully operational within 48-72 hours of Notice to Proceed. The Project Logistics Manager is responsible for ensuring gravel for access and internal haul roads and dump pads, prefabricated inspection tower kits, erosion control materials such as silt fence, straw bales, coir fiber, and geo-membrane liners for hazardous waste containment areas are available on site within 24 hours of notification. Additionally, portable truck scales may also be requested at the direction of the City.

Emergency Roadway Clearance and Debris Removal Phase

The following information outlines a generic plan for responding to debris-generating emergencies. Please note that this general summary is not specific to a particular type of disaster event. This phase encompasses the majority of the physical work of the project. It also generates the most records including load tickets and logs of various kinds. This is also the phase where careful planning pays huge dividends.

Emergency Road Clearing-Cutting and Pushing Public Right of Ways

When emergency road clearing is required, separate crews will be allocated and will be available **within hours** following an event. Ceres typically mobilizes this equipment pre-event based on weather forecasts. Cut and Push Crews will be prepared to work 24-hour shifts (with rotating personnel).

Cut and Push Crew typical configuration is:

- One front-end loader 4/1 bucket (or equivalent) with experienced and qualified operator
- Up to two transport trucks approximately 30 cubic yards with operator(s)
- Two laborers with chain saws and rakes
- Two flag persons

- One Bucket Truck with an experienced operator or climber (optional based on need)
- One Foreman with cell phone and pickup

The number of Cut and Push Crews will be determined by the City. Ceres owns eight (8) wheel loaders (with appropriate grapple attachments) and has additional subcontractor supplied pushing equipment.

Ground personnel will be supplied with sufficient types and quantities of tools and materials to effectively push the debris to the roadside to clear routes for emergency traffic. In the event debris cannot be pushed aside, it will be loaded in trucks and transported to nearby off-street locations for temporary dumping, to be picked up later by the normal debris clearing crews. When each assignment is complete, Ceres' crews will contact the City's dispatcher to obtain authorization to proceed to the next assignment.

Debris Collection – Eligible ROW Vegetative and C&D

Crews will be dispatched to begin work within two days, and according to the City's priorities and the removal schedule adopted in coordination with the City representative. At the direction of the Ceres field supervisor each assigned debris removal crew will service each assigned road or right of way. Daily meetings will be conducted at 7:00 AM between the City and Ceres. Zones and Sections will be identified and prioritized. Progress will be updated and reported to the City at the close of business each day. Additional passes will be conducted prior to project completion in agreement with the City or per contractual requirements, to ensure adequate time has been scheduled for residents to move their debris into the right of way.



A Ceres self-loader with a trailer making pickups from the ROW.

A typical crew will be comprised of:

- One Knuckleboom Loader (or one 4-cubic yard wheel loader with grapple)
- One Bobcat with grapple
- Two laborers with chain saws and rakes
- Two flag persons
- One Foreman with cell phone and pickup truck (one foreman/ three crews)
- GPS Tracking and Navigation Aids
- Three hauling trucks or trailers (30 - 50 cubic yards). Additional/large capacity trucks may be added for longer hauls.

First preference will be given to hauling vehicles best suited to local conditions. Knuckleboom self-loaders are efficient, but in areas with narrow streets or limited overhead clearance, they are too large to be effective. In tight areas, pickup trucks with dumping trailers minimize traffic disruption and potential damage. Crew and overall debris collection production will be monitored on a daily basis. The Project Manager will alter crew composition and overall number of crews as necessary. Self-Loaders may work singly or in conjunction with dump trucks. In accordance with FEMA guidelines, hand-loading will not be allowed or tolerated in any circumstance. Ceres owns 13 Self Loaders (Knucklebooms) and has access to many more through our subcontractors. Following Hurricane Irma, Ceres bought additional knucklebooms to ensure immediate response to our clients.

A minimum of one **Hot Spot Crew** will be assembled for each zone during this project. The crew(s) will commence operations within 24 hours of the notice to proceed. The typical crew will consist of:

- One Knuckleboom or self-loader
- Three Laborers (one sawyer and two Flagmen)

Work zones will move as the debris is cleaned up from the streets and boulevards. When the work zone is located on or near a heavily traveled roadway, it will require additional flag persons, additional signage, and/or assistance from local law enforcement agencies. The crew foreman will monitor the work zone and all other aspects of crew operation.

Hazardous Tree, Limb, and Stump Removal

Ceres employs crews with professional tree climbers and aerial equipment such as bucket trucks to remove hazardous hanging branches and leaning trees ("hangers" and "leaners"). Eligible hazardous stumps as identified by the City, or its authorized representative will be removed. Holes left by removed stumps will be backfilled. Ceres has performed this work on previous storms with an excellent safety record and with an excellent damage record. In response to Hurricane Katrina, Ceres was responsible for trimming and removal of trees in all of Jefferson Parish, LA amounting to 18,599 trees.

Household Hazardous Waste

HHW contains hazardous substances such as Oxidizers, Acids, Bases, Poisons, Flammables and RCRA listed wastes. Primary Recyclables include fuels, lead acid batteries and scrap steel. A large portion of all Household Hazardous Wastes (HHW) can be recycled if properly managed. The remaining materials can be prepared for Incineration, Neutralization or Landfill. During Katrina, most of the recyclables were blended for a Fuels program for energy recovery. Likely candidates for fuels are materials characterized with a high BTU, low water ratio and include streams like paints, oils and consumer fuels. Other recyclables include lead acid batteries, anti-freeze, mercury switches, light bulbs and compressed cylinders.

Curbside collection is the primary source for the HHW stream. Private citizen drop-offs at the TSDRs also contribute to the overall volumes. HHW products are identified by the product label or container type and managed by the DOT Waste Classifications for compatibility. Specific Regulatory programs also direct the flow of specific types of materials. In addition to DOT shipping requirements, there are special regulations for Universal Wastes (like mercury switches, lead acid batteries, and fluorescent bulbs), Fuels, and Guns and Ammunition, for example. Medical Wastes include sharps and used bandages. Ammunition and Guns and explosives present special hazards, as well. It is essential that only specialized personnel manage these materials.

Unknowns are sampled and tested with a series of field screening procedures designed to characterize the materials into compatible classes based on chemical and physical properties. Once chemical compatibility is determined, safer management of the materials can be applied.

Collection and staging areas at the TSDRs are established to eliminate release of chemicals and exposures resulting from the co-mingling of incompatibles. Special precautions are in place preventing chemical reactions within blending tanks. Standards from the National Fire Protection Association (NFPA) are employed. Spill Prevention Control and Countermeasures rules are applied, and containment areas are covered to minimize rainwater collection. RCRA contingency measures and evacuation procedures are prepared and practiced by facility personnel. Safety supplies are routinely inspected, and safety topics are discussed at daily safety meetings.

White Goods

White goods include refrigerant containing appliances such as freezers, refrigerators, and air conditioners; and other large appliances such as washers and dryers and small appliances like microwaves, depending on the recycler. White Goods are segregated at the curb and during demolition decommissioning activities. When tasked, Ceres implements staging, cleaning and recycling operations of white goods. Recyclables include Refrigerant Freon, compressor oils and scrap steel.

White goods containing putrescible wastes are routed through a cleaning area to remove the biological/vegetative debris. This debris is captured into bags or other suitable containers and shipped to an appropriate landfill or composter. Volumes are tracked and counted.

Freon is a regulated substance requiring extraction and recycling by an EPA registered provider. The extraction procedure is written documented on EPA authorized forms. It is important to thoroughly understand the regulatory aspects of this operation.

Under Section 608 of the CAA, EPA has established regulations (40 CFR Part 82, Subpart F) that:

- Require service practices that maximize recycling of ozone-depleting compounds (both chlorofluorocarbons [CFCs] and hydrochlorofluorocarbons [HCFCs] and their blends) during the servicing and disposal of air-conditioning and refrigeration equipment.
- Set certification requirements for recycling and recovery equipment, technicians, and reclaimers.
- Restrict the sale of refrigerants to certified technicians.
- Require persons servicing or disposing of air-conditioning and refrigeration equipment to certify to EPA that they have acquired recycling or recovery equipment and are complying with the requirements of the rule.
- Establish safe disposal requirements to ensure removal of refrigerants from goods that enter the waste stream with the charge intact (e.g., motor vehicle air conditioners, home refrigerators, and room air conditioners).

If refrigerants are recycled or reclaimed, they are not considered hazardous under federal law. In addition, used oils contaminated with CFCs are not hazardous on the condition that:

- They are not mixed with other waste.
- They are subjected to CFC recycling or reclamation.
- They are not mixed with used oils from other sources.

Used oils that contain CFCs after the CFC reclamation procedure, however, are subject to specification limits for used oil fuels if these oils are destined for burning.

Once the units are clean and the Freon is extracted, the units can be prepared for crushing and bailing. Bails can be arranged in any configuration acceptable to the recycler's acceptance criteria.



A licensed technician removing Freon from refrigerators at a TDMS

Electronic Waste

Electronic Wastes, or e-Wastes includes, but is not limited to the following items: TVs, computers, servers, laptops, cell phones, wires and cables, keyboards, mice docking stations, external and internal hard drives, tape drives, external modems, circuit boards, electric motors, transformers, amplifiers, receivers, CD/DVD players, VCRs, cassette players, cash counters, magnetic card readers, cash registers, audio/video equipment, electronic games, musical equipment, electronic test equipment & meters, telephones, answering machines, AC adapters and other power supplies, calculators, FAX equipment, scanners, surge protectors, hair blowers, etc. In general, all products containing electronic circuits where the weight of the electronics contained within is a substantial portion of the total weight of the product are considered good candidates for e-waste recycling.

Upon receipt at an acceptable recycler, electronic items are further evaluated for potential end uses. A de-manufacturing process begins further separating key components from the products. There is a tiered hierarchy of preferred processes, beginning with reuse, then recondition, recycle and landfill. Processing of e-wastes includes segregation, packaging and shipment to the recycler.

Dead Animal Carcasses

When required, carcasses of dead livestock, poultry, and large animals can be removed by Ceres. FEMA reimbursement is contingent on the determination by the City that they represent an imminent and significant threat to public health and safety. The carcasses will be removed to the TDMS and/or a final disposition site approved by the City.

Marine Debris Removal

Debris removal can be accomplished with long reach excavators in some instances, and where required, floating cranes and other amphibious equipment would be mobilized. Several of Ceres' subcontractors are specialists in waterway activity including debris removal. Wet soil conditions and mud will cause problems for wheeled vehicles, making low ground pressure equipment a necessity. Allocation of equipment is always important, but special care must be taken to deploy equipment that will not easily become stuck when cleaning logjams and waterways.

Ceres has also performed emergency levee repair. We own most of the heavy equipment necessary for this work and we have experienced operators available to operate the equipment.

Heavy rainfall, especially following high wind conditions, may cause waterways and canals to become clogged with vegetative and other debris. Logjams must be removed so that future rainfall does not contribute to more flooding, and to promote unimpeded water drainage of any existing flood situation. Existing debris piles near waterways and canals should be removed on a priority basis, so that if additional rain occurs the debris will not float into the drainage system and cause further problems.

Water-based, three feet or less of water depth

Depending on the characteristics of the waterway, temporary bypass pumping, cofferdams, or other means to control the flow of water may be used to enable operation in the waterway.

Dependent on the ability to control the flow of water, various methodologies would be used. These methods could include a combination of the following:

- Hydraulic Long Reach excavators operated from shore
- Willow draft work platforms with Hydraulic Excavators and Grapples
- Winch Truck
- 17-foot utility work boats with 25hp out-board motor.
- Cable Skidders or Tractor Dozers with Winches- laborers would be used to attach the cables to the debris in the waterway, creek, or tributary.

Water-based, greater than three feet of water depth

The removal of vegetative, construction, and demolition debris, hazardous material, and recyclable material in greater than three feet of water will be accomplished primarily with floating plants equipped with spuds supporting hydraulic excavators with long booms equipped with material grapples and materials barges, although a combination of approaches previously detailed may be used. A flexi-barge will be used along with a winch truck as well as a utility work boat with motor. Exact methods are dependent on local conditions and geography.

Sand Screening and Removal and Replacement of Sand and Debris

With a task order from the City to the Project Manager, Ceres crews will separate, collect, transport, process, and dispose/replace sand and debris displaced by the event. Each general clean-up crew will likely consist of the following equipment.

- One Wheeled Loader with Rake/Bucket
- One to six Semi-Tractor(s) with Trailer(s)
- One Screening Plant
- One Front-end Mechanical Broom Sweeping

As directed by the City, Ceres will provide a front-end mechanical broom sweeper to clear streets, gutters, and storm-drains of scattered tree debris. Work will be assigned by sections or quadrants. Debris will be consolidated into piles of approximately five CYs and located as to not disrupt pedestrian or vehicular traffic. Piles will then be loaded and hauled. Sand will be handled as directed by the City.

Sewer, Culvert, and Catch Basin Cleaning

If required, Ceres will supply full-service cleaning/pumping for sewers, culverts, and catch basins. We will provide qualified crews and can supply diesel and gas powered, trash, submersible hydraulic, double diaphragm and centrifugal pumps to allow for cleaning of pipes from an 8-inch diameter up to and beyond 5-foot diameter pipes.

Abandoned Vehicles and Vessels

Abandoned cars make up a large percentage of recyclable scrap steel. Vehicles brought in for processing will be tagged, inventoried in by license plate, make, model, color, and VIN. Vehicles will be staged, and site tagged for easy retrieval. Site operators will forward vehicle data to the Department of Insurance for dissemination to insurers. Local governments will be responsible for the proper notification of vehicle owners. Vehicles will remain at the staging area until inspected by appropriate authorities. Any unclaimed abandoned vehicles will be considered for recycling. Scrap vehicles will be dismantled and recycled after proper recovery of gasoline, diesel fuels, refrigerants, lubricating oils, mercury ABS switches, mercury

convenience switches, lead acid batteries, brake and transmission fluids, antifreeze and tires. Propane tanks and large appliances in recreational vehicles should be removed.

Similar procedures will be employed for boats and vessels. Boats brought to the storage areas should be site tagged, inventoried in by Department of Wildlife and Fisheries registration or other appropriate state agency. The make, model, color, and serial number will be recorded and provided to the agency. The boats will be staged, and site tagged for easy retrieval. Site operators will compare boat data with FEMA database registered boats. Site Operators will forward boat data to the Department of Insurance for dissemination to insurers. Local governments will be responsible for the proper notification of boat owners. Boats will remain at the staging area until inspected by appropriate authorities. Boats deemed for scrap will be crushed to reduce volume for easier handling and management, shredded and properly recycled when possible. The following materials must be recovered: gasoline and diesel fuels, refrigerants, lubricating oils, mercury bilge switches, propane tanks, large appliances, lead acid batteries transmission fluid and electronics, such as, radar sets, radios, GPS units and depth finders.

Demolition of Private Property Condemned Structures – RACM and Non-RACM

Ceres can operate beyond the public Right of Way (ROW) as directed by the City. Upon receipt of a Notice to Proceed, Ceres will retain a third-party inspection firm to survey the condemned structure(s) for hazardous materials (asbestos, lead, PCBs, white goods, mercury containing components, etc.). A copy of the inspection report will be provided to the City. At the same time, Ceres engineering staff will conduct a pre-demolition survey which will consider the following:

- Structural integrity of the building
- Utilities
- Shoring requirements
- Hazardous materials
- Protective structures
- Protection of the public
- Waste management



Asbestos Abatement/Demolition Notifications will be submitted to the appropriate governmental and local agencies. All required permits will also be obtained.

The Demolition crew is expected to consist of the following.

- One to three Semi-Tractor(s) with Trailer(s)
- One Hydraulic Excavator with Bucket and Hydraulic Thumb
- One Wheeled Loader

Ceres demolition projects include work for the North Abaco Recovery Initiative in the Bahamas following Hurricane Dorian, and response to California wildfires in Butte, Lake, Mendocino, and Napa Counties, CA.

Flooding

Ceres expects flood recovery work when a client has significant land area in a 100-year flood zone, and when rivers and other waterways pass through the area to be cleaned. Flood recovery work generally requires specialty equipment, such as long-reach excavators, floating excavators, and a greater amount of tracked skid steers. Wheel loaders with buckets and grapples are often used to remove debris that may fall apart if picked up by a knuckleboom loader.

Ceres has surveyors and other specialists on staff who can determine which flooded areas will be likely to drain first so we can plan and allocate equipment based on those studies.

Although some of the same types of debris are removed in flood and non-flood disaster recovery, typically storms with heavy rainfall increase the amount of construction and demolition debris when compared to vegetation. Also, the timeline is longer in flood situations because standing water takes time to recede. The debris removal may also be more complex as it can involve partial or full demolition of structures. For example, in a post flood situation, a house may have sheetrock walls that must be inspected by an expert who determines that sheetrock must be removed. After removal, the debris may be left on the right-of-way in loose piles. These piles will probably present more difficulty in loading than vegetative debris, or a pile of wind-blown privacy fence, because the waterlogged debris may have no structural integrity and will fall into



Flood debris from 2016 Louisiana Floods

pieces when picked up. For this reason, the types of equipment may be different in flood situation, with wheel loaders and dump trucks more prevalent and self-loading knucklebooms less prevalent than in a non-flood storm. Ceres owns nearly all types of equipment used in flood recovery, and we have subcontractors who specialize in flood disaster recovery.

Ceres has a special hazardous materials (HAZMAT) team that specializes in preventing the spread of contamination and infestations of rodents in areas that were flooded. From past experience, Ceres knows that these areas are prone to contamination from sewage, agricultural run-off, mold, and chemicals, they are also prone to rodents. Ceres plans to concentrate heavily on these areas in order to limit the spread of contaminants and to limit the breeding of rodents and pests. Once the determination is made in conjunction with local officials and the EPA, if applicable, Ceres will utilize its special teams to target these areas.

Following Hurricane Katrina, for example, Ceres made weekly passes in some formerly flooded areas, and “mirrored” or “paralleled” the municipal sanitary waste teams. By doing this, neighborhoods were kept clean on a weekly basis so that pests could not be alternately supported by garbage and flood debris—instead all potential habitat or food for pests was removed frequently to ensure a safe neighborhood.

Pathogens are also more of a problem in flooded areas. Water promotes growth of undesirable organisms, and it also facilitates transfer of bacteria that exist in an environment to humans working in that environment. Our corporate health policies address hazards of working in a flooded disaster environment, and Ceres uses procedures including additional immunizations and additional personal protective equipment such as waterproof clothing and footwear, face shields and respirators (air filters) to minimize hazards of flooded areas.

Flood situations may also generate other types of task orders, such as pumping water or clearing catch basins. Ceres is ready for these sorts of eventualities in the City. If a storm leads to flooding, we are prepared to transfer our debris management sites and equipment staging sites to higher ground using identified alternative transportation routes if necessary. Ceres also has several barges, dredging, and water salvage companies on hand as subcontractors if the need arises.

Certification of Maximum Volume Capacity of Hauling Trucks/Trailers

Prior to initial use, authorized Ceres personnel and Mount Dora representatives will inspect hauling trucks. Only pre-approved trucks will be received at the DMS. Approval will include documentation of truck identification and insurance, safety requirements, and measured cubic yardage capacity. A unique approval number will be assigned to the truck and posted on the truck along with measured capacity. All units hauling debris are required to be “measured in” prior to commencement of work. The hauling unit/truck/trailer certification procedure is mandatory and will be administered by quality control representatives of Ceres and the City. A Truck Certification Log Sheet will be created for each hauling unit/truck/trailer. Unit specific information along with Year, Make, Model, Address, Photograph, License Plate information, Driver Name, and signatures will be recorded on the log. At this time, a unique identifier will be assigned to the unit. Truck Certification Logs will be maintained by Quality Control Staff. The log will be maintained and available to DMS inspection personnel regarding truck approvals, approval number, capacity, and other pertinent information.



Placarding a truck.

The unique truck/trailer identification number and its maximum carrying capacity are written with permanent marker on Ceres placards that are mounted on both sides of the truck/trailer. Ceres uses pre-printed labels with our name and blocks for the assigned identification number and measured volume. These labels cannot be removed without destroying the label. All equipment is subject to further inspection by the City at any time during the project.

Work Locations

Dispatch records will be maintained for the duration of the project. Records will include date and time of dispatch, crew and unit identifier, and status of assigned section (In Progress, Completed). Typically, one contractor will be assigned to a given section. Sections may be comprised of individual developments or combinations thereof. Accurate and thorough Dispatch Logs enable the identification of any potential issues and the responsible party.

Prior to the assignment of sections to crews, each section/subdivision will be inspected by Ceres Field Personnel to ascertain the optimal crew configuration/type (Self Loader, Wheeled Loader with Dump Trucks, High-Capacity Trailers, or other combinations of equipment). Classification of sections maximizes production and minimizes potential damage to property. Additionally, all supervisors will conduct weekly toolbox meetings and develop activity hazard analyses in compliance with the corporate Health and Safety Plan.

Field Management

Regular and effective communications are critical to the rapid dissemination of appropriate and accurate data to both the City Management Team and the Ceres Management Team. As the project progresses, the needs of the City may change and resource requirements may need to be reassessed. The original plan, therefore, may need to be modified. In order to ensure effective and efficient execution of all fieldwork, the Ceres team, from Site Managers up to the Project Manager, will meet on a daily basis. The Project Manager is responsible for coordinating the daily scheduling and dispatch of cleanup crews with the City and will meet with the designated representative on a daily basis. The Site Manager is responsible for management and operation of a reduction site, loading sites or any other work site. The Site Managers report directly to the Sector Manager, who reports to an Area Manager, who reports to a Project Superintendent, who reports to the Project Manager. Depending on the scale of a disaster, the number of managers assigned to the Ceres Team will vary depending on local conditions. Foremen at the reduction site(s) and for the collection and hauling activities are responsible for crew supervision and report to the Site Manager.

Each Site Manager ensures that their crew operates in an efficient manner and is responsible for documenting and inspecting work performed. Site Managers document safety meetings, equipment safety inspections, quantity and location of debris hauled, areas completed, and daily time sheets of personnel and equipment. Site Managers also monitor quality control issues such as completeness of cleanup and/or trimming and contract compliance.

The collection crew Foreman will be responsible for scouting future debris removal locations within the daily schedule set by the Program Manager. While scouting the zone, the Foreman's responsibilities include:

- Locating logical trucking routes.
- Identification of Sections by Crew Type/Composition.
- Locating and planning the control or elimination of hazards within the zone (such as high traffic areas). Preference will be given to Self-Loaders to ease traffic congestion and minimize damage.
- Advising the Site Manager of any anticipated difficulties or hazards.
- Determining and obtaining resources necessary to ensure a steady workflow.

At the end of each shift, documentation of work completed will be tabulated by the administrative staff and used to schedule the next day's work activities. At this time, any daily reports required by the City will be produced.

Scheduling Control Debris Collection

During post-award preparation the Project Manager obtains maps detailed enough to provide individual debris collection crews address block information. Maps will be divided and identified according to Districts, Sections, and Developments or Address Blocks. The Master Debris Management Map will be located in the Emergency Response Mobile Command Center. Individual developments or address block maps will

be reproduced on 8.5" x 11" paper for use in crew dispatching. Each Site Manager will be provided with a binder containing all the development/address block maps for the event's entire area.

The Project Manager will be responsible for the assignment of Districts, Sections, and Developments or Address blocks to subcontractors and their respective crews. A written master assignment file will be maintained in the Emergency Mobile Command Center and will be updated as changes or additions are made. The dispatcher will be responsible for dispatching crews to their assigned areas utilizing the master assignment file. Subcontractors and their respective crews will not be permitted to have more than two open assigned areas. Communication between the subcontractors, their respective crews and the dispatcher will be via radio or telephone. Upon completion or near completion of an assignment, it is the responsibility of the crew leader or subcontractor to request an inspection. The dispatcher will forward this request to the debris collection superintendent or area manager for action. The debris collection superintendent or area manager will coordinate an inspection with a City designated representative.

Once an assignment has been completed and inspected, a new area will be given to the subcontractor. Depending on the size of the subcontractor and/or crew, areas may be as small as address blocks or developments up to portions or even entire Sections. Crews will not be permitted to leave their assigned area and move to another work area until all work is completed as required and the area inspected, and authorization received from the Site Manager. The dispatcher is responsible for continually updating crew locations. At the end of each shift, the dispatcher will provide the field managers with a list of crews and their current locations. Subcontractors and crews are prohibited from collecting debris from outside of their assigned areas. The City field representatives will be provided updated crew assignments daily.

Project Manager

The Project Manager (PM) will serve as the principal point of contact between Ceres and the City Operations Manager. The assigned PM will be knowledgeable about all facets of Ceres' assigned tasks and will have executive project responsibilities. The PM will have written authority to sign for the corporation in matters relating to this project and the City.

Upon receipt of a Notice to Proceed, the PM will be on call 24 hours per day, seven days per week, and will have electronic linkage capability for transmitting and receiving relevant contractual information. This linkage will provide immediate contact availability via cell phone and fax machine and have Internet capabilities. The PM will participate in daily After-Action Reviews and disaster exercises, functioning as a source to provide essential element information. The PM will report to the City Operations Manager on an "on call basis" and be capable of responding within one hour of notification.



The PM will ensure that all City event goals and priorities are met and will have authority to make executive decisions regarding the project. The PM will work out of Ceres local disaster office and will meet with his support staff and crew leaders at the end of each day to review progress and set goals and priorities for the following day.

Field Supervisors/Crew Leaders

Ceres Site Managers are responsible for ensuring safe and healthy work environments exist during all operational phases. The Site Manager's specific daily Health and Safety and Operations responsibilities include:

- Monitoring and Inspecting Heavy Equipment Operators, Truck Drivers, and Traffic Controllers in the safe operation of their specific area of responsibility using the proper tools and in accordance with the safety procedures and guidelines outlined in EM 385-1-1 and CFR 29 Par 1929 and 1910. It is important to note that a debris clean-up operation exposes the general public to the numerous hazards involved in debris collection and removal.
- Enforcing the use of proper guards, controls, and work practices. Monitoring each feature of work for human, situational, and environmental factors that could cause accidents.

- Locating compiling contact information for area medical facilities. Crew Leaders will be equipped with a pager and a cellular phone in case of emergency.
- Supervising and evaluating overall worker performance, including safety.

Crew Leaders document daily production to monitor and ensure the most efficient operations. The information they are to record includes:

- Cycle Times of Trucks
- Loads per Hour
- Production

Crew leaders are also required to make sure that safety gear is provided and that it is adequate for the hazards involved and enforce proper use and wearing of protective gear. Accidents will be recorded and reported on the Supervisor's Accident/Incident Investigation Report by the Crew Leaders.

Daily records submitted up the chain of command to the Project Manager will include:

- Sub-contractor/Employee Name
- Equipment Number
- Type of Equipment
- Hourly equipment documentation, downtime, lost time, and sick time

All accident/incident reports are forwarded through the Health and Safety Manager to the Health and Safety Officer (HSO). The HSO notifies the PM, who in turn informs the City Operations Manager and implements all procedures as set forth in the Ceres Health and Safety Program.

Description of a Typical Workday

It will be the responsibility of the Sector Manager to schedule and coordinate the location of a particular crew and equipment necessary for its job function to its location through direction to the Field Supervisors. This will take place through schedule planning from the previous day. The Field Supervisor will notify members of the crew of the start time, specific job function, and location where he/she is to report. At the beginning of the day each field employee will sign in a daily time sheet, the location according to zone (if the zone changes during the course of the day the employee will document the new location), the phase of work he/she is performing, and the unit number and beginning hours of the piece of equipment that he/she is operating (if applicable). The employee responsible for loading trucks and truck drivers will keep a running tally of the loads they complete from each particular zone over the course of the day. It is then the responsibility of the field employee to perform an inspection of the piece of equipment and inform the crew Foreman so corrective actions may be taken. The inspection will be documented on a punch-list that is supplied on the employee's daily report. After inspections and documentation are complete, the crew will begin removing the debris from their zone assigned.

Two flagmen will be placed on each end of the work perimeter to meter the flow of traffic into the work perimeter. If debris is to be moved across the roadway, the flagmen will stop all traffic. When the loading of a truck is completed, the flagmen will also stop traffic while the truck moves out of the controlled area. During the work, the flagmen will be equipped with two-way radios to coordinate the direction of traffic. Additional trucks staged for loading will all be stationed to the side of the roadway from which they will be loaded so they will not obstruct incoming traffic to the work perimeter. When loading is completed, the truck will leave the work area.

The trucks will be placed in single file to the rear of the Knuckleboom loader. As each truck in the queue is loaded and departs for the dumpsite, the next truck in line backs up to the loading perimeter. The Knuckleboom loader will load from piles that are staged by two front-end loaders working ahead of the Knuckleboom loader to limit the amount of movement of the Knuckleboom loader during the course of the day. When self-loading trucks (self-loaders) are in use,



those trucks will be directed to an appropriate location within the work perimeter where they can begin loading immediately.

The front-end loaders will stage the material from the area between the sidewalks and the street into staging areas on the side of the street. If the crew is working in a high traffic area, then this method will not be incorporated – rather the staging will be done completely on one side then staged completely on the other side. When the Knuckleboom loader encounters material difficult to handle (such as chunk wood), the Front-end loader will assist in performing the loading.

Two laborers trained in the use of chain saws will assist the Knuckleboom loader. They will rake and clean up the area of the pile. When oversized material is encountered, the laborers will use chainsaws to reduce its size. The laborers will also assist the truck operators in staging for the Knuckleboom loader, notifying when loading is completed and for obstructions to and from the loading area.

The crew Foreman will be responsible for scouting future debris removal locations. He will utilize maps to locate the perimeter of the zone to which he is assigned. While scouting the zone, the Foreman's responsibilities will include:

- Locating logical truck routes.
- Plotting a logical and efficient direction for the crew.
- Locating and planning for hazards within the zone (such as high traffic areas).
- Notifying his Supervisor and Sector or Area Manager of hazards in a timely fashion so the hazard can be avoided if possible or mitigated if necessary.
- Identify plan for and obtain the necessary resources for a steady workflow in future locations of the work zone.

At the end of each shift, crew employees will complete their time sheet by entering in the time the shift ended, the ending hours on the equipment they utilized and the number of loads they either hauled or loaded. They will deliver this timesheet to the Foreman before leaving the shift. The Foreman will compile the labor information to a daily worksheet, along with Purchase Orders, trucking that was utilized and number of loads hauled, equipment utilization, and a briefing of the course of the day describing any problems that arose and solutions implemented, and areas worked. The Foreman will then turn in the reports for the day. The following topics will be discussed with the management team:

- Changes in time for completion
- Changes in cost objectives for the project
- Changes in operating policy
- Changes in the technical specifications for the projects
- Changes in methods
- Changes in needs
- Revised activity plan estimates
- Failure of suppliers or contractors to deliver on time
- Reassessment of resource requirements on individual activities
- Inability to utilize resources as planned
- Unexpected technical difficulties
- Unexpected environmental conditions
- Scheduling needs
- Performance of work per zone or region
- Unplanned costs
- Any problems or future problems pertaining to the project

After the meeting is adjourned, the Project Manager (PM) will collect all the data. The next business day the data received, and the daily reports will be entered into a computerized database. These reports will be evaluated by the Disaster Response Business Unit Director and discussed with the CEO and the PM. The data will be used in weekly reports that itemize costs per region and code and weigh them towards the projected costs and schedules of the project. These reports will be submitted weekly to corresponding company divisions along with reports submitted to the City. It will be the responsibility of the PM to utilize the minutes of the daily meeting and the information from the reports to make daily assessments of the

schedules of each individual crew. The PM will also have daily meetings with the City regarding performance and schedule issues of the project. This meeting will cover the customer needs of each zone, projected costs and scheduling of assigned zones, priority of zones, and work to be completed.

Geographic Area Management

Every area has its own unique geographic characteristics that define the parameters of the response. An urban area, smaller municipalities, and rural areas offers different challenges to the successful completion of a disaster recovery mission. Traffic is always an issue that must be addressed, especially when working in and around waterways. Bridges are natural bottlenecks, and our experience has taught us, the less they are used during the transportation of the debris, the better. Ceres is always aware that our disaster recovery work is not the only thing utilizing the transportation system. Through the selection of strategically located DMS, our haul trucks should have minimal impact on these areas, as the haul zones are designed to keep the trucks working close to each DMS. In the successful completion of our Hurricane Katrina disaster recovery operation in Louisiana, we worked with all these geographical characteristics and traffic never became an issue because the zone design and DMS locations worked together as intended. All impact sensitive areas, such as waterways, parks, forest land, and reserves will be dealt with in an environmentally appropriate manner.

Debris Management Sites (DMS)

Ceres will utilize the DMS identified by the City. In the event that additional sites are required, Ceres will work closely with the City to secure leasing agreements and permitting for additional facilities. The state or local environmental authority would be notified, and the required information submitted by Ceres.

Ceres will provide sufficient equipment and personnel to process, by burning (if allowable) or grinding, a minimum of 210 and up to 500 cubic yards of debris per hour per crew. Each DMS would generally include the following equipment:

- One Grinder, either horizontal or tub (depending upon needs/specs), and/or Air Curtain Incinerator
- Two Backhoes with grapples
- One Wheel Loader with rake
- One Wheel Loader with a light materials bucket for loading mulch
- One Maintenance Truck
- One Water Truck
- One Road Grader (optional)
- One Inspection Tower
- One Hazardous Materials Containment Area
- One Foreman with cell phone
- Four walking floor trucks (120cubic yards) for hauling mulch
- Additional Equipment as determined by the Contract and Site Manager

During work for the USACE in Louisiana after Hurricane Katrina, we performed debris removal operations in 11 Parishes, and operated 54 DMS/final disposal sites, simultaneously.

One operator will be assigned site maintenance duties and will operate the Motor Grader, Water Truck, and Low-bed Trailer. This operator's primary duty is to ensure use of the roads by the dump trucks and maintain dust and fire control. The Loader with blade will have intermittent general site maintenance duties and will keep areas around the burn pits, ash storage, and grinding areas clean.

Ceres will construct a hazardous materials containment area at each DMS measuring approximately 30' x 30'. Typically, the perimeter will be lined with hay bales and staked in place. The area will be lined with heavy gauge plastic (10 mil or greater) to provide a waterproof barrier. A plastic cover (10 mil or greater) will be used to prevent rain from entering the containment area. Site run-off is redirected away from the containment area by site grading. Hazardous materials that are encountered during cleanup operations will be staged in this area. Such materials will be properly disposed of in a timely manner.

Inspection

DMSs will be the point of inspection and load volume estimation by the City or their designated representative. Inspection towers will be used to observe and record all trucks entering and leaving the DMS and document their loads. The tower will be 10 feet above the existing ground elevation, with a wooden handrail and steps to provide access and constructed of pressure treated lumber. The floor area will be 8'x8', constructed of 2'x8' joists, 16" O.C. with ¾" plywood supported by four 6"x6" posts. The perimeter of the floor area will be protected by a 4' high wall constructed of 2"x4" studs and ¾" plywood.

The entire floor area will be covered with a corrugated tin roof. The roof will provide minimum 6' 6" headroom below the support beams. The inspection tower will be large enough to adequately accommodate a minimum of three people simultaneously.

City Monitors/Inspectors will inspect each load to verify that:

- The truck has been pre-approved and measured.
- The load is eligible.
- The 'percentage filled to' figure is determined and noted on each individual load ticket.

The Monitor will determine the capacity of the truck and estimated load volume (percent capacity) and evaluate the load for contaminants requiring separation. The Monitor will instruct the driver regarding the appropriate dump location at the site and will verify the truck is completely empty following dumping. The Monitor will complete the load ticket presented for each load delivered to the site.



After inspection, the material will be forwarded to the tipping area supported by a wheel loader with rake and laborers. The laborers will inspect the debris and remove any contaminants. Contaminants that are hazardous will be handled by the Hazardous Toxic Waste Specialist, staged in the Hazmat containment area, and disposed of in accordance with federal, state, and local requirements. Other contaminants, such as metal, will be separated accordingly.

Load Tickets and Reporting

Ceres uses preprinted, five-part carbonless, color-coded load tickets. The tickets are available for use on this project if approved by the City. Each ticket has a unique serial number and ample space to record information such as: contractor, date, truck number, load size, driver, and type of material, origination, dumpsite, time, GPS Location, and inspector. Ceres uses a custom Access database program to record ticket information. The entry screen follows the format of the load ticket which greatly speeds up data entry. Tickets are easily verified and combined with a truck inspection table contained in the same database. One data entry clerk with minimal training can enter 700 load tickets (the equivalent of about 21,000 cubic yards) per day. Access also contains powerful report features that aid in ticket reconciliation and truck verification. Data is easily converted between Excel and Access for reporting purposes.

Material Separation

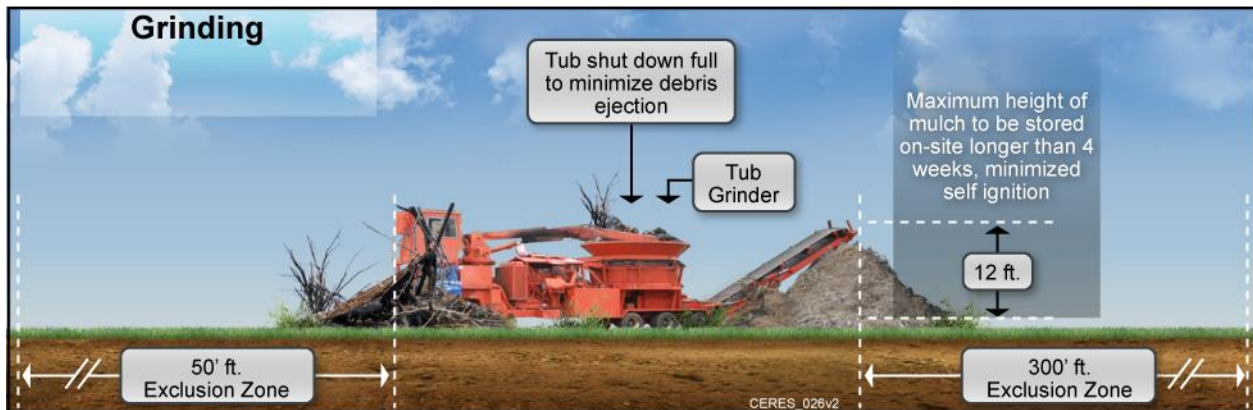
Due to the nature of these operations, material separation is required in order to properly and efficiently process debris. Collection crews will separate non-grindable debris to the maximum extent possible during collection and loading operations. The inspection tower will also assume responsibility for the separation of loads containing contaminants or non-grindables. Those loads, which may contain debris ranging from white goods, household hazardous waste (HHW), e-waste, and other materials, will be separated and sorted either manually or mechanically to remove the contaminants and then dumped in designated and appropriately lined/fenced areas at the DMS until final disposal.

Metal contaminants will be separated and baled or otherwise processed for recycling. Concrete will be separated and transported to a recycling facility and may be crushed prior to transport. Glass, plastic, and other materials will similarly be separated and recycled to the maximum extent possible. Debris that cannot be processed or otherwise recycled will be disposed of at an approved and lawfully permitted construction and demolition final disposal site.

Volume Reduction by Grinding

The wheel loader with rake will push material designated for reduction to the grinder. Great care should be taken to keep the debris free of dirt before processing with a grinder/chipper; this both maintains the value of the product and reduces the cost of grinding. If the mulch produced from grinding is to remain on site for more than four weeks, the mulch piles will then be stacked no higher than 12 feet to minimize the potential for spontaneous combustion.

Horizontal grinders, having a predominately closed grinding chamber, can operate with a minimal exclusion zone projecting out at a 45-degree angle at a distance of 250 feet from each corner of the in-feed conveyor. Tub grinders, if used, will operate with an exclusion zone of 300 feet on the “kick” side of the grinder and 50 feet on the “non-kick” side. Grinders will be shut down in a full tub condition to minimize debris ejection. The Dust Control plan will be implemented to ensure dust from the grinder does not impact the adjacent properties. Lockout/tagout procedures will be used on grinders and strictly enforced. All equipment in the vicinity of the grinders will be equipped with fully enclosed cabs.



Volume Reduction by Burning

The loader/rake will push clean debris in the direction of the burn pit, taking great care to keep the debris free of dirt. Once the debris is piled in the vicinity of the burn pit area, the backhoe with thumb will feed the Air Curtain Incinerator in such a manner as to promote complete combustion. The backhoe will also set aside any material that would process more efficiently in a chipper/grinder, such as large diameter logs or stumps.



The Air Curtain will be operated at least 100 feet from any stockpile of debris and at least 1,000 feet from any occupied structure. Prior to removal of ash debris from the air curtain incinerator pit, the material will be wetted. Ash stockpiles will be at least 100 feet away from any debris stockpiles.

Final Disposition

Separated, processed non-grindables will be recycled to the maximum extent possible and practicable. Metals and concrete will be baled, crushed, or otherwise processed for transport to recycling facilities. Documentation will be retained regarding total type and amount of materials recycled and each recycling destination.

Clean woody materials will be processed to generate mulch. Live bottom trucks loaded with a rollout bucket-equipped wheel loader will be used to haul mulch to the final disposal site. Mulch hauling will be performed simultaneously with grinding. Mulch will be applied or disposed of at a site(s) approved by the City, as appropriate. The handling of Incinerator Ash Material will comply with all federal, state, and local requirements and the Incinerator Ash Material Management Plan.

Work Hours

Collection crews will typically work up to 12 hours per day, seven days per week unless otherwise specified or limited by contractual requirements. For safety reasons, collection crews will work during daylight hours only. Debris processing sites typically operate 24 hours per day, seven days per week if sufficient lighting is provided during evening hours, unless restricted by the contract.



Traffic Control

As discussed in other sections, Ceres requires and will provide certified traffic control personnel for debris collection, transportation, and processing operations. Competent and qualified personnel will be trained in traffic control procedures and will be provided necessary safety equipment and communication devices. Traffic control personnel will generally be placed at either end of a work zone in order to properly control the flow of traffic into and out of the work zone.

Site Restoration

The Site Restoration and Environmental Survey Plan will ensure that restoration of the site will meet the owner's requirements and local regulations. In addition to site cleanup and removal of all debris, the Restoration Plan will include requirements for achieving ground cover through topsoil and seeding specifications. Other requirements may be mandated by the Erosion Control Plan, such as maintenance of straw bales, retention ponds, or erosion control fencing until ground cover is established. An outside independent party may be employed to conduct a post utilization environmental survey in order to ensure satisfactory site conditions. Site closure is normally accomplished within 30 days of receipt of the last load of disaster related debris.

Demobilization Phase

The PM prepares a demobilization checklist that includes a punch list of items to be completed by staff. The Punch List may include items such as arrangement for future maintenance of erosion control measures. The PM and staff are also responsible for final report to the City which includes lessons learned and results of operations.

Documentation – Field Operations

Production Reporting

Ceres has developed specific internal procedures to ensure proper audit-quality documentation of daily project activities is captured and provided to the City. This includes project tracking forms, load tickets, truck certification logs, production logs, shift inspection checklists, safety meeting report forms, daily crew reports, and various equipment usage reports. Other reports are prepared and submitted to document project activities, progress, and quality control.

Quality Control

Daily Contractor Production and Quality Control reports will be completed each day of work and available the following work morning to the City. Original reports are maintained in the Mobile Command Center and daily reconciliation reports are generated to verify information reported on load tickets to information reported on daily production reports. The Project Manager and Project QC Manager will monitor information contained in the Daily Quality Control reports to ensure project activities conform to contractual requirements and that an acceptable level of project quality and workmanship is provided to the City.

Formalized quality control procedures are applied to each project to ensure documentation procedures are properly and fully implemented and to ensure conformance to project specifications. All personnel, including employees, subcontractors, and suppliers are subject to the provisions of the QC Program. For each project, a Quality Control Plan is specifically developed to detail the QC organization, individual responsibilities, monitoring procedures of activities and subcontractor activities, documentation requirements for Ceres personnel and all subcontractors, control phases or procedures, and identification and correction procedures for non-conforming activities. The remedies for non-conformance include termination. Exceptional quality control of each project promotes efficiency and avoids investigation and other potential losses.

Deployment of ArcGIS/Dropbox System

Ceres employs a customized ArcGIS/Dropbox system to assist project management in capturing initial site reconnaissance, develop situational awareness with the City, capture incidents/costs in the field and provide a valuable record to help City construct the administrative record. Field personnel are provided with tablets in the field to file reports through ArcGIS and pull up property data from Dropbox. For example, the Quality Control Form allows Ceres field personnel to document the progress each day on an individual zone. This includes pictures of collection crews work, cleared streets, missed piles and the overall progress of the zone towards completion. Ceres field personnel file various reports including:

- Safety Form
- Quality Control Report
- Zone Progress Report
- Zone Punchlist Form
- Damage Form

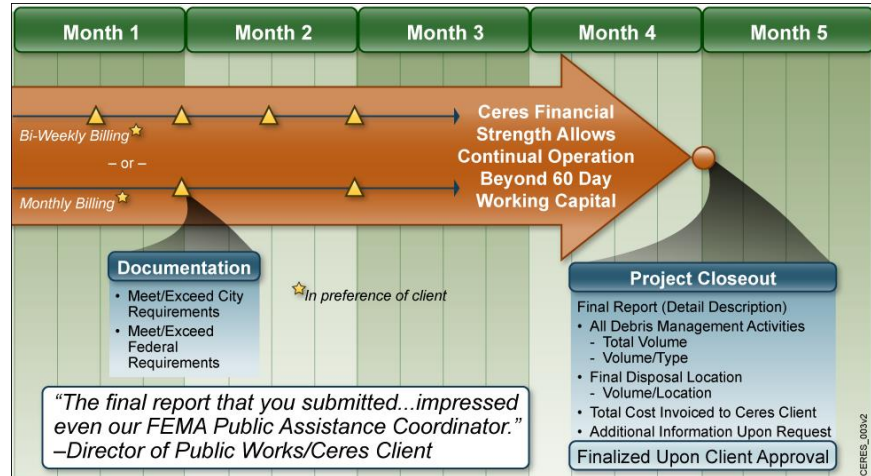
Documentation
• The zone, Section number, and street where debris removal operations were conducted and/or completed. • The total number of personnel engaged in debris management and position or activity • Daily and aggregated man-hours • Then number of loaders and debris hauling vehicles in operation • Hours of use of trucks and equipment • The daily and aggregate volumes of debris, by type, removed and processed • The number, name and location of each debris management site in operation to include numbers and types of reduction equipment in use • Mulching machines in operation • The percent completion of the project • The estimated completion date • Any inspections conducted by federal, state or local government agencies • Any testing performed and/or test results • Quality control phases implemented, as applicable • Any corrective actions implemented • Any damage to private property caused by contractor operations • Any reports of damage or claims made by citizens • Other information as may be required to fully and completely describe the contractor's daily operations • A weekly summary of the information from the daily reports • A final project summary report to describe all debris management activities conducted and conformance to contract specifications • Additional information or reports as necessary to adequately document the conduct of debris management operations.

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Upon submittal of a form through ArcGIS, the form is emailed to the project management staff and auto routed to the appropriate Dropbox folder organized by Zone then Subzone or street. At any time while on in the field, personnel can access the Dropbox to review previous reports or other pertinent information. Simultaneously, planning staff, the Project Manager or designee, can review Damage Claims, Zone Progress Reports and advise the City on zone completion status and offer recommendations on the path through the project.

Invoicing

Ceres can provide invoices to the City on a bi-weekly, semi-monthly, or monthly basis. With each invoice, appropriate documentation will be provided relating to the services provided during the invoice period. Documentation will meet the City requirements and the federal requirements for funding and reimbursement purposes. Ceres will provide technical assistance to the City in the completion of claims filed to FEMA or other agencies for funding and reimbursement. A documentation team will be assembled from representatives of quality control and accounting. This team will assist the City throughout the invoicing and reimbursement process long after the work has been completed.



Reimbursement Assistance

Ceres is trained and experienced in providing the necessary documentation and assistance toward the preparation of reimbursement claims (Project Worksheets) for the City. If needed, Ceres will provide the City with turnkey services or guidance and technical assistance to ensure proper preparation and submittal of claims for reimbursement and other available funding. Ceres' careful attention to documentation and strict quality control procedures will aid in the acceptance of a claim for reimbursement.

Throughout Ceres' history, no governing entity has been denied reimbursement for work Ceres has performed.

Program Management Assistance

Ceres is experienced and trained to provide all the following services to the City:

- Project Worksheet (PW) writing
- Assistance with estimating debris volumes for Initial Damage Assessment (IDA) report
- Expenditures eligible for reimbursement
- Recovery Process Documentation
- Recovery Process Oversight
- Review of records system for applicability to federal and state requirements
- Orientation and training of City personnel on documentation requirements
- Claim documentation

Project Closeout

A final report will be submitted to the City upon project closeout. Ceres will prepare and submit a detailed description of all debris management activities including total volume of debris by type, final disposal locations and amounts of debris delivered to each, and total cost of the project invoiced to the City. Ceres will also supply additional information upon request of the City and understands that final project reconciliation must be approved by the City.

Debris Training Program Description

This section discusses the training requirements for all Ceres employees regarding Debris Removal and DMS Management, known as “Debris Training.”

The Project Manager or his designee is responsible for the following:

- Implement and administer initial and refresher training programs.
- Determine the appropriate facility-specific training and/or orientation/briefing needed for each employee.
- Ensure employees attend required facility specific training and/or orientation/briefing.
- Ensure employees are assigned positions for which they have received training and/or orientation/briefing.

Project First Line Managers/Foremen are responsible for the following:

- Determine the appropriate facility specific training needed for each employee.
- Ensure employees are only assigned positions for which they have been trained or orientated/briefed, as applicable.

Initial Training Requirements

There are no educational or experience entry requirements for Debris Training. Comprehension of the English language is required to attend the Debris Training. Comprehension is validated by the successful completion of this training program.

The first step in Debris Training is the designation of an employee as a Debris employee.

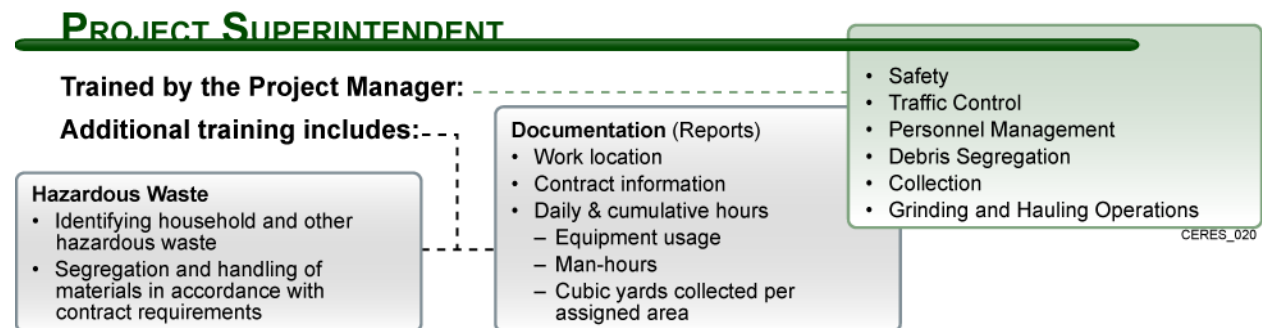
Training Program Description

The Initial Debris Training Course uses a qualification card that includes a required 90-minute training session that covers review of the FEMA Debris Management training book E/G202, Units 7 and 8 (respectively “Debris Management Site Evaluation and Operation” and “Debris Monitoring”) and an initial safety indoctrination.

Debris Training must be completed prior to assignment and at least every two years thereafter. After the initial 90-minute training/orientation, further project-specific training is conducted by the employee's immediate supervisor and is conducted on-the-job.

Facility specific training will be conducted regarding the TDSR Site. Topics will include Fire Prevention, Spill Prevention, Hazardous Materials Handling, Safe Operation of Heavy Equipment, Personal Protective Equipment, and Activity Hazard Analysis training.

Job Descriptions that require specific training are as follows:



GRINDING/BURNING SITE SUPERINTENDENT

Trained by the Project Manager:

Additional training includes:

Hazardous Waste

- Identifying household and other hazardous waste
- Segregation and handling of materials in accordance with contract requirements

Documentation (Reports)

- Work location
- Contract information
- Daily & cumulative hours
 - Equipment usage
 - Man-hours
 - Cubic yards reduced per assigned area

- Safety
- Traffic Control
- Heavy Equipment Operations
- Personnel Management
- Debris Segregation
- Collection
- Grinding and Hauling Operations

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FOREMAN

Trained by the Project Manager or Site Superintendent:

- Safety
- Traffic Control
- Heavy Equipment Operations
- Personnel Management
- Debris Segregation
- Collection
- Grinding and Hauling Operations

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CREW LEADER, TRUCK DRIVER, OPERATOR, LABORER

Pre-skilled in functional areas, Separate training and evaluation

Additional project specific training includes:

- Safety
- Traffic Control
- Heavy Equipment Operations
- Personnel Management
- Debris Segregation
- Collection
- Grinding and Hauling Operations

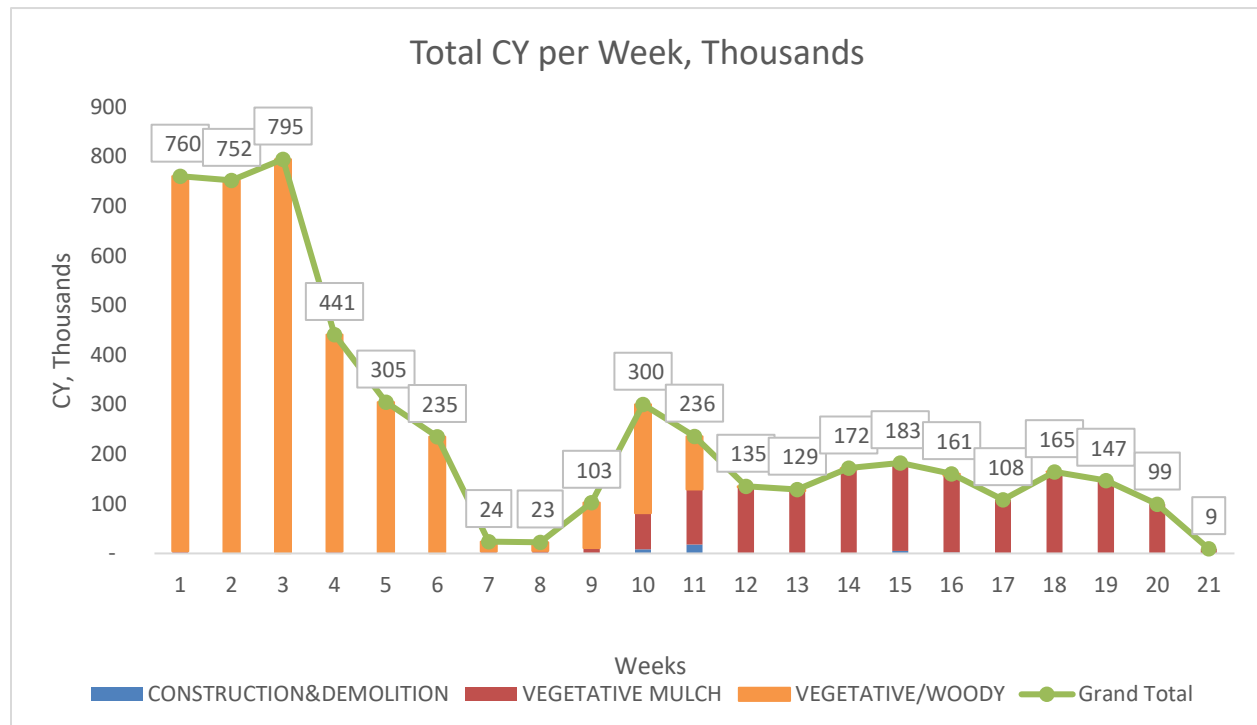
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Potential Scenarios

Ceres is expert in quick-response service, as evidenced in a letter from the Superintendent of Public Works of Elizabethtown, Kentucky following a storm debris removal project:

“...Your representatives and employees were cooperative and responsive to our suggestions and requests regarding the progress of the cleanup. **Our town was cleaned up in an amazingly short time and our residents were very thankful.**”

Ceres is also expert in high-volume projects, as shown by our 2018 Hurricane Michael response in Southwest Georgia, where Ceres was activated by the U.S. Army Corps of Engineers (USACE). At the mission’s peak, Ceres was able to haul 140,000 CYs – 3.3% of the total project – in a single day. This was accomplished by utilizing 1,628 hauling vehicles and managing 144 subcontracts. The consistency of this type of significant progress allowed us to finish on schedule with the USACE staff drawdown plan. Ceres loaded, hauled and disposed of a total of 4.2 million cubic yards of debris.



Ceres Production Curve: Total CY Average per Week

Ceres is accomplished in all aspects of the work described in the RFP. Some of those tasks are performed in every project, while other activities are performed only in worst case scenarios. Whether Ceres is tasked with the smallest event or the most catastrophic, Ceres has experience, and no task is too small nor too large.

As the severity of an event increases, the physical scope of work of a project will grow. A major event will require a wider variety of services, and it will also require a more complex response with a corresponding higher level of management attention. All projects, from an Event Type 1: Spot Job – Localized, or large such as Event Type 7: Catastrophic Event – Total Management –City-wide will require some basic services including debris loading and hauling. The physical actions of loading debris, cutting trees, hauling debris, reducing debris, managing, and closing out a site are similar on small and large events. The larger events also may require additional services including life support (water, ice, food), and as mentioned, the logistics and management abilities required on a larger event are at a higher level. Ceres is qualified to handle all events, large and small, as shown by our successful operations in each of the over 330 FEMA-reimbursed projects we have managed, whether Ceres handled over 13 million cubic yards of debris or less than 10,000 cubic yards of debris.

The estimated cubic yards listed below are general estimates. Likewise, **projected mobilization times and equipment usage given are general estimates.** Graphical displays of approximated past performance on similar sized projects are given as a reference.

The following pages describe 7 projected scenarios and detail projected quantities and production rates. Graphs of hauling production in cubic yards on previous projects performed by Ceres illustrate Ceres' ability to perform each scope of work in each scenario. The graphs are rough illustrations of vegetative and construction and demolition debris and may use rounded numbers. The graphs generally do not include stumps, white goods, and other types of materials. Severe one-day drops in production usually indicate a "weather day" of zero hauling for safety reasons.

It is important to note that production rates vary for several reasons. In many cases, the rate of hauling is determined by how quickly citizens bring debris from private property to the curbside. In some cases, such as in Kansas City, the city preferred very quick production. In other cases, the local government wanted Ceres' hauling crews to stay on the job for an extended time even though production was low, because the citizenry needed time to bring debris to the curbside.

Production rates in an event in Mount Dora will vary depending on the actual storm event and physical conditions, and also depending on the City's wishes, which may relate to how quickly residents can bring material out of their yards to the curbside. Generally, Ceres has the capacity to perform more rapidly than is preferred by the local government.

Event Type: 1

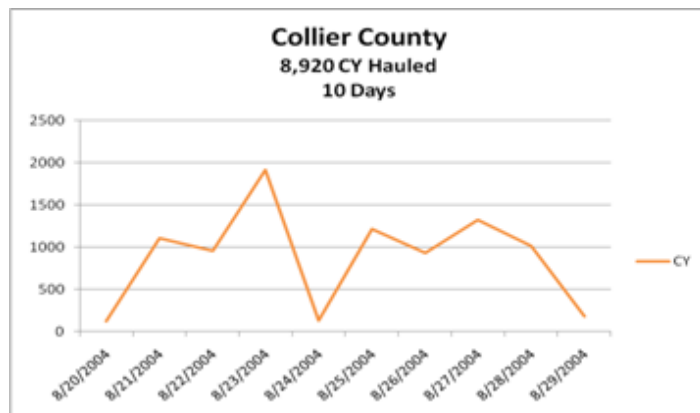
Spot Jobs – Localized

Ceres Headquarters Office Location: Sarasota, Florida permanent office with mobile Mount Dora office

Number of TDSR Sites: Maximum of 1, no reduction

Location of TDSR Sites: To be determined

Size of TDSR Sites: 1 acre or more



Type of Hauling Equipment: Knuckleboom self-loading trucks, dump trucks/trailers

Total Expected Cubic Yards of Debris: less than 10,000 CY

Quantity of Hauling Equipment: Ten trucks or less

Time elapsed from Notice to Proceed to first arrival onsite of equipment: 1 hour

Time elapsed from Notice to Proceed to complete mobilization: 100% in 24 hours

Expected Management and Supervision Staff: 1 project manager, 1 or 2 foremen, 1 project accountant

Methodology for Scheduling and Routing

the Removal of Debris: Ceres would provide one or more crews consisting of a chain saw crew with flaggers and self-loading knuckleboom trucks. A bobcat type loader may also be used. The crew would be supervised by a foreman who would interface with the City field representative, and a Ceres project manager would supervise the foreman and interface with the City administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.

Ceres will haul the debris to a TDSR site where it will be reduced by compaction ("walking" on the debris with tracked heavy equipment) and then transfer it to a recycling yard for grinding and conversion to mulch for recycling, or other method acceptable to the City.

Administration: All trucks would be placarded and certified by Ceres and City personnel, and each load would be ticketed by a City-authorized monitor. All loads will pass under an inspection tower and will be "scaled" or "called" by a City-authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the City. Ceres, with the City's prior approval, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

Event Type: 2

Small Event – Widespread or City-wide

Ceres Headquarters Office Location: Sarasota, Florida permanent office with mobile Mount Dora office

Number of TDSR Sites: up to 1

Location of TDSR Sites: To be determined

Size of TDSR Sites: 5 to 10 acres

Type of Hauling Equipment: Self-loading knuckleboom trucks, dump trucks/trailers

Total Expected Cubic Yards of Debris: up to 30,000 CY

Quantity of Hauling Equipment: up to 3 crews with a total of up to 12 trucks and 2 bobcats

Time elapsed from Notice to Proceed to first arrival onsite of equipment: 1 hour

Time elapsed from Notice to Proceed to complete mobilization: 100% in 24 hours

Expected Management and Supervision Staff: 1 project manager, 1 superintendent, 1 foreman, 1 project accountant

Methodology for Scheduling and Routing the Removal of Debris: Ceres would provide two or three crews consisting of self-loading knuckleboom trucks with flaggers and chain saw operators. Bobcat type

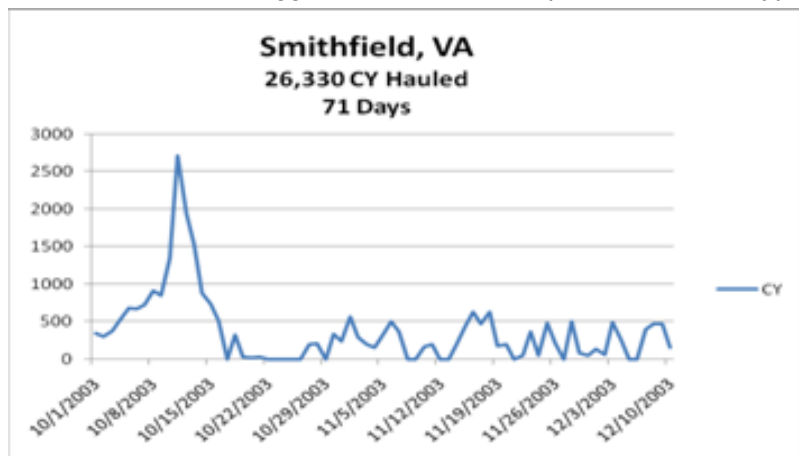
loaders would likely be used to forward material into larger piles for efficient pickup by self-loading knuckleboom trucks. Each crew would be supervised by a lead man, and all crews would be supervised by a superintendent who would interface with the City field representative. A Debris Management Site (DMS) will be established, a Ceres site manager will be installed who will manage the site operations, which would likely include a dozer, an excavator with grapple, a tub grinder or air curtain incinerator and dump trucks to haul

out reduced debris (ash or wood chips). A Ceres project manager would supervise the superintendent and DMS site manager and will supervise site restoration. The Ceres project manager will also interface with the City administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.

Ceres will haul the debris to a TDSR site where it will be reduced by grinding and then transferred by "live floor" or "walking floor" trucks with approximately 90 cubic yard capacity to a recycling yard for grinding and conversion to mulch for recycling, or other method acceptable to the City.

Administration: All trucks would be placarded and certified by Ceres and City personnel, and each load would be ticketed by a City-authorized monitor. All loads will pass under an inspection tower and will be "scaled" or "called" by a City-authorized monitor and the load call will be recorded on the load ticket.

Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects. Daily reports will be issued by Ceres stating the amounts of debris hauled the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the City. Ceres, with the City's prior approval, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.



Event Type: 3

Significant Event – Removal, Reduction, Hauling – Woody Debris Only – Widespread or City-wide
Ceres Headquarters Office Location: Sarasota, Florida permanent office with mobile Mount Dora office

Number of TDSR Sites: 2 or 3

Location of TDSR Sites: To be determined

Size of TDSR Sites: 5 to 15 acres

Type of Hauling Equipment: Self-loading knuckleboom trucks, dump trucks/trailers, other

Total Expected Cubic Yards of Debris: up to 400,000 CY

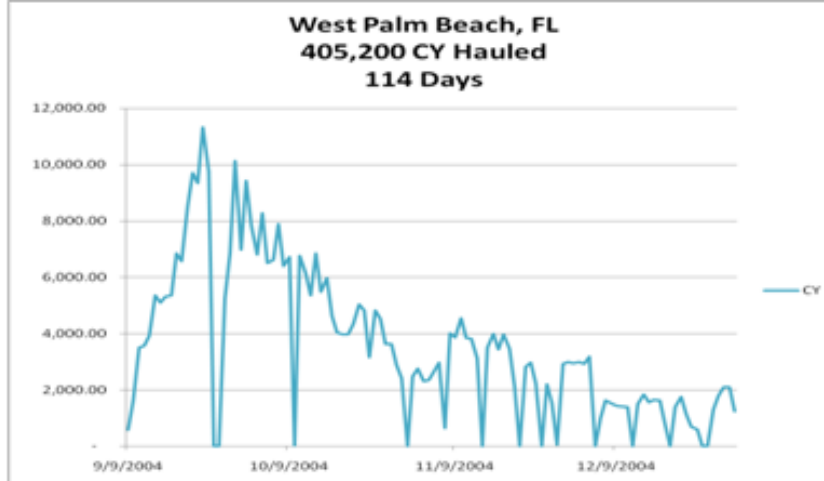
Quantity of Hauling Equipment: Self-loading knuckleboom trucks, dump trucks/trailers, approximately 8 crews with approximately 46 trucks total.

Time elapsed from Notice to Proceed to first arrival onsite of equipment: 1 hour

Time elapsed from Notice to Proceed to complete mobilization: 50% in 24 hours, 100% in 48 hours

Expected Management and Supervision Staff: General Management: 1 project manager, 1 site superintendent, 1 project superintendent, 2 foremen, 1 quality control officer, 1 administrator, 1 clerk, 1 subcontracting officer, 1 safety and health officer; plus Expected Personnel per TDSR Site: 1 TDSR Site Manager, 1 foreman with truck and cell phone, 1 assistant foreman, 5 to 8 heavy equipment operators, 2 to 4 flaggers for traffic control, 1 to 5 additional laborers for separation and other material handling

Methodology for Scheduling and Routing the Removal of Debris: Ceres would provide several crews consisting of trucks, loaders, chain saw operators, and flaggers. Trucks and loading equipment would be



provided with each crew, including self-loading knuckleboom trucks and other loading and hauling equipment. Bobcat type loaders would likely be used to forward material into larger piles for efficient pickup by self-loading knuckleboom trucks. Each crew would be supervised by a lead man, and each crew would be supervised by a foreman who would report to the Ceres superintendent who would interface with the City field representative. A Ceres site manager will be installed who will

manage the TDSR site operations, which would likely include a tub grinder or air curtain incinerator, a dozer, an excavator with grapple and dump trucks to load out. A Ceres project manager would supervise the superintendent and DMS site manager and will supervise site restoration. The Ceres project manager will also interface with the City administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.

Administration: All trucks would be placarded and certified by Ceres and City personnel, and each load would be ticketed by a City-authorized monitor. All loads will pass under an inspection tower and will be "scaled" or "called" by a City-authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled, the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the City. Ceres, with the prior approval of the City, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

Event Type: 4

Significant Event – Removal, Reduction, Hauling, and Separating – Mixed Debris – Widespread or City-wide

Ceres Headquarters Office Location: Sarasota, Florida permanent office with mobile Mount Dora office

Number of TDSR Sites: 3 to 5

Location of TDSR Sites: To be determined

Size of TDSR Sites: 5 to 20 acres

Type of Hauling Equipment: Self-loading knuckleboom trucks, dump trucks/trailers

Total Expected Cubic Yards of Debris: up to 775,000 CY

Quantity of Hauling Equipment: Self-loading knuckleboom trucks, dump trucks/trailers, approximately 12 crews with approximately 63 trucks

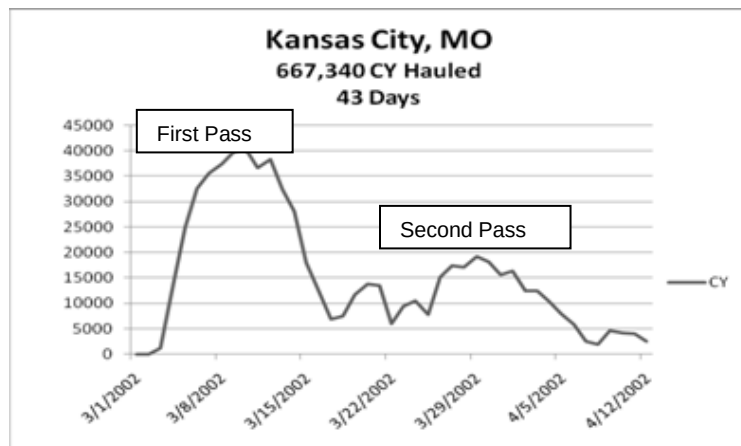
Time elapsed from Notice to Proceed to first arrival onsite of equipment: 1 hour

Time elapsed from Notice to Proceed to complete mobilization: 50% in 24 hours, 100% in 48 hours

Expected Management and Supervision Staff: General Management: 1 project manager, 1 site superintendent(s), 1 project superintendent, 3 zone managers, 5 foremen, 1 administrator, 1 accountant, 1 quality control officer, 1 clerk, 1 subcontracting officer, 1 safety and health officer, 1 public relations officer;

plus Expected Personnel per TDSR Site: 1 TDSR Site Manager, 1 foreman with truck and cell phone, 1 assistant foreman, 5 to 8 heavy equipment operators, 2 to 4 flaggers for traffic control, 1 to 5 additional laborers for separation and other material handling

Methodology for Scheduling and Routing the Removal of Debris: Ceres would provide several crews consisting of trucks, loaders, chain saw operators, and flaggers. Trucks and loading equipment would be provided with each crew, including self-loading knuckleboom trucks and other loading and hauling equipment. Bobcat type loaders would likely be used to forward material into larger piles for efficient pickup by knuckleboom self-loading trucks. Each crew would be supervised by a lead man, and each crew would be supervised by a foreman who would report to the Ceres superintendent who would interface with the City field representative. A Ceres site manager will be installed who will manage the TDSR site operations, which would likely include a tub grinder or air curtain incinerator, a dozer, an excavator with grapple and dump trucks to load out. A Ceres project manager would supervise the superintendent and DMS site manager and will supervise site restoration. The Ceres project manager will also interface with the City administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.



The project manager together with the project superintendent would interface daily with City representatives to review the previous day's progress and would assign streets and geographic territories to crews based on previous progress and input from City representatives.

Administration: All trucks would be placarded and certified by Ceres and City personnel, and each load would be ticketed by a City-authorized monitor. All loads will pass under an inspection tower and will be "scaled" or "called" by a City-authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled, the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the City. Ceres, with the City's prior approval, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

Event Type: 5

Catastrophic Event – Removal, Reduction, Hauling, and Separating – Mixed Debris –City-wide

Ceres Headquarters Office Location: Sarasota, Florida permanent office with mobile Mount Dora office

Number of TDSR Sites: 4 to 6

Location of TDSR Sites: To be determined

Size of TDSR Sites: 5 to 20 acres

Type of Hauling Equipment: Self-loading knuckleboom trucks, dump trucks/trailers

Total Expected Cubic Yards of Debris: up to 1,500,000 CY

Quantity of Hauling Equipment: Self-loading knuckleboom trucks, dump trucks/trailers, approximately 32 crews with approximately 87 trucks

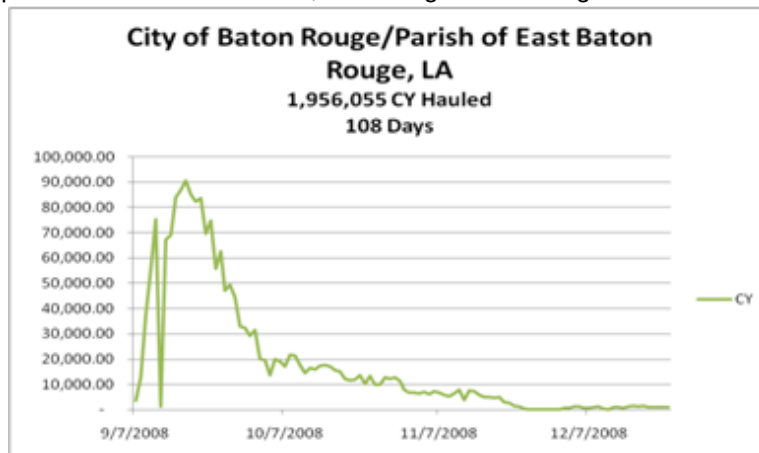
Time elapsed from Notice to Proceed to first arrival onsite of equipment: 1 hour

Time elapsed from Notice to Proceed to complete mobilization: 25% in 24 hours, 50% in 48 hours, 100% in 72 hours

Expected Management and Supervision Staff: General Management: 1 project manager, 1 project superintendent, 4 site superintendents/zone managers, 10 foreman, 1 FEMA/City liaison, 1 quality control officer, 1 administrator with 3 clerks, 1 subcontracting officer, 1 safety and health officer, 1 accountant; **plus**

Expected Personnel per TDSR Site: 1 TDSR Site Manager, 1 foreman with truck and cell phone, 1 assistant foreman, 5 to 8 heavy equipment operators, 2 to 4 flaggers for traffic control, 1 to 5 additional laborers for separation and other material handling

Methodology for Scheduling and Routing the Removal of Debris: Ceres would provide crews consisting of trucks, loaders, chain saw operators, and flaggers. Trucks and loading equipment would be provided with each crew, including self-loading knuckleboom trucks and other loading and hauling equipment.



Bobcat type loaders would likely be used to forward material into larger piles for efficient pickup by self-loading knuckleboom trucks. Each crew would be supervised by a lead man, and each crew would be supervised by a foreman who would report to the Ceres superintendent who would interface with the City field representative. A Ceres site manager will be installed who will manage the TDSR site operations, which would likely include a tub grinder or air curtain incinerator, a dozer, an excavator with grapple and dump trucks to load out. A

Ceres project manager would supervise the superintendent and DMS site manager and will supervise site restoration. The Ceres project manager will also interface with the City administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.

The project manager together with the project superintendent would interface daily with City representatives to review the previous day's progress and would assign streets and geographic territories to crews based on previous progress and input from City representatives.

Administration: All trucks would be placarded and certified by Ceres and City personnel, and each load would be ticketed by a City-authorized monitor. All loads will pass under an inspection tower and will be "scaled" or "called" by a City-authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled, the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the City. Ceres, with the City's prior approval, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

Event Type: 6

Catastrophic Event – Site Management – City-wide

Ceres Headquarters Office Location: Sarasota, Florida permanent office with mobile Mount Dora office

Number of TDSR Sites: 4 to 6

Location of TDSR Sites: To be determined

Size of TDSR Sites: 5 to 20+ acres (possible site layout illustrated below)

Total expected cubic yards of debris to process and document: up to 1,300,000

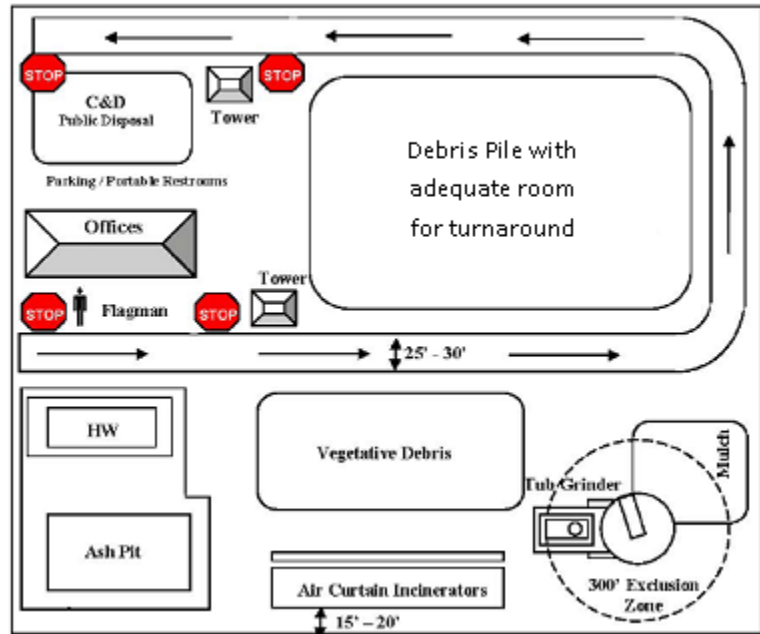
Time elapsed from Notice to Proceed to first arrival onsite of equipment: 1 hour

Time elapsed from Notice to Proceed to complete mobilization: 25% in 24 hours, 50% in 48 hours, 75% in 72 hours, 100% in 96 hours

Expected Management and Supervision Staff: General Management personnel: 1 project manager, 1

assistant project manager, 1 project superintendent, 1 assistant project superintendent, 1 FEMA/City liaison, 1 quality control officer, 1 administrator with 1 clerk, 1 subcontracting officer, 1 safety and health officer, 1 accountant with 2 clerks and data entry personnel as required; **Expected personnel per TDSR Site:** 1 TDSR Site Manager, 1 foreman with truck and cell phone, 1 assistant foreman, 7 or 8 heavy equipment operators, 2 to 4 flaggers for traffic control, 3 to 5 additional laborers for separation and other material handling

Quantity of equipment per site: 1 grinder, 2 excavators and/or backhoes with grapples, 1 dozer, 1-wheel loader with rake, 1-wheel loader with bucket, 1 maintenance truck, 1 water truck for fire suppression, 1 to 2 inspection towers, 1 hazardous materials containment area.



Methodology for accepting and measuring of debris: Inspection – From the constructed tower, the City's designated monitor will determine the capacity of the truck and estimated load volume (percent capacity) and evaluate the load for contaminants requiring separation. The monitor will instruct the driver regarding the appropriate dump location at the site and will verify the truck is completely empty following dumping. The monitor will complete the load ticket presented for each load delivered to the site.

Unloading - After inspection, the material will be forwarded to the tipping area supported by a wheel loader with rake and laborers. The laborers will inspect the debris and remove any contaminants. Contaminants that are hazardous will be handled by the hazardous toxic waste specialist, staged in the hazmat containment area, and disposed of in accordance with federal, state, and local requirements. Other contaminants, such as metal, will be separated accordingly.

Separation - While vegetative debris is generally the most voluminous debris stream, due to the nature of the storm, material separation is frequently required in order to properly and efficiently process the debris. Collection crews will separate grindable (vegetative) debris from non-grindable debris to the maximum extent possible during collection and loading operations. These loads, which may contain debris ranging from white goods, household hazardous waste (HHW), e-waste, and other materials, will be separated and sorted either manually or mechanically to remove the contaminants and then moved to the appropriately lined/fenced areas at the DMS.

Reduction - A wheel loader with rake will push material to the excavators and backhoes for loading material into the grinder. If the mulch produced from grinding is to remain on site for more than four weeks, the mulch piles will then be stacked no higher than 12 feet to minimize the potential for spontaneous combustion. Grinders will operate a safe distance from all other areas of the site to eliminate risk of injury

from projectile debris from the grinder. The Dust Control plan will be implemented to ensure dust from the grinder does not impact the adjacent properties. All equipment in the vicinity of the grinders will be equipped with fully enclosed cabs. If burning is allowed, the debris, once piled in the vicinity of the burn pit area, will be fed into the Air Curtain Incinerator in such a manner as to promote complete combustion. The backhoe will also set aside for forwarding any material that would process more efficiently in a chipper/grinder, such as large diameter logs or stumps. The Air Curtain will be operated at least 100 feet from any stockpile of debris and at least 1,000 feet from any occupied structure.

Final Disposal – Once debris measurement and processing operations are complete, the separated non-grindables will be recycled to the maximum extent possible. Metals and concrete will be baled, crushed, or otherwise processed for transport to recycling facilities. Clean that has been processed into mulch will be loaded into live bottom or similar hauling vehicles for delivery to the final disposal location. Mulch will be applied or disposed of at a site(s) approved by the City, as appropriate. The handling of incinerator ash material will comply with all federal, state, and local laws and regulations.

Site Closure - The Site Restoration and Environmental Survey Plan will ensure that restoration of the site will meet the owner's requirements and local regulations. In addition to site cleanup and removal of all debris, the site will be returned to its pre-storm condition or better via providing sufficient ground cover, grading, and seeding as necessary. An outside independent party may be employed to conduct a post utilization environmental survey in order to ensure satisfactory site conditions. Site closure is normally accomplished within 30 days of receipt of the last load of disaster related debris.

Administration: All trucks would be placarded and certified by Ceres and City personnel, and each load would be ticketed by a City-authorized monitor. All loads will pass under an inspection tower and will be "scaled" or "called" by a City-authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled, the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the City. Ceres, with the City's prior approval, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

Event Type: 7

Catastrophic Event – Total Management – City-wide

Ceres Headquarters Office Location: Sarasota, Florida permanent office with mobile Mount Dora office
Total management would effectively combine the two above Catastrophic Event Types: 5 – Removal, reduction, hauling, and separating mixed debris along with 6 – Site Management

Number of TDSR Sites: 6 to 8

Location of TDSR Sites: To be determined

Size of TDSR Sites: 5 to 20+ acres

Type of Equipment: Self-loading knuckleboom trucks, dump trucks/trailers for the ROW/ROE loading and hauling to the temporary sites; and grinders, excavators and/or backhoes with grapples, wheel loader with rake, wheel loader with bucket, maintenance truck, water truck for fire suppression, debris inspection towers, and hazardous materials containment area for site management

Total Expected Cubic Yards of Debris: up to 2,300,000 CY

Quantity of Hauling Equipment: Self-loading knuckleboom trucks, dump trucks/trailers, approximately 75 crews with approximately 209 trucks

Expected Management and Supervision Staff: General Management: Citywide (per site personnel listed separately below): 1 project manager, 1 assistant project manager, 6 to 8 site superintendent(s), 1 project superintendent, 1 assistant project superintendent, 12 to 18 foreman, 1 FEMA/City liaison, 1 administrator with 4 clerks, 1 quality control officer, 1 safety and health officer, 1 public relations officer, 1 accountant with 1 clerk; **For each TDSR Site, listed as follows:** 1 site manager, 1 assistant site manager, 2 foremen, 1 lead man, 5 to 8 heavy equipment operators, 3 to 6 flaggers for traffic control, 3 to 5 additional laborers for separation and other material handling per each TDSR site.

Methodology for Scheduling and Routing the Removal of Debris: Ceres would provide crews consisting of trucks, loaders, chain saw operators, and flaggers. Trucks and loading equipment would be

provided with each crew, including self-loading knuckleboom trucks and other loading and hauling equipment. Bobcat type loaders would likely be used to forward material into larger piles for efficient pickup by knuckleboom self-loading trucks. Each crew would be supervised by a lead man, and each crew would be supervised by a foreman who would report to the Ceres superintendent who would interface with the City field representative. A Ceres site manager will be installed who will manage the TDSR site operations. Operations at the various TDSR sites would be congruent with the method of operations as listed above, from site inception, preparation, debris acceptance, separation, processing, haul out, and site closure. A Ceres project manager would supervise the superintendent and DMS site manager and will supervise site restoration. The Ceres project manager will also interface with the City administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.

The project manager together with the project superintendent would interface daily with City representatives to review the previous day's progress and would assign streets and geographic territories to crews based on previous progress and input from City representatives.

Administration: All trucks would be placarded and certified by Ceres and City personnel, and each load would be ticketed by a City-authorized monitor. All loads will pass under an inspection tower and will be "scaled" or "called" by a City authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled, the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the City. Ceres, with the City's prior approval, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

5.3 Additional Services and Value-Added Services

Additional Services

Ceres Environmental Services, Inc. can supply the City of Mount Dora with additional services that may not be covered in the RFP Pricing Schedule. These include re-establishing communications, supplying temporary housing and restroom facilities, beach and shoreline restoration, and canal and river debris removal and restoration, as well as others described below. Teaming relationships with subcontractors experienced in marine recovery efforts allow us to handle sunken vessel removal.

Pricing for any of these additional services must be determined by negotiation in accordance with FEMA guidelines to supply services that are reimbursable by FEMA to the City. The *Public Assistance Program and Policy Guide, Version 4* is an invaluable reference, especially “Chapter 7: Emergency Work Eligibility”.

Temporary Housing - Base Camps and Bunkhouses

Ceres can provide the City with a wide variety of emergency housing options. Fully containerized bunkhouses can be trailered to a City location, or more long-term solutions can be built such as large housing tents and hard wall constructions.

Food Service/Catering

Ceres can provide meals as directed by the City either through a mobile kitchen or in a variety of ready-to-eat formats upon issuance of a City task order. We can provide a mobile kitchen supported by a reefer container that is capable of feeding 250-1000 personnel three basic meals per day. We can supply more elaborate meals if desired.

Supplying our personnel and subcontract personnel with meals is done using the most cost-effective method. When a large number of personnel with similar schedules are housed together, we have used group dining. Ceres provides food service through various subcontracting relationships. Meal options can be as simple as self-heating single meals, or full-service dining, with temporary kitchen facilities and a dining galley.

Temporary Restroom and Shower Facilities

If sewer and water utilities are unavailable, Ceres can supply a range of temporary restrooms and shower facilities. These include single stall, standardized port-a-johns, multiple-stall comfort stations, completely containerized shower facilities, and assembled corral-type showers. Ceres works with City personnel to identify specific needs and arrange to have sufficient facilities in place to accommodate every need.

During our Hurricane Katrina response, Ceres provided life support including meals, shelter, showers and sanitary facilities for 400 people. We also supplied travel trailers for our own personnel due to the unavailability of housing. Following Hurricane Ike in Texas in 2008, Ceres provided Chambers County with hot meals in four locations plus showers and sanitary facilities.

Potable Water and Ice Delivery

Ceres will supply the City with appropriate potable water, ice, and also necessary refrigeration and freezer units to store food, water and ice if required.

Temporary Power Generation

Through agreements with various suppliers, Ceres can provide many options for temporary power generation. Both gas and diesel generators ranging from 5kw up to 1,600kw can be onsite, available for use in short order.

Temporary Roofing Facilities (Dry-In)

Ceres is well versed in temporary roofing operations and has been successfully installing temporary dry-in on facilities since our response to Hurricane Georges in 1998. Roofing materials would vary depending on the size of repair and severity of damage; however, most common repairs would be completed with high quality plastic sheeting, furring strips and nails. Payment is based upon per square foot of roof covered.

Government Temporary Trailer Installation

If required, Ceres will provide crews to install government supplied housing (travel trailers). We have performed installations ranging from simply setting and securing the trailer to full installations including routing sewer lines, water taps, power poles, and building ramps/steps for easy access.

Mobile Office Command Center

Ceres has a number of containerized offices that can be used mobile command centers. These can be moved to the disaster zone via low bed trailers and semi tractors. We also have access to additional units through our partnering relationships. These mobile offices can be onsite, equipped with satellite communications and internet, and fully operational within hours.

Roll-off Hauling

Two separate roll-off-related services might be requested by the City. The services may require 10 and 40 cubic yard roll-offs. The roll-off service will use sufficient trucks to ensure roll-offs are filled repeatedly with minimum wait time.

Sunken Vessel Removal

Ceres will lease appropriate equipment and/or will locate qualified subcontractors to remove sunken vessels and dispose of them in an acceptable manner. These actions will be made following consultation with the City and will be subject to the City's advance approval of Ceres' work plan to be developed following contract award.

Water Based Operations (Typical Crew) – 1.5- 2 Feet Minimum Draft

- 15-25 Ton Hydraulic Excavator with Material Handling Grapple Capable of 35' Reach
- Work Barge with Spuds-Rented/Leased
- Materials Deck Barges-Rented/Leased
- Pusher Boat-Rented/Leased
- Work Boat
- Heavy Equipment Operator Hydraulic Excavator
- Pusher Boat Operator
- Work Boat Operator
- Deck Hands
- Tractor Trailer Heavy Hauler
- Foreman

Land Based Transfer Crew (Typical Crew)

- Wheeled Loader
- 2-5 Trucks
- Heavy Equipment Operator Wheeled Loader
- Truck Drivers

Upon inspection of the site(s) and performance period requirements established by the City, the number of crews will be determined. Ceres has the capacity to operate a minimum of eight water-based crews each with their own land-based transfer crew component.

River and Canal Shoreline Restoration

Ceres will transport and place fill material purchased by the City to river and canal shorelines. The material will be transported by on-road and off-road dump trucks and placed by wheel loaders.

Value-Added Services

Throughout our proposal Ceres discusses the services that we offer to the City of Mount Dora at **no additional cost**. These services include but are not limited to:

- Participate in the annual pre-hurricane season kick-off meeting with the City and its monitoring firm
- FEMA Training and Program Assistance **(Section 5.5)**
- Documentation for Maximum FEMA Reimbursement **(Section 5.6)**
- Community Relations Support **(Section 5.11)**

5.4 Ramping up to Remove Large Volumes of Debris

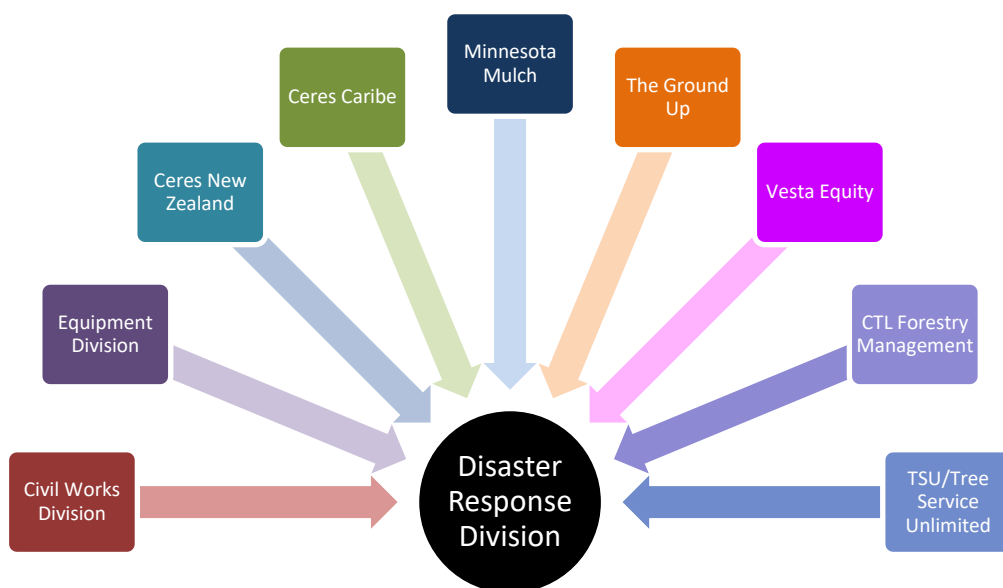
Ceres has demonstrated the ability to ramp up to respond to large-scale events and has the resources and experience to handle multiple events in multiple locations and large volumes of debris without compromising commitment to superior performance and customer satisfaction. For more details on our ability to manage activation of multiple contracts, please see **Section 3.4 Experience Managing Activation of Multiple Contracts**.

Overarching Strategy

Ceres Environmental Services, Inc. has grown from a single company into a diverse family of companies related through common ownership. The companies fulfilled a long-term strategic goal of owner and President David McIntyre – to develop a suite of complementary businesses to support Disaster Response in any large and diverse disaster debris activation(s). Each business unit plays a vital role in the overall company strategy and Ceres can draw on the strength of each company to ensure that the personnel, equipment, and finances required to successfully complete large-scale debris missions is readily available upon activation. This strategy allows Ceres to: 1) retain long-term employees between disaster recovery assignments; 2) keep heavy equipment on-hand, at-the-ready and operational; 3) provide financing to ensure we can pay subcontractors promptly and purchase additional equipment necessary to self-perform.

Personnel

We routinely cross-train employees between companies and/or divisions to ensure they can deploy when needed. During the recent storm seasons, Ceres was able to field enough personnel with disaster debris experience by reaching back into the Ceres family of companies, shown below.



Some of our most challenging deployments to Florida, Texas, and Georgia were Ceres Disaster Response Division personnel, followed by personnel from The Ground Up and Ceres Civil Division to help fill personnel shortages. As stated above, these employees are cross trained to come into disaster recovery positions during surge situations. As additional personnel were needed, Ceres used earthquake-hardened leaders from Christchurch, New Zealand and still more from Ceres Caribe in Puerto Rico. Ceres used sister company Vesta Equity to help raise cash, secure additional project financing, run cash flow analyses, and search for available real estate within local jurisdictions to use as TDSR sites. Following the successful completion of a debris project, these individuals were placed back into their normal day-to-day positions, retaining their debris training for the next disaster response. As an example of the use of cross-trained employees from various affiliated Ceres companies, 1,304 employees from all Ceres affiliated companies participated in the Ceres disaster recovery contracts, including 377 management staff.

When an influx of Ceres' personnel is required for disaster operations, Ceres places less experienced individuals under tenured employees as direct reports.

Civil Works Division: This business unit focuses on large horizontal construction contracts such as levees, dikes and other flood control works. The Civil Works Division provides bridge revenue between large activations and helps sustain home office overhead, including Human Resources, Accounting, and Maintenance. The Civil Works Division also directly supports the Disaster Response Division during activations with operators, laborers, and project management personnel and equipment.

Equipment Division: This business unit provides equipment to the Disaster Response Division, Ceres' Civil Works and other Ceres business units. The equipment division manages 2,019 pieces of equipment with a replacement value of approximately \$108 million. This division employs 33 mechanics, managers, and logistics professionals.

The Equipment Division directly supports the Disaster Response Division during activations with equipment, mechanics, and the logistical backing to move equipment over land and water.

Ceres New Zealand: This business unit was formed in response to the 2010/11 Christchurch earthquakes and specializes in complex demolitions including cut and crane, high reach, and implosion. This business unit was developed to provide expertise for a large-scale earthquake response in the U.S. Ceres New Zealand directly supports the Disaster Response Division during activations with project management personnel, engineers, and unrivaled demolition expertise.

Ceres Caribe: This business unit was formed in 1998 in response to Hurricane Georges and has unique knowledge and relationships for work throughout the Caribbean. Ceres Caribe recently responded (2017-present) to the USACE Blue Roof Mission and the Department of Transportation and Public Works (DTOP) debris project in Puerto Rico. Ceres Caribe directly supports the Disaster Response Division during activations with project management personnel and logistical acumen.

Minnesota Mulch: This business unit is a Minneapolis-based green waste recycling company focusing on yard waste disposal, grinding and mulching operations. Minnesota Mulch provides revenue between large activations and sustains home office overhead, including Human Resources, Accounting, and Maintenance. The business unit shares the 17 grinders, support equipment, operators, managers, and mechanics working day-to-day in Brooklyn Park, MN. In concert with The Ground Up personnel, Minnesota Mulch personnel oversee the operations of any and all TDSR sites used during an activation – from site construction, site management, reduction and site remediation/closure. Minnesota Mulch directly supports the Disaster Response Division during activations with grinder operators, debris site managers, and equipment.

The Ground Up: This business unit is a Houston-based green waste recycling company focusing on yard waste disposal, grinding and mulching operations. The Ground Up provides revenue between large activations and sustains home office overhead, including Human Resources, Accounting and Maintenance. Specifically, the business unit shares the 17 grinders, support equipment, operators, managers, and mechanics working day-to-day in Houston, TX. Personnel from The Ground Up and Minnesota Mulch oversee the operations of TDSR sites used during an activation from site construction to site remediation and closure. The Ground Up directly supports the Disaster Response Division during activations with grinder operators, debris site managers, and equipment.

Vesta Equity: This business unit was created after Hurricane Katrina to store and provide a return on capital that would later be required for any major event. Vesta is a private equity company focused on short-term loans that can be borrowed against or sold to raise cash. Vesta Equity directly supports the Disaster Response Division during activations with cash and real estate resources to help locate potential TDSR sites. Specifically, Vesta played a lead role in helping the Disaster Recovery Division secure some \$85M in the form of lines of credit, equipment loans and intracompany transfers to fund the 2016-2018 and 2021-2022 storm seasons.

CTL Forest Management: This business unit was acquired in 2020 to address the growing need in the Pacific Northwest and Southwest United States for pre-disaster wildfire mitigation and post-wildfire hazard tree removal services. The unit is a Placerville, California based company that provides specialized forestry management services and low-impact environmental restoration services to commercial, private, not-for-profit, municipal, and government organizations. CTL was a Prime Contractor for CalRecycle Camp Fire Hazard Tree Removal Program (DRR19067) in Butte County, CA.

TSU/Tree Service Unlimited: Like CTL Forest Management, this company was acquired to support Ceres operations in the West Coast region. TSU is a line clearance certified, disaster recovery, debris management, and hazard tree removal company. For 38 years TSU has successfully performed services for California's largest utilities and municipalities, as well as federal, state, and local entities.

Ceres developed the Project Management Playbook and the Debris Management Toolkit – centralized repositories for debris guidance, project forms, safety documents, and internal company protocols – to quickly onboard personnel. Ceres crafted templates and protocols to streamline the permitting of TDSR sites and final disposal sites in Florida.

Now, when disaster strikes, Ceres has dedicated disaster professionals and augments with employees cross-trained in disaster debris operations. If the event dictates the onboarding of additional personnel, Ceres has its tenured employees, Project Management Playbook, and the Debris Management Toolkit to lessen the learning curve and provide personnel with immediate access to mission-critical information.

Equipment

Equipment with its operating personnel may become scarce in a very large event as the subcontractors who have the most efficient equipment quickly sign subcontracts and begin working. In a very large event, there will be remaining unmet demand and equipment will be unavailable to some jurisdictions.

Ceres avoids this problem using various tactics, including:

- 1) Ceres cultivates relationships with our subcontractors so that even when a subcontractor can choose from various opportunities, the subcontractor seeks out work with Ceres. Ceres has a long history with many subcontractors who have been getting relatively steady work over several storm events. These subcontractors know that following a storm Ceres will obtain work; the subcontractors realize that the best way to obtain a share of work in future storms is to be a reliable subcontractor in the present storm. By being a desirable prime contractor to work for, Ceres attracts a larger share of scarce equipment.
- 2) Ceres bids jobs properly and has enough revenue on a project so that even if equipment is scarce and more expensive than usual, Ceres will be able to offer enough pay to subcontractors so that they work on the Ceres project. Some subcontractors submit "lowball" prices and win awards but then find themselves unable to hire subcontractors based on that pricing schedule. Clients of these low-priced subcontractors are more likely to find themselves without sufficient equipment.
- 3) Ceres is strong financially and can more easily absorb higher costs than weaker prime contractors. Our financial strength allows us to pay higher prices to subcontractors if it is necessary to do so to obtain needed equipment.
- 4) Ceres has relationships with subcontractors across the country and can offer mobilization payments to attract subcontractors who are more distant to the event, resulting in additional equipment becoming available.
- 5) Ceres has developed expertise in attracting new, mostly local, entrants into the disaster debris business. These new entrants frequently use lower-cost, less-efficient equipment such as pickup trucks with small dump trailers, but they can add to the daily hauling capacity on a project.
- 6) Ceres will open additional Debris Management Sites (DMSs), so that the equipment that is on site can make more round trips per day. In this manner daily production can increase as if there was more equipment on site, although what actually happens is that the existing equipment becomes more efficient. Ceres' recent ACI project in SW Georgia used this method to good success. Ceres opened multiple TDSRS per County to keep haul distances short and production high. Both new entrants and the existing haulers mobilized in support for the USACE debris mission. At the mission's peak, Ceres hauled 140,000 CYs in a single day, or 3.3% of the total project.
- 7) Finally, **Ceres owns 2,019 pieces of equipment**, including 64 excavators, 68 loaders, 21 dozers, 17 grinders, 21 self-loading knuckle boom trucks with pup trailers, 12 lowboys, and 10 air curtain incinerators. The 12 lowboys and the network of equipment transports available to Ceres is vital to moving assets around the country or to simply retrieve assets from rental companies regardless of origination point. This is a critical point of differentiation from the rest of the industry.

Unavailability of Disposal Sites

The unavailability of disposal sites can be mitigated by:

- distributing public information to divert waste from the debris stream to increase proper debris separation;
- thorough choice of reduction method; and
- thorough alternative uses for reduced material.

Diverting Waste from the Debris Stream and Proper Debris Separation

Ceres works with clients before a disaster to actively divert waste from the debris stream and to encourage proper separation of debris at curbside. Each client and Ceres project manager receives the Debris Management Toolkit containing public information on such topics as preparing your home before the storm; brief videos on how to properly segregate curbside debris; separation diagrams, and radio advisories. Ceres encourages clients to release public information regarding proper separation of debris at curbside. It is easier to communicate with a population that hasn't yet evacuated then to communicate with a displaced population.

Reduction Methods

The choice of reduction method – grinding, air curtain incineration and open burn – can help alleviate the need to dispose of large quantities of disaster debris.

- **Grinding** produces a reduction ratio of between 3:1 to 5:1.
- **Air curtain incineration** produces a reduction ratio of between 20:1 to 25:1. During our Beaufort County, SC, response, Ceres land-applied the resulting ash as a lime substitute on farmland through the County. This again helped reduce the tipping fees to the County, the State of South Carolina and the federal government. Ceres maintains relationships with various state agricultural departments and extension offices to help identify farmers that may like the ash amendment and to determine the appropriate application rates.
- **Open burn** produces a reduction ratio of 10:1 to 15:1. While the most cost-effective reduction method, open burn may not be suitable for urban and suburban areas and does carry negative environmental connotations from the heavy smoke.

During the USACE Georgia mission, Ceres realized a reduction ratio of 3.2:1 and disposed of over 1,000,000 cubic yards of mulch. Ceres disposed of material co-gen facilities, pecan farms and parks, and no mulch was deposited in a landfill.

Alternative Uses for Reduced Material

While vegetative debris is the most common debris type, other debris types have alternative disposal options that help mitigate the unavailability of disposal sites, as shown in the following table.

Alternative Disposal Options for Common Types of Debris	
Debris Type	Use
Unprocessed Woody Debris	Unprocessed Woody Debris can be used as marine habitat enhancements in parks and wildlife refuges in addition to developing large debris into crib walling for wetlands restoration and protection.
Metals	Metals shall be separated into ferrous and non-ferrous metals using electromagnets, metal maulers and shredders and sold to metal recycling firms. During the Lake, Mendocino and Napa Debris Mission following the NorCal wildfires, Ceres segregated metals out from the debris stream and transported to a recycling facility. Similarly, Ceres is recycling all metals from the current Camp Fire debris removal project in Paradise, CA.
Rubble	Rubble identified as concrete, bricks, cinder blocks and certain types of tile; rubble can be crushed and sieved for use as aggregate. Often utilized as a substitute for concrete aggregate in nonstructural applications, the rubble aggregate can be reformed into concrete for riprap erosion control. Ceres recycled rubble in Haiti following the 2010 earthquake and again in Christchurch, New Zealand, following the 2011 earthquake.
Glass	Glass can be directly recycled into fiberglass or used in place of sand in paving material.

Alternative Disposal Options for Common Types of Debris	
Debris Type	Use
Asphalt Shingles	Asphalt shingles can be recycled and given to varying local government for asphalt paving and pothole repair.
White Goods and Gasoline Powered Tools	White Goods and gasoline-powered tools communities oftentimes have not-for-profit, Goodwill, or State-owned organizations which employ workers to repair and recycle goods. In many states, following the removal of CFC refrigerants and oil/gas, the white goods and powered tools can be recycled for scrap metal.
e-Waste	e-Waste OEM manufacturer supported programs and other local recyclers that recycle e-Waste focusing on the electronic circuits, metals and plastics.
Tires	Tires can be recycled for use in asphalt, floor tiles, hoses, landscaping material, playground material and school tracks.
Soil	Utilizing screens while grinding vegetative debris, soil can be removed from vegetation and stored onsite for backfilling stump holes and ruts generated by mechanized equipment. Any remaining soil can be used in the TDSRS restoration.

Surge Requirements

The quantities of equipment and personnel required for a project may rapidly increase for a variety of reasons, and it is necessary that the Ceres is capable of a timely response.

Ceres possesses the four key components to successfully respond to major surge requirements, which are:

- 1) the management structure that can expand with increased requirements;
- 2) the management personnel who can provide the required additional supervision of activities;
- 3) the production personnel and equipment who can physically perform the increased work; and
- 4) the financing to keep payments flowing to subcontractors and vendors.

The Ceres **management structure** is built considering the basic crew level of a zone manager supervising several trucks, drivers and loading equipment. The **sector manager in turn supervises the zone managers**. If an area is denser than originally believed, additional zone managers may be required as the zones are split into subzones. If the sector manager becomes stretched due to an increased number of zone managers, an assistant sector manager will be brought in to provide additional supervision. Likewise, if an area becomes overloaded with the new subzones and additional crews, or if the overall territory is expanded, an additional area manager can be brought in. Depending on the situation, the area can be divided, or an additional area can be appended to the original areas map.

Additional trucks, drivers, and operators will be required. Generally, the quantity of debris will adequately support the needed quantity of equipment and the density of the debris is part of the surge. This quantity and density of debris will usually provide an economic incentive to the subcontractors who specialize in disaster recovery. However, when it does not, Ceres will take steps to make sure that the subcontractors will come on to the project – often this means offering financial incentives such a mobilization payment or a performance bonus. Ceres can take these steps because we value our reputation for reliability above the financial performance of any specific project. Additionally, Ceres considers these possibilities when bidding on a project – we plan for multiple contingencies.

Ceres has extensive subcontractor resources. Our history of reliably paying subcontractors and our decades of providing opportunities for subcontractors give us a large supply of subcontractors who desire to work for Ceres. This results in Ceres ability to attract and retain subcontractors even when multiple options exist for the subs.

Finally, our affiliated company Vesta Equity assists in providing financing, so that if a surge requires rapid availability of additional funds, Ceres is prepared to obtain such resources.

5.5 FEMA Training and Program Assistance

Ceres has FEMA reimbursement liaison officers on staff that provide expertise to Ceres and the City at no additional cost in order that all Project Worksheet activities and other reimbursement documentation are filed successfully. **Refer to Section 3.6** for our **Experience with FEMA and other Governmental Agencies**.

Training

The Ceres Pre-Event Training Program covers a wide array of disaster topics and is tailored specifically to the City's needs and education. Topics focus on three different timelines to better understand the entire contract life cycle:

- What can we do today?
- How do we respond to the event?
- Where do we go from here?

These timelines allow Ceres to develop a Pre-Event Training Program based on the specific needs and education of each client. Clients with little or outdated debris experience may want to focus on debris planning or Mount Dora-Ceres response immediately following an event. Conversely, clients with repeated experience from the recent hurricane seasons may want to focus on project documentation after a debris project is complete. Below, we break down each of the three timelines to expand on the Ceres Pre-Event Training Program.

What can we do today?

Ceres routinely works with clients on what can be done today in clear skies. The topics are:

- **Disaster Debris Management Planning**
 - Review of existing Emergency Operations Plan and Disaster Debris Management Plan – Using FEMA's Debris Management Plan Job Aid, Ceres reviews existing debris management plans for the 10 basic elements of a comprehensive plan. Further still, Ceres offers internal lessons learned from past projects to bolster the effectiveness of the plan and uses other Federal and State guidance as an additional check, including U.S. EPA's *Planning for Natural Disaster Debris*.
 - Draft a Disaster Debris Management Plan – Ceres personnel have written many disaster debris management plans for local governments, State governments and the U.S. Army Corps of Engineers. In 2019, following Hurricane Dorian, Ceres wrote the disaster debris management plan for the Commonwealth of the Bahamas which was also adopted by the United Nations Developmental Programme, Caribbean Region.
 - Disaster Debris Management Plan Workshop – Ceres provides a classroom-style training covering the various planning considerations for the emergency push operations, debris estimating/preliminary damage assessments (PDAs), debris collection strategies, locating and identifying temporary debris sites, pros/cons of different debris reduction methods, final disposal options, debris monitoring, OSHA compliance and safety, environmental protection, historical preservation (Section 106 compliance) and countless others.
- **Changes in Federal and State Guidance**
 - Continued Growth: Changes in FEMA Policy – Ceres provides classroom-style training to highlight changes, or considered changes, in FEMA rules, regulations and policies. During past training, Ceres has focused on changes in FEMA procurement policies, introduction of the PAPPG and recent Disaster Specific Guidance from hurricanes Harvey, Irma, Maria, Florence and Michael.
 - Recent State Legislative Changes – As States gather more experience, their response mechanisms often change. Recently, Ceres gave a presentation to the American Public Work Association, Texas Chapter regarding the recent State legislative changes and the implementation of the State's new Catastrophic Debris Management Annex.
 - Know Where to Look: Additional Funding Mechanisms for Debris – Ceres expands on little known or understood alternative Federal grant programs that offer additional funding for debris through NRCS, FHWA, USACE, USDA, USDOL and HUD.

How do we respond to the event?

The Ceres goal with each client is to develop a partnership that seamlessly integrates two diverse teams to realize a quick and organized debris management project. To achieve this goal, we say how do we respond in an event? The topics are:

- **Tabletop Exercises** – Ceres offers and/or participates in disaster exercises with clients to better understand the client's disaster response mechanisms. When developing exercises for a client, Ceres addresses the highest client-specific disaster risk, i.e. hurricanes or tornadoes. The exercises include pre-event activities leading up to disaster impact, immediate response following the aftermath of the disaster and subsequent transition to long-term debris operations. Throughout the process, Ceres uses sealed manila envelopes to surprise participants with various debris related issues, such as damage to a curb stop by a debris hauler, debris site is full and require an additional site, etc.
- **Tricks of Trade: Tough Lessons Learned from 45+ Years of Experience** – Just over the past 4 years, Ceres has responded to 100+ federal-funded contracts, performed over \$500mil in projects, and worked in 3 distinct islands groups in the Caribbean and across the U.S. With those experiences, Ceres has learned a lot. This classroom like training covers those experiences and how we currently adapt the lessons learned into our ongoing and future operations. Two such topics include private property debris removal requests and commercial debris removal requests, both of which Ceres has extensive experience assisting local FEMA funding.
- **Communication with a Displaced Population: How Can We Do It?** – This is a classroom-style training with breakouts into teams to develop catch phrases and different ways to communicate to the City's residents. Ceres focuses on different methods of communication with shelter-in-place, evacuated and displaced residents while developing content that expedites debris removal and fits Mount Dora's recovery timeline. During the training, Ceres provides sample videos, radio advisories, newspaper articles, door hangers, mail inserts, social media posts, etc.
- **Document, Document, Document: Debris Monitoring** – Accurate and compliant documentation is critical to FEMA reimbursement. In this classroom-style training, Ceres discusses debris monitoring in each phase of a debris management project and what information is critical to FEMA reimbursement. We look at technological advances in debris monitoring like automated debris management systems and discuss critical elements of a 214 Activity Log, truck certification, load ticket and tree ticket.
- **Back to the Basics: Debris Management 101** – This is a classroom style training focused on providing inexperienced client personnel with an introduction to debris management operations.
- **Keeping It Between the Lines: Working with Regulatory Agencies for Debris** – Numerous State and Federal agencies and departments have a role to play in a debris removal project. This classroom style training focuses on various debris guidance from OSHA, EPA, EHP
- **Behind the Curtain: Becoming a Ceres Project Manager** – In short, this is the training Ceres offers to incoming and returning project managers. This helps client personnel understand the considerations Ceres uses when establishing zones, assigning, and dispatching trucks, selecting and constructing temporary debris management sites, closing out zones, remediating damage and wrapping up a project.

Where do we go from here?

The topics are:

- **After Action Reports/Meetings** – Ceres is a very big proponent of after-action reports and meetings. What did we do well? What did we do poorly? Ceres brings an honest and introspective view to Ceres operations and the debris project as a whole. Since 2016, Ceres has expanded different elements of internal operations based on action items from these meetings. For example, following hurricanes Harvey, Irma and Maria, Ceres invested in more knucklebooms and grinders to insulate the company from subcontractor no shows and skip outs – unless your name is on the side of the truck, you cannot guarantee a response time. Ceres name is on the side of those trucks.
- **Avoiding the Disaster After the Disaster: Your FEMA Reimbursement** – Ceres focuses heavily on ensuring our clients are reimbursed for all disaster debris work performed. Topics vary depending on the audience (Finance vs. Procurement vs Public Works) and the knowledge level but can include the following.
 - Procurement Conducted Under Exigent of Emergency Circumstances (FEMA Fact Sheet)

- Elements of a Project Worksheet (FEMA Fact Sheet 9580.5) – Ceres discusses various elements of Project Worksheet and focuses largely on damage description, scope of work, cost estimate, contract documentation and materials back up documentation.
- Closing out debris projects with the State – Ceres helps package critical and frequently requested debris documentation in a usable and easily retrievable format.
- Preparing for an OIG Audit – Ceres reviews past FEMA OIG entrance questionnaires and pulls recent OIG reports to better understand debris issues and pitfalls to local government responses.
- Responding to FEMA RFIs – Ceres routinely helps clients gather documents and develop responses to FEMA Requests for Information.
- Ready for Arbitration – On a few occasions, Ceres clients have run the course with FEMA RFIs and opted to head into arbitration. Ceres assists clients and their legal representation in developing arguments to successfully win arbitration hearings.

Reimbursement Assistance

Ceres has experienced personnel trained in providing the necessary documentation and assistance in the preparation of reimbursement claims for the City. If requested, Ceres will provide the City with turnkey services or guidance and technical assistance to ensure proper preparation and submittal of claims for reimbursement and other available funding. Our FEMA reimbursement liaisons have supervised and trained personnel on disaster response and relief efforts in New York following 9/11 and on subsequent events including Hurricanes Ian, Ida, Laura, Delta, Sally, Michael, Irma, Maria and Florence. We can help a local government make certain that federal funding approvals are followed by timely reimbursement.

Program Management Assistance

Ceres is experienced and trained to provide all the following services to the City:

- Developing Preliminary Damage Assessment (PDA) for Submittal to State and FEMA
- Emergency Work Definition and Application to Mount Dora (Category A and Category B)
- Permanent Work Definition and Application to Mount Dora (Categories C through G)
- Assistance with Applicant's Briefing
- Identifying Expenditures Eligible for Reimbursement
- Review of Scope of Work
- Recovery Process Documentation
- Recovery Process Oversight
- Force Account Labor Assistance
- Preparation of Project Worksheet (PW)
- Review of records system for applicability to State and Federal Requirements
- Orientation and training of client personnel on documentation requirements
- Assist in the establishment of the "Clerk of Records"
- Claim Documentation
- Public Service Announcements

Documentation – Field Operations

Refer to Section 5.6 for Documentation for Maximum FEMA Reimbursement.

5.6 Documentation for Maximum FEMA Reimbursement

From experience on over 330 FEMA-reimbursed projects, Ceres Environmental Services, Inc. knows that accurate and organized recordkeeping and reporting is vital to the successful completion of a project and full FEMA reimbursement. To meet this need, Ceres starts with training and education covering changes in FEMA rules, regulations and policies with follow-on topics including debris management planning and review. During the project, Ceres works to ensure debris eligibility and proper documentation for NTPs, work orders, debris site permits, truck certifications, load tickets, tree tickets, haul out tickets and final disposal locations. After the project is complete, Ceres assists in project closeouts with State and FEMA, supports clients through FEMA Requests for Information (RFIs), OIG audits and arbitration, attends post-project briefings, and provides lessons learned and recommendations for the next project. This careful attention to FEMA rules, regulations and policies, compliant documentation and strict internal quality control procedures serves to protect City of Mount Dora's FEMA reimbursement and future budgets. **Throughout Ceres' history, no client has been denied reimbursement for eligible work Ceres has performed.**

Ceres has FEMA reimbursement liaison officers on staff that provide expertise to Ceres and the City in order that all Project Worksheet activities and other reimbursement documentation are filed successfully. **Refer to Section 3.6 for Experience with FEMA and other Governmental Agencies and Section 5.5 for FEMA Training and Program Assistance.**

Documentation – Field Operations

Ceres has its own forms for truck certification, load tickets, force account labor and equipment, man-hours, and equipment supplied. Ceres is pleased to provide these, and any other forms needed for the City.

Ceres often provides these forms to clients during disaster response projects. For example, Ceres performed debris removal for Indian River County following back-to-back hurricanes Matthew and Irma in 2016 and 2017. Since the County performed its own monitoring, Ceres brought its own truck certifications, load tickets, and other required forms for the County monitors' use. During project closeout, Ceres scanned all truck certification and load tickets and provided back to the County for recordkeeping. Lastly, Ceres has transitioned its time and materials logs for emergency debris clearance to mirror an ICS Form 214 more closely. This is the standard ICS form used in emergency management to log activities performed by various ESFs. By mirroring this form in our own activities, Ceres can more seamlessly assimilate into City of Mount Dora's emergency response functions and quicken PW development and cost tracking.

In addition to its proprietary forms, Ceres is also familiar with the sample forms included in the 2021 version of the Public Assistance Debris Monitoring Guide and the guidance provided by the Public Assistance Program and Policy Guide (PAPPG v4). These FEMA publications provide guidelines for debris management from preparation to concluding response and offer multiple sample forms for use during monitoring, including load tickets and truck certifications.

Ceres is also intimately familiar with PAPPG, Title 2 of the Code of Federal Regulations (CFR) Part 200 Procurement Standards, the Procurement Disaster Assistance Team Field Manual (2019 version) and other pertinent FEMA policy guides, fact sheets, and disaster specific guidance. Ceres maintains this information in a central repository to

 Quality Control Form <u>Debris Removal</u> Submitted Time: 10/05/2019 7:01 AM APN: 058-520-009-000 Address: 058-520-009 BARDEES BAR RD		
QC Name	Mike Randall	
SUB	P31	
TF	9	
Weather Conditions	Weather Class	Class A
	Min Temperature	45
	Max Temperature	70
	Precipitation	0
Unique Features	Yes, Steep rutted driveway to top site	
Access	Poor up top, bottom is good.	
Rock	Yes, 3 loads on driveway	
Proximity to Stream or Watershed	Neither	
Walls or Chimney	No	
Multiple Outbuildings	No	
Vehicles	Yes, 1 pick up truck	
Pool	No	
Fencing	No	
Property Progress	Start: 60, End: PFI	
Picture #1		

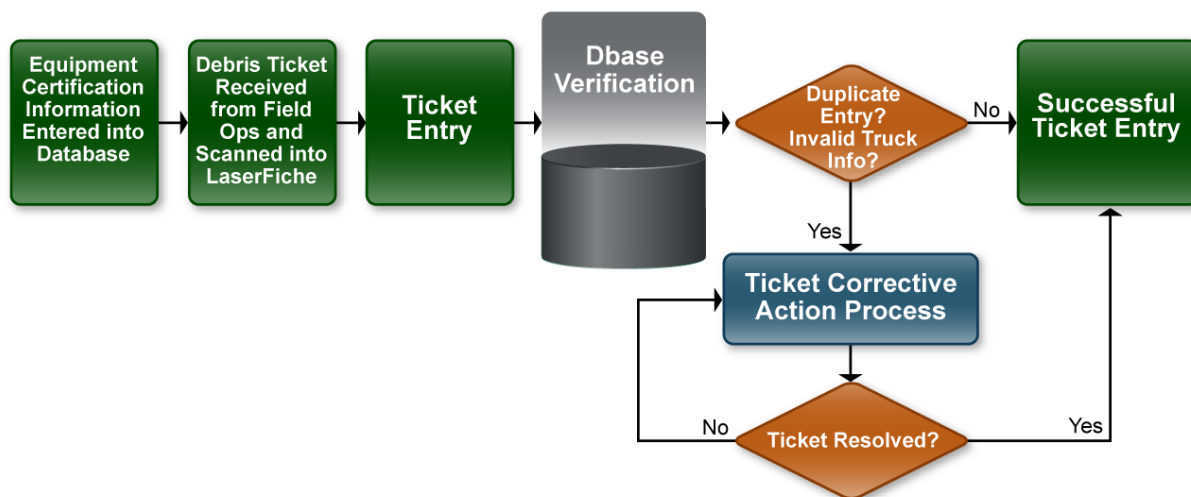
quickly compare policy guide revisions and distribute it to clients. When FEMA transitioned from 44 C.F.R. 13.36 to 2 C.F.R. 200, Ceres and its attorney wrote a crosswalk article highlighting the changes from one set of regulations to the other (The Construction Lawyer, Volume 36, Number 4, Fall 2016, Emergency Contracting: Avoiding a Disaster After the Disaster). In short, Ceres has access to and understands the various rules, regulations and policies required to meet FEMA reimbursement guidelines.

Ceres has recently expanded its field operations reporting with the latest ESRI GIS software suite, ArcGIS 10.7TM. Ceres can create sector, zone and subzone maps to augment completion of PDA Forms, provide better estimates of debris quantities/types, track the progress of debris collection operations and help closeout zones/subzones. In total, ArcGIS helps create a common operating picture between Ceres, its various department and the City. ArcGIS has become an integral part of Ceres overall operations and is developing a common operating picture within Ceres and among our partners.

To highlight the importance of ArcGIS, Ceres recently implemented the software suite during Ceres' completion of CalRecycle's Camp Fire debris removal project, as well as for ongoing operations in Abaco, Bahamas from Hurricane Dorian. Ceres can tailor forms and reports with each project to capture required information and help create an administrative record to protect the City FEMA reimbursement. A screenshot of a sample report is provided on the previous page; complete copies are available upon request.

Documentation – Administrative

Tickets and Truck Certification Forms are the foundation of the major expenses on most projects. Tickets are designed in several versions depending on what information is required. Tickets may track debris by cubic yard, tons, each, or load. The debris stream may also influence the ticket form that is selected for any particular project phase. Truck Certification forms are also critical documentation that must be accurately and carefully recorded. These forms are carefully structured to ensure that all necessary information, as required by FEMA, is recorded. FEMA requires signed truck certification forms for every vehicle hauling on the project and a signed dump ticket for every load. Ceres supplies these 5-part carbonless forms if the City wishes.



Ceres 00

This flow chart illustrates the data flow and system logic for handling completed load tickets. The system will check for a non-duplicate ticket number, a valid truck number and that the load does not exceed the verified capacity of the truck before information will be saved in the data base.

Ceres has developed a powerful custom database that links key components of documentation including the truck certification database, ticket database, and the database containing all the images of each individual ticket and the truck certifications. Ceres' ticket database has been in use for more than 10 years and is easily modified to meet the varying needs of our clients. The database is also designed to make data entry easy. One data entry person, with minimal training, can enter over 700 tickets per day. Drop down selections, short cuts and static information retrieval make data entry fast and accurate. The system does not allow entry of duplicate tickets thus preventing duplicate billing and duplicate payments. The system

does not allow a ticket to be entered with an amount that exceeds the certified load amount of the truck. Additional features of this custom software make it flexible enough to record data that is known to be required for a particular circumstance or project. Ceres maintains separate databases for each project to ensure that data integrity is maintained.

Each completed truck certification form and each load ticket are electronically scanned at the field office and then transmitted to an imaging database located on a secure Ceres server outside the disaster area. The scanned information is then retrieved by our data entry staff and entered into the appropriate project database under normal office conditions. Database rules require that first the truck owner (Ceres or one of its subcontractors) and then the individual truck be established in the database before the system will accept any load ticket information for that truck

Ceres has taken great care to develop both policies and procedures that can be consistently applied to every project. The Ceres "Data Entry/Accounting Procedures" manual is used to provide guidance to our data entry personnel, so all data is entered in a consistent manner to ensure data integrity. This extra planning makes the implementation of a project easier and faster. Additionally, the use of advanced communication technologies, such as wireless and satellite internet connections; cell phones with voice, data and text; and electronic imaging of paper documents, allow Ceres to simultaneously manage multiple projects, in multiple states. All reimbursable activities under a particular contract, for example, stump removal, operation of hourly rate equipment, and personnel hours, are recorded by our operations staff.

At any time, Ceres' image databases (images include both tickets and truck logs) are available to all our governmental customers as password protected read only files on the internet. The data has been used for audits by such Federal agencies as the U.S. Army Corps of Engineers.

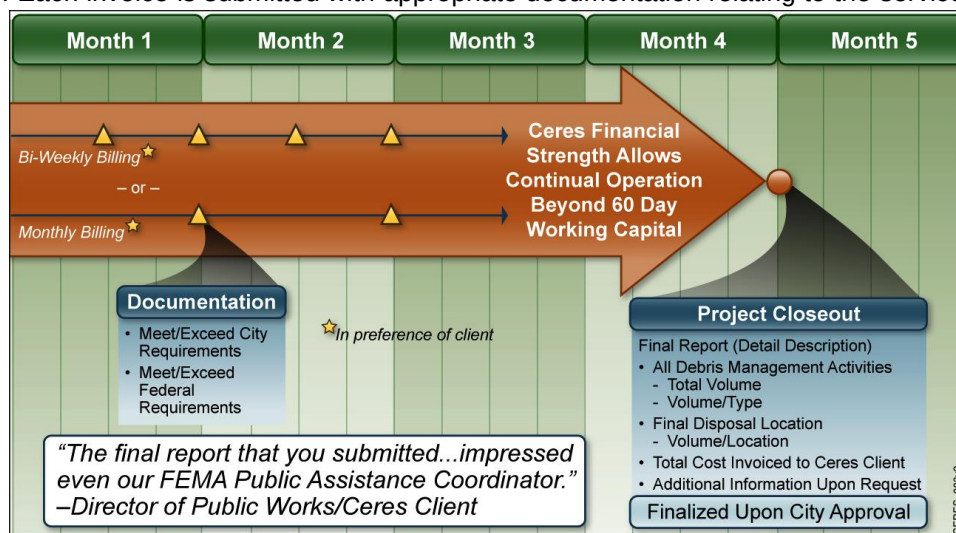
Ceres audits the database for inconsistencies, data entry error and data integrity daily. This ensures that records of all potentially reimbursable activities are acceptable and auditable by FEMA.

Both standard and custom reports can be generated from Ceres databases. These reports are used to invoice work performed to the Client, to pay subcontractors, and to provide management/field operations with production reports. This information is readily shared in a variety of formats.

Invoicing

Ceres can invoice the City on a weekly, bi-weekly, or monthly basis and in any format the client or a client's representative requires. Each invoice is submitted with appropriate documentation relating to the services provided.

Documentation shall meet or exceed City and federal requirements for funding and reimbursement purposes. Ceres will provide technical assistance to the City in the completion of claims filed to FEMA or other agencies for funding and reimbursement. A documentation team will be assembled from representatives of quality control and accounting. This team will assist the



Invoices are generated as contractually agreed with all necessary supporting documentation. Project closeout is expedited by automated controls on truck identification, load sizes and ticket number validity.

City throughout the invoicing and reimbursement process long after the work has been completed. Ceres' financial strength enables Ceres to operate within the working capital requirement of the contract.

Internal Audit

Ceres regularly conducts internal audits of the debris data to ensure foul play is not occurring on the project. For example, a Project Accountant will run reports on the average load calls, number of hauls per day, and total cubic yards hauled per day. That information is then compared for every truck to determine if someone falls outside the expected range. If a truck is below or above the expected range, the Project Manager or QC team will review the work of the individual truck and generate a report to document the discrepancy. Additionally, our GIS team may map all the collection locations across the City. One area seems to have tens of loads originating from the same or close by location. Similarly, the Project Manager or QC team will review the work and generate a report to document the discrepancy.

Monitoring Consultants

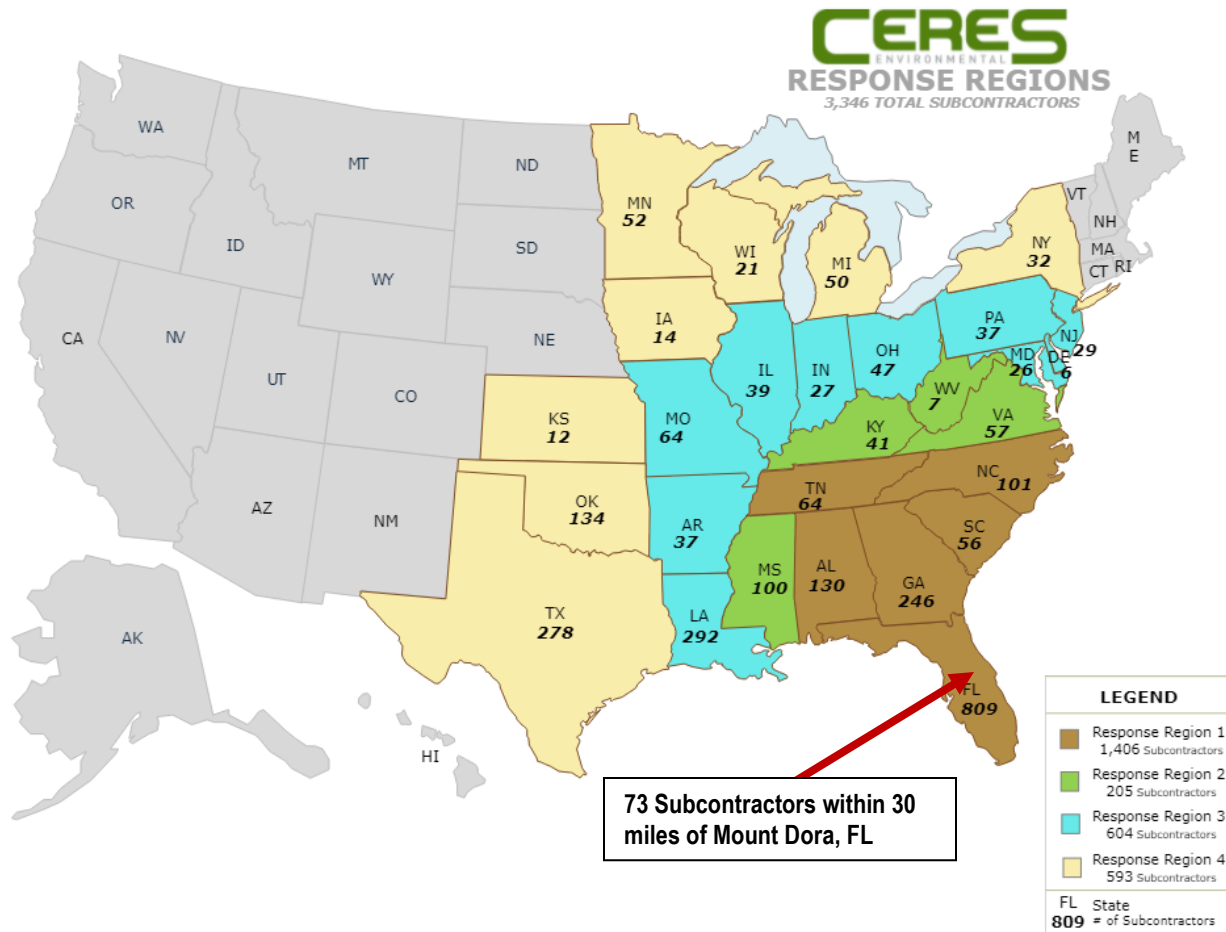
Many of Ceres' clients choose to contract with a firm providing monitoring services. The services provided by a monitoring firm may include: damage assessment, training, emergency and pre-event planning, direct communications with the City, incorporation of City forms and FEMA forms, post-event construction management, funding, and grants management. To eliminate any question of conflict of interest we will not involve ourselves in the actual selection process and we do not endorse nor recommend any of the monitoring companies. We do strongly recommend that the City verify that the proposed monitoring firm is not de-listed by the federal government on the "Excluded Parties List System" at www.epls.gov.

Ceres maintains extensive experience working with almost every debris monitoring firm in the industry today. Given the countless projects with each debris monitoring firm, Ceres understands the ins and outs of each firm's response and recovery structure, their respective automated debris management system (ADMS) and their respective invoicing procedures to ensure compliant documentation and payment recommendations. This seamless integration happens at the field level with truck certifications, monitor dispatches, zone assignments, zone closeouts and the administrative level with contracts/pricing schedule during project kick off, final disposal permits/documentation, ADMS login/downloads, and invoice reconciliation. Each day, Ceres' accounting staff imports the monitor's ADMS data by mapping the Excel spreadsheet and uploading it to Ceres database. Ceres' accounting staff then reconciles the previous day's data, identifies inconsistencies, and communicates those inconsistencies back to the monitoring firm to help ensure data integrity used in reports and invoices. Much of these elements happen outside the purview of the City, but because of the experience with each debris monitoring firm, Ceres can anticipate your needs and proactively help fill out Mount Dora's contract record for FEMA reimbursement.

Production Reporting

Ceres has developed specific procedures to ensure proper and thorough documentation of daily project activities and adherence to strict quality control requirements. Daily documentation required for each debris management project will meet or exceed contractual, FEMA or other agency requirements. Ceres has developed project-tracking forms to ensure accurate reporting. In addition to the forms already mentioned, other forms include truck certification logs, production logs, shift inspection checklists, safety meeting report forms, daily crew reports, and various equipment usage reports. From this information, Ceres can provide daily, weekly, monthly and quarterly reports as requested by the client. A few reports generated for clients in the past 5 years include Diversity Plan Monthly Status Reports, Paid Summary Reports, and Utilization and Data Monthly Reports. Ceres strong and accurate field administration feeds the production reporting developed and submitted by the accounting staff.

5.7 Subcontractor Plan



Introduction

Our objective at Ceres Environmental Services, Inc. is to perform all work associated with this contract in an efficient and safe manner through the effective administration and management of our equipment, personnel, subcontractors, and suppliers. In accordance with Ceres' policies and programs, the work plan for this contract will be developed and executed assisting, counseling, advising, and utilizing, to the maximum extent possible and to the extent consistent with City of Mount Dora's interest, Local and other Small Businesses (SB) as well as Small Disadvantaged Businesses (SDB) such as HUBZone, Veteran-owned (VO), Service Disabled Veteran-Owned (SDVO), Woman-Owned (WOSB) for the provision of equipment, labor, services and supplies.

It is important for Ceres to provide opportunities for local companies and their employees to work on any project that may result from this contract. Additionally, Ceres may directly employ individuals to work for Ceres on a project. Ceres has a very well-developed subcontracting plan, and Ceres also has a stellar record of implementing our plan and making payments to local subcontractors on past projects performed when Ceres is the prime contractor.

Subcontracting To Firms within the Area of the Project

It is the intention, policy and practice of Ceres to utilize **local** subcontract services in the performance of the proposed contract to the maximum extent possible as consistent, within the requirements of **the Stafford Act**, Sec. 307, Use of Local Firms and Individuals (42 U.S.C. 5150), the prime contract and sound business practices and management policies. In General - In the expenditure of Federal funds for debris clearance, distribution of supplies, reconstruction, and other major disaster or emergency assistance activities which may be carried out by contract or agreement with private organizations, firms, or individuals, preference will be given, to the extent feasible and practicable, to those organizations, firms, and individuals

residing or doing business primarily in the area affected by such major disaster or emergency. We recognize the advantages obtainable by utilizing other responsible and experienced firms who are capable of furnishing specialty services and products of high quality. Priority will be given to those subcontractors who are from or do business in the surrounding area.

A separate program will be included for local contractors that do not necessarily have goals established under the contract requirements. Ceres' internal subcontractor databases, on-line databases, online local business directories, and local government offices will be used to identify contractors in the immediate area. This is the process used quite successfully by Ceres on previous projects. The search and identification will validate the speed and performance level to mobilize contractors on site and begin the physical work. Our internal subcontractor database includes subcontractors who have expressed an interest in or assisted our firm in the successful completion of emergency response contracts. All efforts will be made to also procure supplies, materials, and labor from local vendors.

Ceres has and will continue to communicate with local authorities, elected officials, and community organizations, its desire to hire local and small business enterprises and subcategory businesses to meet the requirements of FAR 19.704(a) and 52.219-9(d), DFARS Subpart 219.5, 219.704(a)(1), 219.705 and 252.219-7003 and meet specified goals for hiring SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones. Copies of the contract will be sent to Plan Rooms servicing the region in addition to our office in the project area. The contract will also be posted to a web site and potential subcontractor registration will also be available via web, FAX, direct contact (1-877-STORM12). A dedicated toll-free telephone service will be established specifically for subcontractors interested in contracting with Ceres. Ceres has made as many resources available to subcontractors as possible to initiate and facilitate communication.

The Manager of Administration and the Subcontract Manager will notify regionally based subcontractors of the issuance of a notice to proceed. Ceres' subcontractor database currently contains more than 3,346 disaster debris management prospective subcontractors who have contacted Ceres with an interest in subcontracting. More than 1,100 of these subcontractors have worked on Ceres' disaster projects, providing, along with Ceres' owned fleet, more than 7,000 pieces of loading and hauling equipment. While our database of qualified subcontractors is very large, it is our intention to select from a more regionally based group and have established for Mount Dora four unique response regions. These are based on relative distance from your area and use straight-line miles and/or drive time to establish which region each state of potential subcontractors belongs in.

Listed below is information taken directly from our subcontractor database, showing the home state of operation and numbers of subcontractors, by the approximate drive times to Mount Dora. A list of prospective Florida subcontractors is included in this proposal. Should you desire a listing of the Region 1-4 subcontractors by name and location; Ceres can provide such a list upon request.

Response Region 1: 240 straight-line miles or 6-8 hours driving time			
Alabama	130	North Carolina	101
Florida	809	South Carolina	56
Georgia	246	Tennessee	64
Subtotal of firms within 6-8 hours driving time = 1,406			
Response Region 2: 360 straight-line miles or 8-10 hours driving time			
Kentucky	41	Mississippi	100
Virginia	57	West Virginia	7
Subtotal of firms within 8-10 hours driving time = 205			
Response Region 3: 360 straight-line miles or 8-10 hours driving time			
Arkansas	37	Delaware	6
Maryland	26	Missouri	64
Illinois	39	New Jersey	29
Indiana	27	Ohio	47
Louisiana	292	Pennsylvania	37
Subtotal of firms within 8-10 hours driving time = 604			
Total Number of Subcontractors Within One Days Driving Time = 2,215			

Response Region 4: greater than 600 straight-line miles or more than 14 hours driving time			
Iowa	14	New York	32
Kansas	12	Oklahoma	134
Michigan	50	Texas	278
Minnesota	52	Wisconsin	21
Subtotal of firms greater than 14 hours driving time = 593			
Total Number of Subcontractors Within Two Days Driving Time = 2,808			

Ceres Subcontract Manager and Duties

The Ceres Subcontract Manager is:

Tia Laurie
Subcontract Manager
Ceres Environmental Services, Inc.
6968 Professional Parkway
Sarasota, FL 34240
(800) 218-4424
tia.laurie@ceresenv.com

Ms. Laurie's responsibilities include:

- Identification, development, and maintenance of source lists of small, small disadvantaged, and women-owned small business concerns. Verifying the list of subcontract entities, or database, is properly maintained.
- Develop outreach programs through advertising; broadcast fax solicitations; networking with local and national organizations such as SBA, applicable trade unions, Chambers of Commerce etc.
- Ensuring the inclusion of targeted business concerns in all solicitations for services or products; and ensuring that all solicitations are structured to permit the maximum possible participation by targeted concerns.
- Ensuring that certain solicitations or sources sought are restricted to SDB concerns (competitive basis).
- Ensuring the establishment and maintenance of records of all subcontract awards to ensure appropriate documentation of non-selection of bids submitted by targeted enterprises.
- Ensuring the preparation and submittal of all compliance reports.
- Maintaining records and measuring performance against established goals.
- Advise, train, and foster project management personnel on the purposes of the SB Subcontracting Program.
- To ensure any provided study or reports are formatted in a manner compliant with the contract or otherwise acceptable to the City.
- Encouraging all employees and subcontractors to attend off-site training courses offered by public and private entities in small business development and small business program goals. Arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law Public Law 99-661, Section 1207 and Public Law 100-180, Section 806 on purchasing procedures.
- Participate in voluntary federal programs which encourage the private sector to utilize SDBs, SBs, WOSBs, VOs, SDVOs, and HUBZone subcontractors.
- Ensuring periodic rotation of potential subcontractors on bidder's lists.
- Identification of other SB concerns when the number of prospective sources is not adequate using the internet or other mass media as a resource.
- Review and approval of SB subcontracting plans submitted by large businesses.
- Maintaining requirements of the prime contract in subcontract agreements. Verification that subcontract agreements contain flowdown clauses.
- Prepare and submit semi-annual and annual subcontracting reports.
- Reporting progress in achieving goals under this program to senior level management.
- Implementation of an "in-reach" program that provides targeted businesses access to project managers and key personnel.

Methods Utilized to Develop and Achieve Subcontracting Goals

Ceres will utilize a minimum of one subcontract manager and/or specialists in the execution of this contract. All personnel are familiar with and recognize Ceres' commitment to Public Law 99-661, Section 1207 and Public Law 100-180, Section 806 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 100-707 and Public Law. Ceres will conduct internal training seminars and workshops to assure staff compliance with requirements of FAR 19.704(a) and 52.219-9(d), DFARS Subpart 219.5, 219.704(a)(1), 219.705 and 252.219-7003 and meet specified goals for hiring SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZone subcontractors.

In addition to technical and field work subcontracted in association with this contract, buyers will make every effort to identify and utilize SBs & SDBs for supplies and services including but not limited to the following: Office and temporary housing service, Cleaning and supplies, Housekeeping Services, Laboratory Supplies and Services, Safeguarding and Security Services, and other supplies and services not typically identified for subcontract opportunities to targeted firms. Additionally, large business subcontractors will be counseled on the identification, evaluation, solicitation, and utilization of targeted businesses within their scope of services. Historically, principal items or areas we have identified for subcontract opportunities to SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones under these similar contracts include:

- Trucking and Hauling
- POL Products
- Nursery and Landscape Products and Services
- Sand and Aggregate
- Field vehicle supply, parts, and service/maintenance
- Labor housing (tent and food service supply)
- Portable Toilet supply and service
- Office and temporary housing service, cleaning, and supplies
- Office and clerical support staff
- General Laborers
- Parts, fuel, maintenance, and related equipment service
- Heavy Equipment Rental/Lease concerns
- Specialty services such as, but not limited to sewer cleaning services, solid waste hauling, and recycling, tree removal and trimming, and demolition.

Through the application of Ceres' proven capabilities relative to technical performance and contract administration, it is our intent that the Owner be provided with the highest level of performance while still achieving our participation goals and capturing opportunities for these businesses while acquiring an expanded base of qualified small businesses; obtaining more competitive pricing on procurement opportunities resulting in cost savings; and achieving an increase in small business program goal accomplishments. Achievement of these goals will be realized through the application of the following functions and activities:

- Identification and maintenance of a qualified potential Internal Subcontractor Database, which includes business status within each level of government.
- Developing and maintaining bidder's lists for each new project of SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones from all possible resources to include but certainly not limited to the Internal Database.
- Identification of all federal, state, and local government and private associations/coalitions for targeted businesses.
- Solicit, counsel, and discuss subcontracting opportunities with representatives of targeted business firms, and encourage certification of these firms prior to commencement of work.
- Provide assistance to business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Ensuring that procurement packages are designed to permit the maximum possible participation.
- Ensure that SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones concerns have an equitable opportunity to compete for subcontracts, and that other subcontracts and services are identified

that will be restricted to competitive SDB bids. Identification of subcontracts for restricted competitive bid should consider all potential services and supplies and not only those traditionally awarded to SB or SDB firms. See also DFARS 219.705-4(d).

- Provide internal motivational training to encourage purchasing and contract administration personnel to meet or exceed these goals.
- Provide assistance to potential subcontractors in completing the System of Award Management (SAM)
- Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status for the purpose of obtaining a subcontract intended to be included as part or all a goal contained within this subcontracting plan.
- Conduct reviews of subcontractor performance, providing feedback to SB and SDB firms relative to competency, abilities, experience, and capacity and provide technical assistance to any firms as appropriate, based on the outcome of the review. This review may be done prior to award or at any time post-award but must be completed prior to completion of any awarded work. Reviews may not be conducted for those firms with whom Ceres has had a prior working relationship and who have already demonstrated appropriate competency, ability, and capacity to perform the required work or service. Ceres also makes every effort to establish long-term working relationships with SBs and SDBs to include long-range project plans (e.g., joint ventures, teaming agreements, etc).
- Submit the required reports and documentation of all efforts used to identify and solicit targeted business concerns.
- Participate and cooperate in any studies or surveys that may be requested by the Owner or other agencies.

Utilization of Small Business Concerns and Small Disadvantaged Business Concerns

It is the policy of Ceres and its agents, hereinafter referred to as “contractor” or “contractor plan,” to hire small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals. Ceres agrees to carry out this policy in awarding subcontractors, to the fullest extent possible, consistent with the efficient performance of this agreement and its options. Ceres agrees to cooperate in any studies or surveys that may be conducted by the City as may be necessary to determine the extent of Ceres’ compliance with this clause.

As used in this plan, the term “small business concern” (SB) will mean a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations. The term “small business concern owned and controlled by socially and economically disadvantaged individuals” (SDB) will mean a business concern:

- (1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially or economically disadvantaged individuals; and
- (2) Whose management and daily business operations are controlled by one or more such individuals.

Ceres will presume that socially and economically disadvantaged individuals include Black-Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and other minorities, or any individual found to be disadvantaged by the Administration pursuant to 8(a) of the Small Business Act.

Utilization of Service-Disabled Veteran, Veteran-Owned and Women-Owned Small Business Concerns

It is the policy of Ceres to hire small business concerns and small business concerns owned and controlled by service-disabled veterans, veterans, and women. Service-disabled veteran and women owned, as used in this clause, means businesses that are at least 51 percent owned by veterans, service-disabled veterans or women who are United States citizens and who also control and operate the business. Ceres agrees to use its best efforts to give veteran, service-disabled veteran, and women-owned small businesses the maximum practical opportunity to fully participate in subcontract awards consistent with the efficient performance of this contract plan.

Utilization of HUBZone Small Business Concerns

It is the policy of Ceres to hire HUBZone small business concerns. HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns Maintained by the SBA.

Description of Efforts to Ensure That SBs, Service-Disabled Veteran Businesses, Woman-Owned Businesses, HUBZone Businesses, and SDBs Have an Equitable Opportunity to Participate in the Acquisition

Ceres agrees to use its best efforts to give targeted business the maximum practical opportunity to fully participate in subcontract awards consistent with the efficient performance of this contract plan. Ceres will assist small business and small disadvantaged concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules to facilitate the participation by such concerns. Payment schedules will be adjusted to allow for participation of all firms with cash flow concerns. Materials, Supplies, Equipment and Services will be identified and discussed with these concerns. These items include POL products, Parts and Equipment, and Services (Equipment rental, equipment subcontracting, etc.).

Records and Source Documents

The types of records maintained, and procedures adopted to demonstrate compliance with the requirements and goals of the Small Business Subcontracting Plan include the following:

1. Source Lists (The following source lists for targeted firms are representative and are not intended to be construed as sole sources of this information. Ceres is making every effort to identify, log, and procure the necessary contractor data to allow for fair and equitable participation in this contract. The following listings are provided as an immediate source of contractors that qualify as SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones:

- SBA Dynamic Small Business Search
- List of Federally Registered Contractors for Contractor Compliance
- American Business Information Business USA
- List of Minority Businesses Councils
- Business Development Agencies
- DOD Subcontracting Directory
- Department of the Treasury, Small Business Subcontracting Opportunities
- Small Business Administration, Subcontracting Opportunities Directory
- State and Regional Small Business Administration (SBA) Resources
- National Minority Purchasing Council Vendor Information Service
- Research and Information Division of the Minority Business Development Agency in the Department of Commerce
- Trade Associations for SB, VO, SDVO, HUBZone SB, SDB, and WOSB Concerns.
- Dun and Bradstreet Procurement Planning Directory
- Participation in various local, regional, and national SB trade associations and conferences
- Membership in SB organizations, development organizations, and various government organizations
- SBA Commercial Market Representative (CMR)

Additionally, Ceres has contacted city, county, and municipal minority business development offices as additional resources to identify SB and SDB firms.

2. For each subcontract solicitation resulting in an award of more than \$ 10,000.00, Ceres will retain documentation to indicate:

- Whether small business concerns were solicited and if not, why not
- Whether small, disadvantaged business concerns were solicited and if not, why not
- Whether women owned small business concerns were solicited and if not, why not
- The reason award was not made to a small business concern
- Records of outreach efforts to contact:

- Trade Associations
- Business Development Organizations
- Conferences and Trade Fairs
- Records of Internal Guidance
- Records of Subcontractors Award Data

3. Ceres Subcontractor Database Management

Ceres' existing subcontractor database has been developed through out-reach efforts including, but not limited to advertising; broadcast fax solicitations; networking with local and national organizations such as the AGC, applicable trade unions, and Chambers of Commerce, etc. This database contains thousands of subcontractors who have registered with us on-line at www.ceresenvironmental.com. This registration process requires potential subcontractors to indicate their small business subcategory status. The database is continually updated and used by Ceres in recruiting and hiring appropriate subcontractors to meet the requirements of FAR 19.704(a) and 52.219-9(d), DFARS Subpart 219.5, 219.704(a)(1), 219.705 and 252.219-7003 and meet specified goals for hiring SDBs, SBs, WOSBs, VOs, SDVOs, and HUBZone subcontractors.

The Subcontract Manager will ensure that the subcontractor database modified for this project is appropriate for the type of information required to be retained and suitable in terms of generating utilization data and contract information for bid solicitations. Specific elements of the management of this system include:

Addition and Deletion from Master List of Subcontractors including the following:

- Contact Person
- Company
- Address
- Telephone
- Email if available
- Equipment Available
- Labor Available
- Time Needed to Mobilize
- Status, Category

Additional Requirements of Contractors when Added to Master List

- Annual business updates, faxed or mailed
- Request to be maintained on Ceres qualified subcontractor list
- Insurance Capability
- Bonding Capability
- Subcontract Package to Include Subcontract Forms and Standard Government Contract Clauses

Addition and Deletion of Resource Centers such as:

- Contractor Associations
- State, Federal, and Local Subcontractor Management
- Procurement Automated Source System
- National Minority Purchasing Council Vendor Information Service
- Council Vendor Information Service
- Research and Information Division of the Minority Business Development Agency
- Sources used are the SBA's procurement automated source system (PASS)
- National Purchasing Council Vendor Information Service
- Minority Business Development Agency
- U.S. Department of Commerce
- Local Minority Business Development Centers
- Economic Development Centers
- National American Indian Enterprise Development

At present, Ceres' subcontractor database includes SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones utilized by Ceres on past projects totaling in excess of 500 Million Dollars, those who have responded to a solicitation by Ceres by means of a letter of interest inquiry executed by a company representative having signatory authority, and those who have been otherwise identified as a potential subcontractor by the Subcontract Manager through various means mentioned herein.

In addition, Ceres modified the corporate website (www.ceresenvironmental.com) to include an electronic means of potential subcontractor registration with our firm. This website provides potential subcontractors the opportunity to register with Ceres their pertinent company information, current business status, and capabilities. This information is linked to upload into our database facilitating more ready access by means of database inquiry to locate specific types of contractors, specific types of business concerns, and/or specific locations. The information required to be submitted by each potential subcontractor, which is retained in the database, includes:

Information provided by the subcontractors in the registration includes the following:

- Contractor Name
- Address
- Phone/Fax Number
- Email Address
- Business Type (SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones)
- Ownership Information
- Years in Business
- Insurance Information
- Equipment Available (type and quantity)

All potential vendors and subcontractors will be integrated into the Ceres Subcontractor Database modified specifically for this project. This (Access) database retains basic subcontractor information (name, address, and contact information), types of equipment or services provided, any pricing agreement, and business status. In addition, this system tracks work or services provided by each organization, amounts invoiced, and goals. This active vendor base will continue to be broadened throughout the performance of this contract as additional potential vendors and subcontractors are identified and/or as additional needs/solicitations arise. Efforts to broaden this vendor database will also be in conformance to those requirements of FAR 19.704(a) and 52.219-9(d), DFARS Subpart 219.5, 219.704(a)(1), 219.705 and 252.219-7003. The provision of certain services or materials sought in support of this contract may be restricted to competitive bids received from only SDBs. Such restrictions will be identified by the Project Manager and communicated to the appropriate buyer(s) or contract administrator assisting in solicitation of competitive bids.

Ceres is able to utilize the information in this database, then, to contact potential subcontractors who may be interested and capable of providing specific services to our company. By identifying any parameters, such as service type or business location, Ceres can quickly generate an extensive list of potential subcontractors, meeting the criteria of a disadvantaged business as discussed in this plan, for the purposes of soliciting a competitive bid for such services.

Award to any given subcontractor will be contingent upon the provision of basic company information, current licensing, as required, and the verification of current insurance information (general liability, automobile, and workers compensation). Other factors may include capacity, capability, experience, and abilities of the firm. The Subcontract Manager can provide direction and assistance to any such firms not readily meeting all the required or desired business elements to assist the firm in overcoming such obstacles.

4. Records of internal guidance and encouragement provided to acquisition personnel through workshops, seminars, training programs, incentive awards, and monitoring to evaluate compliance with the program's requirements.

Past Performance

In 2018, Ceres responded to the USACE Debris Mission in the U.S. Virgin Islands. Ceres was very successful in subcontracting with local companies, with 72% of the money spent to complete the contract staying within the U.S. Virgin Islands; 100% of the subcontractors used on this project were small

businesses. Ceres responded to the USACE, Lake, Mendocino, and Napa County Fire project in 2018 as well. More than half of the subcontractors were considered small businesses, and all the subcontractors were from California. Ceres made a huge effort to involve as many Native American tribes from the fire affected areas. Additionally, on USACE projects performed in Louisiana in response to Hurricanes Katrina and Rita in 2005-2006, 59.5% of subcontracted dollars went to local businesses and 76.1% of the dollars subcontracted to small business went to local small businesses.

On USACE projects performed by Ceres, in Puerto Rico during the 1998 and 1999 hurricane seasons (Hurricane George), 100% of all subcontracting dollars went to locally based Small and various Disadvantaged Business concerns. Additionally, on USACE projects performed in Louisiana in response to Hurricanes Katrina and Rita, 59.5% of subcontracted dollars went to local businesses and 76.1% of the dollars subcontracted to small business went to local small businesses. While utilizing 1,619 vendors and subcontractors, Ceres exceeded all its subcontracting goals of USACE contract number W912P8-D-05-0024. During Ceres' the Alabama tornados response in 2011, Ceres used over 80% local and minority subcontractors to complete various projects.

During the performance of the above-mentioned contracts Ceres successfully utilized several hundred local SB and SDB firms and was able to exceed the proposed award goals for SB, SDB, WOSB, VO, SDVO, and HUBZone firms. Numerous other government projects have been completed by Ceres over the course of the past 25 years with successful utilization (meeting or exceeding established goals) of local and other Small Businesses, SDBs, WOSBs, VOs, SDVOs and HUBZone small businesses.

Based on our historically successful contract performance and utilization goals, Ceres anticipates that the completion of work under this contract for City of Mount Dora will also be successful in meeting, minimally, the stated goals contained within this plan.

List of Potential Subcontractors

Category Key: SB = Small Business; SBE = Small Business Enterprise; WO = Woman-Owned; WOSB = Woman Owned Small Business; VO = Veteran-Owned; SDVO = Service-Disabled Veteran Owned; SLDBE = State Local Disadvantage Business Enterprise; 8a = Currently 8a Certified; SDB = Small Disadvantaged Business; SDBE = Small Disadvantaged Business Enterprise; HUB = HUB Certified; ESB = Emerging Small Business; MBE = Minority Business Enterprise

Subcontractors within 30 Miles of Mount Dora

Company	City	Certs
ABL Land Service Inc.	Orlando	
Airborne Tree Service Of Central Florida, Inc	Summerfield	
Albert Moore, LLC	Orlando	
Alberto William Lawn Service LLC	Sanford	SDB
American Demolition & Env	Fern Park	
Amos Contracting	Webster	
Amos Trucking	Webster	SB
Asphalt Repair Inc	Webster	SB
Barrington Irving Trucking	Orlando	WBE
Beejai Dasrat Lawn Service And Hauling	Orlando	SB
Bennett Restoration Services LLC	Orlando	SB, WOSB
Blue Skies Enterprises INC	Apopka	
Bonafide Measurements LLC	Oviedo	
C & W Global	Winter Garden	
C&B Trucking LLC	Ocoee	SB
Chain Reaction Tree Services LLC	Apopka	SB
Champion Services of FL LLC	Apopka	
Ciotti's Lawns & More For Life Inc.	Sanford	SB
Code Red Enterprises, LLC	Groveland	SB, VO
Custom Earthworks (OrangeC)	Clermont	

Company	City	Certs
David Outar Trucking	Ocoee	
Del-Mar Solutions Inc	Winter Park	
Dennis Misuraca LLC	Sanford	SB
Dewitt Excavation	Winter Garden	
Diamond C Logistics, LLC	Leesburg	SB, WBE
DMC Tree Services LLC	Orlando	
Domingo Perez Landscaping LLC	Winter Park	
Dream Construction of America, inc.	Orlando	
Elite Quality Services LLC	Orlando	SDB
EMI	Orlando	SB
Express Boat Transport Corp	Apopka	SB
Extreme Land Services, LLC.	Osteen	
Faithworks Total Ground Maintenance	Mount Dora	MBE, SDVO
First Impressions Outdoor Inc.	Astatula	
Green Innovative Services Inc	Fruitland Park	SB, WO
Green Side Up Land Management	Apopka	SB
Groundwerks INC	Winter Park	
GUTI Landscaping & Maintenance, LLC	Orlando	
HDD of Florida LLC	Winter Park	
Interstate Recycling Waste Inc. (IRW)	Orlando	
JCoombs Enterprises Inc	Orlando	SB
JDMF LLC	Gotha	SB
Jep Pros Enterprise	Orlando	
LandTek Environmental Services LLC	Sanford	SB
Lanstar	Casselberry	DBE, SB, WO
Larkins Landscape Irrigation	Clarcona	SB
Latasha Collins Lawn Care	Orlando	SB
Lee's Landscaping, Inc.	Osteen	
Marion Bray	Orlando	SB
Missy and Mossy LLC	Leesburg	SDB, WBE
Mo Bro's LLC	Orlando	
Orlando International Christian Center, Inc.	Orlando	
PES, LLC	Winter Garden	MBE, SDVO
Powell's Lawn And Landscape LLC	Minneola	SB, WO
Premier Concrete Pumping Solutions, LLC	Gotha	
Pro Logistic Transport	Windemere	SB
PSA Management, Inc.	Orlando	SDB
Quality Choice Transportation Services	Orlando	
Quisqueya Landscaping Services	Orlando	SB, SDB
Robust Construction, Inc. D.B.A. Robust Roofing	Casselberry	
Siles And Sons Inc.	Orlando	DBE, MBE, SB
Sky Light Roofing	Orlando	
Sunshine State Framing, Inc.	Winter Springs	SB, WO
Sweeping Corp of America / USA Services of Florida, LLC	Longwood	
SWEETS: Crisis & Disaster Solutions, LLC	Orlando	SDVO
Terrascape LLC	Orlando	SB, WO
Total Restoration & Stucco	Winter Garden	SB, WO
Tree Wise Urban Forestry	Casselberry	DBE, SB, WO

Company	City	Certs
USA Services	Winter Springs	
WCC Services, Inc.	Orange City	
White and Blue Group LLC	Orlando	SB
Wholesale Kingdom, LLC	Tavares	
Work Horse Temps, LLC	Orlando	SB, SDB, SDVO

Florida Subcontractors

Company	City	Certs
A-1 Brantley Waste Management	Albany	
12D Services	Fort Pierce	
1st Class Restorations LLC	Marathon	SB
2 G Planr Trucking	Weston	SB, VO, WO
305 Brothers All In one LLC	Tallahassee	
331 Junk LLC	West Palm Beach	
411Junk LLC	Pompano Beach	SB
4SHO HANDYMAN LAWN CLEANING & REMOVAL SERVICES LLC	Cape Coral	
5B Land Clearing & Hauling	Fort Pierce	WO
7-H Enterprises, LLC.	Laurel	WBE
814 Sand, Inc.	Panama City	SB, WO
A & Associates Inc.	West Palm Beach	
A Great Fence, LLC & AGF Sourcing	Port Saint Lucie	SB
A Native Tree Service	Miami	SB, WO
A Shaping Inc.	Okeechobee	SB
A&E Land Clearing Inc.	Loxahatchee	
A&E Transport LLC	Miami	
A&J Transport, Inc.	Miami	SB, WO
A&S Clearing LLC	Okeechobee	SB, WO
A+ND2 Inc	Palm Harbor	SB
A1 Environmental Inc DbA A1E Group	Miami	SB
A1 Locksmith	Bradenton	
AAA Service Company	Clearwater	
AAA Tree Experts, INC.	Tallahassee	SB
Abba's Tree Service LLC	Silver Springs	SDVO, WO
ABC Transfer, Inc.	Clewiston	SB, SDB, WOB
ABL Land Service Inc.	Orlando	
ABO Engineering Contractors	Miami	
Above & Beyond Landscaping, LLC	Palm City	
Absolutely DTB LLC	Weeki Wachee	SB
Ace Tree Service Of Florida, LLC	Hamilton	SB
ACJ Hauling & Logistics, LLC.	Punta Gorda	
AcmeGrapple Service, LLC	Naples	
Action Boats LLC	Key Largo	SB
Adam Boyd Bobcat Service, Inc. DBA ABS, Inc.	Riverview	SB
Adams And Nichols Ecological Consultants, Inc.	Tampa	SB
Advanced Electrical Solutions, Inc.	Fort Lauderdale	
Advanced Homes LLC	Satellite Beach	VA
Advanced Lawn & Landscaping	Palm Bay	SB
Advantage Environmental Services, Inc.	Saint Petersburg	HUB, MBE, SB, WO
AERI (Asomeo Environmental Restoration)	Homestead	
AGG EXPRESS LLC	Cape Coral	
Agricultural Fuels Corp.	Orlando	SB

Company	City	Certs
Air, Water & Soil Engineering, Inc.	Lake Worth	SB
Air-Sea Systems	Tallahassee	SB
Albert Moore, LLC	Orlando	
Alberto William Lawn Service LLC	Sanford	SDB
ALCO USA	Pensacola	SB
Alfys Trucking	Palm Bay	SDB
All About Trees and Debris, LLC	Miami	
All Around Building	Delray beach	SB
All Design Concrete Corp	Hialeah	SB, WO
All Grounds Covered Management Inc.	Clearwater	
All Out On A Limb, LLC	Ruskin	SB
All Season Lawnsclapes LLC	Fellsmere	SB
All Seasons	Reunion	SB
Alliance Satcom	Okeechobee	WO
Allied Dumpster Rentals	Zephyrhills	SB
Alph Futchs Tree Service	Vero Beach	SB
Alpha-Omega Training and Compliance Inc	Titusville	
Amann Lawncare	Seffner	
Amaro Landscape Associates, Inc.	Miami	
Amazing Service Group	Tampa	SB
AMC Infrastructure	Tallahassee	SDB
American Demolition & Env	Fern Park	
American Hauling And Grading	Loxahatchee	SB
Amos Contracting	Webster	
Amos Trucking	Webster	SB
Anderson Storm Cleanup	Santa Rosa Beach	WO
Andrew Kemner DBA Tree Taxi Landscape Services	Riverview	
Andrew Sitework, LLC	Fort Myers	
Andrews Land Management	Fort Lauderdale	
Andy Kemner	Riverview	SB
Angelo's Recycling Materials	Lutz	
Answer-The Call, LLC	Port St. Lucie	SB, SDVO, VO
Anthony Bertram Hauling, LLC	Okeechobee	
Apex Tree And Landscape	Myakka City	SB
APEX UCC INC	ST AUGUSTINE	
ApexTree	Myakka City	
APRO Construction Services, LLC	Orlando	
AR Ramos Enterprises, Inc	Palmetto Bay	SB
Arborist Aboard, Inc	Odessa	
Arwood Site Services Inc	Jacksonville	
Asphalt Repair Inc	Webster	SB
ASU Enterprises	Stuart	
ASU Enterprises Inc	Palm City	
ATL Disaster Recovery	Boynton Beach	
Atlantic Coast Transport	Fort Pierce	WO
Atlantic Custom Landscape	Fort Pierce	SB
Atlantic Trucking & Warehousing	Opa-locka	SB
Atlas Grinding & Recycling Group LLC	Miami	SB
Austin Tupler Trucking	Davie	SB
AVCO DRILLING INC DBA RESTORATION SERVICES	Hudson	
Axe Home Services	Palm Harbor	

Company	City	Certs
B&M services CFL, Inc.	Melbourne	
B&M Transport Llc	Tallahassee	
Back Forty, inc	Fort Pierce	SB, SDB, WO
Badger Underground Construction LLC	West Palm Beach	SBE
Banyan Landscaping LLC	North Fort Myers	
Barajas Construction Services LLC	Arcadia	SB
Barrington Irving Trucking	Orlando	WBE
Barry Recycling	Bonita Springs	SB
Bay To Bay Tree Service Inc.	Largo	SB
BeaCorp/Bell Engineering & Construction Corp	West Palm Beach	
Beccera Construction of Central FL, Inc.	Punta Gorda	VO
Beejai Dasrat Lawn Service And Hauling	Orlando	SB
Bennett Restoration Services LLC	Orlando	SB, WOB
Best Value Management LLC	Jacksonville	SB, WO
BG Katz	Parkland	SB
Big Hauling TRK Mechanic	Mulberry	
Big League Landscape Of Daytona Beach	Ormond Beach	SB
Big Tree, Inc.	Fort Myers	WO
Bigfoot Inc	Margate	SB
Bills Discount, LLC	Jay	SB
Biocarbon Technologies Inc	Plantation	
Bio-Mass Tech	Land O Lakes	
BKW, Inc.	Pensacola	WO
Black and White Services	Miami	
Blacktop Specialists, llc	Cape Coral	
Blankenbaker Land Services Inc	Fort Pierce	SB, WO
Blue Ridge Recovery LLC	Intercession City	SB, WO
Blue Skies Enterprises INC	Apopka	
BMI Group	Vero Beach	SB, WO
Bob Cantrell Trucking, LLC	Hobe Sound	
Bolide Construction LLC	Indiantown	
Bonafide Measurements LLC	Oviedo	
Boosted Towing Inc	Miami	SB
Branching Out Tree Care	Alford	
Brego Recycling Services LLC	Fort Pierce	
Brent's Lawn Care	Rotonda	SB
Brian's Hauling	Graceville	SB
Brink Roofing LLC - Advanced Homes LLC	Satellite Beach	
B-Rock Solid Excavating LLC	Alva	
Brooks Environmental	Panama City	8a, VO
Building Essentials And Training LLC	Miami	SB
Bulk Waste Removal Corp	Miami	DBE
Burnt Store Recycling LLC	Fort Myers	SB
Butterfield & Mitchell Construction, LLC	Saint Cloud	
C & D Heavy Equipment LLC	Kissimmee	SB, SDB
C & S Property Services LLC	Southwest Ranches	SB
C & W Global	Winter Garden	
C&B Trucking LLC	Ocoee	SB
C&M Construction and Lighting	Winter Haven	SB, WO
C. Miller Construction, Inc.	Tarpon Springs	SB
CA Boone Construction Inc	Lake City	SB
CAC Operations LLC	Tallahassee	

Company	City	Certs
Cacella Construction Inc.	Stuart	SB
Caila Contracting INC	Jacksonville	
Cambridge Project Development Inc.	Miami	SB
Camelot Debris Removal	Sebring	VO, WBE
Canary Date Sculpting Inc	Jacksonville	
Canna Construction LLC	Fort Myers	
Canpol Transport	Hialeah Gardens	SB
Captain Jambo's Construction	Destin	
Caribbean Marine System Corp	Miami	SB
Caribe Construction Inc.	Miami	SB, WO
Carrier Rental Systems	Lakeland	
Caruva INC	Miami	SB, VO, WBE
Caseys Tree Service	Bradenton	SB
Casey's Trees & More, LLC	Santa Rosa Beach	SB
Catfish Development Solutions	Fort Pierce	MBE, VO, WOSB
CBC Real Estate LLC	Cutler Bay	SB
CDM Trucking Inc	Palm bay	SB
Cecil Field Inc	West Melbourne	HUB
Central Florida Tree & Debris, LLC	Dade City	
CES Consultants	Hialeah	
Cesani International	Palm Beach	SB, WO
Chain Reaction Tree Services LLC	Apopka	SB
Champion Services of FL LLC	Apopka	
Childs Land Clearing	Grand Ridge	
Chipola Development LLC	Marianna	SB
Chris E Price LLC	Crawfordville	SB
Ciotti's Lawns & More For Life Inc.	Sanford	SB
Circle B Express, Inc.	Graceville	
CJT Landworks	Loxahatchee	
CKKS Transport, LLC	Lake City	SDB
Classic Cuts & Landscaping LLC	Crestview	SB
Clean All Products, Inc.	Hobe Sound	SB
Cleaning Butlers	Bradenton	
Clear Green	Gainesville	
Click 2 Match	Jacksonville	
Cliffs Land Development LLC	Valrico	SB
CMI LC	Bradenton	
CMS Crawford Maintenance Services LLC.	Largo	SB, SDB, WO
Coast 2 Coast Construction, LLC	Palmetto	SB
Coastal Building Solutions Specialists	Port Orange	SB
Coastal Clearing LLC	Panama City Beach	SB
Coastal Tree Service LLC	Saint Augustine	SB
Coastline Solutions, Inc.	Saint Petersburg	SBE
Code 3 Enterprises	Dade City	SB, SDB, VO
Code Red Enterprises, LLC	Groveland	SB, VO
Commercial Maintenance Group	Inverness	SB
Commercial Residential Construction, LLC	Live Oak	SB
Community Tree & Landscape Service Inc	Port Salerno	
Complete Landscaping and Spray Services	Dade City	WO
Conpal Corporation	Miami	SB
Construction A & M LLC	Cape Coral	
Constructively Speaking, INC	Miami	

Company	City	Certs
Construxive LLC	Westville	SB
Continental Heavy Civil	Miami	
Contractors Enterprises	Tallahassee	DBE, SB
Convenience Freaks, LLC	Lehigh Acres	
Cornerstone Nine LLC	Miami	SB
Coros Trucking LLC Dba Coros Transport	Hialeah	SB
Countryside	Sebastian	
County Line Services Llc	Ormond Beach	SB
County Waste, Inc	Fort Myers	SB, SDB
Creek Waste and Recycling LLC	Cantonment	
Cross Environmental Services	Crystal Springs	VO
Crossroads Site Development, LLC	Omron Beach	SB, WO
Crush-It, Inc.	Osprey	SB
CS Home Builders	Cape Coral	
Custom Eartworks (OrangeC)	Clermont	
Cutchins Tree Service	Pensacola	
Cutt It Up, LLC	Campbellton	SB
D & B Excavations, LLC	Marianna	
D&D Tree Service LLC	Wesley chapel	SB
D&G Logging & Trucking, LLC	Blountstown	SB
D.O.M.E.O.E.N Tri-Investments, LLC	Pompano Beach	HUB
Da Speirz Construction, LLC	Tallahassee	
DAK Resources, Inc.	Jacksonville	SB, SDVO, VO
Danny Yates Landscaping Inc	Cape Coral	
David Outar Trucking	Ocoee	
Davis Development And Construction	Tampa	
DC Engineering & Construction Group, Inc.	Doral	
DC Enterprise, FL, LLC	Tallahassee	
DEFCON Restoration Services, LLC	Miami	CBE, MBE, VBE
Del-Mar Solutions Inc	Winter Park	
Deluxe Trucking & Transport LLC	Royal Palm Beach	SB
DeMich Business Development Group, LLC	Tampa	SB
Dennis Misuraca LLC	Sanford	SB
Dewitt Excavation	Winter Garden	
Diamond C Logistics, LLC	Leesburg	SB, WBE
Dirty Deeds Land Services	Port St Lucie	SB
Disaster Emergency Support, Inc.	Marianna	
Disaster Management Group Base Camp Services	Stuart	
Disaster Response Team International	Homestead	VO
Disaster Strikes Again LLC	Lake Wales	
DMC Tree Services LLC	Orlando	
DMTM Enterprises, Inc.	Jacksonville	
Domingo Perez Landscaping LLC	Winter Park	
Don Pedro And Sons LLC	Port Saint Lucie	
Double D's Lawn Service, Inc.	Stuart	
Dream Construction of America, inc.	Orlando	
DSW Logistics	Miami Gardens	SB
D-Three Enterprises, Inc.	Orlando	SB
DW Hauling LLC	Tallahassee	
Dynamic Scapes LLC	Miami	SB
Eagle Brick Construction, Inc	Miami Gardens	
Eagle Engineering And Land Development, Inc.	Naples	8a, SB

Company	City	Certs
Eagle Environmental Consulting Services of FL Inc.	Milton	SB, SDB
Eagle Waste LLC	Tampa	
EarthBalance	North Port	
EarthScape Inc	Lake Worth	
Eastern Waste Systems, Inc.	Pompano Beach	
ECO Services DBR	Sunrise	WO
ECO-2000, Inc.	Bushnell	
EDJ Service LLC	Plantation	
EE&G Disaster Response, LLC.	Miami Lakes	SB
Elegant Landscape and Design, Inc.	Palm Beach Gardens	
Elite Construction & Investment Group, LLC	Cape Coral	
Elite Investments Group Corp	Miami	
Elite Quality Services LLC	Orlando	SDB
Elite Underground Construction LLC	Labelle	
Elliot Services Inc	Sarasota	SB
Ellis Debris Haul	Orlando	SB
Emerald Coast Builders, Inc.	Pensacola	SB
EMI	Orlando	SB
Eminent Solutions Integration	Miami	SBA
Empire Property Services LLC	Davie	SB, WO
Enegix Construction Company, LLC	Fort Lauderdale	
Envio Logistics, LLC	Tamarac	SDB
Environmental Care	West Palm Beach	
Environmental Cleaning Services	South Daytona	SB
Environmental Restoration Group	Stuart	WBE
Enviro-Tech Systems, Inc.	Okeechobee	SB
EnviroTrac LTD	Tampa	
Express Boat Transport Corp	Apopka	SB
Extreme Land Services, LLC.	Osteen	
Faith Construction NWFL LLC	MOLINO	SB
Faithworks Total Ground Maintenance	Mount Dora	MBE, SDVO
Fast Trac Hauling LLC	Fort Myers	
Faulkner Stump Grinding & Tree Trimming LLC	Fort Meade	
FEMA Services Instantly/FSI	Daytona Beach	
FG Construction	Tamarac	
First Choice Management Services, Inc.	Orlando	SB, SDB, WOB
First Impressions Outdoor Inc.	Astatula	
First Rank Property Management LLC	Oldsmar	
Fitsaw Construction LLC	Sunrise	
Florida Boys Site Development	Labelle	WO
Florida Construction & Cleaning Inc	Fort Walton Beach	
Florida Contractors LLC ICS Materials Inc.	Alva	SB
Florida Developers Inc Of Tallahassee	Tallahassee	SDB
Florida Home Masters	Westville	
Florida Organic Solutions, Inc.	Seffner	SB
Florida Paving & Trucking Inc	Homestead	WO
Florida Premier Ins	Miami	
Florida Roof Design, inc.	Palm Bay	SB, WO
Florida Sod of Highlands County Inc	Sebring	
Florida Steel Masters	Clewiston	SB
Florida Trend Homes, Inc	Fort Lauderdale	
FloTech	Miami	

Company	City	Certs
Forristall Enterprises, Inc.	Bradenton	
Forte Tree Trimming & Landscaping INC	Cape Coral	SB
Four R Equipment	Hollywood	SB, WO
Fouraker Mechanical Heating And Air	Bryceville	SB
Franklin Ray Group, LLC.	Miramar	SB
Friendly Tire Service	Tampa	SB
Fulford Citrus, Inc.	Wabasso	SB
FUV Transport LLC	Wimauma	
G.D.I. Nursery and Landscaping Corp	Lehigh Acres	
G3 Construction Group	Blountstown	WBE
G5 Unlimited LLC	Cape Coral	VO
Galafré Construction and Land Design Inc.	Miami	
Garden Genius	Miami	SB, SDB
Gary's Roofing Service	Sarasota	
General Property Solutions	Cape Coral	SB
George Can Fix It Inc.	Palm Springs	
GH Builders Inc.	Doral	SB, SDB
Gibbons Fence Company	Bartow	SB
Gina's Renovation Inc.	Lake Worth	
GLE Associates	Gainesville	
Global Construction And Home Repair LLC	Valrico	SB
GNA Hauling	Ft. Pierce	
Go Digga Inc	Fellsmere	SB
Gomez Brothers Enterprise	Vero Beach	SB
Got Dumped Inc.	Sanibel	
GQS Enterprise, LLC	Pensacola	VO
Grab-N-Go Debris Removal LLC	Port Saint Lucie	
Gradall Bobcat & Landscaping	West Park	SB
Great Southern Equipment Company	Fort Myers	
Green Earth Environmental Inc.	Opa Locka	
Green Innovative Services Inc	Fruitland Park	SB, WO
Green Side Up Land Management	Apopka	SB
Greg Bear Tree Service, LLC	Orlando	SB
Griffin Global Systems	Palm Beach Gardens	HUB, SB, WO
Groundwerks INC	Winter Park	
Grow, Inc.	Naples	SB
GSD Construction	Cape Coral	
Gulf Atlantic Roofing Corp	Royal Palm Beach	WO
Gulf Coast Equipment Services	Palatka	SB, WO
Gulf Coast Planning, Inc.	Tampa	VO, WO
Gulf Coast Tree Services	Dade City	
GUTI Landscaping & Maintenance, LLC	Orlando	
Guymann Construction of Florida, Inc.	Cape Coral	
H.A.C. COOLING CORP	Hollywood	SB
Halls Debris Removal Inc	Caryville	SB
Hammock Tree Service	Dunnellon	
Hancock Environmental Seeding, Inc.	Dade City	WBE
Handy Randy's Services	Geneva FL	
HANDYMAN CAN FLORIDA	Fort Lauderdale	SDB
Hard Core Construction	Miami	SB
HaulinDixon	Hobe Sound	SB

Company	City	Certs
Hayden Bertrams Lawn Care Tree Care And Handyman Services	Homosassa	SB
HB Tuten Jr Logging Inc	Perry	
HD Marine LLC	Saint Petersburg	SB
HDD of Florida LLC	Winter Park	
Hector Luna	Fort Pierce	
Heiderman Relief & Restoration	Lake City	SB
Hepaco	Tampa	
Hertz Service Pump & Compressor	Lakeland	
HighSteele LLC	Milton	
Highstyle Engineering And Construction Services LLC	Greenacres	SB, SDB
Hilda Ever Mac John LLC	Daytona Beach	
Hollywood Restoration, Inc.	Hollywood	SB
Honc Industries	St. James City	
Horsepower Service LLC	Miami	SB, WO
Howell Concrete & Land Service Inc	Englewood	SB
Hull's Environmental Services	Tampa	SBA, WOSB
Hurricane Hero LLC	Auburndale	SB
Iconic Logistics Services LLC	Clearwater	
Ideal Estate Service Group	Oldsmar	SB
In Touch Logistics	Miami Gardens	SDB
Indian River Junk Removal dba IRJR	Palm Bay	SB
Infinity Landscape	Riverview	SB
InnoTech Construction Inc.	West Palm Beach	
Innovative Environmental Services	Boca Raton	
Instant Clean Property Management	Tampa	SB, SDB, WO
Integrete Construction	Fort Pierce	SB
Integrity group constructions	Sarasota	
Integrity Landscape	Jupiter	SB
International Subsea Consultants	Largo	SB
Interrail Signal Incorporated	Jacksonville	SB, WO
Interstate Recycling Waste Inc. (IRW)	Orlando	
IPG Network	Miami	SB
Isla Maritime Inc	Trinity	WO, SBE, SDB
Island Recovery Services	Lauderdale Lakes	SDB
J & J Property Maintenance And Tree Service	Clearwater	SB
J & M Construction, LLC	Fort Pierce	
J & Y Groups Enterprises LLC	Miami	WOSB
J Hughs Underground Utility	Palatka	
J S Landscaping & More	Fort Pierce	
J.J.S Tree Service, LLC	Eastpoint	
J.P. & Son Farming and Services, LLC	Labelle	
Jackson Phillips Services LLC	Fort Pierce	SB
Jackson's Vegetation Management	Milton	
Jam Logistics, LLC	Miami	SB
James Kirchner	Fort Pierce	SB
James L King & Associates Inc	Ft Pierce	SDB
James M Strickland PA	Jacksonville	
Jamoa Enterprise LLC	Tamarac	
Jansay Trucking LLC	Tampa	SBE
Jarvis Home Maintenance Service LLC	Fountain	

Company	City	Certs
Jason Branch Farms	Grand ridge	SB
Jax Debris Removal	Jacksonville	VO
Jax Tree Removal LLC	Jacksonville	
JB Heavy Equipment	Arcadia	
JCoombs Enterprises Inc	Orlando	SB
JDF Home Improvements, LLC	Seminole	SB
Jdmf LLC	Gotha	SB
Jeds Ground Care LLC	Brooksville	
Jep Pros Enterprise	Orlando	
Jets Property Services LLC	Tampa	
JMEC Construction, LLC	Venice	WO
JMR Services	Lake Placid	
Jocy Construction and Design Corp	Tamarac	
Joey Nelson Enterprises	Bonita Springs	
Jorge Barrios	Miami	
Jose Alfredo Macias Jr	Fort Pierce	
Joseph Vincent Construction, LLC	Shalimar	
JPJ International Golf LLC	McAlpin	
JRH Custom Enterprises	Pensacola	
JT Dump Truck Services LLC	Cape Coral	
JT Hauling	Homestead	WO
JTG Junk To Go	Palm Bay	WO
Junk Hauling Express	Naples	SB, VO
JVI Hauling and Disposal LLC	Fort Myers	
K H Fendley	Pensacola	SB
K&H Timber	Lake City	
K&R World Electrical Contractor's Inc.	Hollywood	SB
Kamden Farms LLC	Cape Coral	
KB & JO Trucking Corp	Miami	
KFGreene, LLC	Vero Beach	SB
Khaos Recovery Corp	Trenton	SB
Kimmers Fleet Management Service	Santa Rosa Beach	
Kings Contractor Consultants	Deerfield Beach	
Kissimmee B-Logistic Service	Orlando	SB, SDV
KLBz Backhoe Services	Tavernier	SB
Koss Construction LLC	Cape Coral	
Kraken Transport	Sebastian	
Krebs Land Development	Palatka	SB
Kudra LLC	Mims	
L T Group, Inc	Key Largo	WO
L.A.G Hauling/Luis Gonzalez Lawn Service	Bradenton	
La Ceiba Nursery	Miami	SB
Lake Area Tree Services	Starke	
Landmark Landscape & Property Maintenance	Hollywood	SB
Landshark Land Management L.L.C.	Lakeland	SB
LandTek Environmental Services LLC	Sanford	SB
Landworks South, LLC	Homestead	
Lanstar	Casselberry	DBE, SB, WO
Lara's Trucking	West Palm Beach	SB
Largo Logistics And Fuel Management, LLC	Key Largo	SB
Larios Trucking Inc	Belle Glade	SB,
Larkins Landscape Irrigation	Clarcona	SB

Company	City	Certs
LAS Pro Flooring LLC	Palmetto	
Latasha Collins Lawn Care	Orlando	SB
Lawns Plus LLC	Lakeland	
Layers Asphalt	Brandon	SB
LCM Floor Removal	Tampa	SB
LE Land Clearing LLC	Palatka	SB, SDVO
Lee's Landscaping, Inc	Osteen	
Leno Dredging and Hauling	Miami	
Leon's Power Washing	Cape Coral	
Lester D. Plain & Son, LLC	Madison	SB
Lezcano Enterprises LLC	Lake Worth	SB, SDB
Liberty Hauling, Inc.	Polk City	SB, SDB, WBE
Lightning Bay Industrial	Tampa	SB, WO
LIGLightning Commercial Cleaning Service, LLC	Sunrise	
Linda Trucking	Cape Coral	
LMB Land Clearing, LLC	Fort Pierce	
LNA Maint.	Fort Pierce	SB
Load Masters Management, Inc.	Homestead	SB, WO
Local Realty LLC	Sarasota	
LT Group	Miami	WBE
Lux Foundation Solutions of Florida, LLC	Lake City	
M&A Welding and Fabrications LLC.	Brooksville	
M&J Grapple Truck Service	Cape Coral	
M&S Citrus, Inc.	Vero Beach	SB
M.O.D.	West Palm Beach	WO
M2 Group	Santa Rosa Beach	
Magnum Opus Construction, Inc	Ponte Vedra Beach	
Main Gate Enterprises Inc	Wauchula	
Major Property Services	Sarasota	SB, WOB
Major Site Development	Sarasota	SB
Manny Estrada	Miramar	
Marion Bray	Orlando	SB
Marion Tree Trimming	Ocala	
Martin's Hauling and Recovery	Cape Coral	
Matthew McCabe	Seminole	SB
Maytin Engineering, Corp	Hialeah Gardens	
McCulley Marine Services, Inc.	Fort Pierce	SB
MCT Service, LLC	Coral Springs	WBE
Mega Heavy Hauling LLC	Tampa	
Meyers Turf LLC	West Palm Beach	SB
Mhd Marketing Inc	Boca Raton	SB
MIGUEL MACIAS LAWN SERVICE	FT PIERCE	
Mike Janes Services LLC	Jay	
Mike Navin LLC	Davie	
Mike's Construction	Cape coral	WO
Millennium Lawn & Landscape Inc	Odessa	WOB
Mission Aggregate Transport LLC	Frostproof	
Missy and Mossy LLC	Leesburg	SDB, WBE
MJB international LLC	Saint Petersburg	
MMS Restoration Services, LLC	Okeechobee	SB
Mo Bro's LLC	Orlando	
Modern Scapes of South FL, LLC	Southwest Ranches	

Company	City	Certs
Mr. Restore Services	Vero Beach	SB
Mr. Trash	Panama City	
MRM Construction of Florida	Sarasota	
MTS Land Services LLC	Perry	
MVS Industries	Miami	DBE, SB
MY Contractors, Inc.	Jacksonville	HUB, SDB, WO
My Piece of Florida	Englewood	
Myers Lawn Maintenance	Hosford	SB
Myers Tractor Service, Inc.	Yulee	
National Fire Contracting	Dunnellon	
Native Outdoor Maintenance	Sarasota	SB
Natives of Corkscrew Nursery + Environmental	Estero	
NCM Demolition and Remediation formerly CST Environmental	Orlando	
NEC Keystone, Inc.	Tampa	WO
Newson Construction & Consulting	Cape Coral	SDB, VO
Nidiquar Services LLC	Miami	SB
NNS Construction Corp	Fort Myers	
No Limit Diesel Performance INC	Sarasota	SB
North Florida Emulsions	Palatka	
Nova Land Creations, LLC	Hudson	
Nova Link Construction	Miami	
O.D.Jones Const	Plant City	SB
Ocean Reef Builders, LLC	West Palm Beach	
Offis Spayce Inc	Tampa	SB
OHC Environmental Engineering, Inc.	Tampa	MBE
Olive Branch Ent of FL Inc.	Bradenton	WO
Olympus Builders, LLC	Panama City	
On-Site Excavation & Septic Services, Inc.	Tampa	SB, SDB
Optimal Recovery, LLC	Dade City	
Optimum Services, Inc.	Indiantown	SB, VO
ORLANDO INTERNATIONAL CHRISTIAN CENTER, INC	Orlando	
Orr Industries, LLC	Dade City	
OShea Contracting	Cocoa	SB
OTG Contractors	Panama City	
Outlaw Outdoor Services LLC	Crestview	
Oversize Transport LLC.	Orlando	
Oyds Services Inc	Miami	SB
P&R Renovations & Procoatings, Inc.	Clearwater	
P.A.L.M. ENTREPRISE, INC	Fort Pierce	
PackPlus Inc	Miami	DBE, SBE
Palm Beach Grading	Stuart	
Palm Beach Tree & Landscape	West Palm Beach	
Panhandle Resource	Blountstown	
Parthenon Restoration & Remodeling Inc.	New Port Richey	SB
Patriot Response Group LLC	Vero Beach	
Paynes Environmental dba Paynes Tree	Tampa	MBE, WOSB
PBC Group LLC	Tampa	SB
PD Storm Clean-up	Leigh Acres	
Peach Contracting Services, Inc.	Melbourne	SB
Peacock Landscaping LLC	Homestead	

Company	City	Certs
Peight Timber Company Inc.	Arcadia	SB
Pellicer Home Improvement L.L.C.	Palm Coast	SB, VO
PeopleReady	Hialeah	
Pequeno Harvesting, LLC	LaBelle	SB
Perfect Property Resources LLC	West Park	
PES, LLC	Winter Garden	MBE, SDVO
Peyson Transport LLC	Jupiter	SB, VO, WO
Phoenix Pro Management (Mbi Project Management, LLC)	Lake Worth	SB
Pimentel Beekeeping & cattle	Okeechobee	
Pine Lake Nursery & Landscape	Lutz	
PJ's Land Clearing & Excavating, Inc.	Lake Worth	SB
Polston Applied Technologies	Sarasota	
Powell's Lawn And Landscape LLC	Minneola	SB, WO
Precise Contracting	Auburndale	
Precision Emergency Response LLC	Bonifay	WO
PRECISION SOILS & ORGANICS LLC	Haines City	
Premier Concrete Pumping Solutions, LLC	Gotha	
Premium Automall	Port Saint Lucie	SB
Prestige Carriers LLC	Tallahassee	
Primo Enterprises Of Tampa, Inc.	Lithia	
Priority One Landscaping Professionals	Jacksonville	SB
Pro Logistic Transport	Windemere	SB
Pro Tree Specialists, Inc	Tampa	SB
Progressive Business Enterprise LLC (PBE)	Tallahassee	DBE, VO
PSA Management, Inc.	Orlando	SDB
Quality Built Florida Construction LLC	Boynton Beach	
Quality Choice Transportation Services	Orlando	
Quimeza Inc	Royal Palm Beach	
Quisqueya Landscaping Services	Orlando	SB, SDB
R.S. Construction of SW FL dba Ray Smith Excavating	Port Charlotte	
Raidan Development, LLC	Miami	SB
Rak Trucking LLC	Clearwater	
RAS Construction	Miami	
Raucci Unleashed Inc	North Port	
Rausa Builders	Miami	SB
Ravenwood Homes	Cape Coral	
Razorback LLC	Tarpon Springs	
RDB Lawn Service And Landscape	Okeechobee	SB
Realtree, Inc.	West Melbourne	
Recovery Right LLC DBA Gator Junk Removal	Miami	
Red Lion Construction	Port St Lucie	
Reliability Plus LLC	Palatka	
Reliable Dumping LLC	Miami	
Reliable Maintenance	Tampa	SB, WO
RELIABLE TRANSIT SOLUTIONS LLC	Hawthorne	
Relyc Contractor Corp	Hialeah	
Renew Construction Services LLC	Gibsonton	SB, SDB, WOB, DBE, MBE
Repoza Enterprises	Naples	
Residual Solutions	St. Petersburg	
Resource Group US, LLC	Myakka City	

Company	City	Certs
Rhino International LLC.	Jacksonville	SB, VO
Richbourg Landscaping	Pensacola	SB
Rich's Lawn Service & Irrigation, LLC	Celebration	
Rikedom LLC	Stuart	8a, SB
RIM Express Inc.	Sarasota	
Rino Services LLC	North Port	SBA
Rio Indio	Fort Pierce	
Riverside Citrus Harvesting, LLC	Fort Pierce	
Roadway Trucking Inc.	Miami	SB
Robby Worrell Construction LLC	Lake Butler	
Robert Foster	Hilliard	SB
ROBUST CONSTRUCTION, INC. D.B.A. ROBUST ROOFING	Casselberry	
Rockline Construction LLC	Inverness	
Rogers Brothers Land Clearing	Bristol	HUB, SB, VO
Rogue Response LLC	Delray Beach	SDVO
Roman's Removal and Cleaning	Hialeah	
Rostan Solutions LLC	Valrico	
Royal Dumpster LLC	Miami	SB
Royal Tree Service, Inc.	Cutler Bay	
RP Construction	Dade City	
RPM Landworks Inc	West Palm Beach	SB
RTD Construction, Inc.	Zephyrhills	
Ryan Neff	Fort Myers	
S & P Brush Removal	Daytona Beach	SB, SDVO, VO
S & S Plowing & Excavating LLC	Hastings	SB
S R Trucking	Palm coast	SB
S&S Landscaping & Lawn Service, Inc.	Immokalee	
SA & SONS TRUCKING, LLC	Fort Lauderdale	
Sabrina's Trucking LLC	Seffner	SB
Sade Transport, LLC	Greenwood	WO
Safety 1st Pro Services	Winter Haven	WO
Salgado Tree Trimming LLC	West Palm Beach	
Sampson Enterprises-Scattered Pines Sawmill	Madison	
Sam's Stump Grinding LLC	Lake City	
Samson's Tree Service	Port St Lucie	
Sanks Refuse Services, Inc	Saint Augustine	SB, WO
Sansom's Tree Service	Mulberry	SB
Sayar Enterprises dba Southern Development Corp.	Jacksonville	DBE
Scionti Construction Group LLC	Boca Raton	SB
Scott McClain LLC	Brandon	SB
SDAC	Homestead	8a, HUB, SB, SDB, VO
Seaside Grounds Maintenance Inc	Cantonment	SB, WO
Select 3	Port Orange	SB
Senco Construction Corp	Lake Worth	
Senior Enterprises L.L.C.	Sebring	
Seoane FJ Inc.	Miami	
Sesh Trucking Inc.	Cape Coral	
Set Apart Excavation LLC	Archer	
SF Tree Services LLC	Labelle	
Shear Quality Demolition & Site Work, LLC	West Melbourne	SB
Siboney Contracting Co.	West Palm Beach	MBE

Company	City	Certs
Siles And Sons Inc.	Orlando	DBE, MBE, SB
Silva Brothers Construction LLC	Fort Myers	
Silverback Arms LLC	Port Saint Lucie	SB
Simpson Environmental Services, LLC	Trilby	
SiteWorx Commercial & Industrial Services LLC	Gulf Breeze	SB, WO
Sky Light Roofing	Orlando	
Sole Homes LLC	Cape Coral	
Solomon Trucking INC	Ft. Pierce	
South Coast Equipment LLC	Miami	
South Florida Grading	Fort Pierce	
South Florida Land Clearing, Inc.	Ft. Pierce	SB
South Florida Palmetto Harvesting, LLC	Indiantown	WO
South Florida Tree Company	Hobe Sound	SB
Southeastern Crane Academy	Okeechobee	SB
Southern Bobcat Services	Middleburg	
Southern Coast Land Services	Fort Myers	
Southern Concrete Construction	Vero Beach	SB
Southern Drainage Systems	Tarpon Springs	SB
Southern Striping Solutions LLC	Bonita Springs	
Southern Timber, LLC	Plant City	WO
Southern Tree Experts LLC	Middleburg	
Southwest Florida Seafood Import And Export, LLC	Cape Coral	SB, VO, WO
Souvenir Builders, Inc.	Tampa	SB, VO
Spanish Trail Farms	Grand Ridge	
Spaulding Decon	Tampa	WO
SRG Government Services	Tampa	SB
STAG Industries, LLC	Lakeland	WO
Starr Excavating LLC	Coral Springs	
Steel Smith LLC	Apollo Beach	
Strategic Investments FL LLC	Jacksonville	SB
Suncoast Builders Group LLC	Port Charlotte	SB, WO
Sunset Bay Construction	Land O Lakes	
Sunset Bay Landscaping	Lutz	
Sunshine Outdoor Services LLC	Old Town	DBE, SB, WO
Sunshine State Framing, Inc.	Winter Springs	SB, WO
Supreme Renovation Services LLC	Lehigh Acres	
Surveve INC	Jacksonville	SDVO
SW Aggregates Inc	Lehigh Acres	
Sweat US, LLC	Pensacola	8a
Sweeping Corp of America / USA Services of Florida, LLC	Longwood	
SWEETS: Crisis & Disaster Solutions, LLC	Orlando	SDVO
SWS Environmental Services	Tampa	
Synergy Equipment	Sarasota	
T&B Debris Removal Services, LLC	Saint Augustine	WO
T&M Trucking of SWFL, LLC	North Fort Myers	WO
TAGM Services, LLC	Sarasota	
Take Stock Inc	Miami	
Takem Out Tree Service	Tallahassee	
Tanner Construction Group LLC	Alachua	
Taps Tree Service	Jacksonville	SB
Tate Transport Corporation	Fort Lauderdale	

Company	City	Certs
Taurus Transportation FL LLC	Fort Lauderdale	
Taylor-made Truckin LLC	Port Richey	
TCOR Consulting Group	Westville	SB, VO
Team Farrell	Port Richey	
Team Ten Group Construction Corp	Miami Gardens	SB
Team Waterbury LLC	Palm Bay	SB
Teddy Bear Timber Corporation	Vernon	SB
Teovaldo Construction LLC	Tampa	SB
Terrascope LLC	Orlando	SB, WO
Terrific Turf Lawn Care Landscaping	Port orange	SB
TEXAS AQUATIC HARVESTING, INC.	LAKE WALES	
The BG Group, LLC.	Delray Beach	WO
The Branch Manager	Jacksonville	
The Combined Group Corp	Miami	8a, SB, SDB
The Crone Company LLC	Holiday	
The Farmers Friend LLC	BRANDON	VO
The Great Indoorz	Cape Coral	
The Harrell Group	White City	
The LSH Group, LLC	Fort Myers	SB, WO
The MGT Group, Inc	Hollywood	
The Plant Man Landscape & Design, LLC	Lloyd	SB
The Zenith Group Enterprises Corp	Pembroke Pines	SB, VO
Thielen Environmental LLC	Eagle Lake	SB
Thomas Concrete And Construction Services, LLC	Tallahassee	SB
Thomas Maintenance Service LLC	Miami	SB, WO
Thompson Consulting Services	Lake Mary	
Thompson Contracting Group, Inc.	Palm City	
Three D's Tractor Service, LLC	Fellsmere	SB
Thunderstruck Grading And Land Clearing, Inc.	Sebring	
Tiju Solutions LLC	Sarasota	DBE, MBE, SB, VO, WBE, WO, WOB, WOSB
Tip Top Restoration	Palm Bay	SB
TJays Tree Service LLC	Ruskin	
TLR Bonita, Inc.	St. Petersburg	
TLW, Inc.	Tallahassee	WOSB
TNT Environmental LLC	Dade City	
Tony's Tree Service	Hobe Sound	SB
Toon Town Trash	Key Largo	SB
Top Notch Grading	Lakeland	
Total Land And Tree Inc	Orlando	
Total Restoration & Stucco	Winter Garden	SB, WO
Total Urban Forestry, LLC	Ocala	
Trail Guides	Bristol	
Training And Supervision Of Brigades	Sunny Isles	WO
TrashHelp / JA Daniel Management Inc.	West Palm Beach	SB, WO
Travis Contracting Services	Stuart	
Travis Mobile Auto Solutions LLC	Boynton Beach	
Tree Man	Tampa	SB
Tree Meister, LLC	Fort Myers	8a, DBE, SB, SDVO, VO
Tree Monkeys Inc	Chuluota	SB, WOB
Tree Service Express, Inc.	Palm Bay	SB
Tree Wise Urban Forestry	Casselberry	DBE, SB, WO

Company	City	Certs
Tri County Tree And Bobcat Service	Clearwater	
Tri-County Landscape Services, Inc.	Cape Coral	
Trinity Water Restoration Service, Inc	Hollywood	
Tropical Disaster Disposal	Dania	SDB, VO
Tropical Gardens Center	Southwest Ranches	
True Tree Inc	Sarasota	
TSK Exteriors LLC	Saint Cloud	SB, WO
Tucker Enterprise Services, Inc.	Oldsmar	SB, SDB
Tuti's Express LLC	Florida City	SB
TZ Phillips Enterprise	Tallahassee	
Ultimate Disaster Recovery, Corp.	Hialeah	
Universal Contracting And Construction, Inc.	West Melbourne	SB, WO
Universal Partners Group	Miami	
Unlimited Builders Corp	Hialeah	
US Ecology	Tampa	
USA Environmental, Inc	Oldsmar	
USA Fence Co.	Bradenton	
USA Paint Colors LLC	Saint Cloud	
USA Services	Winter Springs	
USS Hauling & Recycling	Miami	
V&M Tree Services, Inc.	Palm Harbor	
V12 Trans Corp dba V12 Logistics	Pompano Beach	SB, SDB
Veransa Florida Organic Solutions	Sarasota	
Vision & Mission Consultants LLC	Hollywood	
VMAD, LLC	Miami	VO
Walker Quality Property Maintenance	Palm Harbor	
Wall Brothers Construction LLC	Saint Cloud	SB
Waste Pro of Florida	Ft. Pierce	
Waste Star Services	Holiday	SB
Wastetech	Fort Lauderdale	WO
Waterway Work Boats, LLC	Bokeelia	
Way2Reel Charters	Bradenton	
WCC Services, Inc.	Orange City	
Wellspring Enterprises Water & Land Services	Santa Rosa Beach	VO
White and Blue Group LLC	Orlando	SB
White Crane Service, Inc.	Ponte Vedra	SB
White Waters Corp	Arcadia	
Wholesale Kingdom, LLC	Tavares	
Wiggins Hauling & Transfer Svc	Tampa	SB, SDB
Wilkerson Hydrology Service Inc	Mulberry	
Wise Choice Hauling	Okeechobee	SB
WM.H.Briggs Well Drilling	Tallahassee	
Woods Hauling and Roll Off Rentals LLC	Anthony	SB, WO
Work Horse Temps, LLC	Orlando	SB, SDB, SDVO
WTJ Remodeling	Freeport	SB
Xtreme Property Services Inc.	Okeechobee	SB, WO
XUMA Equipment	Sarasota	WO
YG Construction Inc	North Fort Myers	MBE
Youtzy Sitework, Inc.	Palm Bay	SB
YT Land Services Inc	Moore Haven	
ZHL Services, LLC	Jacksonville	
Zone Protection	Pompano Beach	

5.8 Environmental Protection Overview

Ceres Environmental Services, Inc. brings Mount Dora a wealth of environmental experience and current environmental knowledge. The list of past experience included in **Section 3.2** of our proposal includes many activities that require knowledge of proper environmental practices and their practical application. Our wide experience with the U.S. Army Corps of Engineers and especially our “Outstanding” evaluation for work accomplished following Hurricane Katrina is our strongest environmental recommendation. The sections below describe aspects of our experience in specialized areas of disaster recovery.

From site investigations to environmental remediation, Ceres has a long history of projects that include resolution of environmental issues. We have performed many challenging demolition and construction projects that include site investigations, sampling, and remediation. Our personnel are trained in handling hazardous waste and many of our field personnel hold HAZWOPER certifications.

The Environmental Compliance Manager, along with his direct reports, verifies that Ceres and its personnel are following all Federal, State, and local regulations and that any incidents involving the environment are reported up the chain.

The Environmental Compliance Manager is responsible for obtaining all appropriate federal, state, and local requirements. This includes all permitting, disposal requirements for various waste streams including Hazardous or Toxic wastes. All permitting and disposal alternatives will be conducted with the City’s supervision and reporting standards. The Environmental Compliance Manager is responsible for the overall design of the master debris reduction site plan, which includes the following specific sub-plans. (The Safety Manager will contribute to and supervise the generation of all Site Plans.)

Our distribution of pre-event contracts across the United States gives us great opportunity to build relationships with various state environmental agencies.

During the USACE Southwest Georgia mission in 2018, our previous Hurricane Matthew experience, understanding of GA’s Environmental Protection Division, and existing relationships, helped expedite the permitting process for temporary debris management sites. Additionally, once per year, Ceres researches new debris guidance in each state and U.S. territory to better prepare for potential debris activations.

During the 2017-18 USVI mission, there were few options for disposing of marine debris, scrap, fiber glass and C&D. The operation was intricate for fiberglass hulls; however, hulls were not rendered friable during shredding. Vessels were not left in an unstable condition and the sites were cleaned of debris at the end of each shift. The generation of dust and particulate fibers was of primary concern to the environment and the workers closest to the processing activities. These potential exposures were carefully measured and reported by an independent third party. The USEPA monitored the worksite for potential impacts from the fiberglass reduction with perimeter air monitoring pursuant to EPA and NIOSH requirements. In addition, a Certified Industrial Hygienist (CIH) oversaw the methods and procedures used for processing the marine with an emphasis on personnel and environmental protection from potential emissions.

Ceres has performed numerous remedial investigations, including soil borings, soil and groundwater sampling, and the installation of groundwater monitor wells. Our remediation activities include impacted soil excavation with impacted soil treatment methods using thermal destruction, thin-spreading, and composting of impacted soil. Bioremediation entails the treatment of in-situ soils that were contaminated by a hazardous material. Commonly, this hazardous material is petroleum-based, but may also include contaminants such as lead. Ceres uses several soil and groundwater remediation technologies including air sparging, pump and treat, and vacuum-enhanced extraction (bio-slurping) to pull contaminants out of soil and groundwater. This waste stream is then run through treatment system skimmer tanks, air stripper towers, and carbon filtration vessels. Air sparging and oil scavenging bacteria injection is another way to treat contaminated soils in-situ. In this procedure, air or bacteria is injected into the soil to react with the contaminants resulting in an environmentally stable condition.

In St. Paul, MN, Ceres operated a facility that processed an average of up to 70 tons per day of municipal solid waste. Employing highly skilled staff that had served State and Local Governments as regulators, Ceres designed a method of efficiently and safely converting solid waste into clean compost for commercial use. Finished compost was a lightweight black dirt useful in horticulture, road projects, land reclamation and as a topsoil. This facility was the first of its kind.

Ceres performed hazardous material removal and disposal at an Arctic Ice Laboratory owned by the U.S. Navy. The lab was a research facility for the Navy in the 1940's and had sat idle for many years. Improper removal of hazardous materials could have caused an explosion, so it was important for an experienced company to handle the management.

Hazardous materials that Ceres removed from the lab and properly disposed of included:

- Methylene chloride
- Low-grade radioactive waste
- PCBs – transformers and ballast
- Lead paint
- Fuel

During demolition, recyclable materials such as steel, aluminum, chrome moly, chromium and copper were identified, extracted, and recycled.

Under a USACE contract, Ceres introduced chemicals into soil contaminated with lead, cadmium and chromium in a Brownfield area near Brainerd, MN. Ceres mechanically blended the chemicals into the soil, stabilizing the soil, and hauling the stabilized contaminated soil to a designated landfill.

During several projects for the Corps spanning a six-year period, Ceres used bioremediation methods to remove petroleum from soil. Ceres removed large volumes of petroleum-impacted soil, put it into compost piles, and used bacteria to digest petroleum contaminants.

During construction of a new levee under a USACE contract at Birdland Park in Des Moines, IA, an unmarked fuel line containing diesel fuel was found during excavation. Within days the contaminated soil and material from the pipeline had been extracted and stored safely in an onsite container.



UST/AST (Underground Storage Tanks and Above Ground Storage Tanks) are frequently associated with petroleum-contaminated soil disposal and bioremediation. Ceres has completed numerous projects involving the safe removal and replacement of USTs/ASTs.

Environmental Protection Plan Overview

This Environmental Protection Plan has been developed in relation to work procedures planned and anticipated for the RFP Debris Removal Services for the City of Mount Dora. The purpose of this plan is to describe those measures and procedures that will be implemented throughout the course of this project to protect the environment and preserve the natural resources within Mount Dora.

This project involves the establishment of a Temporary Debris Storage and Reduction Site (TDSRS), grading, and restoration. It is anticipated that TSDRSs will require the disturbance of areas greater than (1) one acre. The Project Site Superintendent has authority and responsibility to ensure the requirements of this plan are implemented throughout the duration of this project.

Site Information

Drawings and sketches will be produced upon identification of the TDSR Sites and will contain drainage patterns, approximate slope after major grading activities, areas of soil disturbance, outline of areas that are not to be disturbed, location of all major structural and non-structural controls, location of expected stabilization practices, wetlands and surface waters, and locations where storm-water may discharge to a surface water, excavation areas, haul roads, storage areas, sanitation facility locations, stockpile, segregation, and processing.

Ceres will use a stabilized gravel construction entrance to minimize mud transported onto paved public roads, and a water trailer could be utilized during dry conditions to minimize dust. In addition, the nearby paved public roads will be inspected daily for mud or sediment runoff and be kept clean. Outgoing Material Trucks will be covered with a tarpaulin. Additional Traffic control procedures will be utilized for this project as necessary.

Prior to site activities, the designated work area will be marked, and all personnel informed of the work zone limits. Activities will not be permitted outside the work zone to minimize impact to the surrounding area. Flags, tape, or other visible means will be used to mark the boundaries of the work zone. Markers will be placed no more than 500 feet apart.

Protection of Natural Resources

Photographs of the work site will be taken prior to initiation of any work activities as part of the Pre-construction Survey to document existing conditions. Historical items, such as markers, and natural resources, such as trees, shrubs or other landscape features that exist within the boundaries of the work zone, will be protected to the maximum extent possible by means of guards, fencing, earthen berms, or other measures to establish a boundary around that resource. Any areas that are inadvertently damaged during this work will be restored to an equivalent condition prior to or at completion of the project. Replacement materials will be approved by the Contract Manager prior to purchase and installation.

Select trees within the work limits may require removal for truck access, and grading operation for site features. Ceres personnel will mark the trees selected for removal and obtain approval of the contract officer obtained prior to actual removal. Removed trees will be recycled or reduced. Debris/Product will be properly disposed.

Any chemicals used in conjunction with this project, and any waste materials, will be properly stored and managed to protect against accidental spillage, leaks, ruptures, or similar incidents that could result in release of the material to the ground, drainage areas, or bodies of water. Storage areas outside of those provided within construction vehicles will be approved by the Contract Manager prior to establishment. Appropriate spill cleanup materials will always be available at the site and all crew members advised of proper spill cleanup procedures and waste disposal requirements. An inventory will be maintained at the project site of the types and quantities of materials brought on site, estimated usage, disposal quantities, and remaining inventory at the completion of the project. This information will be available to the Contract Manager upon request.

Work methods will be applied during this project that will minimize impact to the air, soil, surface and ground waters, and surrounding environment. Equipment will be inspected daily and periodically for evidence of leaks or other maintenance problems; such problems will be corrected immediately to minimize the potential release of materials into the environment. Work activities will be completed to minimize turbidity and potential impact to water quality and aquatic life. Existing topsoil and sub soils will be minimized to the potential for storm water runoff and sediment runoff. Topsoil will be applied as soon as possible following delivery and final restoration completed along with application of any necessary erosion control materials to minimize erosion and sediment impact to surrounding waters. Fertilizers will not be applied in excess of the recommended rates nor when adverse weather conditions are anticipated. Fertilizers will be worked into the soil to limit exposure to storm water. Fertilizers will be stored in a covered area and partially used bags will be transferred to a sealable bin.

Historical/Archaeological Resources

Prior to initiation of work activities, Ceres will carefully inspect the site for the presence of any resources of potential historical or archaeological value not previously identified. If any such resources are discovered prior to or during work activities, all work activities in that area will immediately cease and the area will be demarcated. The Contract Manager will be immediately contacted. Work in the area may not resume until directed by the Contract Manager.

Storm Water Management

The total project area for the proposed TDRS will be determined upon identification by Mount Dora and Ceres. Copies of notification information, permits, pollution prevention plan, and related documentation will be maintained on site and available for review by the Contract Manager upon request.

To prevent the possible contamination of storm water runoff, all containers of chemicals, wastes, and recyclable materials will be stored in a covered, secured area. Spill prevention and spill response procedures will be provided to all crew members. Spill cleanup materials will always be available throughout the duration of this project; only trained, authorized personnel will be permitted to respond to the leak or release of materials into the surrounding environment.

Silt fence and/or earthen berms will be constructed around the work site to prevent the runoff of potentially contaminated storm water. Silt fence will be placed adjacent to the down slope sides of disturbed areas. Check dams will be utilized in swales and ditches. Controls may also include earthen dikes, diversions, swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, gabions, temporary sediment basins.

If an event occurs such that run off may be contaminated, the collected water will be analyzed for the suspected constituents and appropriate regulating authorities contacted to determine acceptable methods of disposal.

Erodible Soil

Stockpile Areas will be shaped to prevent erosion of underlying and adjacent soils. Restoration and related activities will be scheduled and completed in such a manner as to minimize the duration of exposure of unprotected soils. Soil compaction as necessary and the addition of rip rap, seeding, or other means of erosion control will be completed as soon as possible for each area where earthwork has occurred. When construction has ceased for periods longer than 21 working days, graded and disturbed portions of the site will be temporarily stabilized. Temporary stabilization, if required, will be achieved by applying and anchoring native prairie hay at a rate of 4,000 pounds per acre.

Permanent stabilization will stabilize unpaved and disturbed portions of each site where construction activities have been completed. Upon final grading, topsoil will be placed, and the area seeded and mulched.

Release Prevention

Due to the nature of this project, Ceres expects very small quantities of materials that are considered "hazardous" by OSHA or DOT definition. Small amounts of oils, lubricants, hydraulic fluid, and other maintenance and repair materials will be necessary and may be stored in the rear toolbox of the truck or in an enclosed, approved storage cabinet in a secured location. Only the minimum number of chemicals necessary will be stored on site, and unnecessary chemicals will be properly disposed of promptly. All chemical containers will always be kept tightly closed, except when in use, and must be labeled to identify the contents and associated hazards. Funnels or other transfer procedures will be used to minimize potential spillage during material transfer. All personnel that handle hazardous materials will have been properly trained in accordance with 29 CFR Part 1910.1200 or 1926.59, Hazard Communication.

A spill clean-up kit consisting of a 55-gal drum, absorbent pads, floor dry, and Personal Protective Equipment (PPE) will be kept in the staging area. Additional materials are available if necessary.

The Project Manager will be responsible for reporting spills or hazardous substance releases and will follow up with complete documentation. He will also be responsible for implementing and supervising the containment and cleanup should a spill occur. He will immediately notify the Contracting Officer or Contract Owners Representative (COR) and the Fire Department for flammable materials. Spill kits and materials will always be available at the site throughout the duration of this project. Personnel trained in accordance with Title 29 CFR Part 1910.120 or 1926.65 will be given authority and responsibility for proper clean-up of spills and proper disposition of generated wastes. All spills, incidental or otherwise, will be contained and cleaned up immediately.

If any spills occur that are reportable in nature, contact the Project Manager immediately. The Project Manager will be responsible for ensuring required reports are made immediately to the appropriate federal, state, and local agencies. The federal agency contacted will be the National Response Center at phone number (800) 424-8802.

Site personnel will also inform the City immediately of any releases to the environment, notifications being made, and corrective actions.

Hazardous Materials Management

Solid and Sanitary Wastes

Solid wastes will be segregated according to disposal requirements and recycling opportunities. Landfill approval will be obtained prior to disposal of any solid waste in local landfills. All shipments of solid waste to landfills and recycling facilities will be documented accordingly in Bills of Lading or similar reports. The work area will be inspected and cleaned as necessary at the end of each workday. Solid waste will be stored in a covered or sealed container and disposed of on a regular basis at an approved Landfill in accordance with federal, state, and local requirements.

A service company will service portable toilets regularly and will dispose of sanitary waste on at least a weekly basis. Sanitary waste will be disposed of in accordance with state and local requirements.

Hazardous Materials

Inventory

Ceres does not anticipate any hazardous materials within the work area except for those materials used and controlled by Ceres for the performance of the work. Any hazardous materials that are identified in the area will be removed by trained personnel and containerized or otherwise secured until appropriate means of disposal are arranged.

Waste Management

Ceres does not anticipate that this project will result in the generation of any regulated waste, and every effort will be made to minimize the generation of both regulated and non-regulated wastes. In the event hazardous, special, or other regulated wastes are generated, they will be containerized, labeled, handled, and stored in accordance with federal, state, and local requirements. A storage area will be established to provide secure storage and minimize the release of any accidental spills, leaks, or ruptures.

Hazardous waste containers will be selected based upon the type of waste and requirements of 49 CFR Part 173. Containers will always remain closed except when adding waste or removing samples of waste for analysis. Containers will be maintained in good condition and handled carefully to avoid damage that may lead to leaks, spills, or ruptures. Containers will be inspected weekly for evidence of leaks or corrosion. All containers will be properly labeled, using a hazardous waste label, to identify the contents, accumulation start date, generator, generator information and identification number, manifest document number, and proper shipping name. Additional markings will be placed on the exterior of containers as necessary to warn of physical or health hazards associated with the material. Hazardous wastes will be managed, stored, transported, and disposed of as required by applicable portions of Title 40 CFR Parts 261 – 266 and Part 268. Appropriate spill cleanup materials, firefighting equipment and personal protective equipment will be readily available near the designated storage area; PPE will be used whenever adding or sampling waste materials.

Hazardous waste will be disposed of properly through a permitted treatment, storage, and disposal (TSD) facility as soon as possible. The Contract Manager will be contacted prior to generation of hazardous waste to determine labeling requirements for the storage of the material. Arrangements for disposal of the hazardous waste will be made prior to project completion. The Site Supervisor will ensure that appropriate documentation is available prior to shipment of any hazardous waste. Such documentation may include land disposal restriction documentation, analytical data, and proper shipping manifests. Only a transporter licensed to haul hazardous waste will be used to ship the material from the designated storage area to the permitted (TSD). Shipping manifests and analytical documentation will be provided to government personnel as required or requested.

Training Documentation

Personnel involved in the management of hazardous wastes will be trained in proper handling and storage requirements, personal protective equipment requirements, spill response and notification requirements, and transportation and disposal requirements. Untrained personnel are not permitted to add waste to containers or be otherwise involved in the management of hazardous waste.

Recyclable Materials

Recyclable materials may include, but not be limited to: lead acid batteries and used oil. Such materials will be containerized, stored, transported, and recycled or disposed of in accordance with any federal, state, and local requirements. If no such requirements are applicable, the materials will be stored to protect

against damage and exposure to precipitation. Used oil collected for recycling will meet the requirements of Title 40 CFR Part 279 and applicable State requirements. A written waste determination must be provided for each waste stream to ensure compliance with recycling or disposal requirements. Documentation will be maintained regarding the amount and type of all materials recycled, method of transportation, and recycling facility selected.

Dust

If dry soil is encountered during work requiring the will of heavy equipment, Ceres will use procedures to minimize the generation of dust. Such procedures may include a light application of water to soil prior to disturbance. Also, if significant amounts of dust are generated from construction traffic on haul roads, a light application of water can be used to minimize this dust.

Unforeseen Hazards/Materials

If any unforeseen or unanticipated hazardous materials are identified inside the structure or at the work site, all work will immediately cease. The Project Manager will be notified immediately; the City will determine whether the material is hazardous and whether it poses any danger. The City will provide direction as to whether work may proceed without change.

Demolition of Condemned Structures

Ceres has been contracted to provide demolition services as a result of floods, hurricanes and tornados. This generally will include inspections prior to commencing work to identify environmental hazards such as asbestos, underground storage tanks for petroleum products or human wastes, utility disconnects and any other environmental hazards that might be presented by a particular site location and weather conditions.

Dead Animal Carcasses

When required, carcasses of dead livestock, poultry, and large animals are removed by Ceres. FEMA reimbursement is contingent on the determination by the City that they represent an imminent and significant threat to public health and safety. The carcasses are removed to the TDMS and/or a final disposition site approved by the City.

Freon Recovery

When white goods are collected that contain Freon, Ceres removes them from the ROW and hauls them to a TDMS where they will be segregated until the Freon is removed by a licensed worker. Once the Freon is removed the white goods are scrap metal and can be handled accordingly.

River and Canal Debris Removal

Ceres has experience in clearing rivers, streams, waterways and canals following Katrina and Ida in Louisiana. Several of Ceres' subcontractors are specialists in waterway activity including debris removal. Wet soil conditions and mud will cause problems for wheeled vehicles, making low ground pressure equipment a necessity to minimize disturbance of soil and vegetation.

Heavy rainfall, especially following high wind conditions, may cause waterways and canals to become clogged with vegetative and other debris. Logjams must be removed so that future rainfall does not contribute to more flooding, and to promote unimpeded water drainage of any existing flood situation. Existing debris piles near waterways and canals should be removed on a priority basis, so that if additional rain occurs the debris will not float into the drainage system and cause further problems.

Site Restoration

Ceres ensures that all sites, whether used for temporary debris storage and reduction, equipment staging, or that were disturbed during debris removal operations, will be returned to pre-storm conditions or better. Restoration of the disturbed, staging, and access areas will be accomplished using high-grade fill dirt graded to specifications and topped by sodding, seeding and/or hydro-seeding. All slopes steeper than 3 to 1 will also receive erosion control blankets. The Debris Operations Management Plan has an extensive section on the environmental issues surrounding the establishment, operation and restoration of Temporary Debris Reduction Sites as well as those involved in the collection of debris from the right of way.

Responsibilities

The Site Superintendent is the designated Storm Water Pollution Prevention Inspector. An alternate will be appointed when work commences. Their responsibilities will include:

- Inspection of temporary stabilization or grading for erosion of soil from the site
- Inspection of temporary erosion control measures for bare spots and washouts
- Inspection of discharge points for signs of erosion or sedimentation
- Inspection of locations *where* vehicles enter and leave the site for signs of offsite sediment tracking, including erosion control at disposal and stockpile areas
- Review BMPs and pollution control maintenance procedures for adequate erosion control practices
- Record all deficiencies in the Inspection and Maintenance Report posted at the project bulletin board
- Submit the reports to the Contract Manager after each inspection

Inspections will be performed at a minimum of once a week and within 24 hours of any storm producing 0.5 inches or more of rainfall. Deficiencies and Corrections will be implemented within 7 days. Inspections will be documented on the appropriate forms.

Documentation and Record Keeping

All documentation relating to environmental issues regarding this project will be maintained on site in an Environmental Records binder. Separate sections will be provided in the binder for the following documents:

- Training records (Title 40 CFR and Title 29 CFR, as applicable)
- Regulatory notifications.
- Required Permits
- Construction Site Notice
- MSD Sheets for all materials brought on-site will be stored in the Field Office. They will be made available to the Contract Manager upon request.
- Inspection and Maintenance Reports
- Spill release reporting and response documentation, if necessary
- Written notices of noncompliance, if any, received from the Contract Manager and corrective actions and response submitted by Ceres
- Notice of Termination

Ceres will retain the original documents in accordance with company requirements regarding retention of environmental records and documentation.

5.9 Quality Control Plan

Introduction and Project Overview

Ceres Environmental Services, Inc. has developed this Quality Control Plan with the intent to describe the elements of anticipated work and methods to establish and maintain an inspection system that will ensure performance of the work in conformance to the requirements of the contract. Prior to the development of any project-specific Quality Control (QC) System, the contract specifications will be carefully reviewed to ensure the QC system implemented will meet related requirements. Fundamental to the Plan is our understanding that:

- Authorized agency personnel have the right, at periodic intervals on the job, to inspect and test all services called for by the contract to determine performance quality and contractual compliance.
- Ceres must furnish agency representatives with reasonable facilities and assistance for the safe and convenient performance of such inspections, and
- If Ceres does not promptly perform services and/or take necessary actions to conform to contract requirements, the agency may perform said services and charge Ceres or terminate the contract for default.

Quality Control Organization

The Quality Control Manager (QCM) will implement, control and maintain the Quality Control program. The QCM will ensure all QC Supervisors and Officers are adequately trained to perform the functions of their assigned duties, and that daily documentation is prepared by each QC Officer relative to production and quality of work performed. The QC Manager will monitor the progress and quality of work, stop work where non-conformances are found and initiate appropriate corrective measures, and ensure each new task order is reviewed prior to start of work to ensure work plans conform to contract requirements. The QC Manager will also ensure the preparation of Daily Progress and Production Reports with timely submittal to the agency in accordance with contract specifications.

QC Staff Qualifications and Responsibilities

QC Manager

A qualified and experienced Quality Control Manager (QCM) will be assigned to this project and will be responsible for implementation and overall management of the project QC program. The QCM will have experience in the fields of engineering, project management, construction quality control, and inspection and supervision of residential and commercial construction.

QC Area Supervisor(s)

According to the nature of the storm and resulting damage, an appropriate number of Area Supervisors will be appointed to coordinate QC activities under the supervision of the QCM. The Area Supervisors will be experienced in field administration of CQC programs as well as crew management.

QC Sector Supervisor(s) and Qualifications

Reporting to the QC Area Supervisor will be QC Sector Supervisors. These Sector Supervisors will be responsible for administering the QC Program for their sector and for the daily work activities and performance of the Quality Control officers.

Definable Features of Work

The following list includes those tasks that have been identified as “definable features” relative to work performed under this project. A definable feature of work is a task that is separate and distinct from other tasks and that requires separate quality control requirements.

Mobilization	Ceres personnel and equipment; subcontractor personnel and equipment assignments and mobilization to work area; simultaneously prepare contract-specific Operations Plans, QC Plan and Site Health and Safety Plan.
TDSR: Set-Up/Management	Conduct baseline environmental survey, set up tower, portable toilets and sanitation stations, HHW pit, roads/signs
Debris Collection/Loading/Hauling	Segregate, collect and transport debris from ROW properties. QCs to use paper load tickets until ADMS operational, then QCs will use HHU and Smart Cards to generate load information.

White Goods	Determine condition: Freon-containing units must go to processing location for recovery of refrigerant. Units with food waste will be secured during transport to processing center where waste can be properly removed and disposed. All other units may be transported to recycling location.
HHW	Segregate, transport and stage at designated location in TSDR site prior to final shipment to designated incineration site. Crews must have HAZWOPER certification; QCs subject to training course prior to monitoring HHW collection.
E-Wastes	E-waste will be transported to designated locations for proper recycling or disposal.
C&D	C&D will be transported to the designated landfill.
Reduction: ACI or Grinding, Recycling	Debris reduced by grinding (vegetative) or incineration; repackaging for efficient transport to final disposal site.
Reduced Debris Disposal	Hauling of non-burnable debris to designated landfills (C&D, wood mulch, concrete and brick).
Site Restoration	Perform environmental sampling as appropriate, other cleanup and restoration activities
Site Closeout	Remove tower, portable toilet and sanitation station, final punch-list items

Safety Requirements

Information pertaining to specific safety requirements is maintained in the project Accident Prevention Plan (APP), the Activity Hazard Analysis (AHAs), the current version of the USACE EM 385-1-1, and task-specific operations procedures. At a minimum, the APP addresses worker protection, equipment safety, trimming loads, flaggers, work zone safety, and traffic control.

Training Requirements

Prior to the start of work, QC personnel complete an indoctrination training course that reviews QC procedures applicable to the project as well as specific health and safety practices and procedures. This introductory course provides an overview of the project objectives; introductions to key personnel; information regarding the QC's authority and responsibility relative to enforcement of health and safety requirements; and QC monitoring requirements, procedures and documentation requirements. In addition, this course reviews the AHA for the project; emergency response and accident reporting information; personal protective equipment requirements; load preparation requirements; traffic control requirements; flagger training and use requirements; and general work zone safety policies and practices.

Submittal Control

Use of the Submittal Register

Submittals required by specifications and/or requested by the City will comply with the procedures discussed in the contract specifications. Each submittal will be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, an internal team that includes the Operations Manager and the QC Manager will review all documents requiring submittal.

Submittal Control Officer

The Submittal Control Officer will be responsible for the preparation, documentation and tracking of each transmittal.

Deficiency Tracking

Deficiency tracking procedures will be in place through all aspects of the project specifications. The key areas where deficiencies may occur include all definable features. As the work progresses, continuous inspections will be performed by QC Officers and Supervisors to ensure the work conforms to contract specifications. Where non-conformances are identified, the QCM will ensure they are recorded on a Rework Item List, which will remain under the control of the QCM. This list will include recommendations for corrective measures and dates and responsibilities for completion of the corrective measures.

Subcontractors and Outside Organizations

Ceres intends to use local subcontractors and small, woman-owned, and disadvantaged business enterprises to the maximum extent practicable.

Reports and Forms

Ceres uses various forms to ensure proper documentation of critical items. These forms will be used to document monitoring and inspections completed by the QC Manager, Field Superintendents, and other responsible managers as identified by the QC Manager or Operations Manager. Daily production and quality control reports are typically prepared and submitted to the City representative by 7:00 a.m. on the following workday.

For each contract task, specific documentation procedures will be developed to ensure critical data is captured and documented. The documentation process, for example, for PPDR activities performed for this project will include:

- Weekly PPDR plan with crew assignments
- Route Inspection documentation to detail quality and safety compliance
- HHW inventory documentation in coordination with collection schedules
- E-waste and white goods documentation in coordination with respective collection schedules
- Concrete collection documentation in coordination with PPDR collection crew schedules
- SME, ACM and similar unique materials will be inventoried on specific documentation in coordination with collection schedules
- Photographic and GPS documentation of each property prior to and following debris removal activities
- Daily QC reports to document crew information, equipment usage, man-hours and general work performance

5.10 Safety Plan

Employee and contractor safety is the ultimate goal of Ceres Environmental Services, Inc. Each employee and contractor – from upper management to equipment operator – has the responsibility to conduct our business operations in a safe manner without injury to persons; interruption of production; or damage to property, equipment, or materials. Ceres has developed a Corporate Health and Safety Program that details authorities and responsibilities regarding the overall corporate safety and health program. This plan provides mechanisms for communicating responsibilities and expectations of all personnel regarding workplace safety and health.

As a part of the Plan, Ceres recognizes and follows all requirements of EM 385-1-1, and adherence and compliance with the federal OSH plan, and all applicable State OSH plans. Key elements of the Ceres corporate-wide safety and health program are management commitment, supervisory accountability, and employee support and collaboration. Everyone is expected to comply with established work practices; to actively participate in the safety programs and initiatives of this company; and to be responsible for his or her personal safety and the safety of others.

These plans have been established to provide mechanisms through which Ceres can communicate responsibilities and expectations of all personnel regarding workplace safety. Everyone is expected to comply with the established work practices, to assume responsibility for their own safety, and to actively participate in the safety programs of this company.

A current milestone in our safety portfolio is our exceptional rating with the Federal Motor Carrier Safety Administration (FMCSA). Of 24 inspections in the previous 24 months, Ceres combined out of service rate for vehicle, driver and HAZMAT inspections is zero in six (6) driver and HAZMAT categories. Ceres has a perfect record, substantially below the national average, in the remaining three (3) vehicle categories.

Ceres worked approximately 650,000 manhours without a single lost time injury in Southwest Georgia in 2018-2019. Our use of equipment safety inspection stickers that were a part of the placarding process ensured that equipment was in good working order, and in total 1,628 vehicles were placarded. Ceres supervised an estimated 1,600 people on this job at its peak. Given the number of people and duration of the project, this is a strong demonstration of Ceres commitment to safety.

Ceres takes special care to minimize the risk of injury in the disaster area to both our workers and the general public – safety first – and as result of our very successful efforts, Ceres received the **National Safety Council Perfect Record Award** for operating nearly 230,000 employee hours without occupational injury or illness in 2010.

We were a 2015, 2011 and 2009 Recipient of the National Safety Council (NSC) Occupational Excellence Achievement Award. This award recognizes outstanding safety achievements among its members and is designed to help promote the prevention of workplace injuries and illnesses.



Responsibilities

Workplace safety is the responsibility of every individual associated with this organization, for it is only with the continuous and combined effort of all individuals that a safe work environment can be developed and maintained. Specific responsibilities for safety have been established for the executive, managerial, supervisory and employee levels of this organization. The following responsibilities are considered the minimum effort and responsibility that is expected of all individuals.

Executive

Executive leadership and commitment are paramount to the success of any safety program. The role of the executive includes the following functions:

- Issuance of a formal health and safety policy
- Support of health and safety program development and implementation

- Protection of company assets, including personnel and property
- Commitment to providing products and services produced in a safe environment

Managers

Managers have the overall responsibility of ensuring safety programs and procedures are properly developed and implemented. Managers are responsible for:

- The implementation and maintenance of health and safety programs
- Ensuring compliance with applicable federal, state, and local health and safety regulations applicable to each work site
- Monitoring accident trends and implementing appropriate corrective actions to reverse or control the trend
- Ensuring all accidents are promptly and thoroughly investigated
- Ensuring all safety rules, programs, and procedures are enforced
- Ensuring appropriate equipment and materials are provided in support of safety programs
- Ensuring communication between supervisors, employees, and contractors is maintained regarding job and site safety requirements
- Ensuring appropriate training and educational programs are provided to all supervisors and employees
- Actively participating in safety committee activities and monitoring recommendations and corrective actions
- Auditing this program on at least an annual basis for company compliance with the stated policies and for areas of potential improvement

Supervisors

Supervisors are generally responsible for creating a safe work environment and for integrating safe work practices and procedures into work activities. Supervisors are responsible for:

- Providing a hazard-free or controlled work environment for all personnel
- Educating employees in safe work procedures and techniques
- Enforcing the use of safety equipment and safe work procedures
- Ensuring the site is properly secured prior to work activities
- Conducting regular meetings with site workers and contractors regarding project activities, procedural changes, and safety requirements
- Supervising and evaluating overall worker performance and implementing appropriate corrective measures as needed to protect all site personnel
- Monitoring the work site regularly for human, situational, or environmental factors that could cause or contribute to accidents and implementing appropriate controls
- Investigating promptly all accidents to identify contributing factors or actions and implement corrective actions to prevent a recurrence
- Actively supporting safety committee functions and employee educational and training programs

Employees

Well-trained and educated employees are the greatest asset against injury, damage and illness in the workplace. Executives, managers, and supervisors are responsible for developing, implementing and enforcing the safety policies, programs and procedures, but employees have the ultimate responsibility of combining these work practices with job activities on a daily basis. Employees are responsible for:

- Observing safety rules and procedures
- Recognizing and reporting observed potential hazards to the Field Supervisor
- Maintaining safety equipment in good condition and ensuring damaged equipment is repaired or replaced
- Developing good health, hygiene, and housekeeping practices
- Reporting all accidents and injuries immediately
- Participating in safety committee activities and training or educational programs

Identifying and Controlling Hazards

The identification and control of hazards can be accomplished by several means. One method employed by Ceres regularly is that of the Activity Hazard Analysis (AHA). The purpose of the AHA is to evaluate job activities relating to each project, identify potential hazards associated with each activity, and determine appropriate control measures. Such safety concerns are reviewed in project start-up safety meetings and subsequent weekly toolbox meetings, or as otherwise needed, to ensure all site personnel are aware of the concerns and the control measures or practices.

The Field Supervisor is responsible for ensuring completion of the AHA using the form included in this section of our proposal. Copies will be submitted to the Project Manager for review and comment prior to the start-up safety meeting or toolbox meeting. The Field Supervisor retains the original AHA forms in the project safety records file along with documentation of meetings with employees regarding the AHAs.

Accident Investigation

The prompt investigation of any accident or incident is an important tool that can be used to identify hazards and control measures. The purpose of accident investigation is to determine the hazards or conditions that contributed to the occurrence, and then determine appropriate control measures or corrective actions to eliminate or control those hazards or conditions.

All accidents, whether or not a recordable injury is involved, are investigated as soon as possible following the incident and at least within 24 hours. Recordable injuries are those where the injured party lost time from work, received medical attention beyond basic first aid, or was placed on a work restriction because of the injury.

Supervisory Investigation

Every recordable injury must be investigated as soon as possible following the accident. Non-recordable incidents are also investigated, and corrective actions implemented to prevent a recurrence with potentially more serious consequences. Each investigation must be documented using the Supervisor's Investigation Report included at the end of this section of our proposal. Indicate on the report whether the accident involved a recordable injury.

Management Review

Management will review each investigation report and provide additional input regarding corrective measure, if appropriate, and assist in ensuring corrective actions are implemented.

Management will also review all investigation reports periodically, and at least annually, to evaluate any trends or recurring problems and whether additional controls are needed. This analysis identifies those job functions where injuries occur most frequently and reviews the types of injuries that occurred. The company frequency and severity rates are also calculated and compared to the national average for the industry. Management includes this review process as part of the meeting agenda for the safety committee.

Record Keeping

All incidents should be recorded on the Accident Investigation Reports. Recordable injuries must be reported on the First Report of Injury form which is submitted to the Minnesota Occupational Safety and Health Administration department. All recordable injuries must also be documented on the OSHA 200 log which must be posted in the workplace annually between February 1 and March 1 for the prior calendar year.

Communication and Training

Ceres has developed a number of training and educational programs for their employees which vary depending upon job function and responsibilities. The contents of the AWAIR program and the Occupational and Preventative Medicine Program will be reviewed during New Employee Orientation and the annual Employee Right-to-Know training sessions.

Work-related hazards and control measures will be reviewed with site personnel at the project start-up safety meeting or during toolbox meetings held weekly throughout the duration of a project.

Communication is also facilitated between all company personnel through the Safety Committee. The function of the safety committee is to create and maintain an active interest in safety and to develop practices and procedures that will help eliminate or reduce workplace hazards.

The members of the safety committee meet on a regular basis to discuss matters such as accidents and control measures, employee concerns, and new operations or equipment. The minutes of each meeting will document the date, time and attendees of the meeting along with items discussed, the outcome of any inspections, new business, the status of prior or outstanding business, general comments, task assignments, and a tentative date for the next meeting.

Enforcement

Enforcement of safe work practices and procedures at the job site will be enforced by the Field Supervisor and Project Manager in accordance with the Ceres Disciplinary Action Standard Operating Procedure. Disciplinary Actions that may be administered by the Field Supervisor or Project Manager include verbal warning, written warning, and removal from the job. Disciplinary Actions for serious offenses, such as those violating company drug and alcohol use policies or some other offense resulting in endangerment of the employee or co-workers, will be administered by a Human Resources representative or Officer of the Company. Such actions may include suspension or termination. Please refer to the Ceres SOP regarding Disciplinary Actions for further details.

Any disciplinary action administered by the Field Supervisor or Project Manager must be documented. Safety Violation Notice forms are included at the end of this section of our proposal for such purposes. A copy of any such completed forms must be forwarded to Human Resources and the original retained in the job files by the Field Supervisor or Project Manager.

Occupational and Preventative Medicine Program

Purpose

We consider the health and safety of each of our employees to be of primary importance. Our objective is to conduct our business in the safest possible manner consistent with the Occupational Health & Safety Act, applicable contract regulations and good company health and safety practices.

Management recognizes the right of workers to work in a safe and healthy work environment. All employees, subcontractors, supervisors, and visitors will be held accountable for their health and safety performance.

The attitudes and cooperation of all in the promotion of accident prevention will assist in achieving our goal to make the job sites of Ceres Environmental Services, Inc. a safe place to work.

Policy – Preventative Medicine

Ceres Environmental Services, Inc. offers preventive immunization services for its employees who are assigned field responsibilities relating to disaster recovery/emergency response clean-up activities and/or contracts.

The services may include but are not limited to offering of immunizations, evaluations, treatments, and analysis of job exposures. Some jobs or work locations may require a pre-placement medical examination such as Commercial Drivers as required by (FMCSA 49 CFR 391.41). Some jobs may require immunizations such as remediation, decontamination or similar tasks. Employees should contact Ceres Corporate Health and Safety Manager to see what immunizations may be required and available.

An employee who is concerned about an exposure that could affect his or her health should tell his or her supervisor. The supervisor and Ceres Health and Safety Manager can analyze the potential exposure, provide information, and/or make appropriate immunization recommendations.

The following forms are used by Ceres health and safety staff.

ACCIDENT/INCIDENT INVESTIGATION REPORT

HR-016
(07/11/2000)

Employer: _____
Employee: _____ Age: _____
Position: _____

Incident Date: _____ Day: _____ Time: _____

Description of Incident: _____

Nature of Injury/Property Damage: _____

Contributing Factors: _____

Type of medical treatment provided and location: _____

Loss Severity Potential: High/Major _____ Medium/Serious _____ Low _____

Probable Recurrence Rate: Frequent _____ Occasional _____ Rare _____

Actions implemented to prevent recurrence: _____

Supervisor/Manager: _____
Name (please print) Date

Investigated by: _____
Name Date

Reviewed by: _____
Name Date

CERES ENVIRONMENTAL SERVICES, INC. ACTIVITY HAZARD ANALYSIS

Project Number: _____ Location: _____
Date: _____

ACTIVITY	POTENTIAL HAZARD	RECOMMENDED CONTROLS

AHA conducted by: _____ Date: _____
Name (printed)

ACTIVITY HAZARD ANALYSIS

ASSESSMENT GUIDELINES

When conducting an assessment for potential hazards, sources of the following conditions and situations should be surveyed:

- motion
- temperature extremes
- chemical exposures
- hazardous dusts
- radiation
- sharp objects
- falling objects
- rolling or pinching hazards
- electrical hazards
- compression or impact hazards

The information obtained during the assessment should then be organized and evaluated to determine control points and appropriate personal protective equipment. Equipment should be selected based on the potential hazard and guidelines contained in the respective ANSI standard. Where appropriate, equipment must be fit to the employee and training will be completed for all employees prior to equipment use.

A document must be prepared and retained on site that certifies the evaluation has been completed and that identifies the area(s) evaluated, date, observations, and the identity of the individual certifying that the evaluation was completed. The AHA form included in this section of our proposal may be used to document the evaluation.

CERES ENVIRONMENTAL SERVICES, INC.

PERSONAL PROTECTIVE EQUIPMENT/AHA TRAINING LOG

Date: _____ Trainer: _____

Location/Activity: _____

Information Reviewed: _____

PPE Issued and/or Procedures Implemented:_____

Employees Receiving Training:

[illegible]

Reviewed by: _____
Name (printed) Name (signature)

Date: _____

CERES ENVIRONMENTAL SERVICES, INC.

SAFETY HAZARD REPORT

Date:_____ Time:_____ Location:_____

Description of Hazard:_____

Signature of Reporting Employee

Safety Committee:

Corrective Action Priority: ☐ Immediate
☐ Within 8 hours
☐ Within 48 hours

Signature of Authorizing Supervisor

Corrective Action Taken:_____

Work Completed by: _____
Name (printed) Name (signature)

Date:_____ Time:_____

Safety Violation Notice

Date of Violation: _____

Employee: _____

Supervisor: _____

The employee cited above violated company safety policy as stated below:

This employee was instructed in the safe working practices with regard to this violation.

Supervisor's Signature

Date

Employee's Signature

Date

- ____ First Violation
- ____ Second Violation
- ____ Third Violation
- ____ Fourth Violation

- I. Administration of the four-step disciplinary system in regard to violations of this policy. The system is as follows:
- a. First Violation: Verbal warning; notation for personnel file.
 - b. Second Violation: Written warning; copy for file or personnel office.
 - c. Third Violation: Written warning; three-day suspension without pay:
 - d. Fourth Violation: Termination of Employment.

CERES ENVIRONMENTAL SERVICES, INC.

SUPERVISOR/SAFETY COMMITTEE SAFETY INSPECTION REPORT

NOTE: Explain in detail and/or submit recommendations in "Comments" section for all items in the "Needs Action" column.
Document completion of recommendations and/or "Needs Action" items in "Follow up" column.

Date: _____ Time: _____ Location: _____

	Satisfactory	Needs Action	Follow up
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____

Comments/Recommendations: _____

Inspected by: _____ Date: _____
Name (printed)

Reviewed by: _____ Date: _____
Name (printed)

5.11 Community Relations Support

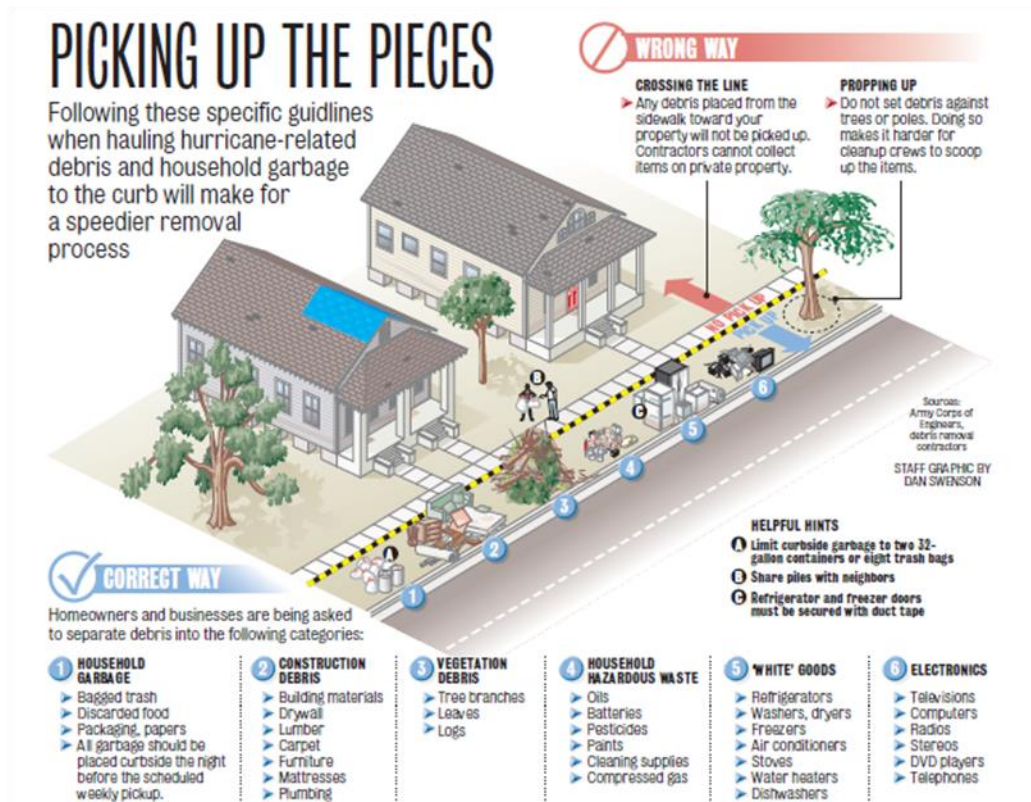
One of the most important support functions that Ceres Environmental Services, Inc. can provide our clients in the event of a natural disaster is to help Mount Dora officials engage in community relations. Ceres provides important resources for keeping residents informed on the progress of cleanup.

Announcements will be provided to news media including newspapers, radio and television. Ceres will institute a "Hot Line" for toll-free calls to answer questions and to take requests for "Hot Spot" service for debris removal or other services or complaints.

A series of announcements to citizens may follow this progression of themes and estimated timeframes:

- | | |
|--|--------------|
| 1. Separate your debris by type and place it in the right of way (curbside) | NTP* + 1 day |
| 2. Work crews have begun debris pickup and will arrive in your neighborhood shortly for the first pass | NTP + 2 days |
| 3. First pass is nearing completion; place debris on the right of way in preparation for the second pass | NTP + TBD |
| 4. Second pass is underway | NTP + TBD |
| 5. Project is nearing completion, be sure to place debris on right of way | NTP + TBD |
| 6. Debris cleanup will be complete in one week | NTP + TBD |

*NTP = Notice To Proceed



Toll-Free Hotline and E-Mail Management

Large phone and e-mail traffic from concerned residents are a part of every natural disaster. Ceres maintains a toll-free Storm Hotline that is staffed and accessible 24 hours a day, 7 days a week to handle questions, concerns or complaints related to clean-up: **1-877-STORM12**. The number is prominently displayed on all Ceres equipment working the clean-up area. Ceres monitors call and e-mail volume and establishes additional toll-free numbers and enlists additional staff whenever greater capacity is required to ensure maximum community responsiveness.

Call center staff keep a log of incoming calls and e-mails, recording the address of the reported incident, resident's name, reported complaint, date and time of reported incident, and the truck number (if applicable). This group compiles incoming resident communications and organizes them into date/time of receipt and response priorities. Ceres sorts through messages to identify time-sensitive incidents such as broken water lines that need immediate attention. Each incident is investigated, and ultimately, we locate the responsible crew if fault is found. Reports from this database will be accessible daily or weekly and can be disbursed to Mount Dora officials accordingly.

Public Information Campaigns

Having been in business for 48 years and completed more than over 330 disaster contracts, Ceres has participated in and developed a number of public information campaigns. Within the Ceres repository, we maintain debris separation diagrams and videos translated into multiple languages, radio advisories, door hangers, mailbox flyers and various other forms of media. The idea is the City and Ceres must retrain residents to put out disaster debris, given that the residents are accustomed to placing trash out on a certain day of the week. The more we can educate the residents across multiple media types and reinforce the messaging, the faster Ceres can remove debris from the public ROW.

Catastrophic Events with Loss of Electronic Communication Systems

Mount Dora has a significant risk of an impact by a catastrophic or other major event in which traditional community messaging methods would be disrupted. Ceres is committed to ensuring adequate information is available about the scheduling and progress of recovery operations. As every disaster situation is different, Ceres' plans use a combination of non-electric post-disaster information systems that include Disaster Recovery Centers; variable message boards; and/or a signage system similar to the message system used by highway crews.

Disaster Recovery Centers are statically placed in a disaster area to ensure an impacted community has a one-stop point of contact for recovery-related services. The Centers are initiated by the local emergency management agency and are supported by local, state, federal and nonprofit organizations that provide disaster recovery services. Posting debris curbside separation information, cleanup schedules and cleanup progress reports at these centers will provide anyone looking for disaster information in their community with access to the debris recovery process.



Variable message boards will be placed at the entrance of neighborhoods to alert the residence of when to expect the next debris collection pass. As citizens of Mount Dora are likely accustomed to obtaining information from roadway median signs, information about cleanup can be posted in a similar manner.

Tab 6

Proposed Rate Schedule

*Note - Pricing Schedule and Pricing Acknowledgment Form have been uploaded in the Pricing Form **and** Supplemental Documents Sections of the Demandstar Portal. The Pricing Form Section will only allow 1 document to be uploaded.

Tab 7
Attachments/Addenda/
Administrative Information

PROPOSER CHECK LIST

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

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

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

Ceres Environmental Services, Inc.

Company



Authorized Signature

Tia Laurie, Corporate Secretary

Printed Name & Title

tia.laurie@ceresenv.com

Email

6371 Business Boulevard, Suite 100

Address

Sarasota, FL 34240

City, State, Zip Code

(800) 218-4424

Telephone No.

(866) 228-5636

Fax No.

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
22%	Livingston Parish, LA / FEMA Waterway 2023	\$ 7,000,000
40%	East Feliciana Parish, LA - Agreement for Special Services - Flood Debris Removal	\$ 2,281,874
		\$

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

Ft. Lauderdale, FL. - Disaster Debris Removal and Emergency Logistical Services

Maitland, FL. - Emergency Debris Hauling and Disposal

Clearwater, FL - Disaster Debris Removal and Disposal Services

OTHER INFORMATION ABOUT PROJECTS:

N/A

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

STATEMENT OF LITIGATION:

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

☒ Yes ☐ No

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

See attached Litigation Summary

CONTRACT TOTALS:

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

\$ 1,010,375,427 Total Contract Amounts for work done on all past related projects.

REFERENCES:

Bank(s) Maintaining Account(s): Art Bailey, 1st Source, Box 266, Oconomowoc, WI, 53066

Tel: 262-567-7057

Surety/Underwriter: (if required) Ted Jorgenson, Liberty Mutual Insurance Company

150 S. 5th Street, STE 2800, Minneapolis, MN 55402; Tel: 612-349-1464

Other References: (Use additional sheets if necessary)

N/A

TYPE OF FIRM:

☒ Corporation/Years in Business: 48. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

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

Ceres Environmental Services, Inc.

Company



Authorized Signature

Tia Laurie, Corporate Secretary

Printed Name & Title

tia.laurie@ceresenv.com

Email

6371 Business Boulevard, Suite 100

Address

Sarasota, FL 34240

City, State, Zip Code

(800) 218-4424

Telephone No.

(866) 228-5636

Fax No.

ATTACHMENT 1 TO PROPOSERS QUALIFICATION FORM LITIGATION SUMMARY

Ceres Environmental Services, Inc. has never been litigated against by any city, county, state or federal government agency, and Ceres has never litigated a contract claim against a city, county, or state Government agency. Ceres has never filed for bankruptcy, has never been debarred, has never been defaulted and has never failed to complete a project.

Below is a list of Ceres' litigation, claims(s) or contract dispute(s) filed by or against the offeror in the past five (5) years related to the services that Ceres provides in the regular course of business:

Pending

1. *Dana Heimdahl Chernault v. Ceres Environmental Services, Inc.*

Filed June 2, 2023, plaintiff, former Ceres employee Dana Chernault Heimdahl Chernault alleges Ceres Environmental Services, Inc breached its' contract with her regarding compensation for her role within the company as Safety Director. This case is still open and pending.

2. *Mark Shaffer v. DEH Disaster Relief, LLC; Ceres Environmental Services, Inc.; Beaufort County, SC, et al.; Beaufort County, SC [PENDING]*

Filed on or about August 24, 2017, plaintiff contends that a trailer being hauled by a contractor of DEH Disaster Relief, LLC, a subcontractor to Ceres in the cleanup of debris from Hurricane Matthew in Beaufort County, SC, on or about May 3, 2017, became disconnected from the truck, resulting in an accident that was fatal to the plaintiff's wife, Susan Shaffer. Ceres is a secondary defendant named in this matter. This matter is pending.

Resolved

1. *Leyenda Fresh Farms, Inc. & DeLeon Produce Sales, Inc. v Miami-Dade County, Arbor Tree, and Land, Inc. Ceres Environmental, Inc., CNC Management Group Inc., G7 Holdings Inc, RAS Investments Corp., SFM Landscape Services, LLC, and U.S. Sweeping, Inc. [DISMISSED W/O PREJUDICE]*

Filed on September 10, 2021, plaintiff Leyenda Fresh Farms, Inc. and Deleon Produce Sales, Inc. contend that their crops were ruined on the land they leased from Miami Dade County, FL by contractors hauling Hurricane Irma debris. The land belonged to Miami Dade County, and they cancelled the lease with the plaintiff when they needed the land for a temporary debris site for the hurricane debris. All the contractors and subcontractors that hauled to the debris site were brought into the case.

2. *Richard Vargas v. Ceres Environmental Services, Inc. dba Environmental & Demolition Services Group; The State of California Department of Resources, Recycling, & Recovery (CalRecycle) [DISMISSED]*

Filed on August 11, 2020, plaintiff Richard Vargas contends that he was diagnosed with sarcoidosis due to being a truck driver that hauled ash, debris, soil, metal, and concrete on Ceres CalRecycle project that cleaned up the City of Paradise fire in the summer of 2019. The plaintiff alleges he was in perfect health before working on this project. This case is dismissed.

3. *Edna Elizabeth Freeman and Godfrey Smith v. Ceres, Inc., and Matthew Ress; St. John, USVI [PENDING; Co-Defendant is Deceased]*

Filed on or about November 18, 2019, plaintiffs Edna Elizabeth Freeman and Godfrey Smith contend that a three (3) bedroom one (1) bathroom house on their jointly owned property on St. John, U.S. Virgin Islands (USVI) was negligently demolished by a Ceres team working on the island following Hurricanes Irma and Maria. Plaintiffs further allege that they did not discover the loss for almost a year because they were unable to access the property until November 2017 due to the damage caused by the hurricanes. Ceres contends that contracted work performed by the company in the USVI did not include any private property work, and only included debris removal from public right of way. The subcontractor involved is defending this case.

4. *Reynier Reyes Regalon v. Greenspoint C, LLC; Ceres Environmental Services, Inc; LAS Transport, LLC; Art Sisavath; Alan Gore; and John Doe's 1-10; Harris County, TX [DISMISSED]* (Construction)

Filed on or about July 5, 2019, plaintiff Reynier Reyes Regalon contended that on or about May 5, 2019, he was in his parked truck in Houston, Texas, when another truck pulled up adjacent to him and dropped its truck bed onto the roof of the plaintiff's vehicle, causing the plaintiff to sustain injuries and damages. At the time of filing, the plaintiff was unable to identify which of the named defendants employed the driver or the equipment owner; neither the driver nor the equipment owner is a Ceres employee. This matter has since been clarified. This was settled amongst all parties.

5. *Ramon Valle v. Environmental Restoration Group, LLC, Ceres Environmental Services, Inc., AA and K Restoration Group LLC, Katherine M. Biscardi, and Alfred Miller; Jackson County, FL [DISMISSED]*

Filed on or about June 14, 2019, plaintiff Ramon Valle contended that one of Ceres' subcontractors was not providing compensation in accordance with the Fair Labor Standards Act (FLSA) from June 2016 through the date of filing. Ceres was named as a co-defendant because the plaintiff was unable to locate the subcontractor and primary defendant. Since the initial filing, the subcontractor, Environmental Restoration Group, LLC, has been served a summons and has been identified as the defendant. This case was dismissed as Ramon Valle was a contractor not an employee of any company.

ATTACHMENT 2 TO PROPOSERS QUALIFICATION FORM

PAST PERFORMANCE WITH CONTRACT TOTALS

Ceres Environmental Services, Inc. has been working actively in the disaster recovery business since our founding in 1976, completing over 330 FEMA-reimbursed projects. Below is a selection of our past performance over the last five years with contract totals; additional details on our past performance are available upon request.

Owner & Location	Title of Work	Value	Time Period
Slidell, LA	Emergency Push following a Tornado	\$13,217	April 2024
St Tammany Parish, LA	Tornado Debris Removal	\$700,819	April 2024
Rockdale County, GA	Debris Removal for Emergency Management Agency	\$346,773	April 2024
Merced County, CA	Agreement for Special Services – Flood Debris Removal	\$1,732,223	July 2023 –March 2024
Cape Coral, FL	Vacant Lot Debris Removal	\$2,923,339	October 2023 – April 2024
FDOT District 2 – Taylor County, FL	Emergency Debris and Hazardous Tree, Limb, and Stump Removal Operations	\$30,991,644	September 2023 – February 2024
Columbia County, FL	Disaster Debris Removal and Disposal	\$663,803	September – November 2023
Taylor County, FL	Debris Management Services Contract	\$365,308	September - November 2023
St. Tammany Parish, LA	Waterway Debris Removal	\$8,381,699	September 2022 - September 2023
City of Perry, FL	Hurricane Idalia Debris Removal and Disposal Services	\$249,218	September - October 2023
Glynn County, GA	Debris Removal and Disposal Services	\$332,556	September – November 2023
State of Vermont	Debris Management Services	\$634,553	July – September 2023
Shreveport, LA	Vegetative Storm Debris Removal and Disposal Services	\$2,180,607	July – September 2023
Tulare County, CA	Flood and Storm Debris Removal	\$231,921	March – September 2023
Livingston Parish, LA	Vegetative Debris Removal from Parish Waterways	\$65,467,989	May 2018 – September 2023
Harris County, TX	Emergency Services for Debris Clearing, Removal and Disposal, and Operation of Temporary Staging and Reduction Sites	\$423,305	June – July 2023
Carroll County, MS	MS Exigent Circumstances-Tornadoes	\$362,202	March – July 2023
Williamson County, TX	Debris Management Services	\$3,422,753	March-June 2023
Austin, TX	Debris Removal Services	\$2,895,125	February -March 2023
Arcadia, FL	Emergency Debris Removal and Disposal Services	\$1,400,512	September 2022 – November 2022
Bradenton, FL	Disaster Debris Collection Services	\$588,862	September – November 2022
Cape Coral, FL	Emergency Disaster Assistance and Debris Removal	\$64,888,996	September 2022 – May 2023
Deltona, FL	Emergency Debris Removal Services	\$1,735,331	October 2022 – February 2023
FDOT, District 1- Collier County	Emergency Debris Removal Operations	\$18,486	December 2022
FDOT, District 1- Hendry County	Emergency Debris Removal Operations	\$17,259	January 2023
FDOT, District 1- Lee County	Emergency Debris Removal Operations	\$820,572	October 2022 – February 2023
FDOT, District 1- Manatee County	Emergency Debris Removal Operations	\$935,156	October 2022 – February 2023
FDOT, District 1- Sarasota County	Emergency Debris Removal Operations	\$1,346,299	October 2022 – February 2023
Hardee County, FL	Debris Management	\$2,712,465	September 2022 – November 2022

Owner & Location	Title of Work	Value	Time Period
Holmes Beach, FL	Debris Removal Services	\$168,790	October – November 2022
Indian River County, FL	Disaster Debris Removal and Disposal	\$138,002	October – November 2022
Longwood, FL	Disaster Debris Removal Services	\$236,358	October 2022 – November 2022
Manatee County, FL	Debris Management Services and Emergency Response Management and Recovery Services	\$2,091,469	October 2022 – December 2022
Melbourne, FL	Disaster Debris Removal Services	\$358,039	October 2022 – December 2022
Mt. Dora, FL	Emergency Debris Hauling and Disposal	\$112,132	September – December 2022
North Port, FL	Disaster Debris Clearance and Removal Services	\$42,031,396	October 2022 – March 2023
Palmetto, FL	Emergency Response Debris Removal Services	\$309,118	October 2022 – November 2022
Sarasota County, FL	Disaster Debris Collection, Reduction and Disposal	\$623,932	September 2022 – January 2023
Sarasota, FL (City of)	Disaster Recovery Services	\$2,405,850	October 2022 – January 2023
Sebastian, FL	Disaster Debris Removal and Disposal	\$28,353	October 2022
Seminole County, FL	Disaster Debris Hauling	\$2,573,750	October 2022 – January 2023
Wellington, FL	Disaster Recovery Services	\$39,052	October 2022
Winter Park, FL	Emergency Debris Management Services	\$270,711	October – November 2022
City of Cedar Rapids, IA	Drainageway Derecho Cleanup	\$781,869	March – June 2022
City of Cedar Rapids, IA	Drainageway Derecho Cleanup	\$518,591	March – June 2022
St. Helena Parish Police Jury, LA	Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal	\$5,036,779	September 2021 – April 2022
Kenner, LA	Post-Disaster Debris Collection, Processing and Disposal Services	\$5,015,066	September - December 2021
East Feliciana Parish, LA	Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal	\$1,123,044	September - December 2021
Mandeville, LA	Emergency Debris Removal and Disposal	\$5,576,418	September-December 2021
Covington, LA	Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal	\$3,550,181	September - December 2021
Westwego, LA	Emergency Debris Removal	\$298,695	September – December 2021
Denham Springs, LA	Disaster Debris Management and Disposal Services	\$984,710	September-November 2021
Gonzales, LA	Disaster Debris Removal	\$1,493,917	September - October 2021
New Orleans, LA (Zone 1)	Debris Collection, Removal, Processing, and Disposal	\$2,635,055	September- January 2022
New Orleans, LA (Zone 2)	Debris Collection, Removal, Processing, and Disposal	\$2,149,393	September- January 2022
New Orleans, LA (Zone 3)	Debris Collection, Removal, Processing, and Disposal	\$2,436,468	September- January 2022
Richwood, TX	Debris Removal and Disposal Services	\$140,461	September-October 2021
Thibodaux, LA	Disaster Debris Management Services	\$1,653,961	August – November 2021
Livingston Parish, LA	Debris Removal & Site Management for Debris Reduction and Emergency Roadway Clearance	\$23,019,328	August 2021 – January 2022

Owner & Location	Title of Work	Value	Time Period
Larimer County, CO	Poudre Canyon Mudslide	\$308,779	July – Aug 2021
Larimer County, CO	Cameron Peak Fire 2020 - Debris Management Services	\$3,860,431	May-July 2021
Harris County, TX	Emergency Services for Debris Clearing, Removal, Disposal & Operations of TDSRS	\$398,476	March – April 2021
City of Sarasota, FL	Disaster Recovery Services – Red Tide Clean Up	\$51,317	August 2021
Linn County, IA	Derecho Storm Debris Removal from Waterways	\$89,353	June-August 2021
Sabine River Authority, LA	Disaster Debris Management and Other Ancillary Services Agreement	\$5,560,812	February-May 2021
Pearland, TX	Debris Management Services	\$43,695	February-March 2021
Nacogdoches, TX	Post Disaster Debris Collection, Processing, and Disposal Services	\$243,582	March – April 2021
Oregon Department of Transportation (ODOT)	Hazard Tree Removal Services	\$36,294,618	February 2021 – April 2022
Oklahoma Emergency Management Agency (OEMA)	Emergency Debris Removal	\$3,024,587	November 2020 – January 2021
Calumet, OK	Emergency Debris Removal Services	\$99,755	December 2020
Oklahoma City, OK	Emergency City Street Access Tree and Debris Removal	\$487,300.00	December 2020 - Current
Piedmont, OK	Emergency Debris Removal Services	\$453,242	November - December 2020
New Orleans, LA (Zone 1)	Disaster Street – Clearing and Debris Collection, Removal, Processing and Disposal	\$884,403	November - December 2020
New Orleans, LA (Zone 3)	Disaster Street – Clearing and Debris Collection, Removal, Processing and Disposal	\$534,109	November - December 2020
Kingfisher, OK	Emergency Debris Removal Services	\$377,799	November - December 2020
El Reno, OK	Emergency Debris Removal Services	\$1,381,052	November - December 2020
Lafourche Parish, LA	Debris Removal & Recovery Services	\$773,850	November 2020 - January 2021
Nederland, TX	Debris Removal Services	\$296,976	October - November 2020
Scott, LA	Debris Removal and Disposal Services	\$370,425.	October - November 2020
St. Martin Parish, LA	Pre-Positioned Disaster Debris Removal Contract	\$587,092	October - November 2020
Allen Parish, LA	Debris Removal and Disposal Service	\$8,526,706	September - December 2020
Escambia County School Board, FL	Tree Debris Removal	\$793,494	September - October 2020
Santa Rosa County, FL	Disaster Debris Removal Services	\$9,394,981	September 2020 – Feb 2021
Vermilion Parish, LA	Pre-Positioned Disaster Debris Removal Contract	\$4,905,458	September 2020 - January 2021
Linn County, IA	Debris Clearance and Removal Services (Pre-Event Contract)	\$9,476,677	September 2020 - January 2021
Pharr, TX	Catastrophic Event Debris Removal Contract	\$254,362	August – September 2020
Linn County, IA	Debris Clearance and Removal Services (30-day Post-Event Contract)	\$6,662,897	August - September 2020
Hidalgo County, TX	Debris Removal and Disposal Services	\$1,489,567	August - September 2020
Cameron Parish, LA	Debris Clearance and Removal Services	\$28,880,677	August 2020 – May 2021
City of Edinburg, TX	Disaster Debris Removal and Recovery Services	\$931,991	August – September 2020
Santa Rosa County, FL	Disaster Debris Removal Services	\$618,321	May – June 2020
Jones County, MS	Tornado Debris Removal and Disposal Services	\$3,273,295	May – August 2020

Owner & Location	Title of Work	Value	Time Period
Hamilton County, TN	Emergency Debris Collection and Disposal Services	\$5,369,509	April – June 2020
CalRecycle	Fire Debris Removal and Recovery Services for the Camp Fire in Butte County	\$246,156,950	January 2019 – May 2020
U.S Army Corps of Engineers; Southwest GA, multiple counties	W912P814D0020 (ACI) Debris Management: Hurricane Michael Debris Removal	\$134,159,610	October 2018 – March 2019
U.S. Army Corps of Engineers; Sacramento, CA	Debris Removal and Processing for Lake, Mendocino, and Napa Counties, CA	\$37,652,633	January 2018- June 2018
USACE – Virgin Islands	W912P8-14-D- 0020, Debris Management	\$55,448,300	October 2017 – May 2019
City of Albany, GA	Debris Removal and Disposal Services	\$4,541,937	February-May 2019
Dougherty County GA	Debris Removal and Disposal Services	\$1,664,063	February-May 2019
Miller County, GA	Debris Removal and Disposal Services	\$89,394	March 2019
FDOT – District 3	Debris Removal and Disposal Services	\$49,589,902	October 2018 - May 2019
DTOP Central and South Regions	Contract No 2018-000-175 and Contract No. Contract No 2018-000-176, Debris Removal, Hauling, Consolidation, Processing and Disposal Services (Hurricane Maria)	\$39,789,170	December 2017-November 2020

CONFLICT OF INTEREST AFFIDAVIT

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

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

Ceres Environmental Services, Inc.

Company

Tia Laurie

Authorized Signature

Tia Laurie, Corporate Secretary

Printed Name & Title

tia.laurie@ceresenv.com

Email

6371 Business Boulevard, Suite 100

Address

Sarasota, FL 34240

City, State, Zip Code

(800) 218-4424

Telephone No.

(866) 228-5636

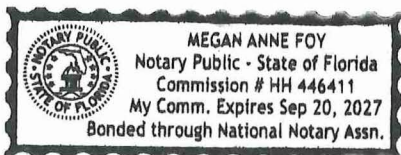
Fax No.

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of Tia Laurie, who personally swore or affirmed that he/she is authorized to execute this Oath and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 13 day of May, 2024.

(stamp)

Megan Anne Foy
NOTARY PUBLIC, State of Florida



Vendor Certification Regarding Scrutinized Companies' List

Respondent Vendor Name: Ceres Environmental Services, Inc.

Name of Company Ceres Environmental Services, Inc.

FEIN: 41-1816075

Authorized Representative's Name and Title Tia Laurie, Corporate Secretary

Address: 6371 Business Boulevard, Suite 100, Sarasota, FL 34240

Phone Number: (800) 218-4424 Email Address: tia.laurie@ceresenv.com

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that 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/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, 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 (\$1,000,000) 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.

Certified By: 

Authorized Signature (Print Name and Title) Tia Laurie, Corporate Secretary

Print Name Tia Laurie

Title Corporate Secretary

Signature Bidder/proposer understands and agrees that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, 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 (\$1,000,000) 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. Lists are created pursuant to section 215.473, Florida Statutes.

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FLORIDA STATUTES, SECTION 287.138
CERTIFICATION

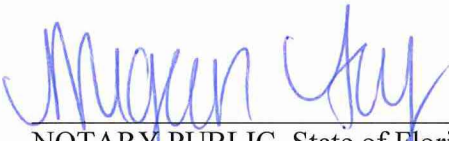
I, _____ (person) Tia Laurie, as the _____ (title) Corporate Secretary of _____ (entity) Ceres Environmental Services, Inc. do hereby certify that Ceres Environmental Services, Inc. (entity) _____: (i) is not owned by the government of a foreign country of concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section 287.138; and (iv) does not have its principal place of business in a foreign country of concern as defined by Florida Statutes, Section 287.138.


Print: Tia Laurie
Title: Corporate Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Tia Laurie, who personally swore or affirmed that he/she is authorized to execute this Oath and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 13 day of May, 2024.

(stamp)


NOTARY PUBLIC, State of Florida



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**GRANT FUNDING COMPLIANCE
STATEMENT AND CERTIFICATION**

Project Name: Emergency Debris Collection, Hauling
and Disposal Services Project Number: RFP #24-PW-002
Project Location: Mt. Dora, FL

CERTIFICATION

The Bidder/Proposer hereby agrees to comply with any and all local, state and/or federal grant funding requirements, to the extent applicable to the Project, and that any and all applicable local, state and/or federal grant funding requirements shall be included within the agreement resulting from this solicitation 24-PW-002.

Dated this 13th day of May, 2024. I hereby certify the above statement on behalf of the Bidder/Proposer. I hereby further certify that I have the authority to execute this certification and bind the Bidder/Proposer accordingly and that I am the same individual who is authorized to execute any Agreement resulting from this solicitation 24-PW-002.

Ceres Environmental Services, Inc.

Name of Firm

Tia Laurie

Signature

Tia Laurie

Printed Name

Corporate Secretary

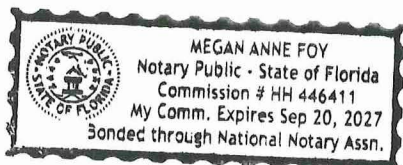
Title

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of Tia Laurie, as corporate secretary, of Ceres Environmental, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Proposing Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 13 day of May, 2024.

(stamp)

Megan Anne Foy
NOTARY PUBLIC



BYRD ANTI-LOBBYING AMENDMENT
CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] Ceres Environmental Services, Inc. certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Ceres Environmental

The Contractor, [Company] Services, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Tia Laurie, Corporate Secretary

Name and Title of Contractor's Authorized Official

May 13, 2024

Date

DECLARATION STATEMENT

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

RE: RFP NO. 24-PW-002 - "EMERGENCY DEBRIS COLLECTION, HAULING AND DISPOSAL 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 #24-PW-002 "EMERGENCY DEBRIS COLLECTION, HAULING AND DISPOSAL SERVICES."**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 13th day of May, 2024 in the City of Sarasota, in the State of Florida.

Ceres Environmental Services, Inc.

Company



Authorized Signature

Tia Laurie, Corporate Secretary

Printed Name & Title

tia.laurie@ceresenv.com

Email

6371 Business Boulevard, Suite 100

Address

Sarasota, FL 34240

City, State, Zip Code

(800) 218-4424

Telephone No.

(866) 228-5636

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

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

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

INSURANCE REQUIREMENTS
(Continued)

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

City of Mount Dora
Mount Dora, Florida

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

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.

- ☒ 11. The Certificate must state **RFP #24-PW-002 "EMERGENCY DEBRIS COLLECTION, HAULING AND DISPOSAL 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**.

Ceres Environmental Services, Inc.

Company

6371 Business Boulevard, Suite 100

Address



Authorized Signature

Sarasota, FL 34240

City, State, Zip Code

Tia Laurie, Corporate Secretary

Printed Name & Title

(800) 218-4424

Telephone No.

tia.laurie@ceresenv.com

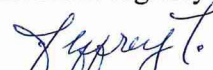
Email

(866) 228-5636

Fax No.

Holmes, Murphy & Associates, LLC

Insurance Agency



Signature of Proposer's Agent

The above answers do not modify coverage. Please see the COI for a summary of coverage. The above signing broker does not warrant the accuracy of the responses provided.

HOLD HARMLESS AFFIDAVIT

The Contractor/Vendor/Firm is required to purchase and maintain minimum limits of \$1,000,000 per occurrence for all liability, which includes general liability and, if applicable, automobile liability. Other coverage may be required where applicable. The limits may, with prior City approval, be adjusted based on a per event basis.

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

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

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

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

Ceres Environmental Services, Inc.
Contractor/Vendor-Print Name


Signature

Emergency Debris Collection, Hauling
and Disposal Services
Project Name

May 13, 2024
Date

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

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

☒ YES
☐ NO

Ceres Environmental Services, Inc.
Company



Authorized Signature

Tia Laurie, Corporate Secretary
Printed Name & Title

tia.laurie@ceresenv.com
Email

6371 Business Boulevard, Suite 100
Address

Sarasota, FL 34240
City, State, Zip Code

(800) 218-4424
Telephone No.

(866) 228-5636
Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

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

I am the Corporate Secretary of Ceres Environmental Services, Inc. (Proposer) which has submitted a Response to City of Mount Dora RFP #24-PW-002.

I am fully informed respecting the preparation and contents of the Response to RFP #24-PW-002, 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-PW-002, 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-PW-002 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.

Ceres Environmental Services, Inc.

Company

6371 Business Boulevard, Suite 100

Address



Authorized Signature

Sarasota, FL 34240

City, State, Zip Code

Tia Laurie, Corporate Secretary

Printed Name & Title

(800) 218-4424

Telephone No.

tia.laurie@ceresenv.com

Email

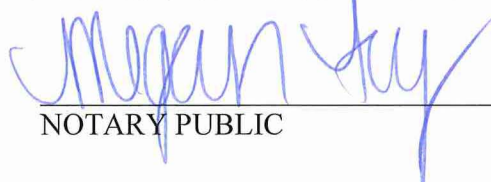
(866) 228-5636

Fax No.

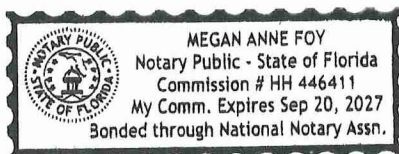
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of Tia Laurie, as Corporate Secretary, of Ceres Environmental, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Proposing Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 13 day of May, 2024.

(stamp)



NOTARY PUBLIC



ACKNOWLEDGEMENTS

RFP #24-PW-002

“EMERGENCY DEBRIS COLLECTION, HAULING AND DISPOSAL SERVICES”

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

Ceres Environmental Services, Inc. (Proposer) guarantees its Response to RFP #24-PW-002 for a period not to exceed one hundred twenty (180) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

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

Dated this 13th day of May, 2024
(Month) (Year)

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

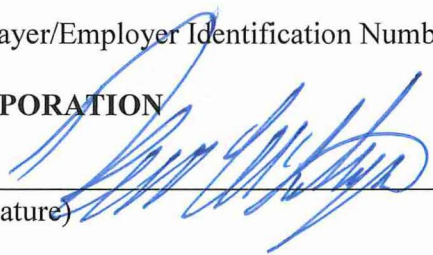
By: _____ / _____
(Signature) (Print name)

Address: _____

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

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

CORPORATION

By:  / David McIntyre
(Signature) (Print name)

Address: 6371 Business Boulevard

Suite 100

Sarasota, FL 34240

Telephone: (800) 218-4424 Fax: (866) 228-5636

Taxpayer/Employer Identification Number (TIN/EIN): 41-1816075

State of Incorporation: Florida

Corporate President: David McIntyre
(Print Name)

Corporate Secretary: Tia Laurie
(Print Name)

Corporate Treasurer: N/A
(Print Name)

~~CORPORATE SEAL~~
NO SEAL

Attest By: Tia Laurie
Secretary

Signature: *Tia Laurie* Date: 5/13/2024

Remainder of Page Intentionally Left Blank



CITY OF MOUNT DORA

COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

Company Name: Ceres Environmental Services, Inc.

Authorized representative (printed): Tia Laurie, Corporate Secretary

Authorized representative (signature): 

Project Number: **RFP #24-PW-002**

Date: May 13, 2024

REFERENCES FORM

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

1. Name of Company: City of Cape Coral, FL
Address: P.O. Box 150027, Cape Coral, Florida 33915
Point of Contact: Terry B. Schweitzer, Solid Waste Manager
Phone #: 239-573-3136 Email address: tschweitzer@capecoral.gov
Service(s) Provided: Emergency Disaster Assistance and Debris Removal - Collection, hauling, processing and disposal of 2,707,047 CY of debris following Hurricane Ian.
Dates of Service: October 2022 – May 2023
2. Name of Company: City of North Port, FL
Address: 1100 North Chamberlain Blvd., North Port, FL 34286
Point of Contact: Frank Lama, Solid Waste Manager
Phone #: 941-240-8074 Email address: flama@northportfl.gov
Service(s) Provided: Disaster Debris Clearance and Removal Services - Collection, hauling, processing and disposal of 2,446,843 CY of debris following Hurricane Ian.
Dates of Service: October 2022 – March 2023
3. Name of Company: City of Perry, FL
Address: 224 South Jefferson Street, Perry, FL 32347
Point of Contact: John Hart, City Manager
Phone #: 850-584-7161 Email address: jhart@cityofperry.net
Service(s) Provided: Emergency Debris Removal and Disposal - Collection, hauling, processing and disposal of 15,715 CY of debris following Hurricane Idalia.
Dates of Service: September - October 2023
4. Name of Company: City of Gonzales, LA
Address: 120 S. Irma Blvd, Gonzales, LA 70737
Point of Contact: Jackie Baumann, City Engineer
Phone #: 225-647-9589 Email address: jackie@gonzalesla.com
Service(s) Provided: Disaster Debris Removal - Collection, hauling, processing and disposal of 106,041 CY of debris following Hurricane Ida.
Dates of Service: September - October 2021

**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: Tia Laurie [NAME] as the Corporate Secretary [TITLE] of Ceres Environmental Services, Inc. [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is 41-1816075.
2. I understand that a “public entity crime” as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Florida Statutes, Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

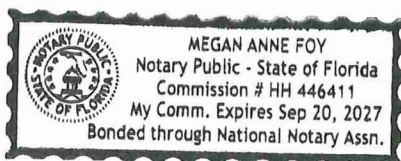
Tia Laurie
(Signature)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of Tia Laurie, as Corporate Secretary, of Ceres Environmental 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 13 day of May, 2024.

(stamp)

Megan Foy
NOTARY PUBLIC



FIRM INFORMATION

FIRM is a:

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

Federal Employer Identification Number: 41-1816075

Firm Name: Ceres Environmental Services, Inc.

Mailing Address: 6371 Business Boulevard, Suite 100, Sarasota, FL 34240

Telephone No.: (800) 218-4424 Fax No.: (866) 228-5636

Email Address: tia.laurie@ceresenv.com Web Address: www.ceresenvironmental.com

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

Firm Name: Ceres Environmental Services, Inc.

Remittance Address: 3825 85th Avenue North

Brooklyn Park, MN. 55443

Submitted by: 

Name & Title Printed: Tia Laurie, Corporate Secretary

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.

Ceres Environmental Services, Inc.

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

Ceres Environmental Services, Inc.

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

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ► _____

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

6371 Business Boulevard, Suite 100

6 City, state, and ZIP code

Sarasota, FL 34240

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 1 - 1 8 1 6 0 7 5

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 ►

[Signature]

Date ►

2/8/2024

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.

RFP #24-PW-002
“Emergency Debris Removal Hauling Disposal Services”

CITY OF MOUNT DORA
ADDENDUM #1

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFP# 24-PW-002**
“Emergency Debris Removal Hauling Disposal Services” for the above as fully and completely as if,
the same were fully set forth therein.

PLEASE BE ADVISED OF THE FOLLOWING CLARIFICATIONS OR QUESTIONS AND ANSWERS.

Clarifications: The proposed date and location of the Evaluation Committee to Shortlist meeting
has been updated and will now be held in the City Hall Boardroom on May 22, 2024 at 01:00
PM EST.

Questions and Answers:

**Q1. Would the City of Mount Dora please provide the previous Disaster Debris Removal Services
contract with the unit prices?**

A1. Yes. Please see attachments A.

**Q2. When was the last storm that the City of Mount Dora activated a debris removal contractor?
Can the City of Mount Dora please provide the final quantities of items performed for that
specific storm?**

A2. Hurricane Ian 2022.

- **Load and haul vegetation debris to FD 0-15mi in the quantity of 8,773.8CY.**
- **Removal of hazardous trees 6-12.99 in quantity of one (1).**
- **Removal of hazardous trees 49+ in qty. of one (1).**

**Q3. Does the City of Mount Dora have a current Debris Monitoring firm under contract? If so,
who is the monitoring firm and are they required to utilize digital ticketing software?**

A3. Yes. The firm is Debris Tech and they are required to utilize digital ticketing software.

Q4. Will an annual contract price increase based on Consumer Price Index (CPI) be allowed?

A4. Yes. We will allow an annual increase in accordance with Consumer Price Index for All Urban Consumers (CPI-U) with a cap of 5 %.

Q5. Does the City of Mount Dora intend on holding the 10% retainage on the pass through tipping fee invoices?

A5. No.

Q6. How many self-loader hauling units (example: One Truck equipped with one 85 cy capacity bed) will the city and/or the city authorized monitoring firm be able to measure and certify per day?

A6. It typically takes DebrisTech 5 to 10 minutes to certify a truck and enter it into their system. They have certified 60 in one day and could do more if needed.

~~~~~  
~~~~~  
Signature acknowledges receipt and understanding of this Addendum.

 Tia Laurie, Corporate Secretary
Name/Title

May 13, 2024

Date

State of Florida

Department of State

I certify from the records of this office that CERES ENVIRONMENTAL SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on November 6, 2020, effective July 31, 1995.

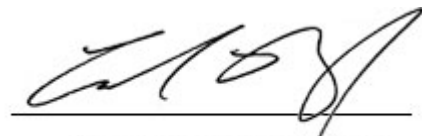
The document number of this corporation is P20000086640.

I further certify that said corporation has paid all fees due this office through December 31, 2024 and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelfth day of February, 2024*




Secretary of State

Tracking Number: 7511825279CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

SARASOTA COUNTY BUSINESS TAX RECEIPT

ACCOUNT NO.

2023-24

THIS TAX DOES NOT ASSURE QUALITY OF WORK OR CONFIRM THAT REGULATORY OR ZONING REQUIREMENTS HAVE BEEN MET. IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE.

990010096621

MACHINES ROOMS SEATS EMPLOYEES

6

BUSINESS TYPE

002301 CONTRACTOR - LICENSED

BUSINESS ADDRESS 6968 E PROFESSIONAL PKWY
SARASOTA uninc, FL 34240

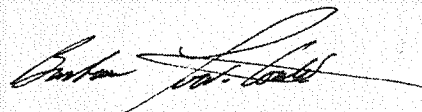
PAID-6101865.0001-0001 HSP 09/20/2023 11.81

CERES ENVIRONMENTAL SERVICES
3825 85TH AVE N
BROOKLYN PARK MN 55443

ACTIVE

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

VALID UNTIL 09/30/24



BARBARA FORD-COATES, TAX COLLECTOR
101 S. Washington Blvd. | Sarasota, FL 34236
941.861.8300, option 3 | Info@SarasotaTaxCollector.com
www.SarasotaTaxCollector.com

SARASOTA COUNTY BUSINESS TAX RECEIPT

ACCOUNT NO.

2023-24

THIS TAX DOES NOT ASSURE QUALITY OF WORK OR CONFIRM THAT REGULATORY OR ZONING REQUIREMENTS HAVE BEEN MET. IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE.

990010096621

MACHINES ROOMS SEATS EMPLOYEES

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BUSINESS ADDRESS 6968 E PROFESSIONAL PKWY
SARASOTA uninc, FL 34240

PAID-6101865.0001-0001 HSP 09/20/2023 11.81

CERES ENVIRONMENTAL SERVICES
3825 85TH AVE N
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BARBARA FORD-COATES, TAX COLLECTOR
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941.861.8300, option 3 | Info@SarasotaTaxCollector.com
www.SarasotaTaxCollector.com

INFORMATION ONLY: REMOVE OR FOLD BEHIND BEFORE POSTING RECEIPT

THIS RECEIPT IS FURNISHED PURSUANT TO FLORIDA STATUTE CHAPTER 205
AND SARASOTA COUNTY ORDINANCE 91-084, AS AMENDED.

The law requires this receipt to be displayed conspicuously at the place of business so that it is open to the view of the public and available for inspection. Upon failure to do so, the business shall be subject to the payment of another full tax for the same business, profession or occupation.

Payment is due each year by September 30th. Payment after September 30th is delinquent and subject to a penalty of 10% for the month of October, plus an additional 5% penalty for each month thereafter. The total delinquency penalty shall not exceed 25% of the tax. A 25% penalty is imposed on any person engaged in any new business, occupation or profession without first paying a Sarasota County Business Tax.

This receipt is for a business tax only. It does not permit the person/business to violate any existing regulatory or zoning laws of the state, county or cities, nor does it exempt the business from licenses or permits that may be required by law. This receipt does not assure the quality of work.

All businesses in Sarasota County are responsible for complying with the Sarasota County mandatory recycling ordinance.

Business Taxes are subject to change according to law.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MCINTYRE, DAVID A

CERES ENVIRONMENTAL SERVICES INC
6968 PROFESSIONAL PARKWAY EAST
SARASOTA FL 34240

LICENSE NUMBER: CGC1508764

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates LLC 2727 Grand Prairie Parkway Waukegan IA 50263		CONTACT NAME: Jeffrey Whitworth PHONE (A/C, No, Ext): 801-532-5976 E-MAIL ADDRESS: jwhitworth@holmesmurphy.com		FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Zurich American Insurance Company		16535
INSURED Ceres Environmental Services Inc. 6371 Business Boulevard Suite 100 Sarasota, FL 34240		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 847395263**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contr Liab Per ☒ Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y		GLO183855304	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP184004604	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto Phy Damage \$ ACV less ded
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WC183855404	9/1/2023	9/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP #24-PW-002: "EMERGENCY DEBRIS COLLECTION, HAULING AND DISPOSAL SERVICES."

City of Mount Dora is an Additional Insured on General Liability as required by written contract with the insured, per policy terms and conditions.

General Liability, Automobile & Workers Compensation policies include a provision that a 30-day notice of cancellation will be furnished to the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**City of Mount Dora
Mount Dora FL

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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JOINT WRITTEN ACTION OF THE BOARD OF DIRECTORS AND SHAREHOLDERS OF CERES ENVIRONMENTAL SERVICES, INC.

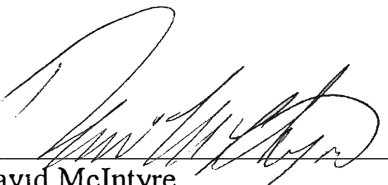
The undersigned, being the sole member of the Board of Directors and the sole shareholder of Ceres Environmental Services, Inc., a Florida corporation (the "Corporation"), does hereby adopt the following resolution in writing effective as of the 1st day of November, 2021:

WHEREAS, the Corporation desires to prepare and submit proposals and bids in response to various government solicitations, requests for bids, and requests for proposals and the Corporation desires to grant the authority to the President of the Corporation, David McIntyre, to sign and submit such bids on behalf of the Corporation,

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, BE IT:

RESOLVED, that Ceres Environmental Services, Inc. grants David McIntyre, President of the Corporation, the authority to sign and bind the Corporation in matters related to the preparation and submittal of bids and responses to requests for proposals to government entities and agencies.

IN WITNESS WHEREOF, the undersigned Board of Directors and Shareholders have set their hands effective as of the day first written above.



David McIntyre
Sole Director and Sole Shareholder
Ceres Environmental Services, Inc.



Tia Laurie
Secretary of Corporation
Ceres Environmental Services, Inc.

JOINT WRITTEN ACTION OF THE BOARD OF DIRECTORS AND SHAREHOLDERS OF CERES ENVIRONMENTAL SERVICES, INC.

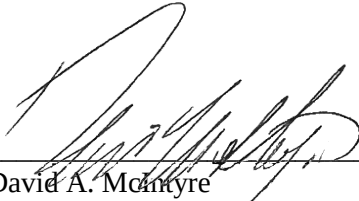
The undersigned, being the sole member of the Board of Directors and the sole shareholder of Ceres Environmental Services, Inc., a Florida corporation (the "Corporation"), does hereby adopt the following resolution in writing pursuant to Florida Statutes effective as of the 13th day of October 2021:

WHEREAS, the Corporation desires to prepare and execute contract documents including but not limited to addendums, change orders, notices to proceed and task orders, and the Corporation desires to grant the authority to the Corporate Secretary, Tia Laurie, to sign and execute such contractual documents on behalf of the Corporation,

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, BE IT:

RESOLVED, that Ceres Environmental Services, Inc. grants Tia Laurie, Corporate Secretary, the authority to sign and bind the Corporation in matters related to the execution of contractual documents.

IN WITNESS WHEREOF, the undersigned Board of Directors and Shareholders have set their hands effective as of the day first written above.



David A. Monkyre
President and Sole Director/Shareholder



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

DATE: July 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Lease Agreement with Baker - GC Development, LLC for City Wellness Center

Introduction:

This is a request for City Council to approve a Lease Agreement with Baker - GC Development, LLC for the Employee Wellness Center.

Discussion:

Since 2010, the City of Mount Dora has leased the 1,600 sf in office space at 2110 N. Donnelly Street, Suite 200 for the Employee Wellness Center (Attachment #1). The original lease was for three (3) years with automatic extensions. The Landlord has requested the City enter into an updated Lease Agreement.

The original rental was a tiered payment with the final year being \$25,038.00 per year with 3% increase thereafter. The City paid the lease for 2023 in the amount of \$33,648.98.

The new rental agreement will be \$44,440.51 per year for the first year (\$10,791.53 difference). There is \$1,111.01 in rent in addition to the base rent negotiated for the use of the tenant space since December 2023 as the lease agreement was being reviewed. Rent will increase 6% each year thereafter.

Note: The original and signed version is on file with City.

Budget Impact:

Funding for the building lease is budgeted GL# 510-5555-580-44-01.

Current rent: \$33,648.98

New rent: \$44,440.51 (first year)

Strategic Impact:

GOAL 3: Fiscal Resources / Human Resources

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

Recommendation:

City Council approve the updated Lease Agreement with Baker - GC Development, LLC.

Attachment(s):

1. Wellness Ctr Baker GC Development Lease Agreement (Final Signed by Owner)6-19-24

Prepared by:	Misty Sommer, Director of Economic Development & Public Information	
Reviewed by:	Rita Meade, Finance Director	Approved - 6/7/2024
	Matthew Dodson, Budget Officer	Approved - 6/7/2024
	City Attorney, City Attorney	Approved - 6/7/2024
	Jeanann Hand, City Clerk	Approved - 6/7/2024
	Vince Sandersfeld, City Manager	Final Approval - 6/19/2024

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WITNESSETH:

That in consideration of the covenants and conditions herein contained and in consideration of the rents herein reserved to be paid by the Tenant, the Landlord does hereby covenant, stipulate, and agree to and with the Tenant as follows:

2. Term. The initial term of this Lease shall be for five (5) years commencing on the Commencement Date (as defined below) and ending at 11:59 p.m. on the day before the first anniversary of the Commencement Date ("Initial Term"). Annual Rent will increase by six percent (6%) of Base Rent each year upon the same terms and conditions provided hereunder. Thereafter, this Lease shall be automatically renewed for One (1) One (1) year term ("Additional Term") upon the same terms and conditions as are provided hereunder unless the Tenant gives notice in writing of its intent not to renew the Lease for the Additional Term at least ninety (90) days before the expiration of the then-current term.

4. Rent. The Base Rent for the first year of the Initial Term is Forty-Four Thousand, Four Hundred Forty Dollars and Fifty-One Cents (\$44,440.51) plus sales tax (if

applicable) and will be due upon execution of this Lease Agreement. For the first year only, Tenant shall also pay an additional \$1,111.01 in rent in addition to the Base Rent upon execution of this Lease Agreement. (The \$1,111.01 sum is a one-time payment and will not figure into renewal rent increases.) All rental payments shall be made to the Landlord at the Post Office Box 748, Mount Dora, FL 32756, and shall be made without any offset or deduction. For each additional term following the Initial Term, the annual rent shall be payable in advance on the first (1st) day each additional term commences. Each year following the Initial Term when the Lease renews, the annual rent for the next ensuing year during any Additional Term shall increase by six percent (6.0%) of the preceding year's rent (based on Base Rent). Should Tenant fail to pay Landlord within five (5) days of when due any installment of rent or other sum paid hereunder, Tenant will pay Landlord on demand a late charge of five percent (5.0%) of the delinquent amount. Failure to pay such late charge upon demand shall be an event of default hereunder.

5. Security Deposit. Waived

6. Use. The Tenant may use the Premises solely for any legal operation consistent with local, state, and federal laws including the land use and zoning ordinances affecting the property. Landlord acknowledges that Tenant is entering into this Lease for the sole purpose of operating the Premises as a medical clinic.

7. Restriction on Use. Tenant shall not use the Premises in any manner that will result in a cancellation of any fire or extended coverage insurance policy, even if such use may further the Tenant's business purposes. Tenant shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the Premises, and shall comply with all requirements of the insurers applicable to the Premises necessary to keep in force the fire and liability insurance. Should any of Tenant's actions upon the property cause the Landlord's insurance to increase as a result of Tenant's business then Tenant shall immediately upon notice from Landlord pay to Landlord the increase amount caused by Tenant's business practices or cease such actions.

8. Waste, Nuisance, or Unlawful Activity. Tenant shall not allow any waste or nuisance on the Premises. Tenant shall neither use nor occupy the Premises or any part thereof for any unlawful, disreputable, or ultra-hazardous business purpose, nor operate or conduct its business in a manner constituting a nuisance of any kind. Tenant shall immediately, on discovery of any unlawful, disreputable, or ultra-hazardous use, take action to halt such activity.

9. Compliance with Laws. The Tenant shall promptly and fully comply with all laws, rules, ordinances, and regulations of any and all duly constituted authorities having jurisdiction, concerning, or affecting the Premises and the operations of the Tenant's business thereon.

10. Easements, Agreements, or Encumbrances. The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the Premises, and Landlord shall not be liable to Tenant for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

11. NNN Expenses. None

12. Casualty Insurance. The Landlord, shall at all times during the term of this Lease and any renewal or extension thereof, maintain fire and extended coverage insurance on the Building of which the Premises are a part in a company or companies licensed and authorized to do insurance business in the State of Florida. Tenant shall maintain its own insurance on tenant improvements, plate glass and sign coverage, personal property and General Liability insurance and Tenant shall add Landlord as an additional insured on Tenants Insurance policies at no cost to Landlord. Should any of Tenant's actions upon the property cause the Landlord's Insurance to increase as a result of Tenant's business then Tenant shall immediately upon notice from Landlord pay to Landlord the increase amount caused by Tenant's business practices or cease such actions.

13. Waiver of Subrogation. Landlord and Tenant agree to have all fire and extended coverage casualty insurance which may be carried by either of them endorsed with a clause providing that any release from liability of or waiver of claim for recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder. Without limiting any release or waiver of liability or recovery contained in any other provision of this Lease, but rather in confirmation and furtherance thereof, Tenant waives all claims for recovery from Landlord for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collected under such insurance policies.

14. Licenses and Permits. The Tenant shall pay for all licenses and permits required by law for the operation by the Tenant of its business on the Premises during the continuance of the term of this Lease or any renewal or extension thereof, and the Landlord shall not be liable or responsible for any part thereof.

15. Alterations, Additions, and Improvements.

(a) Tenant may at any time during the Lease term, subject to the conditions set forth below, with Landlord approval and at its own expense, make any alterations, additions or improvements in and to the Premises. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the Building on the Premises, or change the purpose for which the Building, or any part thereof, may be used.

(b) Conditions with respect to alterations, additions or improvements are as follows:

(i) Before commencement of any work, all plans and specifications shall be filed with and approved by all governmental departments or authorities having jurisdiction and any public utility company having an interest therein, and all work shall be done in accordance with requirements of local regulations. The plans and specifications for any alteration, addition, or improvement must be submitted to Landlord for written approval prior to commencing work. Landlord shall not unreasonably withhold its consent to any alterations.

(ii) Prior to the commencement of any work, Tenant shall pay the amount of any increase in premiums on insurance policies provided for herein because of endorsements to be made covering the risk during the course of work. Tenant may provide its own Builder's Risk Insurance during alterations and renovation which may satisfy Landlord's concerns within this paragraph. Tenant shall add Landlord as an additional insured at no cost to Landlord.

(c) All alterations, additions, and improvements on or in the Premises at the commencement of the term, and that may be erected or installed during the term, shall become part of the Premises and the sole property of the Landlord.

16. Repairs and Maintenance. Tenant shall, at all times during the Lease and at its own cost and expense, maintain the interior of the Premises including the complete HVAC system, walls, plumbing, and electrical system. Tenant shall regularly change the HVAC air filters and keep them in good order and state of repair. Tenant shall provide its own replacement light bulbs, light fixtures, and air conditioning filters. Landlord shall, at its own cost and expense, make all structural repairs and maintain and repair the roof, the exterior of the Premises, the corridors, other areas used in common with other tenants, and the parking area, if any, provided by Landlord for use by Tenant and other tenants of the Building in good order and state of repair. Tenant shall be responsible for structural repairs necessitated by any improvements or alterations made to the Premises by the Tenant and for any repairs to the exterior, the corridors, common areas or parking areas caused by the negligence or willful misuse by the Tenant, its agents, employees, or invitees.

If Tenant fails to make the repairs or replacements required to be made by Tenant hereunder, the Landlord may make the same at the expense of Tenant provided that the Landlord give the Tenant notice of any required repairs or replacements and a reasonable opportunity to make the same. Such expense shall become due as additional rent and shall be paid by Tenant immediately without demand. Notwithstanding the provisions hereof, in the event repairs which Tenant is required to make hereunder become immediately necessary in order to avoid possible injury or damage to persons or property, Landlord shall be entitled to make such repairs without giving notice.

17. Parking. The privileges are exclusively reserved for authorized employees and clients on a first-come, first-served basis. No unauthorized vehicles are permitted to park overnight without the Landlord's express permission.

18. Quiet Enjoyment. The Landlord covenants and agrees that it has the full and unrestricted right and lawful authority to make and enter into this Lease. Tenant, upon paying said rent and other charges herein and otherwise fully and punctually performing all the other terms and conditions imposed on Tenant, shall and may peaceably and quietly have, hold, and enjoy the Premises hereby demised for the term aforesaid free from disturbance by the Landlord or anyone claiming by, through, or under the Landlord.

19. Access to Premises. Tenant shall permit Landlord or his agents to enter the Premises at any time without notice during normal business hours to inspect the Premises to

determine whether the Tenant is complying with the provisions of this Lease, and for the purpose of doing any other lawful acts necessary to protect the Landlord's interest in the Premises.

20. Indemnity.

(a) Landlord shall insure the Building, and its property therein against loss or damage by fire or other casualty.

(b) Tenant shall insure its property located in the Premises.

(c) Landlord and Tenant each hereby waive all rights to recovery against the other on account of loss or damage to each other's respective property located in the Premises. Landlord and Tenant further agree to have their respective insurance companies also waive their right of subrogation against the other party in connection with any damage covered by such policies, except damages resulting from the willful misconduct or gross negligence of the other party.

(d) Landlord and Tenant shall each maintain Commercial General Liability Insurance with respect to their respective obligations under this Lease including Bodily Injury, Death and Property Damage for a combined single limit of Two Million Dollars and Zero Cents (\$2,000,000). Tenant will provide Landlord with proof that Tenant has obtained satisfactory insurance coverage. Landlord will provide Tenant with proof that Landlord has obtained satisfactory insurance coverage.

(e) Provided timely written notice of a claim is received from the other party, Landlord and Tenant shall each during the Term hereof, indemnify and save the other party harmless from all loss and expense arising out of bodily injury, wrongful death or damage to property of third parties due to the intentional or negligent acts, errors or omissions of itself, its agents, employees, or representatives in, on or about the Premises or the Building. The provisions hereof do not and shall not relieve Landlord or Tenant of the responsibility or liability for the intentional or negligent acts, errors or omissions of itself, its agents, employees or representatives which cause injury or death to persons or damage to property in, on or about the Premises or the Building. Tenant's liability to Landlord under this paragraph shall not include punitive damages or interest for the period before judgment. Further, this indemnity provision is not intended as a waiver of Tenant's right of sovereign immunity. The value of this indemnification is limited by the limits set forth Fla. Stat. s. 768.28(5).

(f) Tenant shall be permitted to utilize a program of self-insurance for all or any portion of the minimum limits required hereunder.

21. Destruction of Premises. In the event the Premises shall be destroyed or damaged by fire or other casualty during the terms of this Lease, to the extent so that said Premises shall be unfit, in whole or in part, for the occupancy thereof by Tenant, the Landlord shall have the right to rebuild and repair the Premises to substantially conform to the Premises as were in existence prior to the damage or destruction, and to apply the proceeds of insurance obtained by

Landlord or provided by Tenant against the costs thereof; provided that in the event Landlord elects not to restore or rebuild said Premises that Landlord shall furnish to Tenant written notice of such election not to proceed within ninety (90) days of the date of damage or destruction to said Premises or as soon thereafter as reasonably possible. In the event Landlord elects not to restore or rebuild within the time provided for herein, then this Lease shall terminate as of the date of damage or destruction and Tenant shall vacate the Premises within thirty (30) days from date of such notice.

In the event of the restoration or rebuilding, Landlord shall make every effort to commence work no later than one hundred and twenty (120) days after the event of such damage or destruction. In the event the work may not commence within one hundred twenty (120) days after the event of such damage or destruction, and by fault other than the Landlord's, Landlord agrees to prosecute the work diligently to begin work within a reasonable time of the date of the damage or destruction. The Landlord shall prosecute the work with diligence to completion, the same in any event to be completed within a reasonable time.

In the event of total destruction of the Building improvements or such damage thereto as shall render the same unfit for the carrying on of Tenant's business on the Premises, the payment of rent shall cease until the Building is rebuilt. Rental shall again commence in full if and when the improvements shall have been substantially completed.

In the event of partial destruction or such damage that the business of Tenant may continue to be carried on without substantial interruption, and with or without temporary repair, the rent shall continue and not be abated.

In the event of the partial destruction or damage to the Premises so that the business of Tenant may be carried on but with substantial impairment, the rent shall be adjusted prorata to abate that part of the rent attributable to the unfit portion for that period of time.

22. Condemnation. If the whole of the Premises shall be taken for any public or quasi-public use under any statute by right of eminent domain, or if any part of the Premises is so taken and the part not so taken is insufficient for the operation of Tenant's business, this Lease and the term granted by it shall cease and expire as respects the entire Premises on the date when possession shall be given by Tenant. All rents and other charges shall be prorated and paid to that date, and Landlord shall refund to Tenant all rents and other charges paid by Tenant in respect of any periods subsequent to such date. The Landlord shall be entitled to all proceeds of any condemnation; provided, however, that this provision shall not prohibit Tenant from prosecuting by separate action against the condemning authority any claim it may have for business damages.

23. Mechanics Liens. The Tenant shall not do or suffer anything to be done whereby the Land and Building of which the Premises are a part may be encumbered by any mechanics lien, and shall, whenever and as often as any mechanics lien is filed against the said Land and Building purporting to be for labor or materials furnished or to be furnished to the Tenant, discharge the same of record within thirty (30) days after the date Tenant receives notice of filing. Notice is hereby given that the Landlord shall not be liable for any labor or materials furnished or to be furnished to the Tenant upon credit, and that no mechanics or other lien for any such labor

or materials shall attach to or affect the reversionary or other estate or interest of the Landlord in and to the Land and Building of which the Premises herein demised are a part. If requested by Landlord, Tenant shall execute a Memorandum and Short Form of this Lease, which shall be recorded giving this notice.

24. Subordination. This Lease is and shall be subject and subordinate in all respects to any and all mortgages and major leases (i.e., ground leases, overriding leases and underlying leases) now or hereafter placed upon the Land or Building or both, and the provisions hereof shall be self-operating and no further instrument of subordination shall be required.

The liability of the Landlord shall exist only so long as it is the owner of the fee or the leasehold of the subject real estate, and such liability shall not continue or survive after transfer of ownership of said fee or leasehold by Landlord. Tenant shall look only to Landlord's estate and property in the Land and the Building (or the proceeds thereof) for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of Landlord or its partners or principals, disclosed or undisclosed, shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Premises.

In the event of transfer of Landlord's interest, either voluntarily or involuntarily, then upon request of the Landlord's successor, Tenant will attorn to Landlord's successor and will execute such instruments as may be necessary or appropriate to evidence such attornment.

25. Assignment, Sublease, or License. Tenant shall not assign or sublease the Premises, or any right or privilege connected therewith, or allow any other person except agents and employees of Tenant to occupy the Premises or any part thereof without first obtaining the written consent of Landlord, such consent shall be at the absolute and complete discretion of Landlord and Landlord in no way shall be obligated to consent to such action. A consent by Landlord shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by Tenant shall be void and shall terminate the Lease at the option of Landlord. The interest of Tenant in this Lease is not assignable by operation of law without the written consent of Landlord, such consent shall be at the absolute and complete discretion of Landlord and Landlord in no way shall be obligated to consent to such action. For the purpose hereof, the transfer of a majority of the issued and outstanding capital stock of any corporate Tenant, or of a majority of the total interests of any partnership Tenant, however accomplished, shall be deemed to be an assignment of this Lease, requiring consent of Landlord.

26. Default or Breach. Each of the following events shall constitute a default or breach of this Lease by Tenant:

(a) If Tenant shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

322
323 (b) If involuntary proceedings under any bankruptcy law or insolvency
324 act shall be instituted against Tenant, or if a receiver or trustee shall be appointed for all or
325 substantially all of the property of Tenant, and such proceedings shall not be dismissed or
326 the receivership or trusteeship vacated within twenty (20) days after the institution or
327 appointment.

328
329 (c) If Tenant shall fail to pay Landlord any rent or additional rent when
330 the rent shall become due and shall not make the payment within ten (10) business days
331 after the date said rent shall be due.

332
333 (d) If Tenant shall fail to perform or comply with any of the conditions
334 of this Lease other than the nonpayment of rent and if the nonperformance shall continue
335 for a period of thirty (30) days after notice thereof by Landlord to Tenant, or, if the
336 performance cannot be reasonably had within the thirty (30) day period, Tenant shall not
337 in good faith have commenced performance within the thirty (30) day period and shall not
338 diligently proceed to completion of performance.

339
340 (e) If Tenant shall vacate or abandon the Premises.

341
342 (f) If this Lease or the estate of Tenant hereunder shall be transferred to
343 or shall pass to or devolve on any other person or party, except in the manner herein
344 permitted.

345
346 (g) If Tenant fails to take possession of the Premises within ten (10)
347 business days of the date that it obtains a certificate of occupancy for the Premises.

348
349 27. Remedies for Tenant's Default. If the Tenant shall make any default
350 hereunder, the Landlord shall have the following remedies in its sole discretion in addition to any
351 other remedies permitted at law or in equity:

352
353 (a) Bring suit for the breach which has occurred without affecting the
354 obligations of the parties to perform the balance of the Lease.

355
356 (b) Declare the entire rental for the balance of the term of this Lease due
357 and payable.

358
359 (c) Reenter the Premises without being liable for damage therefor, and
360 relet the property, or any part thereof, or operate the same, with or without the Tenant's
361 furnishings, for the balance of the term and receive rents therefore and apply the same first
362 to the payment of expenses of reasonable redecorating and making necessary repairs to the
363 Premises, attorneys fees, brokers' commissions, advertising and all other reasonable
364 expenses of the Landlord in reentering the Premises and reletting the Premises; and second,
365 to the payment of the rent hereunder.
366

(d) Terminate this Lease by giving the Tenant written notice of termination, which shall not excuse breaches of this Lease, which have already occurred. Termination may occur only by written notice.

28. Landlord's Right to Perform. Except as otherwise provided herein, if the Tenant fails to perform any of the covenants required to be performed by Tenant, and such failure continues after written notice as provided in paragraph 34 herein, then Landlord may, but shall not be required to perform such act or thing with respect to which Tenant is in default, at the expense of Tenant. Tenant shall repay such expense to Landlord. Any act or thing done by Landlord pursuant to the provisions hereof shall not be construed a waiver of any such default by Tenant or waiver of any covenant, term, or condition of this Lease, or of any other right or remedy of Landlord. Notice to Tenant shall not be required if the period for notice provided in paragraph 34 or any other paragraph of this Lease will jeopardize the Premises or the rights of the Landlord.

29. Interest, Penalties & Late Fees on Overdue Rent. Tenant shall owe Landlord a five percent (5%) late fee on any rent that Tenant pays to Landlord more than five (5) calendar days after its due date.

30. Attorney's Fees. In the case of the failure of either party hereto to perform and comply with any of the covenants and conditions hereof within the time herein specified, and the said rent, or damages for the breach of any covenant or condition, is enforced or collected by suit or through an attorney at law, whether suit be brought or not, the party so failing to perform and comply hereby agrees to pay to the other party hereto a reasonable sum of money for legal fees, attorneys fees, together with the costs, charges, and expenses of such collection or other enforcement of rights in any suit, or otherwise. The prevailing party in any such litigation shall be entitled to attorney's fees.

31. Waiver. The failure of either of the parties hereto in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof, or to exercise any remedy, privilege, or option herein conferred upon or reserved to such party, shall not operate and not be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option, or remedy, but the same shall continue in full force and effect.

32. Surrender of Possession. Tenant shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the Premises to Landlord free of sub tenancies, including all buildings, additions, and improvements constructed or placed thereon by Tenant, except movable trade fixtures, all in good condition and repair. Tenant shall, if not in default hereunder, remove its equipment, goods, trade fixtures and effects and those of all persons claiming by, through or under it, provided that such removal does not cause irreparable damage to the Premises. Any trade fixtures or personal property not used in connection with the operation of the Premises and belonging to Tenant, if not removed at the termination, and if Landlord shall so elect, shall be deemed abandoned and become the property of Landlord without any payment or offset therefor. Landlord may remove such fixtures or property from the Premises and store them at the risk and expense of Tenant if Landlord shall not so elect. Tenant shall repair and restore all damage to the Premises caused by the removal of

equipment, trade fixtures, and personal property. Tenant, if requested by Landlord, shall remove all business signs placed on the Premises by Tenant and restore the portion of the Premises on which they were placed in the same condition as when received.

33. Holding Over. The failure of Tenant to surrender the Premises on the termination of the Lease term, or any renewals thereof, and the subsequent holding over by Tenant, with or without the consent of Landlord, shall result in the creation of a tenancy at will at a monthly rental of 2.00 times the monthly rental existing for the last month of the Lease term payable on the first day of each month in which the Tenant holds over. Should a tenancy at will be created under the provisions of this section, the tenancy may subsequently be terminated by either party hereto by that party giving thirty (30) days written notice of the intention to terminate the tenancy to the other party to this Lease. This provision does not give Tenant any right to hold over at the expiration of this term, and all other terms and conditions of this Lease shall remain in force during any tenancy at will created by any holding over by Tenant.

34. Notices. All notices to be given with respect to this Lease shall be in writing. Notices may not be hand delivered. Notices may be sent by registered or certified mail postage prepaid and return receipt requested, FedEx or UPS to the party to be notified, to the addresses set forth above, or at such other address as either party may from time to time designate in writing.

Notices shall be deemed given when actually received; provided, however, notice if not sooner received shall be deemed to have been given three (3) days after it is deposited in the United States mail if deposited in the manner prescribed herein on the Next delivery date if by FedEx or UPS. Nothing herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process including eviction procedures.

35. Total Agreement; Applicable to Successors. This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and assigns of both parties.

36. Radon Gas Notification. The following notification is required by Section 404.056(8), Florida Statutes:

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

457 37. Applicable Law. This Lease shall be governed by and construed in
458 accordance with the laws of the State of Florida. If either party shall institute legal action, such
459 action shall be brought in Lake County, Florida.
460

461 38. Time of the Essence. Time is of the essence and in all provisions of this
462 Lease.
463

464 39. Severability. If any term or provision of this Lease shall to any extent be
465 held to be invalid or unenforceable under the applicable law, the remaining provisions of this Lease
466 shall not be affected thereby but shall remain in full force and effect.
467

468 40. Tenant's Property. Any property brought onto the Premises by the Tenant
469 shall be at the sole risk of the Tenant.
470

471 41. Hazardous Materials.

472 (a) Except for Hazardous Substances or other toxic materials kept or
473 used in the Premises in commercial quantities similar to those quantities usually kept on
474 similar Premises by others in the same business, profession or medical specialty, and which
475 are used and kept in compliance with applicable public health, safety and environmental
476 laws, Tenant shall not allow any Hazardous Substance, or other toxic material or medical
477 waste to be located in, on or under the Premises or allow the Premises to be used for the
478 manufacturing, handling, storage, distribution or disposal of any Hazardous Substance or
479 other toxic material.
480

481 (b) Tenant shall at all times and in all respects comply with all federal,
482 state or local laws, ordinances, regulations and orders applicable to the Premises or the use
483 thereof relating to industrial hygiene, the handling, storage and disposal or transportation
484 of any Hazardous Substance or toxic material. If Tenant breaches its obligations set forth
485 in the preceding sentence or the presence of hazardous material on the Premises caused or
486 permitted by Tenant results in the contamination of the Premises, the Building, the Land,
487 or any part thereof then, in any such event, Tenant shall indemnify and hold Landlord
488 harmless from and against any and all claims, judgments, damages, penalties, fines, costs,
489 liabilities or losses including reasonable attorney's fees which may arise during or after the
490 term of this Lease as a result of such contamination. Tenant's liability to Landlord under
491 the preceding sentence shall not include punitive damages or interest for the period before
492 judgment. Further, this indemnity provision is not intended as a waiver of Tenant's right
493 of sovereign immunity. The value of this indemnification is limited by the limits set forth
494 Fla. Stat. s. 768.28(5). Landlord and its agents or independent contractor shall have the
495 right, but not the duty, to inspect the Premises from time to time without notice to Tenant
496 and in such manner as will not unreasonably disturb or disrupt Tenant in order to permit
497 Landlord to determine whether Tenant is complying with the terms of this paragraph.
498

499 (c) Under no circumstances shall Tenant be responsible in any way for
500 any Hazardous Substances located in or on the Premises prior to Landlord's delivery of
501 possession of the Premises to Tenant, or for the presence of such Hazardous Substances in
502 or on the Premises the presence of which is not caused by Tenant. If Tenant becomes aware

of the presence of any Hazardous Substance in or on the Premises which presence is caused by Tenant (except for those Hazardous Substances or other toxic material brought, kept or used in the Premises by Tenant in commercial quantities similar to those quantities usually kept on similar Premises by others in the same business, and which are used and kept in compliance with applicable public health, safety and environmental laws) or if Tenant, or the Premises become subject to any order of any federal, state or local agency to repair, close, detoxify, decontaminate or otherwise cleanup the Premises, which order is a result of the sole actions of Tenant, Tenant shall, at its own cost and expense, carry out and complete any repair, closure, detoxification, decontamination or other cleanup of the Premises. If Tenant fails to implement and diligently pursue any such repair, closure, detoxification, decontamination other cleanup of the Premises, Landlord shall have the right, but not the obligation, to carry out such action and to recover all of the costs and expenses from Tenant.

d) Hazardous Substances as such term is used in this Lease means any hazardous or toxic substance, material or waste, regulated or listed pursuant to any federal, state or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and the Occupational Safety and Health Act. It also shall include petroleum products.

42. Business Machines and Mechanical Equipment. The Tenant shall not place weight-bearing items upon any floor or portions of any floor of the Premises exceeding whichever of the following is the lesser: (a) the floor load per square foot area which such floor was designed to carry; or (b) the floor load per square foot area prescribed by law or applicable regulations. Business machines and mechanical equipment permitted to be placed in or upon the Premises shall be placed and maintained by Tenant at its expense in settings sufficient in the Landlord's judgment to absorb and prevent vibration, noise and annoyance.

43. Common Areas. Tenant shall have the right of nonexclusive use, in common with others of driveways and footways and of such loading facilities as may be designated, from time to time, by Landlord; all to be subject to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord. All common areas and facilities not within the Premises, which Tenant may be permitted to use and occupy so long as Tenant does not unreasonably interfere with Landlord's (or any other tenant's) access to other areas of the Building.

44. Signs. All identification signs, awnings and/or other signs on the interior or exterior of the premises that Tenant may wish to install, place or erect must be approved in writing in advance by Landlord and be installed, maintained and removed by Tenant at Tenant's expense if directed to by Landlord at the end of the Lease.

45. Force Majeure. Anything in this Lease to the contrary notwithstanding, neither party shall be deemed in default of the performance of any provision or covenant of this

548 Lease if such performance shall be delayed or prevented by strike, war, act of God, or other cause
549 beyond the reasonable control of Landlord.

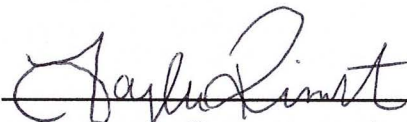
550
551 46. Eminent Domain. Landlord reserves to itself, and Tenant assigns to
552 Landlord, all rights to damages accruing on account of any taking or condemnation of any part of
553 the premises, or by reason of any act of any public or quasi-public authority for which damages
554 are payable. Tenant agrees to execute such instruments of assignment as may be required by
555 Landlord, to join with Landlord in any petition for the recovery of damages, if requested by
556 Landlord, and to turn over to Landlord any such damages as may be recovered in any such eminent
557 domain proceeding.

558
559 47. Charges by Landlord. It is further understood and agreed between the
560 parties hereto that any charges against the Tenant by the Landlord for services or for work done
561 on the premises by order of the Tenant or otherwise accruing under this Lease shall be considered
562 as rent due and shall be due and payable in full on the next rent payment date following the date
563 on which such charges are incurred. Any such charges not paid by Tenant when due shall bear
564 interest from the due date thereof until paid at the highest rate allowable under the laws of the State
565 of Florida.

Remainder of this page is intentionally left blank

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto set their hands and seals, all as of the day and year first above written.

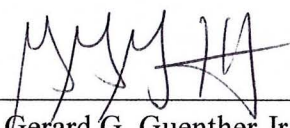
Signed, sealed and delivered
in the presence of:



Taylor Rinehart

Witness as to Landlord

LANDLORD
Baker – GC Development, LLC

By  _____
Gerard G. Guenther Jr., Manager

TENANT
City of Mount Dora

Witness as to Tenant

By: _____
Crissy Stile, Mayor

Attest:

Jeanann Hand, City Clerk

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

Patrick Brackins, City Attorney



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

DATE: July 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Vote to Designate a Voting Delegate for the Florida League of Cities Annual Conference Annual Business Session

Introduction:

This is a request for Council to designate a delegate to vote during the Florida League of Cities Annual Business Session.

Discussion:

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 15-17, 2024. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

The League asks that each municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 17**. Election of League leadership and adoption of resolutions are undertaken during the business meeting.

Voting delegate forms must be received by the League no later than **July 31, 2024**.

Budget Impact:

Conferences and training for employee and members of City Council are included in current budget.

Strategic Impact:

N/A

Recommendation:

Council designate a delegate to vote during the Florida League of Cities Annual Business Session.

Attachment(s):

1. 2024 Voting Delegate Memo

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Vince Sandersfeld, City Manager

Final Approval - 6/21/2024



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 10, 2024

Subject: 2024 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 15-17, 2024. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 17**. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will vote on matters affecting the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email erussell@flcities.com.
Voting delegate forms must be received by the League no later than July 31, 2024.

Attachments: Form Designating Voting Delegate



**2024 Annual Conference
Florida League of Cities, Inc.
August 15-17, 2024
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require each municipality to select one person to serve as the municipality's voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2024.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: erussell@flcities.com



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

DATE: July 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Final Reading and Adoption of **Ordinance No. 2024-15**, Animals At Large Animals Prohibited, Leash Law

Introduction:

This is a request for City Council to approve the final reading of Ordinance No. 2024-15.

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. The City Council, at their regularly scheduled meeting held on June 18, 2024, recommended approval of the First Reading of Ordinance No. 2024-15 and hold a hearing for the Second Reading and Final Adoption.

In reviewing all the changes over the past two years, staff learned that when the City outsourced animal control to the Lake County Sheriffs Office, several City animal related ordinances were repealed. Due to recent resident complaints and response from the Lake County Sheriffs Office, it was determined adopting the Lake County Code for nuisance would allow our Police Department to enforce the County's Code in the event the Sheriff's office was not available, or a violation occurred in front of one of our officers. This ordinance would provide the City with an additional level of protection for our residents, visitors and business owners.

Lake County has a nuisance animal code.

Lake County Code Sec. 4-27. Nuisance animals.

(a) It is a violation of this section for the owner of any animal to fail to exercise sufficient

care and control of his or her animal and the animal commits any of the following acts:

- (1) Runs at large, other than hunting dogs in authorized areas during authorized hunting seasons;

Section 4-3 - Definitions of the Lake County Code defines “at large” as follows:

At large means any animal not under proper restraint or the direct control, custody, charge or possession of the owner.

The goal of the proposed City Ordinance is to give our staff an enforceable, clearly defined law to protect our residents, visitors and business owners.

Budget Impact:

There are no budget impacts associated with this program. The cost of related services are included in the City's Animal Control of the Mount Dora Police Department.

Strategic Impact:

Public Safety

Recommendation:

The City Council approve the Final Reading of Ordinance No. 2024-15.

Attachment(s):

1. Attachment 1 Ordinance Impact Estimate (leash law)
2. Attachment 2 Legal Ad Publication
3. Ordinance 2024-15 Leash Laws (Final) rev

Prepared by: Vince Sandersfeld, City Manager

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

Approved - 6/24/2024

Approved - 6/24/2024

Final Approval - 6/24/2024

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: 2024-15

ORDINANCE TITLE: Leash Law At-Large Animals

**DEPARTMENT: Planning and Development
Mount Dora Police Department**

**MEETING DATE: June 18, 2024
July 2, 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:
 - An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: None;
 - Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible: None;
 - 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.
Cost: None Revenues from Fees: None
 - A good faith estimate of the number of Businesses likely to be impacted by the Ordinance: None.
 - Additional applicable information:
Administrative Action
-
-

N/A A Fiscal Impact Estimate is **NOT** necessary because the proposed Ordinance is enacted pursuant to one of the following:

- Florida Statutes, Chapter 163, part II, relating to growth policy, county planning and land development regulation, including zoning, development orders, development agreements and development permits.
- Florida Statutes, Section 553.73, relating to the Florida Building Code
- Florida Statutes, Section 633.202, relating to the Florida Fire Prevention Code
- Florida Statutes, Sections 190.005 and 190.046, regarding a community development district.
- The issuance or refinancing of debt.
- To comply with a federal or state law or regulation.
- To adopt a budget or budget amendments, including revenue sources necessary to fund the budget.
- To adopt an Emergency Ordinance pursuant to applicable law.
- To implement a contract or agreement.
- Is related to procurement.

**NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2024-15
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2024-15. The final public hearing on the ordinance will be held on Tuesday, July 2, 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 2024-15 is as follows:

ORDINANCE NO. 2024-15

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA AMENDING THE CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 8, ANIMALS, SECTION 8-5; PROVIDING FOR CONCURRENT ENFORCEMENT OF CHAPTER 4, LAKE COUNTY CODE OF ORDINANCES; PROVIDING LEGISLATIVE FINDINGS AND INTENT; 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: June 21, 2024

ORDINANCE NO. 2024-15

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA AMENDING THE CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 8, ANIMALS, SECTION 8-5; PROVIDING FOR CONCURRENT ENFORCEMENT OF CHAPTER 4, LAKE COUNTY CODE OF ORDINANCES; PROVIDING LEGISLATIVE FINDINGS AND INTENT; 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, Ordinance 2022-16, effective October 1, 2022, approved and adopted Chapter 4 of the Lake County Code of Ordinances by reference, and provided that Lake County is authorized to provide Animal Control Services and enforcement of Chapter 4, Lake County Code of Ordinances, regarding animal control, within the municipal boundaries of the City of Mount Dora; and

WHEREAS, Ordinance 2022-16 is codified as Section 8-5 of the City of Mount Dora Code of Ordinances; and

WHEREAS, concurrent with its adoption of Chapter 4, Lake County Code of Ordinances, via Ordinance 2022-16, the City of Mount Dora expressly repealed its then-existing animal control enforcement ordinances; and

WHEREAS, effective October 1, 2022, the City of Mount Dora, Lake County, and the Lake County Sheriff's Office entered into an Interlocal Agreement for Animal Control Services (the "Interlocal Agreement"), wherein the Sheriff's Office is authorized to conduct animal control investigation and enforcement services within the City of Mount Dora pursuant to Chapter 4, Lake County Code of Ordinances as adopted by the City; and

WHEREAS, Section 4-3 of the Lake County Code of Ordinances defines an Animal Control Officer as "any law enforcement officer . . . whose duties, in whole or in part, include aiding in the enforcement of . . . any other law relating to the licensure of animals, control of animals, dangerous dogs and animals, or seizure and impoundment of animals, and who is authorized to investigate, on public or private property, alleged violations of this chapter;" and

WHEREAS, under Chapter 8 of the City of Mount Dora Code of Ordinances, and by virtue of its police powers, law enforcement officers of the City of Mount Dora Police Department retain the authority over licensure of animals and are authorized to conduct investigations on public and private property within the municipal boundaries of the City of Mount Dora; and

WHEREAS, neither Chapter 4 of the Lake County Code of Ordinances nor the Interlocal Agreement prohibit law enforcement officers of the City of Mount Dora from investigating and assisting the Sheriff in the enforcement of the effective animal control regulations within the City of Mount Dora; and

WHEREAS, there is a clear threat to the public health, safety and welfare to the residents and guests of the City of Mount Dora from ‘At Large Animals’ which are not under ‘Proper Restraint,’ as those terms are defined under Section 4-3 of the Lake County Code of Ordinances; and

WHEREAS, an animal not under ‘Proper Restraint’ or direct control, custody, charge or possession of the owner of the animal, which constitutes an ‘At Large Animal,’ is prohibited by the Lake County Code of Ordinances and City of Mount Dora’s Code of Ordinances; and

WHEREAS, the prohibition on ‘At Large Animals’ is commonly referred to as a leash law or leash regulation, requiring that animals be leashed, i.e. under ‘Proper Restraint,’ when not on or within the owner’s private property, at set forth in Section 4-27 of the Lake County Code of Ordinances; and

WHEREAS, public confusion exists within the City of Mount Dora regarding whether the City of Mount Dora has a leash law or leash regulation and whether law enforcement officers of the City of Mount Dora have the authority to enforce or assist the Sheriff in enforcing Chapter 4 of the Lake County Code of Ordinances within the municipal boundaries of the City of Mount Dora; and

WHEREAS, the City wishes to clarify that Chapter 4 of the Lake County Code of Ordinances, including its prohibitions on ‘At Large Animals’ and its requirement that animals be under ‘Proper Restraint’ is fully adopted, applicable and enforceable within the City of Mount Dora; and

WHEREAS, law enforcement officers of the City of Mount Dora have concurrent authority to investigate, assist the Sheriff in investigating violations, and enforce Chapter 4 of the Lake County Code of Ordinances within the City of Mount Dora in cooperation with the Sheriff; and

WHEREAS, Section 8-5 of the City of Mount Dora Code of Ordinances shall be amended to reflect that the City’s law enforcement officers have concurrent authority under Chapter 4 within the municipal boundaries of the City of Mount Dora, and to further reflect that the City of Mount Dora has leash regulations which prohibit ‘At Large Animals’; and

WHEREAS, nothing in this ordinance conflicts with Chapter 4, Lake County Code of Ordinances, or the Interlocal Agreement and this amendment shall be interpreted as consistent therewith.

Note: Underlined words of this constitute the new text of the City of Mount Dora Code of Ordinances, asterisks (***) indicate an omission from the original text of the Code of Ordinances,

City of Mount Dora, which is intended to remain unchanged, and ~~striketrough~~ constitutes deletions from the original Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF 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. AMENDING CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 8, ANIMALS, SECTION 8-5. Section 8-5, City of Mount Dora Code of Ordinances, is amended as follows:

Sec. 8-5. County ordinance to apply.

Chapter 4 of the Lake County Code of Ordinances, as amended from time to time, is approved and adopted by the City of Mount Dora and shall be enforced within the municipal boundaries of the City of Mount Dora. Lake County and the Lake County Sheriff is are authorized to provide animal control services and enforce the animal control provisions of the Lake County Code in the incorporated limits of the City of Mount Dora. Chapter 4 of the Lake County Code of Ordinances and each and every subsequent amendment, addition and revision thereto, is approved and adopted by the City of Mount Dora for Lake County to use and enforce within the incorporated limits of the city. The City of Mount Dora and law enforcement officers of the City of Mount Dora have concurrent power and authority to assist Lake County and the Lake County Sheriff's Office, to investigate, and to enforce Chapter 4 of the Lake County Code of Ordinances, as adopted herein, within the City's municipal boundaries.

Sections 4-3 and 4-27 of the Lake County Code of Ordinances, prohibiting animals from running at large and requiring proper restraint of animals, as those terms are defined therein, are adopted and fully enforceable within the boundaries of the City of Mount Dora. "Proper Restraint" is defined in Section 4-3 of the Lake County Code of Ordinances and generally requires that animals be leashed at all times when not "[s]ecurely and humanely confined within a house, vehicle, building, fence, crate, pen, or other enclosure to prevent escape."

Those sections, as well as all other sections of Chapter 4, Lake County Code of Ordinances, are fully adopted within the City of Mount Dora as referenced herein.

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 the City of Mount Dora Code of Ordinances, Chapter 8-5, as set forth above, shall be codified in the City of Mount Dora Code of Ordinances.

B. The sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the City of Mount Dora Code of Ordinances.

C. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 5. SAVINGS CLAUSE. All prior actions of the City pertaining to the City of Mount Dora Code of Ordinances, Chapter 8, Animals, as well as any and all other applicable matters set forth herein, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. 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 7. 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 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING: June 18, 2024

SECOND READING: July 2, 2024

PASSED AND ADOPTED this 2nd day of July, 2024.

[Signatures on Following Page]

Ordinance No. 2024-15

Page 4 of 5

Crissy Stile, Mayor

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
City of Mount Dora



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

DATE: July 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request approval of First Reading of **Ordinance No. 2024-13**, Transmittal Comprehensive Plan Text Amendment

Introduction:

This is a request for City Council to approve first reading of Ordinance No. 2024-13 for Transmittal to State Department of Economic Opportunity and hold hearing for seconding reading and adoption

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

Discussion:

Pursuant to Florida Statutes, Section 166.041(4) Attachment #1 is the completed Ordinance Business Impact Estimate. The legal advertisement for the adoption public hearing is included in Attachment #2.

To ensure properties within the Employment Center land use designation are developed in accordance with the Wolf Branch Innovation District Implementation Plan, staff is seeking to amend the Comprehensive Plan to eliminate PUDs as a permissible district within the Employment Center land use designation. Eliminating PUDs as an option within the Employment Center land use category will require properties to develop according to the WBI-E and WBI-G zoning districts established in the Land Development Code. This will ensure the Employment Center land use category is developed consistently throughout the Wolf Branch Innovation District.

Also, a building height cap included and how buildings are measured within this land use category.

The sequence of events leading to the presentation to the City Council are as follows: The Planning and Zoning Commission (PZC), acting as the Local Planning Agency at their regularly scheduled meeting held on June 20, 2024, recommended approval of the Comprehensive Plan Text Amendment.

Processing an Expedited State Review Amendment takes approximately 4 to 6 months to complete the process of review by the State Land Planning Agency (163.3187 F.S.). An Expedited State Review Amendment requires a public hearing before the Local Planning Agency (Planning and Zoning Commission) and two public hearings before the City Council. Upon adoption, the City submits a copy of the amendment to the Department of Economic Opportunity. Amendments become effective 31 days after the Department of Economic Opportunity determines the adopted amendment package is complete (subject to no Petition being filed by an affected party).

Budget Impact:

There are no budgetary impacts to the City relative to the processing of the Comprehensive Plan Text Amendments.

Strategic Impact:

Comprehensive Plan Amendments are consistent with the Growth Management and Economic Development Goals of the City. GOAL 1: Economic Development.

Recommendation:

The City Council approve the First Reading of Ordinance No. 2024-13 for Transmittal to State Department of Economic Opportunity and hold a hearing for the second reading and adoption.

Attachment(s):

1. Attachment 1 Ordinance Impact Estimate
2. Attachment 2 Legal Ad Publications
3. Ord 2024-13 Comp Plan Text Empl Ctr Future Land Use (Transmittal Hearing)7-2-24

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

Approved - 6/24/2024
Approved - 6/24/2024
Final Approval - 6/24/2024

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: 2024-13

**ORDINANCE TITLE: Comprehensive Plan Text Amendment
Employment Center Future Land Use Category**

DEPARTMENT: Planning and Development

MEETING DATE: July 2, 2024 (Transmittal Hearing)

Fiscal Impact:

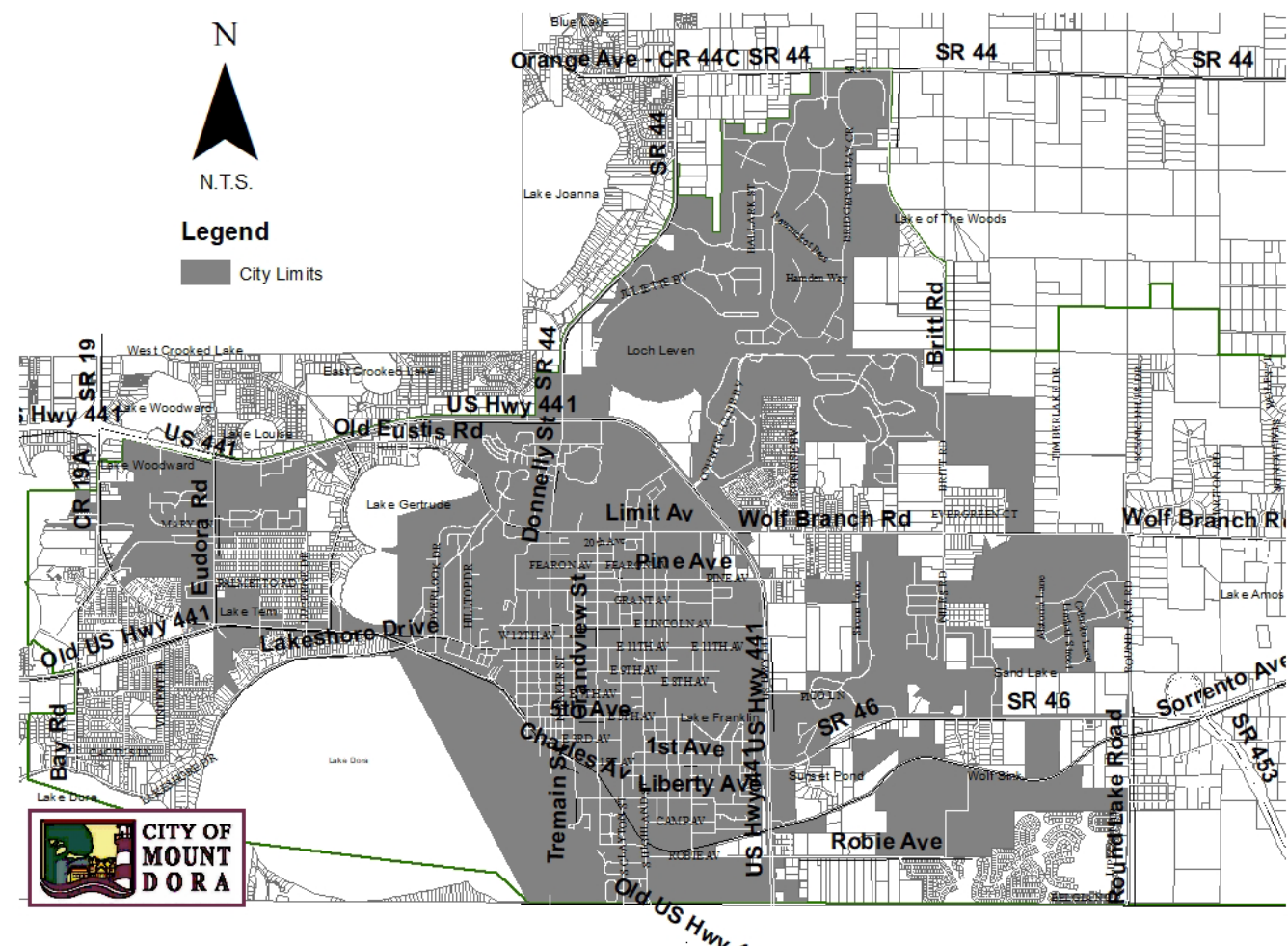
- An estimate of the direct economic impact of the proposed ordinance on private for-profit businesses (the “Businesses”) in the City’s jurisdiction, including the following, if any:
 - o An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: _____;
 - 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.

NOTICE OF PUBLIC HEARING
COMPREHENSIVE PLAN TEXT AMENDMENT
CITY OF MOUNT DORA, FLORIDA

The City Council of the City of Mount Dora, Florida will hold a public hearing at **6:00 p.m. on Tuesday, July 2, 2024** at City Hall, 510 North Baker Street, Mount Dora, Florida to consider transmittal of changes to the City’s Comprehensive Plan. The changes include text amendments to the Comprehensive Plan to revised the Employment Center Future Land Use category of the Future Land Use Element. These amendments affects land (shaded areas) within the City of Mount Dora as shown in the map below:



The title and substance of the ordinance is as follows:

ORDINANCE NO. 2024-13

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045 BY PROVIDING REVISIONS TO THE EMPLOYMENT CENTER FUTURE LAND USE CATEGORY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF THE PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENT; PROVIDING FOR TRANSMITTAL OF AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, LEGAL STATUS OF PLAN AMENDMENT AND INCORPORATION INTO COMPREHENSIVE PLAN.

This Amendment may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Interested parties may appear at the meeting and be heard with respect to the proposed Comprehensive Plan Amendments and 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.

Notice: If any person decides to appeal any decision 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 records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department 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.

Title in 18 point
2 column, 10.5 inch; Non-legal
Publish: June 21, 2024

**NOTICE OF PUBLIC HEARING
COMPREHENSIVE PLAN TEXT AMENDMENTS
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the Planning and Zoning Commission designated as the Local Planning Agency of the City of Mount Dora, Florida proposes to consider changes to the City's Comprehensive Plan (Text Amendment). The changes include revisions to the Employment Center Future Land Use category of the Future Land Use Element. The Local Planning Agency public hearing will be held on **Thursday, June 20, 2024 at 10:00 p.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of the ordinance is as follows:

**AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA,
PERTAINING TO THE FUTURE LAND USE ELEMENT TEXT
AMENDMENT TO THE CITY OF MOUNT DORA COMPREHENSIVE
PLAN 2045; TO REVISED EMPLOYMENT CENTER FUTURE LAND
USE CATEGORY; PROVIDING FOR LEGISLATIVE FINDINGS AND
INTENT; PROVIDING FOR APPROVAL OF COMPREHENSIVE PLAN
TEXT AMENDMENT; PROVIDING FOR TRANSMITTAL OF
AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF
ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE;
PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S
ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE,
LEGAL STATUS OF PLAN AMENDMENT AND INCORPORATION
INTO COMPREHENSIVE PLAN.**

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.

For questions or comments, please email planningcomments@cityofmountdora.com

Published (Legal Notice): June 7, 2024

ORDINANCE NO. 2024-13

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045 BY PROVIDING REVISIONS TO THE EMPLOYMENT CENTER FUTURE LAND USE CATEGORY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF THE PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENT; PROVIDING FOR TRANSMITTAL OF AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, LEGAL STATUS OF PLAN AMENDMENT AND INCORPORATION INTO COMPREHENSIVE PLAN.

WHEREAS, the City of Mount Dora is committed to planning and managing the future growth of the City; and

WHEREAS, Florida Statutes, Section 163.3167 requires that the City of Mount Dora maintain a Comprehensive Plan to guide its future development and growth; and

WHEREAS, the City of Mount Dora has the authority to amend its Comprehensive Plan pursuant to Chapter 163, Part II, Florida Statutes; and

WHEREAS, the purpose of this Ordinance is to amend the City of Mount Dora Comprehensive Plan to provide revisions to the Employment Center Future Land Use Category; and

WHEREAS, the City of Mount Dora Planning Commission has been duly designated as the Local Planning Agency of the City and in such capacity held a duly noticed public hearing on June 20, 2024, to receive public comments on the proposed text amendment to the City of Mount Dora Comprehensive Plan 2045; and

WHEREAS, on July 2, 2024, the City Council conducted a duly noticed public hearing to consider the public comments and receive the recommendations of the Planning Commission; and

WHEREAS, the City of Mount Dora has complied with all requirements and procedures under Florida law in adopting the subject element to the City of Mount Dora Comprehensive Plan 2045.

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. Approval of Comprehensive Plan Text Amendment. The City of Mount Dora Comprehensive Plan 2045, enacted by Ordinance No. 2020-04 on June 16, 2020, is hereby amended to include revisions to Future Land Use Element Policy 4.g(12) - Employment Center as shown in **Exhibit “A,”** attached hereto and made a part hereof.

NOTE: Within **Exhibit “A,”** underlined words constitute additions to the City of Mount Dora Comprehensive Plan 2045, ~~striketrough~~ constitutes deletions from the original, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

SECTION 3. Transmittal of Amendments. The City Manager or a designee thereof is hereby directed to transmit the amendments to the City of Mount Dora Comprehensive Plan 2045 to all necessary reviewing agencies pursuant to Florida Statutes, Section 163.3184.

SECTION 4. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as are 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 effectual and prudent.

SECTION 5. Savings Clause. All prior actions of the City of Mount Dora pertaining to the City of Mount Dora Comprehensive Plan 2045, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. Non-Codification and Scrivener’s Errors. The provisions of this Ordinance shall not be codified in the City of Mount Dora Code of Ordinances. 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.

SECTION 7. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 8. Severability. If any Section or portion of a Section of this Ordinance 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 Ordinance.

SECTION 9. Effective Date, Legal Status of Plan Amendment and Incorporation into Comprehensive Plan.

A. The effective date of the Comprehensive Plan Amendments adopted by this Ordinance shall be 31 days after the Florida Department of Economic Opportunity notifies the City that the plan amendment package is complete or, if timely challenged, the date the Florida Department of Economic Opportunity or the Administration Commission enters a final order

determining the adopted amendments to be in compliance as set forth in Florida Statutes, Section 163.3184.

B. Upon the effective date of the Comprehensive Plan Amendments adopted by this Ordinance, said Amendments shall be incorporated into the City of Mount Dora Comprehensive Plan 2045 and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

FIRST READING: _____

SECOND READING: _____

PASSED AND ADOPTED this ____ day of _____ 2024.

CRISSY STILE, MAYOR
CITY OF MOUNT DORA

ATTEST:

Jeanann Hand, City Clerk
City of Mount Dora

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

Patrick Brackins, City Attorney
City of Mount Dora

EXHIBIT “A”
Future Land Use Element – Policy 4.g.(12)

TEXT AMENDMENT FLUE POLICY 4.g(12)
EMPLOYMENT CENTER
CITY OF MOUNT DORA
COMPREHENSIVE PLAN
GOALS, OBJECTIVES AND POLICIES

Note: Underlined words constitute additions to existing text, asterisks (***) indicate omitted parts which are intended to remain unchanged.

FUTURE LAND USE ELEMENT

GOAL: To promote, protect and improve the public health safety, general welfare and retain the quaint character of Mount Dora in a controlled growth environment while protecting the welfare and aesthetics of the community through the provision of appropriate land uses. These uses are designed to preserve the natural and cultural resources of the community, to ensure that public facilities and services are provided concurrent with the impacts of development so that level-of-service standards are maintained.

OBJECTIVES:

4. To encourage the prevention and elimination of uses inconsistent with the community’s character and Future Land Uses through the implementation of Land Development Regulations.

Policies:

- g. The following density and intensity standards are established for each land use category depicted on the Future Land Use Map Series:

- (12) **Employment Center:** This category provides for a variety of office uses, light industrial, multi-family residential, and limited commercial uses that support office uses. This category is intended to accommodate employment development which exhibits a high level of site and building amenities to include extensive landscaping, plazas and pedestrian/employee-friendly gathering areas, central building entrances, enhanced building and site security features, and accessory uses included within the building footprint. This Future Land Use Category shall be located on collector and arterial roadways to minimize traffic on local streets and to provide convenient access to transit facilities, and should be located in proximity to urban residential uses. With the exception of hotels and motels, and land within the Gateway District defined below, no more than twenty percent (20%) of the floor area shall be allocated to commercial uses. Of the 20% floor area,

only commercial uses that support this category shall be permitted, such as restaurants, cafes, associated retail/wholesale, daycares or shops located within an office park or office building. Office parks may utilize these allocations within the boundary of the office park. It is the express intent of this provision to prohibit highway-oriented commercial uses except as provided for within the Gateway District. Developments within this Category are not subject to Commercial Location Criteria. ~~Zoning applications within the Employment Center Future Land Use Category must be accompanied by a site/master plan as set forth in the Land Development Regulations. Such plans shall address, at a minimum, buffering, setbacks, lighting and building height, to ensure compatibility with adjacent uses.~~ Design standards shall be provided in the Land Development Regulations that ensure that Employment Center development is compatible with adjoining properties. Standards shall include, but not be limited to, building style, design and scale; exterior building materials; roof design and construction; building size and placement; site furnishings; fences and entrance features; and the size and location of service areas. Projects shall be designed with a minimum of fifteen percent (15%) of the net buildable area as open space. A floor area ratio (FAR) of up to a maximum 1.0 will be allowed by right. The Land Development Regulations may provide for an FAR up to 2.0 with certain exceptional design and performance criteria. The maximum Impervious Surface Ratio shall be 0.75.

Maximum Building Height for new developments within WBI-E and WBI-G zoning districts shall not exceed 100 feet. Building height shall be measured as follows: The vertical distance from the finished grade to the highest point of a flat roof or a mansard roof, or, for gable, hip and gambrel roofs or other pitched roofs, to the mean height level between the highest ridge and the highest eave connected to that ridge.

Note: It is not intended that application and enforcement of the paragraph set forth above prevent the establishment of, interfere with, alter, or remove any entitlements established or applied for prior to adoption of Ordinance 2024-14. Specifically, developments zoned PUD within the Employment Center category which were approved prior to adoption of Ordinance 2024-14 may develop in accordance with said approvals.

Employment Center Typical Uses Include:

- General office, including: research and development, health care, services, finance, insurance and real estate;
- Limited commercial retail trade uses that support office land uses;
- Light industrial uses such as manufacturing, wholesale trade, office/showroom, transportation, communications, electric, gas and sanitary services. Activities are limited to those without off-site impacts and take place primarily within an enclosed building;
- Day care facilities;
- Health Services, including in-patient care/hospitals;
- Civic uses;
- Religious organizations;
- Colleges, universities and professional schools;
- Public order and safety;
- Hotels and other lodging places; and

- Utilities.

~~Typical Uses Requiring a Conditional Use Permit (CUP)/Planned Unit Development (PUD):~~

~~Light industrial uses as provided above that take place primarily outside an enclosed building;~~

- ~~• Heliports; and~~
- ~~• Residential uses at a minimum of 8 dwelling units per acre, subject to a maximum of 25% of the Employment Center land area. Residential uses wholly contained within vertically mixed use buildings may occupy up to 50% of the Employment Center land area.~~

Prohibited Uses:

- Residential uses less than 8 dwelling units per acre;
- Single-use highway commercial uses;
- Heavy industrial uses; and
- Cross-dock truck dependent warehouse/distribution uses.

Gateway Sub-District

This designation is a sub-area within the Employment Center Future Land Use Category for the Wolf Branch Innovation District. (See FLU Map Series Map II-4). The Gateway is centered on the intersection of Round Lake Road and State Road 46. It is intended to establish a high quality, mixed-use built environment providing goods and services for the surrounding area. The design of the Sub-District shall exhibit a high level of walkability, with building placement and architectural design indicative of exemplary character. The resulting development should become the iconic impression of the Wolf Branch Innovation District.

~~All development proposals shall be required to pursue the Planned Unit Development zoning district.~~ Retail commercial uses shall be allowed to occupy up to 75% of a mixed-use development site. Residential uses at a minimum of 8 dwelling units per acre, may occupy up to 60% of any mixed-use site.

In addition to the permitted uses and development standards in the Employment Center, the following Gateway Sub-District criteria shall govern development proposals:

FAR	.35 Minimum	1.0 Maximum
Minimum Site Size	3 acres	



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

DATE: July 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request approval of First Reading of **Ordinance No. 2024-14**,
Land Development Code Amendment

Introduction:

This is a request for City Council to approve first reading of Ordinance No. 2024-14 and hold hearing for second reading and adoption.

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

Discussion:

Pursuant to Florida Statutes, Section 166.041(4) Attachment #1 is the completed Ordinance Business Impact Estimate.

Staff has drafted an ordinance which amends multiple sections of the LDC pertaining to PUDs. The intent is to establish development standards for PUDs to ensure developments seeking a PUD zoning district do not significantly deviate from city standards, in order to ensure compatibility between developments throughout the City. In addition, PUDs are no longer allowed within the WBI-E and WBI-G zoning districts.

Budget Impact:

Codification by the Municipal Code Corporation and legal notices for Land Development Code Amendment costs are estimated at \$2,000.

Strategic Impact:

GOAL 1: Economic Development

Recommendation:

City Council to approve First Reading of Ordinance No. 2024-14 and hold a hearing for second reading and adoption.

Attachment(s):

1. Attachment 1 Ordinance Impact Estimate
2. Ord 2024-14 LDC PUD Amendment (1st Reading) City Atty Reviewed

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

Approved - 6/24/2024
Approved - 6/24/2024
Final Approval - 6/24/2024

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: 2024-14

ORDINANCE TITLE: Land Development Code Amendment

DEPARTMENT: Planning and Development

**MEETING DATE: July 2, 2024
July 16, 2024**

Fiscal Impact:

- An estimate of the direct economic impact of the proposed ordinance on private for-profit businesses (the “Businesses”) in the City’s jurisdiction, including the following, if any:
 - o An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: _____;
 - o Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible _____; and
 - o Estimate of the City’s regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed to cover such costs.
Costs: _____ Revenues from Fees: _____
- A good faith estimate of the number of Businesses likely to be impacted by the Ordinance: _____.
- Additional applicable information:

X A Fiscal Impact Estimate is **NOT** necessary because the proposed Ordinance is enacted pursuant to one of the following:

- o Florida Statutes, Chapter 163, part II, relating to growth policy, county planning and land development regulation, including zoning, development orders, development agreements and development permits.
- o Florida Statutes, Section 553.73, relating to the Florida Building Code
- o Florida Statutes, Section 633.202, relating to the Florida Fire Prevention Code
- o Florida Statutes, Sections 190.005 and 190.046, regarding a community development district.
- o The issuance or refinancing of debt.
- o To comply with a federal or state law or regulation.
- o To adopt a budget or budget amendments, including revenue sources necessary to fund the budget.
- o To adopt an Emergency Ordinance pursuant to applicable law.
- o To implement a contract or agreement.
- o Is related to procurement.

ORDINANCE NO: 2024-14

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE RELATED TO WOLF BRANCH INNOVATION EMPLOYMENT (WBI-E), WOLF BRANCH INNOVATION GATEWAY (WBI-G), AND PLANNED UNIT DEVELOPMENT ZONING DISTRICTS WITH REVISIONS TO LAND USE CATEGORY AND ZONING DISTRICTS COMPATIBILITY AND SITE DESIGN STANDARDS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER I, OVERVIEW, SECTION 1.4 AND CHAPTER III, ZONING REGULATIONS, SECTION 3.4, ESTABLISHMENT OF ZONING DISTRICTS; 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 I, OVERVIEW AND CHAPTER III, ZONING REGULATIONS, ESTABLISHMENT OF ZONING DISTRICTS. The City of Mount Dora Land Development Code Chapter I, ‘Overview,’ and Chapter III, ‘Zoning Regulations’ are hereby revised and amended as follows:

Note: Underlined words constitute additions to existing text, ~~striketrough~~ constitutes deletions from existing text and asterisks (***) indicate omitted parts which are intended to remain unchanged.

CHAPTER I. – OVERVIEW

Section 1.4. Land use category and zoning district compatibility.

All development must be consistent with the city's comprehensive plan which establishes the basis and general guidelines for guiding and regulating land uses. The future land use map of the comprehensive plan should be reviewed to determine if the land use shown would allow the type of development contemplated. The land use categories and zoning districts permitted in each are as follows:

Land Use Category	Permitted Zoning Districts

Employment Center (FAR maximum 1.00. FAR up to 2.0 with bonus)	WBI-E, PUD
Employment Center Gateway Sub-District (FAR minimum 0.15 for parcels or lots existing as of May 31, 2021, that are less than 4 acres; and minimum 0.25 FAR for all other parcels of lots; and FAR maximum 1.00)	WBI-G, PUD

CHAPTER III. – ZONING REGULATIONS

Section 3.4. - Establishment of zoning districts.

3.4.5. *PUD Planned Unit Development District:*

2. *Permitted uses:*

- e. ~~New developments within the WBI-E and WBI-G zoning districts are required to following the preliminary and final master plan procedures of this section. The uses and standards shall be consistent with the underlying WBI-E and WBI-G zoning districts of this code. In these two zoning district the lands would be rezoned WBI-E or WBI-G zoning districts and include a final master plan outlining the conditions, minimum site area, uses, and standards at time of change of zoning. Amendments to an approved WBI-E or WBI-G final master plan follows the procedures of the PUD section.~~

4. *Site development standards.* Unless modified as provided for herein, the standards of conventional zoning districts and the design standards of this code shall apply. Revised standards may be approved for a PUD project to encourage creative development when the development proposal demonstrates increased protection of natural resources, improved living environment or increased efficiency of service delivery.

h. Site development standards may only be modified or deviated from the current zoning district or Land Development Code as follows:

1. Density. The maximum density shall not exceed the maximum density permitted within the underlying land use category.
2. Lot Standards. The minimum lot size and lot dimensions for residential and non-residential lots shall be consistent with the current zoning district but may be reduced up to 20%. If the current zoning district does not contain lot standards for the intended development, the lot standards of the closest applicable zoning district shall apply but may also be reduced by up to 20%.
3. Building Height. Maximum building height shall be consistent with the current zoning district but may be increased up to 20%. This provision shall not allow a building height greater than 35' within the Building Height Impact District as defined within the Mount Dora Code of Ordinances nor a building height greater than 25' within 100 feet of the normal high water control level of Lake Dora.
4. In no case shall the measurement of building height be modified, altered, revised, or changed as defined in this code for all zoning districts included PUDs. Building height shall be the vertical distance from the finished grade to the highest point of a flat roof or a mansard roof, or, for gable, hip and gambrel roofs or other pitched roofs, to the mean height level between the highest ridge and the highest eave connected to that ridge.
5. Open Space. A minimum of 35% of open space shall be provided unless the property is located within a redevelopment district. If the property is located within a redevelopment district, there shall be no minimum open space requirement.

6. Landscaping. Deviations to the landscaping and tree protection standards established in LDC Chapter 6.6 may only be granted with Planning and Zoning Commission approval. Deviations may only be considered if the proposed plan sufficiently demonstrates compliance with the intent of the landscaping provisions, as determined by the Planning and Zoning Commission.
7. Parking and Loading Area. Parking and loading area requirements shall be consistent with the Land Development Code requirements unless the Applicant produces alternative data demonstrating that a waiver to the code requirements will not adversely impact traffic circulation or demand for off-street parking spaces.

Section 3.4.15. *WBI-E Wolf Branch Innovation Employment and WBI-G Wolf Branch Innovation Gateway Districts.*

1. *Description of the districts.* The intent of the WBI-E and WBI-G districts are to provide for a variety of office uses, high-tech industrial, multi-family residential, and limited commercial uses that support office uses. These districts are intended to accommodate employment development which exhibits a high level of site and building amenities to include extensive landscaping, plazas and pedestrian/employee-friendly gathering areas, central building entrances, enhanced building and site security features, and accessory uses included within the building footprint. The development standards of the WB-E and WBI-G are calibrated to the varied existing development and desired future character for the property within these districts. If there are conflicts between these standards and standards contained elsewhere in the land development code, the standards in this division shall prevail. ~~The use of PUD master plan process of this code is required for the lands within the character area for new developments. The master plan allows for a mixture of permitted uses that a parcel's or lot's current underlying zoning district may not, and shall follow the underlying future land use classification. Establishment and assignment of the WBI-E and WBI-G districts shall follow the normal rezoning application process of this code.~~

5. *Process and application requirements.* ~~In addition to the requirements contained herein all new developments, shall be processed through the city's normal planned unit development (PUD) process of this code and WBI-E and WBI-G districts shall follow the uses and design standards of this section. The actual assignment of the zoning of lands shall be WBI-E or WBI-G and include a master plan outlining these standards, permitted uses, performance standards, architectural design, phasing plans and the development configuration. The master plan will establish the overall project development conditions. Following assignment of the WBI-E or WBI-G zoning district all other city review site plan and platting processes are required per this code. Amendments to an approved master plan shall be by resolution processed by the planning and zoning commission and city council per this code.~~

SECTION 3. IMPLEMENTATION OF ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary, and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed prudent.

SECTION 4. CODIFICATION AND SCRIVENER'S ERRORS.

A. The revisions to City of Mount Dora 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: _____ 2024

SECOND READING: _____ 2024

PASSED AND ADOPTED this ____ day of _____ 2024.

[SIGNATURES ON FOLLOWING PAGE]

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: July 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Adoption of **Resolution No. 2024-25**, Charter Review Committee Final Report

Introduction:

This is a request for City Council to adopt Resolution No. 2024-25, Approval of the Charter Review Committee Final Report. Request was tabled at the June 18, 2024, City Council meeting.

Discussion:

The City Council, at their regularly scheduled meeting held on June 4, 2024, accepted the recommendation and Tabled Resolution No. 2024-25 to the July 2, 2024, City Council meeting.

The fourth paragraph of Article II, Section 9 of the City of Mount Dora Charter states, "The City Council shall cause this Charter to be reviewed in 2011 and no less than once every 5 years thereafter, by ad hoc committee and the city attorney. The City Council may also cause the Charter to be reviewed as necessary at its discretion. The ad hoc committee shall be appointed no later than the first regularly scheduled council meeting of April. The report of the ad hoc committee shall be presented to the City Council no later than the second regularly scheduled council meeting of June."

At the April 2, 2024 Regular Session, City Council adopted Resolution No. 2024-12, appointing a Charter Review Ad Hoc Committee in accordance with provisions set forth in the City's current Charter. The 2024 Charter Review Committee met nine times, and at their final meeting on June 6th, unanimously approved the attached Charter Review Report which contains proposed changes to the Charter, and related general recommendations.

As stated in Resolution No. 2024-12, the 2024 Charter Review Committee shall automatically adjourn and terminate no later the next general election, to be held on November 5, 2024, or via subsequent resolution of the City Council of the City of Mount Dora, whichever comes first.

Upon adoption, the Charter Review Committee will be released of their responsibilities and the

City Attorney will prepare an Ordinance that will include referendum language to be placed on the ballot for the elections to be held on November 5, 2024.

Budget Impact:

An estimated cost of approximately \$4,000.00 for advertisement and codification from GL # 001-1120-512.48-01.

Strategic Impact:

Reviewing and updating the City of Mount Dora Charter periodically is in accordance with provisions set forth in the present Charter. Maintaining an up-to-date charter, which acts as a Constitution for the City, is important and supports all goals and objectives of the Strategic Plan.

Recommendation:

City Council adopt Resolution No. 2024-25, accepting the Charter amendments offered by the Charter Review Committee and propose the same to the registered voters of Mount Dora.

Attachment(s):

1. Reso No 2024-25 Charter Review Committee Report_FINAL
2. 2024 CRC FINAL REPORT 2024.06.12 with matrix fixes

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

Approved - 6/24/2024
Approved - 6/24/2024
Final Approval - 6/24/2024

RESOLUTION NO. 2024-25

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA RELATED TO THE 2024 CHARTER REVIEW COMMITTEE REPORT AND ADDENDUM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ACCEPTANCE OF THE REPORT AND ADDENDUM; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 166.031, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality, proposed amendments to its charter; and

WHEREAS, pursuant to the City of Mount Dora Charter, Section 9, the City Council shall cause its Charter to be reviewed, and thereafter, no less than once every five years; and

WHEREAS, on April 2, 2024, the City Council appointed the 2024 Charter Review Committee to begin reviewing the City Charter for necessary changes; and

WHEREAS, the 2024 Charter Review Committee reviewed, considered, studied and analyzed the City Charter and received public input during its multiple public meetings; and

WHEREAS, the 2024 Charter Review Committee convened for its final meeting on June 6, 2024; and

WHEREAS, the 2024 Charter Review Committee submitted its final report with recommendations to the City Council on June 18, 2024; and

WHEREAS, the City Council has considered all of the recommendations proposed by the 2024 Charter Review Committee; and

WHEREAS, the City of Mount Dora has determined that it is in the best interest of its citizens to accept the Charter amendments offered by the 2024 Charter Review Committee and propose the same to the registered voters of Mount Dora at the general elections, as specified therein, to be held on November 5, 2024.

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 findings are hereby adopted.

SECTION 2. Acceptance of Report. The City Council hereby accepts the 2024 Charter Review Committee Report attached hereto as Exhibit "A" (Report) and hereby instructs the City Manager and City Attorney to prepare the appropriate City ordinances in order to propose the

Resolution No. 2024-25

suggested Charter changes to the registered voters of Mount Dora at the general elections, as specified in the Report, to be held on November 5, 2024.

SECTION 3. Savings Clause. All prior actions of the City of Mount Dora pertaining to the 2024 Charter Review Committee and the Report and Addendum generated therefrom, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 4. 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 5. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. 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 7. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

(SIGNATURES ON FOLLOWING PAGE)

(REST OF THE PAGE LEFT INTENTIONALLY BLANK)

PASSED AND ADOPTED this 18th day of June 2024.

Crissy Stile, Mayor
City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk
City of Mount Dora, Florida

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, Florida

Resolution No. 2024-25

3

EXHIBIT “A”
2024 Charter Review Committee Report

Resolution No. 2024-25

4

CHAIR LYNN TIPTON
VICE CHAIR ADRIAN COOMBES
KEASHAWN “KAY” VOLMAR
GREGG JOSHUA HEMINGWAY
FRANCIS “FRANK” KIRWIN
OZELL WARD
THOMAS HUDSON



CITY OF MOUNT DORA

2024 CHARTER REVIEW COMMITTEE

FINAL REPORT

THE FINAL REPORT OF THE MOUNT DORA 2024 CHARTER REVIEW COMMITTEE PROPOSING TO AMEND THE MOUNT DORA CHARTER TO: PROVIDE A PREAMBLE; REMOVE THE PROHIBITION ON VOTING IF NOT PHYSICALLY PRESENT; ESTABLISH THE CHARTER REVIEW COMMITTEE IN JANUARY; CREATE A PROHIBITION OF INTERFERENCE BY CITY COUNCIL MEMBERS EXCEPT THROUGH THE CITY MANAGER; RECOGNIZE GENERAL ELECTIONS ARE HELD BIANNUALLY; INCREASE TERM LIMITS TO TWELVE (12) CONSECUTIVE YEARS; REPEAL AND REPLACE CHARTER LANGUAGE REGARDING THE FILLING OF COUNCIL VACANCIES AND HOLDING SPECIAL ELECTIONS; AND REQUIRING A SUPERMAJORITY VOTE OF COUNCIL – 5 MEMBERS – TO APPOINT OR REMOVE THE CITY MANAGER.

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SECTION I – COVER LETTER

City Hall
510 N. Baker St.
Mount Dora, FL 32757

Office of the City Manager
352-735-7126
Fax: 352-383-4801

Customer Service
352-735-7105
Fax: 352-735-2892

Finance Department
352-735-7118
Fax: 352-735-1406

Human Resources
352-735-7106
Fax: 352-735-9457

Planning and Development
352-735-7112
Fax: 352-735-7191

City Hall Annex
900 N. Donnelly St.
Mount Dora, FL 32757

Parks and Recreation
352-735-7183
Fax: 352-735-3681

Public Safety Complex
1300 N. Donnelly St.
Mount Dora, FL 32757

Police Department
352-735-7130
Fax: 352-383-4623

Fire Department
352-735-7140
Fax: 352-383-0881

Public Works Complex
1501 Robie Ave.
Mount Dora, FL 32757
352-735-7151
Fax: 352-735-1539

W. T. Bland Public Library
1995 N. Donnelly St.
Mount Dora, FL 32757
352-735-7180
Fax: 352-735-0074

Website:
www.cityofmoundora.com

CHAIR LYNN TIPTON
VICE CHAIR ADRIAN COOMBS
KEASHAWN "KAY" VOLMAR
GREGG JOSHUA HEMINGWAY
FRANCIS "FRANK" KIRWIN
OZELL WARD
THOMAS HUDSON



June 6, 2024

Dear Mayor and Council Members:

On behalf of the Charter Review Committee, we greatly appreciate the honor of serving together for this review. We met, discussed, reviewed research and listened to legal and municipal experts. While we did not have a large amount of public comments, we did read and listen to those comments shared with us. You will find our recommendations attached.

We also believe it is our responsibility to share recommendations beyond the charter itself, as the document is most successfully implemented and upheld through effective administration. We are sharing these points in the order of the charter's articles in the hope they will help the council and municipal government going forward.

Proposed preamble: having reviewed the preambles of other cities in Florida, we find that this declaration allows the citizens to state common beliefs, commitments and visions for Mount Dora.

Article II: We are in consensus that a town-hall style meeting, with public participation and comment, should be held by the

Council to discuss the options for electing a mayor under the Council-Manager form of government. The Committee discussed this with Mr. Ken Parker, Coordinator for the ICMA-FCCMA Senior Advisors Program. Whether directly electing the mayor, using a rotational election for a one- or two-year term, or electing the mayor from within the council may prove a timely and helpful discussion for the council and the public.

Further, the committee is making the recommendation for term limits to be extended to twelve years (12) due to the need for continuity in leadership and vision as Mount Dora experiences growth and development. We believe with the onset of Form 6, obtaining and retraining effective elected officials is paramount to our city's future and extending the term limits is an effective tool to achieve those goals.

In our discussion of the recommended non-interference clause charter amendment for the Council, the committee discussed that the city's employee policies and manual related to employee grievance procedures may need to be reviewed. We recommend that such a review, which would necessarily be undertaken by city staff under the manager per the non-interference clause, if adopted, may benefit from a discussion of whether an employee committee may be formed to hear employee grievances at an appropriate stage in the administrative proceedings.

Article IV: the committee spent a great deal of time discussing misinformation and the lack of public knowledge and understanding of the city's form of government and respective roles of its elected officials. We recommend a townhall-style workshop with public participation to go over these roles

thoroughly and to provide additional information on the city's website regarding the mayoral and council roles and responsibilities, and those of the charter officers and Clerk. Perhaps the workshop can be video recorded and maintained on the website for future access.

With respect to the non-interference clause recommended in this article, we further believe that if it is adopted by voters, it then necessitates education. When the council holds its organizational sessions following elections, the form of government, said roles and responsibilities, and role of the city manager should be fully discussed with new council members, and reviewed by existing council members.

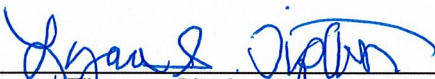
Article V: The committee spent time discussing the need for regular evaluative procedures to help the council and manager with key management strategies and goals. A performance matrix is recommended to assist the council and manager with discussions on effective and timely communications, sharing of information, goal implementation and other criteria. And, said matrix should be posted on the city's website for the public's education and understanding.

We appreciate the opportunity to share these recommendations in the spirit of improving Mount Dora's governance. It has been an honor to serve on this committee; we each took our charges seriously and have been deliberate in our review. We are available to discuss these recommendations in greater detail should that be desired.

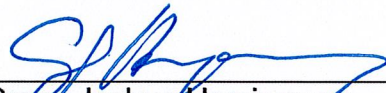
Sincerely,

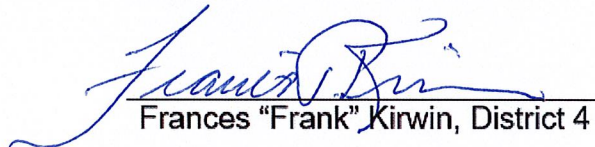


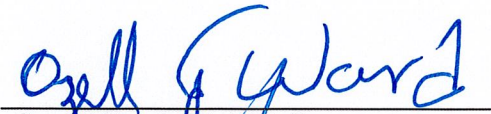
Sincerely,

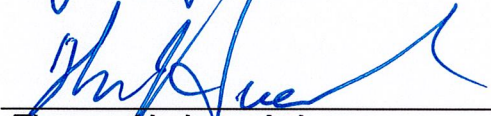

Lynn Tipton, Chairperson

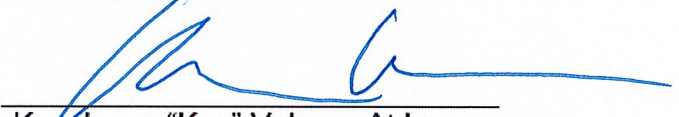

Adrian Coombes, Vice Chair


Gregg Joshua Hemingway,
District 1


Frances "Frank" Kirwin, District 4


Ozell Ward, District 5


Thomas Hudson, At Large


Kaeshawn "Kay" Volmar, At Large

SECTION II – INTRODUCTION

CITY OF MOUNT DORA
2024 CHARTER REVIEW COMMITTEE
INTRODUCTION

Following the establishment of the 2024 Charter Review Committee, pursuant to Resolution 2024-12, the Charter Review Committee held nine (9) public meeting on April 11, April 18, April 25, May 2, May 9, May 23, May 30, June 3, and Jun 6, 2024, to discuss the City’s Charter and make recommendations for City Council’s consideration. The Committee members include Lynn Tipton, Adrian Coombes, Keashawn “Kay” Volmar, Gregg Joshua Hemingway, Francis “Frank” Kirwin, Ozell Ward, and Thomas Hudson. Lynn Tipton was elected as chair of the Committee and Adrian Coombes was elected vice-chair. All meetings were publicly noticed, public comment was welcomed, and minutes were kept in accordance with Florida’s Sunshine and Public Records Laws.

At the first meeting, presentations were made by the City Attorney and Chair Tipton regarding charters generally, the charter review process, and Florida’s Sunshine and Public Records laws. Members were invited to identify those areas of the charter warranting further discussion. By consensus, the Committee decided to review the entire Charter by section. At its April 18, 2024 meeting the Committee reviewed Articles I and II of the Charter, and a great deal of discussion occurred regarding the creation of a preamble to the City’s Charter and the role of the Mayor. The Committee invited ICMA and FCCMA Senior Advisor Ken Parker to attend a future Committee meeting to discuss the various forms of municipal government and their respective advantages and disadvantages. Mr. Parker provided his presentation on May 9, 2024. The Committee reviewed Article III, regarding elections and vacancies, and Article IV, regarding the Mayor, on April 25, 2024. The Committee reviewed Article V, concerning the City Manager, and Articles VI and VII on May 2, 2024. Following its initial review of all sections of the Charter, the Committee discussed the various proposed amendments it had identified and drafts of proposed Charter Amendments were prepared by the City Attorney. On May 9, May 23, May 30, and June 3, the Committee went back through each section of the Charter, and narrowed and revised each of the proposed Charter Amendments presented in this Final Report. On June 3, 2024, the 2024 Charter Review Committee voted to propose eight (8) charter amendments to the City Council for its consideration to be placed on the ballot for the November general election. On June 6, 2024, the 2024 Charter Review Committee approved this Final Report for the City Council’s consideration. In addition to the proposed charter amendments, the cover letter to this Final Report contains further recommendations for the City Council to consider going forward.

SECTION III – AMENDMENTS RECOMMENDED BY 2024 CHARTER REVIEW COMMITTEE

Ballot Title, Summary and Proposed Amendment – Preamble

A. Introduction/Purpose.

This Charter amendment would create a preamble to the charter. Many other municipalities have preambles, but the City of Mount Dora’s charter does not. While the preamble does not create any specific rights or duties, it provides a statement of who Mount Dora is and its goals.

B. Ballot Proposal: The ballot title and question for Question #__ are as follows:

CREATING A PREAMBLE TO THE CHARTER OF THE CITY OF MOUNT DORA

Amending the charter by creating a preamble, stating the values, goals and purposes of the charter and acknowledging that Mount Dora is “SOMEPLACE SPECIAL.” This charter amendment does not create any new rights, duties, obligations, or prohibitions.

Budget Director’s estimated financial impact: _____.

_____ Yes

_____ No

C. Text Revisions: Part I, Preamble of the Mount Dora Charter is created. (Underline text is added to the charter).

PART I - PREAMBLE

We the people of the City of Mount Dora, Florida, under the constitution and laws of the State of Florida do hereby adopt this charter to secure the benefits of local self-government and provide for honest and accountable council-manager government. Mount Dora is “SOMEPLACE SPECIAL.” We seek to ensure that our history, arts, culture, quality of life and commitment to social equity endure. Our charter aspires to enshrine these values to preserve and strengthen all that is best about our City.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately _____, which represents _____.

Ballot Title, Summary and Proposed Amendment – Section 4

A. Introduction/Purpose.

This Charter amendment would remove the prohibition on members of the city council being able to cast votes *in absentia*. The pandemic and advances in technology have created the possibility of having members who are physically absent being able to fully participate in city council meetings. Removing the prohibition means that whether a member may participate and vote while not being physically present will be determined in the future by the general law of the State of Florida.

B. Ballot Proposal: The ballot title and question for Question #__ are as follows:

REMOVING THE PROHIBITION ON VOTING IN ABSENTIA

Amending the charter by removing the prohibition on city council members voting *in absentia*. This amendment will cause the determination of whether a member of the city council can participate and vote while not physically present will be determined by the general law of the State of Florida.

Budget Director's estimated financial impact: _____.

_____ Yes

_____ No

C. Text Revisions: Art. II., Sec. 4, is amendment, Preamble of the Mount Dora Charter is created. (Underline text is added to the charter and ~~striketrough~~ text is removed).

Art. II., Sec. 4

The city council shall consist of seven (7) members, including the mayor. The mayor shall be considered a member of the city council for all purposes. ~~Members of the city council may not cast votes in absentia.~~

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately _____, which represents _____.

Ballot Title, Summary and Proposed Amendment – Section 9(a) – Scheduling Charter Review

A. Introduction/Purpose.

This Charter amendment would amend when the charter review ad hoc committee would be formed and establish the year from when the review period would begin.

B. Ballot Proposal: The ballot title and question for Question #__ are as follows:

AMENDING THE MONTH FOR ESTABLISHING THE CHARTER REVIEW COMMITTEE

Amending Section 9, to establish the charter review committee in January instead of April, and to amend the year from which the establishment of the committee begins.

Budget Director's estimated financial impact: _____.

_____ Yes

_____ No

C. Text Revisions: Art. II., Sec. 9, amending the month establishing the charter review committee. (Underline text is added to the charter and ~~striketrough~~ text is removed).

Art. II., Sec. 9

The city council shall cause this charter to be reviewed ~~in 2014~~from 2024 no less than once every 5 years thereafter, by ad hoc committee and the city attorney. The city council may also cause the Charter to be reviewed as necessary at its direction. The ad hoc committee shall be appointed no later than the first regularly scheduled meeting of ~~April~~ January. The report of the ad hoc committee shall be presented to the city council no later than the second regularly scheduled council meeting of June.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately _____, which represents _____.

Ballot Title, Summary and Proposed Amendment – Section 9(b) – Non-Interference

A. Introduction/Purpose.

This Charter amendment would create a prohibition on members of the city council interfering with the administration of the City except through the City Manager. Many cities operating under the council-manager form of government have a charter provision prohibiting members of the city council from interfering with the operations of the City except through the City Manager. Creating this prohibition is consistent with best practices and the majority of other cities having this form of government. This amendment would also renumber Section 9.

B. Ballot Proposal: The ballot title and question for Question #__ are as follows:

RENUMBERING AND PROHIBITING CITY
COUNCIL MEMBERS FROM INTERFERING
WITH OPERATIONS EXCEPT THROUGH CITY
MANAGER

Amending Section 9, renaming section, renumbering, and adding a prohibition on city council members interfering with city operations except through the City Manager.

Budget Director's estimated financial impact: _____.

_____ Yes

_____ No

C. Text Revisions: Art. II., Sec. 9, creating Section 9(b), renaming section, and renumbering section. (Underline text is added to the charter and ~~striketrough~~ text is removed).

Art. II., Sec. 9

(a) Duties.

- (1) The city council shall, by resolution, annually adopt a budget which is consistent with state law, city policy and procedures, and generally accepted accounting principles.
- (2) The city council shall annually cause to be conducted an audit of the accounts and records of the City of Mount Dora. The audit shall be performed by an independent certified public accountant, who shall be engaged for a term of no longer than five

successive years, and who may not be engaged for an immediately successive term of any length following any five successive years, including any years served prior to the adoption of this provision. Upon receipt of the auditor's annual report, the city council shall adopt, by resolution, time parameters and procedures for the correction of all deficiencies noted in the auditor's annual report.

- (3) The city council shall create and maintain a codification of ordinances. The codification shall contain those ordinances designated by the city council in its sole and absolute discretion. The city council shall annually cause the codification established hereunder to be reviewed under the supervision of the city attorney. The city shall also periodically update the codification established hereunder. A report of the codification review shall be presented to the city council no later than the first regularly scheduled council meeting of August.
- (4) The city council shall cause this charter to be reviewed in 2011 and no less than once every 5 years thereafter, by ad hoc committee and the city attorney. The city council may also cause the Charter to be reviewed as necessary at its discretion. The ad hoc committee shall be appointed no later than the first regularly scheduled council meeting of April. The report of the ad hoc committee shall be presented to the city council no later than the second regularly scheduled council meeting of June.
- (5) The city council shall individually make appointments to all boards and ad hoc committees created by the city council based upon procedures from time to time be established by the city council.

(b) Prohibitions.

- (1) Interference with administration. Except for the purpose of inquiries and investigations authorized by the city council, the city council or its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager solely through the city manager; neither the city council nor its members shall directly issue orders to these staff members, publicly or privately. This provision shall not be construed to restrict individual councilmembers from actively monitoring city operations, including asking questions and engaging in discussions with the city manager regarding matters concerning supervised employees, and to offer opinions and recommendations on such matters. Suggestions for improvement in city government operations from individual council members shall be made through the city manager so that the city manager may coordinate efforts of all city departments to achieve the greatest possible savings through the most efficient and sound means available.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately _____, which represents _____.

Ballot Title, Summary and Proposed Amendment – Section 11– Biannual General Elections

A. Introduction/Purpose.

This Charter amendment corrects changes made to the election cycle in 2019 to reflect that general elections will be held biannually.

B. Ballot Proposal: The ballot title and question for Question #__ are as follows:

CORRECTING THE CHARTER TO REFLECT
GENERAL ELECTIONS ARE HELD
BIANNUALLY

Amending Section 11 to correctly reflect general elections are held biannually.

Budget Director's estimated financial impact: _____.

_____ Yes

_____ No

C. Text Revisions: Art. III, Sec. 11, amending to reflect biannual general elections. (Underline text is added to the charter and ~~striketrough~~ text is removed).

Art. III., Sec. 11

A general election shall be held ~~each year~~ biannually on the first Tuesday after the first Monday in November. Special elections, other than those expressly provided for herein, may be called for by the city council as the city council, in its sole and absolute discretion, deems necessary.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately _____, which represents _____.

Ballot Title, Summary and Proposed Amendment – Section 12– Renumbering and Increasing Term Limits

A. Introduction/Purpose.

This Charter amendment provides subheadings, brings the language up to date, and increases the term limits from eight (8) consecutive years to twelve (12) consecutive years.

B. Ballot Proposal: The ballot title and question for Question #__ are as follows:

INCREASING THE TERM LIMITS TO TWELVE
CONSECUTIVE YEARS AND ADDING
SUBHEADINGS

Amending Section 12 to increase the term limits to twelve (12) consecutive years, adding subheadings, and bringing language up to date.

Budget Director's estimated financial impact: _____.

_____ Yes

_____ No

C. Text Revisions: Art. III, Sec. 12. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Art. III., Sec. 12. Terms.

(a) Terms. The term of each city council office, including the office of the mayor, shall be four (4) years. However, all office holders shall continue in office until the office holder's successor is appointed or sworn to office, unless the office holder's office is declared vacant pursuant to this Charter. All elected councilmembers, including the mayor, shall assume office and be sworn at the first regularly scheduled meeting following certification of the election results.

(b) Staggered terms. All members of the city council, including the mayor, shall each serve staggered terms. In 2024 and every four years thereafter, the mayor, the representative of district 1, the representative of district 4, and the representative of district 5 shall be elected for a three (3) year term beginning in 2021 and thereafter, beginning in 2024, for four (4) year terms. In 2022 and every four years thereafter, the representative of district 2, the representative of district 3, and the at-large representative shall be elected for four (4) year terms beginning in 2022.

(c) Term limits. The mayor, any district representative, and the at-large representative may only serve ~~eight (8)~~ twelve (12) consecutive years ~~in the same position~~. The time served by a person appointed or elected to fill the remainder of a vacant position shall ~~not~~ be included in the ~~eight-year~~ twelve (12) year limitation.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately _____, which represents _____.

Ballot Title, Summary and Proposed Amendment – Section 17– Council Vacancies

A. Introduction.

This Charter amendment repeals and replaces the current Section 17 language regarding council vacancies in office and the holding of a special election to fill a council vacancy. The amendment further creates subheadings and reorganizes the language of the current charter regarding council vacancies and forfeiture from office.

B. Ballot Proposal: The ballot title and question for Question #__ are as follows:

REPLACING AND REORGANIZING CHARTER
LANGUAGE REGARDING COUNCIL
VACANCIES AND SCHEDULING SPECIAL
ELECTIONS

Amending Section 17 to clarify requirements for filling council vacancies and holding special elections, reorganizing section with subheadings.

Budget Director's estimated financial impact: _____.

_____ Yes

_____ No

C. Text Revisions: Art. III, Sec. 17. (Underline text is added to the charter and ~~striketrough~~ text is removed).

Art. III., Sec. 17. Vacancies.

~~The office of any councilmember, including the office of the mayor, who dies or resigns, or who is removed from office, or who is absent from four (4) consecutive regularly scheduled council meetings, shall be declared vacant by resolution of the remaining councilmembers. The office of any councilmember, including the office of the mayor, who is absent from four (4) nonconsecutive regularly scheduled council meetings during a calendar year, may be declared vacant by resolution of the remaining councilmembers. The office of any councilmember who is a district representative, and who establishes a permanent residence outside of the district which the councilmember represents, shall be declared vacant by resolution of the remaining councilmembers.~~

~~Should the office of any councilmember, including the office of the mayor, be declared vacant more than one hundred eighty (180) days prior to the first Tuesday after the first~~

~~Monday of the immediately following November, the city council shall call for a special election to fill the vacancy for the remainder of the term of the office vacated.~~

~~Should the office of any councilmember, not including the mayor, be declared vacant less than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the mayor shall appoint, with the approval of city council, an elector of the city, who is qualified to hold the particular office declared vacant, to fill the vacancy.~~

~~Should the office of the mayor be declared vacant less than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the vice mayor shall assume the office of the mayor. The council office held by the vice mayor shall be declared vacant and shall be filled in accordance with this section.~~

~~Any city council office, including the office of the mayor, filled by appointment pursuant to this section shall be open for election on the first Tuesday after the first Monday of the immediately following November, whereupon the office will be filled for the unexpired portion of the existing term or for a full term, whichever is applicable.~~

- (a) Vacancies. The office of any councilmember shall become vacant upon the member's death, resignation, removal from office in any manner authorized by law, or by forfeiture of office.
- (b) Forfeiture of office. A councilmember's forfeiture of office shall be declared by resolution of the remaining councilmembers under the following circumstances:
 - (1) By absence. A councilmember shall forfeit their office if the councilmember is absent from four (4) consecutive regularly scheduled council meetings without good cause as determined by the city council. The council may, in its discretion, declare a member's forfeiture if the councilmember misses four (4) non-consecutive meetings within a calendar year.
 - (2) By disqualification. Any councilmember who is a district representative shall forfeit their office upon establishing a permanent residence outside the district they represent.
- (c) Filling vacancies. A vacancy in the council other than the mayor's seat shall be filled by appointment of a qualified person by a majority vote of the remaining members of city council to serve until the next biannual general election, at which time the vacant position shall be filled by a vote of the electors for the remainder of the original term, if any. If the city council fails to appoint a successor to serve to the date of the next general election within sixty (60) days following the occurrence of the vacancy, the election authority shall call a special election to fill the vacancy, to be held as soon as practicable. If a vacancy in the office of the mayor occurs, the vice mayor shall assume the office of the mayor for the remainder of the mayor's original term, and the council

office held by the vice-mayor shall be filled in the manner provided in Section 7 of the Charter.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately _____, which represents _____.

Ballot Title, Summary and Proposed Amendment – Sections 20 and 21 – Appointment/Removal of City Manager - Super Majority

A. Introduction/Purpose.

This Charter amendment provides that the City Manager shall be appointed and removed by a super majority vote of the City Council, meaning five (5) members of the City Council must vote to appoint or remove the City Manager.

B. Ballot Proposal: The ballot title and question for Question #__ are as follows:

REQUIRING SUPER MAJORITY VOTE OF CITY
COUNCIL TO APPOINT OR REMOVE CITY
MANAGER

Amending Sections 20 and 21 to require a super majority vote of the city council, five (5) votes, to appoint or remove the City Manager.

Budget Director's estimated financial impact: _____.

_____ Yes

_____ No

C. Text Revisions: Art. V. Secs. 20-21. (Underline text is added to the charter and ~~striketrough~~ text is removed).

Art. V., Sec. 20. Appointment.

The city council shall, by a super majority (five (5) members) vote of the full council, appoint a city manager.

Art. V., Sec. 21. Removal.

The council may remove the city manager by a super majority (five (5) members) vote of the full council. However, upon demand by the city manager, a public hearing shall be held prior to a vote to remove the city manager. The public hearing shall be held, at a city council meeting, not earlier than fifteen (15) days nor more than thirty (30) days after the demand is served. The demand must be in writing and served upon the mayor. The city manager shall continue to receive full salary until removed from office.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately _____, which represents _____.

SECTION III – SPANISH TRANSLATIONS OF BALLOT TITLES AND SUMMARIES

(To be supplied following City Council Adoption)

SECTION IV – EXHIBITS

(Minutes of All Meetings of 2024 CRC; Presentations
Provided to CRC During Public Meetings; and Matrix of
All Proposed Charter Amendments)

EXHIBIT A - MINUTES

CALL TO ORDER

Having been duly advertised as required by law, at 3:00 p.m. City Attorney Patrick Brackins called to order the April 11, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

ROLL CALL WITH DETERMINATION OF QUORUM

Members Present

Keashawn “Kay” Volmar, Mayoral Appointee
Francis “Frank” Kirwin, Vice-mayoral Appointee
Gregg Joshua Hemingway, District 1
Lynn Tipton, District 2
Adrian Coombes, District 3
Ozell Ward, District 5
Thomas Hudson, At-large

Also Present

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

Committee members and staff introduced themselves.

ELECTION

A. Chairperson

MOTION BY MR. HEMINGWAY TO NOMINATE MS. TIPTON TO SERVE AS COMMITTEE CHAIRPERSON; MS. VOLMAR SECONDED THE MOTION. MS. TIPTON WAS ELECTED CHAIRPERSON BY A 7-0 ROLL CALL VOTE.

B. Vice-chairperson

MOTION BY MR. KIRWIN TO NOMINATE MR. COOMBES TO SERVE AS VICE-CHAIR; MR. HEMINGWAY SECONDED THE MOTION. MR. COOMBES WAS ELECTED VICE-CHAIR BY A UNANIMOUS VOICE VOTE.

PUBLIC PARTICIPATION

Chairperson Tipton opened public comment. No one spoke. Chairperson Tipton closed public comment.

CITY ATTORNEY REPORT-LEGAL REVIEW PRESENTATION

Mr. Brackins suggested the committee set their meeting schedule. He provided an overview of the committee’s duties and the timeline for their work to be completed. Mr. Brackins recommended the committee be prepared with their final report toward end of May. The Supervisor of Elections needs amendments to be received no later than August 23rd. Mr. Brackins explained requirements for amendment ballots.

Mr. Brackins reviewed Sunshine Law and Public Records laws, especially as they apply to the committee members.

NEW BUSINESS

A. Charter Overview

Meetings would take place on Thursday afternoons, beginning at 3:00 p.m., and lasting as long as necessary. Committee members discussed the method by which they would conduct the charter review. Ms. Tipton suggested members notify the City Clerk regarding absences.

Committee members were advised that material to be shared with the committee should be communicated through the City Clerk.

Ms. Tipton shared a presentation from the Florida League of Cities on the topic of Charters, which included information specific to the State of Florida and the City of Mount Dora.

The committee began a review of Articles I through VII to consider sections for possible amendment.

Committee members discussed considering form of government, Charter positions, length of term, Council size, the roles of Mayor and Vice-mayor, residency requirements for City positions, Council actions and minutes, non-interference charter provisions, and the City Manager role and evaluation.

The extent to which the Committee could suggest actions to Council was discussed.

Mr. Hemingway expressed interest in Initiative and Referendum (Article VI.)

ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATE

Chairperson Tipton worked with the committee to define their approach for continuing their review at future meetings. The committee acknowledged the meetings may sometimes exceed two hours. It was noted that public participation may occur at different times throughout the meeting. The committee discussed methods for obtaining public feedback.

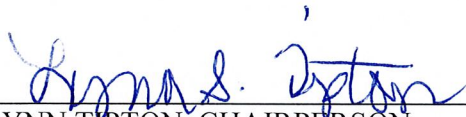
Chairperson Tipton asked committee members to confirm that the contact information appearing on the roster was correct.

Committee consensus would be sought for proposed Charter changes.

ADJOURNMENT

MOTION BY MR. COOMBES TO ADJOURN; MR. WARD SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 4:19 p.m.


LYNN TIPTON, CHAIRPERSON
2024 Charter Review Committee


JEANANN HAND, CITY CLERK
City of Mount Dora

**CITY OF MOUNT DORA, FLORIDA
CHARTER REVIEW COMMITTEE MINUTES
APRIL 18, 2024, 3:00 P.M.**

**Mount Dora City Hall
510 North Baker Street
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, at 3:00 p.m. Chairperson Tipton called to order the April 18, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

ROLL CALL WITH DETERMINATION OF QUORUM

Members Present

Lynn Tipton, Chairperson, District 2
Adrian Coombes, Vice-chair, District 3
Keashawn "Kay" Volmar, Mayoral Appointee
Francis "Frank" Kirwin, District 4
Gregg Joshua Hemingway, District 1
Ozell Ward, District 5

Also Present

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

Members Not Present

Thomas Hudson, At-large

APPROVAL OF MINUTES

A. April 11, 2024 Charter Review Committee Minutes

MOTION BY MR. KIRWIN TO APPROVE THE MINUTES FROM THE APRIL 11, 2024 CHARTER REVIEW COMMITTEE MEETING; VICE-CHAIR COOMBES SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

PUBLIC PARTICIPATION

Chairperson Tipton opened public comment.

Joe Lewis, 148 Charles Avenue, spoke about public perception of the role of Mayor and ways the City could imprint a more accurate perception of the powers of that role.

Chairperson Tipton closed public comment.

NEW BUSINESS

A. Charter Review: Article I-Establishment of Entity

Chairperson Tipton introduced the topic and City Attorney Brackins explained the purpose of the items in Article I.

Section 1. Corporate Boundaries is not something that would be changed by the Charter Review Committee.

Section 2. Powers currently cites F.S. ch. 166 as the basis for Municipal Home Rule powers. Mr. Brackins mentioned that a more accurate statement would be "...all power allowed by general law," which would then more comprehensively state the derivation of the municipality's powers from the Constitution of the State of Florida.

Mr. Brackins referenced material he had distributed to the committee, comparing the Powers

section of the Charter from the City of Maitland and from the Charter of Ponce Inlet with the current Charter of the City of Mount Dora.

At the request of the committee, Mr. Brackins reviewed the hierarchy and weight of governing documents, from Constitution to Resolution, and the role of Home Rule Authority.

The Committee considered the addition of a Preamble.

The Committee discussed the importance of certain boards and commissions appointed by Council, and the role of the Charter in protecting the existence of those bodies.

The Committee discussed including historic preservation in the preamble, if one were to be added to the Charter.

Chairperson Tipton confirmed the Committee's consensus to revisit Article I with the consideration of adding a Preamble. Charter Review Committee members will submit Preamble ideas to the City Clerk.

The City would provide and the Committee would review Ordinance No.2007-954, which is referenced in Article I, Section 3 of the current Charter.

B. Charter Review: Article II-Legislature

The Committee discussed the number of Councilmembers, the various methods for choosing a Mayor, and the configuration of districts. Continuing the option of running At-large was discussed. The Committee discussed changing the method of electing the Mayor. The Committee discussed the advantages of districts and the specialized role of the Mayor.

The Committee discussed the impact of growth, especially when considering district boundaries.

The Committee further discussed the role of Mayor, public perceptions of that role, compensation for that role, and methods of election. Some Committee members favored rotation of Councilmembers filling the position of Mayor, or a Council-elected Mayor. Others favored the current process, voicing appreciation for the benefits of longevity, specialized dedication to the position, and the cross-district reach of the At-large election for this role.

The Committee consulted the City's District Map, which was presented on the monitors in the chamber.

The Committee would continue discussion of Article II at the next meeting.

The City would invite ICMA and FCCMA Senior Advisor Ken Parker to attend a Charter Review Committee meeting to speak about the various forms of municipal government structure and their advantages and disadvantages.

The Committee requested:

- The population changes in each district
- The number of voters who participated in the last election in each district, by candidate.

ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATE

A. April 25, 2024, 3:00 p.m.

Chairperson Tipton would not be present at the next meeting. Article III-Elections and Vacancies, and Article IV-Mayor would be discussed at the next meeting. Further discussion on Articles I and II will continue once Chairperson Tipton and an outside subject-area expert are able to attend the meeting.

PUBLIC PARTICIPATION

Chairperson Tipton opened public comment.

Christine King-Harris, 402 East Jackson Avenue, spoke about maintaining the character of the community throughout periods of growth.

Chairperson Tipton closed public comment.

OTHER BUSINESS

Mr. Brackins referred to the material he distributed to Committee members and staff at the beginning of the meeting, pointing out examples of non-interference clauses and references to minutes.

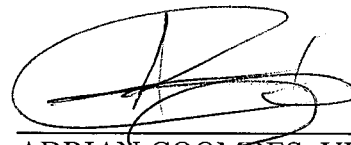
Mr. Brackins brought to attention the sentence in Article II, Section 4 of Mount Dora's Charter which prohibits Councilmembers voting in absentia

ADJOURNMENT

***MOTION BY MR. COOMBES TO ADJOURN; MR. WARD SECONDED THE MOTION.
MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

There being no further business for discussion, the meeting adjourned at approximately 5:02 p.m.

All documents referenced at this meeting are available at the following link: <https://files.ci.mount-dora.fl.us/?u=xyYp&p=T2Ff>



ADRIAN COOMBES, VICE-CHAIR
2024 Charter Review Committee



JEANNANN HAND, CITY CLERK
City of Mount Dora

**CITY OF MOUNT DORA, FLORIDA
CHARTER REVIEW COMMITTEE MINUTES
APRIL 25, 2024, 3:00 P.M.**

**Mount Dora City Hall
510 North Baker Street
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, at 3:00 p.m. Vice-chair Coombes called to order the April 25, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

ROLL CALL WITH DETERMINATION OF QUORUM

Members Present

Adrian Coombes, Vice-chair, District 3
Gregg Joshua Hemingway, District 1
Francis “Frank” Kirwin, District 4
Thomas Hudson, At-large

Also Present

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

Members Not Present

Lynn Tipton, District 2
Ozell Ward, District 5
Keashawn “Kay” Volmar, Mayoral Appointee

APPROVAL OF MINUTES

A. April 18, 2024 Charter Review Committee Minutes

MOTION BY MR. HEMINGWAY TO APPROVE THE MINUTES FROM THE APRIL 18, 2024 CHARTER REVIEW COMMITTEE MEETING; MR. HUDSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

PUBLIC PARTICIPATION

Vice-chair Coombes opened public comment. No one spoke. Vice-chair Coombes closed public comment.

NEW BUSINESS

Vice-chair Coombes reminded the Committee that they had decided to complete their review of Articles I and II at a later meeting. He announced Ken Parker’s visit to speak to the Committee on May 9th.

Mr. Coombes reviewed the preamble assignment. Mr. Brackins told Committee members he would provide preamble examples to them.

Committee members acknowledged receipt of an email from a resident who communicated his thoughts on the Committee’s task. The email is attached to the minutes as Exhibit A.

A. Charter Review: Article III-Elections and Vacancies

Committee members acknowledged the need for a revision to the current Charter’s **Section 11. General and special elections**, which states “a general election shall be held each year.” Committee members discussed options for filling a seat if a position is vacated.

Vice-chair Coombes mentioned the current **Section 12. Terms** leaves open the possibility for an individual to serve 24 years, since the stated 8-year term limit applies only to a particular seat. Mr. Coombes also suggested removing the language that was written specifically to guide the City through its transition regarding term lengths, since the language had served its purpose and was no longer

necessary.

Committee members reviewed **Section 17. Vacancies** and discussed options for filling vacated seats. Members considered filling a vacated seat by Council appointment of the candidate who placed second in the election, or by Council receiving applications from those who wish to serve and appointing from the applicant pool. Committee members wished to save the City from the expense of a special election. Committee members discussed the value of staggered terms. Mr. Brackins informed Committee members about various ways this challenge had been addressed in other municipalities.

Committee members favored the process of appointing from the pool of submitted applications. After choosing an applicant, Councilmembers would make a nomination and vote on the appointment of the desired applicant. The chosen applicant would take seat until next general municipal election. Their re-election would follow the City's regular election schedule.

Mr. Brackins would provide for the Committee's review draft language of Sections 12 and 17 according to the Committee's discussion.

Mr. Kirwin suggested the sections about absences should be modified to allow for attendance and/or participation by electronic communication technology such as Zoom. The Committee and Mr. Brackins discussed allowances and limitations for electronic communication technology.

Committee members suggested the term limit language in the last paragraph of Section 12 should not include "...in the same position," and that the word "not" should be stricken from the last sentence so that a partial term that occurs as the result of a vacancy would contribute to the measurement of the overall term limit.

The Committee reviewed and discussed **Section 16. Removal**. Mr. Hemingway expressed concern over the lack of recourse available should an official's behavior be found unacceptable for their office.

Mr. Brackins would provide the Committee a broad non-interference clause that the Committee could customize to what they believe is best for the City's Charter.

B. Charter Review: Article IV-Mayor

Mr. Kirwin distributed a draft of his suggestions for this section, which included the powers already listed in the Charter as a. through h., with the addition of prohibitions listed in his draft. Mr. Kirwin's draft is attached to the minutes as Exhibit B. The Committee discussed reasons certain duties are performed by the Mayor. The Committee discussed purchasing limits and signing authority. Florida Statute requires the head of the city government sign plats. Checks and balances were discussed. The Committee was in favor of prohibitions applying to councilmembers as well as the mayor. They discussed reasons why certain items are or are not included in the Charter.

Non-interference language would be included in Article II.

The Committee discussed what would be appropriate to include in their recommendations to Council. They also discussed appropriate communications with the City Attorney.

C. City Attorney and Staff Reports

Mr. Brackins would provide to the Committee drafts of preambles, a draft for Article II, Section 9, possible solutions for language regarding voting in absentia, and information on staggered elections.

The Committee briefly reviewed statistics from the 2022 District 3 election.

Mr. Sandersfeld would provide maps of the Mount Dora districts with population counts from the last Census.

The Committee was provided with printed copies of preamble drafts submitted by Mr. Kirwin

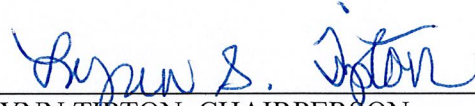
and Mr. Coombes, which are attached to the minutes as Exhibit C and Exhibit D.

ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATE

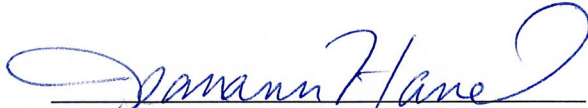
A. May 2, 2024, 3:00 p.m.

ADJOURNMENT

There being no further business for discussion, Vice-chair Coombes adjourned the meeting at approximately 4:48 p.m.



LYNN TIPTON, CHAIRPERSON
2024 Charter Review Committee



JEANANN HAND, CITY CLERK
City of Mount Dora

Hand, Jeanann

From: Mark Slaby <markslaby@gmail.com>
Sent: Thursday, April 25, 2024 8:38 AM
To: Kvolmar97@gmail.com; GJ Hemingway; tipster5fla@gmail.com;
adriancoombesmdpz@gmail.com; Fkirwin1@gmail.com; ozchrtrev24@gmail.com;
thudson009@comcast.net
Cc: Hand, Jeanann
Subject: Charter Review Work - Thoughts

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Team,

Thanks for taking time to work on this important task.

Over the years, I've noted a few things and wanted to share them with you for your consideration as you review. Most of these items have come out from conversations with people who have asked me about x, y or z... I found some other cities, notably, Winter Park to find examples. I did not go too deep into the reasoning — feel free to individually contact me (sunshine) if you care to talk more on this or any other issue.

I'm being as brief as I can here to not belabor a point.

Best,
Mark Slaby
Citizen of Mount Dora
352 973 1604 Phone/text

Item 1.

Article III - Section 17. Filling Vacancies... This might need your review since terms are for four years now. Would it be ok that if, say, a seat opens up early in the term that the seat is filled as provided and the special election is on the next 2 year cycle... so that the city would not incur costs of a special election. Just look it over to see if there is a way to avoid special elections.

Item 2.

Term limits/terms- 8 years is what we have now... but with At large, Districts and Mayor — without moving one could serve 24 years — might want to change it to be more absolute. The citizens wanted term limits — and this does not match

Also — small item — but the phase in of the 4 year terms is done and the paragraph in the Charter for that could be removed or cleaned up... in 2075, for example, we don't need to know how the phase in worked in 2021-2023...

Example

Sec. 2.04. - Term of office.



- (a) *Term.* The term of office of any person or persons elected commissioner or mayor at any general election held in the city shall be three (3) years and shall commence and begin on the date of the first city commission meeting following certificate of the election results.
- (b) *Term limits.* Consecutive terms of any Member of the City Commission and the mayor shall be limited to four (4) consecutive full terms in office, either as Mayor or Commissioner or any combination thereof. The time served by a person appointed, or elected to fill a vacancy on the City Commission shall not constitute a full term of office. The time served by a City Commissioner or Mayor who resigns or otherwise vacates office shall constitute a full term in office regardless of the time served.

Item 3.

Use of resources by Council Members acting individually — not as Council Members. City Attorney and City Manager work for the Council, not any of the people individually. I remember a conversation with James Homich many years ago (so I may be wrong on the details) but there was a case somewhere with a School Board where the individual members, meeting with the Superintendent, were basically getting a count of votes on things without the sunshine — the point for me is more a waste of City Manager time — SEVEN council members with meeting time with the City Manager going over things that could be taking care of once at a public meeting. — Not sure how to solve that in the Charter but just know that the citizens of the city are getting less manager time for doing the job with the SEVEN members getting more than needed.

Similar for the Attorney — Mr. Crail is sending out \$ on attorney fees — some council members are burning up attorney time — the attorney is for the Council — not individuals. Not sure how to handle that. The City Attorney currently might be able to offer ideas on how the Charter might be a good spot for a fix.

Example:

ARTICLE VII. - PROHIBITIONS



[Section 7.01. - Established.]



- (a) *Appointment and removals.* Neither the mayor nor the council nor any of its members shall in any manner dictate the appointment or removal of any city administrative officers or employees whom the city administrator or any of the subordinates are empowered to appoint, but the council or mayor may express their views and full and freely discuss with the city administrator, anything pertaining to appointment and removal of such officers and employees.
- (b) *Interference with administration.* Except for the purpose of inquiries and investigations, the mayor[,] the council or its members shall deal with city officers and employees who are subject to the direction and supervision of the city administrator solely through the administrator, and neither the mayor, the council, nor its members shall give orders to any such officer or employee, either publicly or privately. Nothing in the foregoing is to be construed to prohibit individual members of the council or the mayor from closely scrutinizing by questions and personal observation, all aspects of city government operations so as to obtain independent information to assist the members in the formulation of sound policies to be considered by the council. It is the express intent of this Charter, however, that recommendations for improvement in city government operations by individual councilmembers or the mayor be made to and through the city administrator so that the administrator may coordinate efforts of all city departments to achieve the greatest possible savings through the most efficient and sound means available.

Item 4

I cringe when staff recommends the auditor and the rubber stamp of Council approves the recommendation. Not that the staff are crooks, but a Charter should be the place to safeguard citizens... and what better way for dastardly things to occur as when the Council — often not accounting/financial people — have to hire an

auditor... Listen to the recordings of the last appointment or two of auditors “I trust staff to pick the auditor to audit themselves” was the theme...

Sec. 2.17. - Annual financial audit.

🔗 📄 📁 📧 📧

In accordance with the general laws of the state, there shall be an annual financial audit to be completed, within six (6) months after the end of the fiscal year, by an independent certified public accountant. The city commission shall institute a competitive selection process and to this end shall establish an auditor selection board consisting of five (5) members. One (1) member of this board shall be a city commissioner appointed by the commission. The remaining four (4) members shall be residents of the city who have the qualifications of electors therein and are not city employees. This board shall be charged with the responsibility to solicit proposals and to screen and evaluate the proposals received. The auditor selection board shall submit its recommendations to the city commission which shall then select an auditor and award a contract for a term not to exceed three (3) years.

Item 5

The last few election cycles have seen direct contributions to candidates from political organizations — if you want nonpartisan elections, seems more teeth is needed.

Sec. 3.01. - Nonpartisan elections.

🔗 📄 📁 📧 📧

- (a) All qualifications and elections for the office of city commissioner or mayor shall be conducted on a nonpartisan basis without regard for or designation of political party affiliation. Upon qualifying for office through the election, a candidate for the office of city commissioner or mayor shall not:
 - (1) Campaign and/or publicly represent or advertise herself or himself as a member of any political party; or
 - (2) Accept campaign contributions from any political party.
- (b) A candidate for commissioner or mayor who violates a provision of this section shall be liable for a civil fine of up to \$1,000.00 per violation. The city commission shall adopt an ordinance describing the procedure to determine violations, provide due process, and set fines.

Item 6.

Compensation of Council. Language that says something like this would be good. — “Compensation is X monetary only. No other benefits to Council members...” The attorney should be able to assist with some tighter language.

The ability of council to get “more” than just the direct monetary Compensation is not good for oversight. In the past, Council members were able to use the clinic and pay a fee. Where does objectivity go when you participate in something that you review (budgetary)? Will you vote to end the clinic if it is shown to not be a good fit for the city? I see an appearance issue. Independent oversight, not participatory oversight.

Remember — The Charter protects the citizens in cases where someone might act in selfish best interest.

It is the clinic now.. in the future...(made up examples)... Get the city rate for gas at the motor pool, get to participate in the ‘free massages for employees’, “Free 3 hours of legal advise for all employees”.

I’m not making a character comment on those that have used the clinic — they see no problem in it as they are thinking that if there was a vote — they would be angelic and impact themselves and family negatively to close the clinic if that was the best path at the time. I’m just saying that there might be a Council person someday that is just after the ‘Gimme stuff’ ... and staff might also be inclined to dream up more “Gimme stuff” if they know that they can get the Council members hooked into it too which would preserve that item.

Item 7.

Council Make Up

4 districts, 2 at large and 1 mayor seemed better to me... (I'd think that a 5 person council would be politicians might lose their mind)... I don't expect you to come up with that as a recommendation but most cities have smaller councils. The representation is not much different.. 20,000 people represented by 5 or 7 members is not materially different. When we get to 30,000, should we have 9 members? No.... Not expecting this to go through — just pointing it out.

ARTICLE IV: Mayor

Section 18: Powers, Duties and Prohibitions

The mayor shall have the following powers and duties:

(a)through (h)

Prohibitions

(a) The elected or appointed mayor shall hold no other office during the term of duty.

(b) The elected or appointed mayor shall not in any manner dictate the appointment or removal of any city administrative officers or employees whom the manager is empowered to appoint.

(c) The elected or appointed mayor shall not deal in any manner with the city officers and employees who are subject to the direct or by authorized supervision of the manager. The mayor may not give orders to such officers or employees, either publicly or privately.

This should also be reworded and added the Article II Section 9 directing Council.

Some line of punishment might also be considered. Often there is no power to a restriction if there is no penalty attached.

EXHIBIT C

We the people of the City of Mount Dora, Florida, under the constitution and laws of the State of Florida do hereby adopt this charter to secure the benefits of local self-government and provide for honest and accountable council-manager government. By this action we aim to encourage and protect our unique environment, cultural and architectural history, social diversity with justice and equality for all community members. We intend this charter to provide a government that responds to the will and values of the people, promotes social equity, improves efficiency, authority and provides responsibility and cooperation.

Hand, Jeanann

From: adriancoombesmdpz@gmail.com
Sent: Wednesday, April 24, 2024 12:51 PM
To: Hand, Jeanann
Cc: 'Patrick Brackins'
Subject: Draft City of Mount Dora Charter preamble

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Jeanann, (Patrick FYI)

Following on from last week's Charter Review Committee meeting, here is a draft effort at a Charter preamble for Mount Dora for consideration by members at one of our upcoming Charter Review meetings.

Suggested Mount Dora Chart preamble

Since the first charter was awarded to the City of Mount Dora, Florida in 1910, residents and visitors alike have highly valued the historical ambience of our town, which is further enhanced by its unique geographical location on the shores of Lake Dora. In the minds of our citizens, Mount Dora is "**Someplace Special**". The vision and legacy of our founding families continues to serve as a beacon for how we want our City to continue to be seen in the future. With a strong National reputation as a City that values the arts, Mount Dora is regularly cited as one the best small towns/cities to visit in the USA. Our Charter serves to guide both our citizens and elected officials to ensure that our history, arts, culture and ambience, combined with a welcoming attitude to all visitors, is enshrined in a way that preserves and strengthens all that is best about our City for the future.

Regards
Adrian Coombes

**CITY OF MOUNT DORA, FLORIDA
CHARTER REVIEW COMMITTEE MINUTES
May 2, 2024, 3:00 P.M.**

**Mount Dora City Hall
510 North Baker Street
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, at 3:00 p.m., Chairperson Tipton called to order the May 2, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

ROLL CALL WITH DETERMINATION OF QUORUM

Members Present

Lynn Tipton, Chair, District 2
Adrian Coombes, Vice-chair, District 3
Gregg Joshua Hemingway, District 1
Francis "Frank" Kirwin, District 4
Ozell Ward, District 5
Thomas Hudson, At-large
Keashawn "Kay" Volmar, Mayoral Appointee

Also Present

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

APPROVAL OF MINUTES

A. April 25, 2024 Charter Review Committee Minutes

MOTION BY MR. KIRWIN TO APPROVE THE MINUTES FROM THE APRIL 25, 2024 CHARTER REVIEW COMMITTEE MEETING; MR. HUDSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

PUBLIC PARTICIPATION

Chairperson Tipton opened public comment.

Christine King-Harris, 402 East Jackson Avenue, requested clarification on the percentage comprising plurality. Mr. Brackins explained that for Council to pass an item, there must be a majority vote of the members present, assuming there is a quorum in attendance. A charter amendment would require a majority vote of the public.

Chairperson Tipton closed public comment.

NEW BUSINESS

A. Charter Review-Article V. City Manager

The Committee considered Section 19. Establishment of Office.

The Committee discussed the appropriate place for a non-interference clause, specifically a clause to prevent Council from interfering with the duties of the City Manager. It was suggested that the clause would be more appropriately placed in Article II. Legislature, which addresses the behavior of Council.

The Committee recognized instances for the adjustment of pronouns to be converted to gender neutral terms. Mr. Brackins recommended a charter amendment to solely address gender neutrality.

Ms. Tipton pointed out that City Manager candidates frequently examine a City Charter to consider their prospective role in the City.

The Committee discussed whether particular requirements or qualifications would be most effectively placed in the Charter, or placed in other documents, such as employment agreements, resolutions, or ordinances.

The Committee recognized their duty to avoid placing elements in the Charter that would conflict with other governing documents of the City.

The Committee concluded they would like a non-interference clause to be placed in Article IV.

The Committee considered Section 20. Appointment

The Committee discussed interpretation of the language "majority vote of full council."

Committee members exchanged ideas regarding the minimum number of Councilmembers required to be present to vote upon the appointment of a City Manager. They considered the allowance to vote in absentia. The current Charter does not allow for voting in absentia.

Committee members discussed requirements for valid voting in absentia.

Chairperson Tipton confirmed that, at this point, the Committee agrees that a super-majority vote of the full Council (5) must vote to appoint a City Manager. The Committee also agreed the same would be required for City Manager removal.

Ms. Tipton reminded the Committee that these are not yet their final recommendations, and they would have time to reconsider before presenting their report to Council.

The Committee reviewed Section 21. Removal.

The Committee discussed availability of due process for a City Manager in the event of removal.

The Committee considered the objectives of changes to this section, if any.

The Committee considered Section 22. Compensation

The Committee considered how compensation is determined. They discussed what role, if any, Council should have in determining compensation. They discussed a recommendation to Council for a policy that sets a schedule for evaluation of City Manager performance and fair compensation. They acknowledged the importance of competitive compensation, and of communication regarding goals. They discussed the appropriate level of explicit direction that should be included in Charter language.

Mr. Brackins would bring suggested language to accomplish the Committee's intention for this section regarding a clear yet broad statement related to performance goals and evaluation.

Section 23. Power and Duties

The Committee found no points of discussion regarding (a) through (j).

They discussed a residency requirement, and agreed the requirement should not be listed in the Charter.

The Committee discussed Section 24. Acting City Manager, noting the time frame mentioned in the Charter. They acknowledged Council's power in this section to revoke or appoint within or beyond the conditions stated in the Charter. The Committee had no suggestions for this section.

B. Charter Review-Article VI. Initiative and Referendum

The Committee had no recommendations for changes to Article VI. Initiative and Referendum.

Mr. Brackins explained Severability.

C. Article VII. Building Heights

The Committee had no suggestions.

ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATE

A. Thursday, May 9, 2024, 3:00 p.m.

Chairperson Tipton mentioned Mr. Parker's presentation at the next meeting. Mr. Kirwin announced he would be absent from next week's meeting. Mr. Kirwin was asked if he had any questions for Mr. Parker. Mr. Kirwin mentioned his interest in at-large seats.

After Mr. Parker's presentation, the Committee would go back to review Articles I and II.

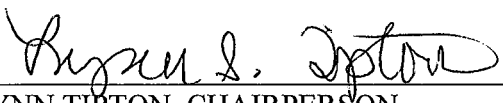
PUBLIC COMMENT

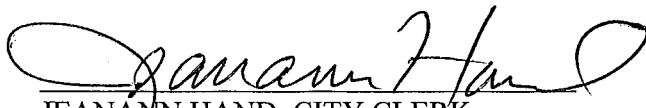
Chairperson Tipton opened public comment. No one spoke. Chairperson Tipton closed public comment.

ADJOURNMENT

***MOTION BY MR. HEMINGWAY TO ADJOURN; MR. WARD SECONDED THE MOTION.
MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

There being no further business for discussion, Chairperson Tipton adjourned the meeting at 5:03 p.m.


LYNN TIPTON, CHAIRPERSON
2024 Charter Review Committee


JEANANN HAND, CITY CLERK
City of Mount Dora

**CITY OF MOUNT DORA, FLORIDA
CHARTER REVIEW COMMITTEE MINUTES
MAY 9, 2024, 3:00 P.M.**

**Mount Dora City Hall
510 North Baker Street
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, at 3:00 p.m. Chairperson Tipton called to order the May 9, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

ROLL CALL WITH DETERMINATION OF QUORUM

Members Present

Lynn Tipton, Chairperson, District 2
Adrian Coombes, Vice-chair, District 3
Gregg Joshua Hemingway, District 1
Ozell Ward, District 5
Keashawn "Kay" Volmar, At-large
Thomas Hudson, At-large

Also Present

Vince Sandersfeld, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk
Ken Parker, ICMA Senior Advisor

Members Not Present

Frank Kirwin, District 4

APPROVAL OF MINUTES

A. May 2, 2024 Charter Review Committee Minutes

MOTION BY MR. WARD TO APPROVE THE MINUTES FROM THE APRIL 18, 2024 CHARTER REVIEW COMMITTEE MEETING; MR. HEMINGWAY SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

PUBLIC PARTICIPATION

Chairperson Tipton opened public comment. No one spoke. Chairperson Tipton closed public comment.

NEW BUSINESS

A. Presentation by FCCMA Senior Advisor Ken Parker: Forms of Government

Ms. Tipton introduced Mr. Parker. Mr. Parker's presentation is attached to the minutes as Exhibit A.

Mr. Parker spoke to the Committee about forms of government and various methods to elect a mayor and City Councilmembers. Mr. Parker explained the function of the mayor, councilmembers, and city administrators under each form. He spoke of his real-life experience with the hybrid form and an elected mayor in Port Orange. Mr. Parker pointed out that a collegial atmosphere could be fostered when the elected officials choose mayor from among themselves. Mr. Parker and the Committee discussed the strengths and weaknesses of Mount Dora's current form.

The Committee discussed the importance of having clear roles that are understood by those elected and the public. The Committee discussed the challenges of enforcing the powers and limitations described in the Charter. Penalties for Charter violations were considered. The role of City Attorney

was discussed. Mr. Parker described his experience with a well-structured chain of command, in which the City Manager worked under the Council, and staff clearly worked under the City Manager. The effectiveness of public participation at Council meetings was discussed. Some Committee members expressed frustration, feeling Public Comment, as it currently functions, is unsatisfying and does not lead to resolution. They considered practical reasons why results may not be seen immediately. They agreed clarity of communication is crucial for all sides.

They spoke about the role of Councilmembers as representatives of their constituents, and their responsibility to make the best decisions for the City. The importance of education was mentioned. The pros and cons of a rotation of elected officials to serve as mayor, including the inability to grow as a leader under such short terms, public confusion about the identity of the mayor, and the public perception they are being deprived of a power.

The Committee discussed who should assume the responsibility of upholding the Charter, especially in the face of possible violations. Chairperson Tipton explained the duties of Council as defined by statute. The expense of running At-large was discussed. The Committee acknowledged that Councilmembers serve as representatives of the people yet are independently elected to make their own decisions. Chairperson Tipton pointed out the delicate balance of those two elements has been the challenge of democracy since its earliest times.

Vice-chair Coombes requested Committee address material he received from Mr. Brackins regarding meeting agendas and action points.

B. Review Article I-Establishment of Entity

This topic would be addressed at the May 23rd meeting.

C. Review Article II-Legislature

This topic would be addressed at the May 23rd meeting.

Chairperson Tipton opened public comment. No one spoke. Chairperson Tipton closed public comment.

ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATE

Chairperson Tipton told the Committee she would be unable to attend a May 16th meeting. The Committee agreed they would not meet on May 16th. The next meeting would be on May 23rd. The May 16th meeting would return to a review of Articles I and I, the materials Mr. Coombes mentioned earlier, and the example and draft preambles.

ADJOURNMENT

***MOTION BY MR. HEMINGWAY TO ADJOURN; MR. WARD SECONDED THE MOTION.
MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

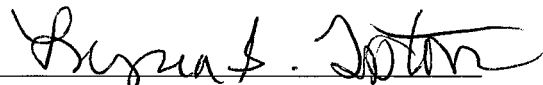
There being no further business for discussion, Chairperson Tipton adjourned the meeting at approximately 4:59 p.m.

was discussed. Mr. Parker described his experience with a well-structured chain of command, in which the City Manager worked under the Council, and staff clearly worked under the City Manager. The effectiveness of public participation at Council meetings was discussed. Some Committee members expressed frustration, feeling Public Comment, as it currently functions, is unsatisfying and does not lead to resolution. They considered practical reasons why results may not be seen immediately. They agreed clarity of communication is crucial for all sides.

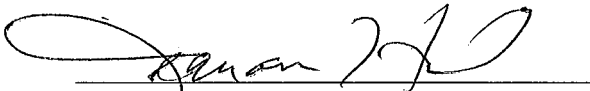
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The Committee discussed who should assume the responsibility of upholding the Charter, especially in the face of possible violations. Chairperson Tipton explained the duties of Council as defined by statute. The expense of running At-large was discussed. The Committee acknowledged that Councilmembers serve as representatives of the people yet are independently elected to make their own decisions. Chairperson Tipton pointed out the delicate balance of those two elements has been the challenge of democracy since its earliest times.

Vice-chair Coombes requested Committee address material he received from Mr. Brackins regarding meeting agendas and action points.



LYNN TIPTON, CHAIRPERSON
2024 Charter Review Committee



JEANANN HAND, CITY CLERK
City of Mount Dora

**CITY OF MOUNT DORA, FLORIDA
CHARTER REVIEW COMMITTEE
MINUTES MAY 23, 2024, 3:00 P.M.**

**Mount Dora City Hall |
510 North Baker Street
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, at 3:00 p.m. Chairperson Tipton called to order the May 23, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

ROLL CALL WITH DETERMINATION OF QUORUM

Members Present

Lynn Tipton, Chairperson, District 2
Adrian Coombes, Vice-chair, District 3
Frances "Frank" Kirwin, District 4
Ozell Ward, District 5
Keashawn "Kay" Volmar, At-large
Thomas Hudson, At-large

Also Present

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

Members Not Present

Gregg Joshua Hemingway, District 1

APPROVAL OF MINUTES

A. May 9, 2024 Charter Review Committee Minutes

MOTION BY VICE-CHAIR COOMBES TO APPROVE THE MINUTES FROM THE MAY 9, 2024 CHARTER REVIEW COMMITTEE MEETING; MR. KIRWIN SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

PUBLIC PARTICIPATION

Chairperson Tipton opened public comment. No one spoke. Chairperson Tipton closed public comment.

NEW BUSINESS

Chairperson Tipton briefly described the concept of the cover memo that would be submitted to City Council with the Charter Review Committee's report.

The Committee reached a consensus that gender neutral language would be recommended to Council, using the pronouns "they/them."

A. Preamble

The Committee reached a consensus that they would provide a Preamble to Council. Committee members reviewed the Preamble examples that had been distributed for their review, and the draft Preambles submitted by Committee members. They narrowed their focus to the draft Preambles submitted by Committee members.

They discussed the value of a Preamble, noting that it is an appropriate place to include content that may not belong in other sections of a charter. They discussed Preamble length and considered the phrases and concepts they felt were of value to the Preamble. They favored the word "stewardship."

The Committee's discussion resulted in the following Preamble draft:

“We the people of the City of Mount Dora, Florida, under the constitution and laws of the State of Florida do hereby adopt this charter to secure the benefits of local self-government and provide for honest and accountable council-manager government. Mount Dora is ”Someplace Special.” We seek to ensure that our history, arts, culture, quality of life and commitment to social equity endure. Our charter aspires to enshrine these values to preserve and strengthen all that is best about our City.”

B. ARTICLE I. ESTABLISHMENT OF ENTITY

Chairperson Tipton confirmed the Committee had no recommendations for Section 1. Corporate Boundaries or Section 2. Powers.

The Committee considered whether Section 3. Government should be altered, and finally agreed there were no recommendations for that section.

C. ARTICLE II. LEGISLATURE

The Committee agreed to recommend a change in Article II, Section 4. City Council in consideration of allowances for attendance through electronic communication technology. The City Attorney presented draft language striking the final sentence in Section 4, “Members of city Council may not vote in absentia,” and replacing that sentence with, “So long as a physical quorum of the city council is present, a member of the city council may attend, participate and vote by available audio/video teleconferencing, but only if that member's physical absence arises from an exceptional or extraordinary circumstance which shall be determined in the good judgment of the quorum of city council members physically present.”

The Committee had no changes to recommend for Section 5. Qualifications.

The Committee had previously considered changes to Section 6. Compositions; districts, relevant to discussion of a Council of five members rather than seven. The Committee was advised that a change to this section would not take effect until after the next two election cycles. Committee members discussed changes that could be made regarding the role of mayor, expressing concern over the perception of mayoral powers. Some members favored a mayor elected among the Council. It was suggested that education might clarify the understanding of the mayor role.

The Committee discussed the pros and cons of at-large representation rather than district representation. They considered the potential for varying levels of accountability and district advocacy with at-large representatives rather than district-specific representation. They acknowledged certain things are not controllable by legislation.

It was suggested that the role of mayor may be clarified in the Duties and Prohibitions clause under ARTICLE IV. MAYOR.

The Committee expressed consensus that there are no recommended changes for Section 6 at this time, although the Committee, in their report to Council, may mention areas they believe should be examined more thoroughly regarding the composition of districts and the role of mayor.

The Committee had no recommendations for Section 7. Vice-mayor or Section 8. Meetings.

Chairperson Tipton told the Committee that the addition of Prohibitions under Section 9 will require renumbering. The title “Duties” would be (a) under Section 9 with “Prohibitions” following as (b).

The Committee discussed penalties for violations of the Charter. Public reprimand, censure, or monetary fines were mentioned. The process for removal from office is governed by State law. The Committee discussed self-policing under Home Rule. They reviewed the section of Daytona Beach’s code of ordinances, which addresses the matter in a manner similar to that which the Committee is discussing, and they considered the difficulties of enforcement. The appropriate role of the City Attorney was discussed.

The Committee agreed that (b) Prohibitions would be included in their report recommendations to City Council.

The Committee agreed they wish to recommend replacing the current Charter Review clause under ARTICLE II. Section 9. Duties with the following: “The City Council shall cause this charter to be reviewed from 2024 no less than every five years thereafter, by ad hoc committee and the city attorney.”

The Committee considered deviating from the Roman numeral number system, but decided against it.

D. ARTICLE III. ELECTIONS AND VACANCIES

The Committee agreed on a change to the first sentence of **Section 11. General and special elections** so that it reads **“A general election shall be held biennially on the first Tuesday after the first Monday in November.”**

Section 12 would be revised with the following subheadings:

(a) Terms. The term of each city council office, including the office of the mayor, shall be four (4) years. However, all office holders shall continue in office until the office holder's successor is appointed or sworn to office, unless the office holder's office is declared vacant pursuant to this Charter. All elected councilmembers, including the mayor, shall assume office and be sworn at the first regularly scheduled meeting following certification of the election results.

(b) Staggered terms. All members of the city council, including the mayor, shall each serve staggered terms. In 2024 and every four years thereafter, the mayor, the representative of district 1, the representative of district 4 and the representative of district 5 shall be elected. In 2022 and every four years thereafter, the representative of district 2, the representative of district 3 and the at-large representative shall be elected.

(c) Term limits. The mayor, any district representative and the at-large representative may only serve twelve (12) consecutive years. The time served by a person appointed or elected to fill the remainder of a vacant position shall be included in the twelve-year limitation.

Committee members discussed the benefits and drawbacks of term limit lengths.

Section 17. Vacancies

The Committee considered Section 17. Vacancies. Chairperson Tipton brought up various reasons this section is important. Abundant absences make for a less effective Councilmember. The Committee considered the expense of special elections.

Chairperson Tipton confirmed the Committee by consensus agreed with the recommendation of (a) and (b) below for Section 17. Vacancies:

(a) Vacancies. The office of any councilmember shall become vacant upon the member's death, resignation, removal from office in any manner authorized by law, or by forfeiture of office.

(b) Forfeiture of office. A councilmember's forfeiture of office shall be declared by resolution of the remaining councilmembers under the following circumstances:

(1) By absence. A councilmember shall forfeit their office if the councilmember is absent from four (4) consecutive regularly scheduled council meetings without good cause as determined by the city council. The council may, in its discretion, declare a member's forfeiture if the councilmember misses four (4) non-consecutive meetings within a calendar year.

(2) By disqualification. Any councilmember who is a district representative shall forfeit their office upon establishing a permanent residence outside the district they represent.

The Committee considered the appropriate number of days of vacancy in relation to the timing of an election to fill the vacant seat.

The Committee agreed upon the following text for (c).

(c) Filling vacancies. A vacancy in the council other than the mayor's seat shall be filled by appointment of a qualified person by a majority vote of the remaining members of city council to serve until the next biennial general election, at which time the vacant position shall be filled by a vote of the electors for the remainder of the original term, if any. If the city council fails to appoint a successor to serve to the date of the next general election within sixty (60) days following the occurrence of the vacancy, the election authority shall call a special election to fill the vacancy as soon as practical.

The Committee discussed what must be accomplished within their final meetings. The final opportunity for discussing changes will be June 7th.

The Committee discussed a recommendation for ARTICLE IV. MAYOR that emphasized the ceremonial role of the mayor.

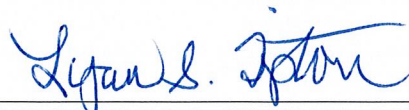
ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATES

The Committee set the following meeting dates and times: Thursday, May 30th from 2 pm until 6 pm; Monday, June 3rd from 1 pm until 3 pm; and Thursday, June 6th from 3 pm until 5 pm.

ADJOURNMENT

MOTION BY MR. KIRWIN TO ADJOURN; MR. WARD SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 5:25 p.m.



LYNN TIPTON, CHAIRPERSON
2024 Charter Review Committee



JEANANN HAND, CITY CLERK
City of Mount Dora

**CITY OF MOUNT DORA, FLORIDA
CHARTER REVIEW COMMITTEE
MINUTES MAY 30, 2024, 2:00 P.M.**

**Mount Dora City Hall |
510 North Baker Street
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, at 2:10 p.m. Chairperson Tipton called to order the May 23, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

ROLL CALL WITH DETERMINATION OF QUORUM

Members Present

Lynn Tipton, Chairperson, District 2
Adrian Coombes, Vice-chair, District 3
Frances “Frank” Kirwin, District 4
Ozell Ward, District 5
Keashawn “Kay” Volmar, At-large, Mayor
(Ms. Volmar arrived after roll call at 2:54 pm.)

Also Present

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

Members Not Present

Gregg Joshua Hemingway, District 1
Thomas Hudson, At-large

APPROVAL OF MINUTES

A. May 23, 2024 Charter Review Committee Minutes

The Committee agreed that in the Preamble drafted at the May 23rd meeting, they would like the phrase “someplace special” to be formatted with the first letter of each word capitalized and the phrase contained in quotation marks, so that it would appear as “Someplace Special.”

The minutes were corrected on page three at Section 12 (c) to read

(c) Term limits. The mayor, any district representative and the at-large representative may only serve twelve (12) consecutive years. The time served by a person appointed or elected to fill the remainder of a vacant position shall be included in the twelve-year limitation.

MOTION BY MR. WARD TO APPROVE THE MINUTES FROM THE MAY 23, 2024 CHARTER REVIEW COMMITTEE MEETING AS AMENDED IN THE PREAMBLE AND AT SECTION 12 (c); MR. KIRWIN SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

PUBLIC PARTICIPATION

Chairperson Tipton opened public comment. Christine King-Harris, 402 East Jackson Avenue, spoke about the rural protection area. Chairperson Tipton closed public comment.

NEW BUSINESS

A. ARTICLE IV - MAYOR

The committee considered ARTICLE IV. MAYOR. There were no proposed changes at this time. Earlier concepts discussed by the committee regarding the mayor role would be included in a proposed non-interference and/or prohibition clause under ARTICLE II. Section 9. Duties.

ARTICLE V. – CITY MANAGER was briefly discussed near the close of the May 23rd meeting, but no draft language existed. Any draft language proposed for this article would be presented to the committee at the June 2nd meeting, at which time the committee could review a draft report and

possible ballot language. The final meeting on June 6th would be the occasion for the committee to view any changes to the report provided on June 3rd and would be the committee's opportunity to approve the final report.

Mr. Ward would not be able to physically attend the June 6th meeting.

MOTION BY MR. KIRWIN TO EXCUSE MR. WARD'S PHYSICAL PRESENCE FROM THE JUNE 6, 2024 MEETING TO ATTEND VIA ZOOM DUE TO EXCEPTIONAL CIRCUMSTANCES; VICE-CHAIR COOMBES SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

The committee continued to consider ARTICLE IV. MAYOR. Members had previously discussed a desired emphasis on the ceremonial role of the mayor under the council-manager form of government under which the City operates. The committee considered adding the word "operational" to Section 18 (a) so that it would read "The mayor shall have no administrative or operational duties except as set forth herein," but decided against it. They concluded that the additional word may be distracting, and bring with it the burden of further definition. They reasoned that the conveyance of the mayor's operational limits would be more efficiently accomplished through education and training efforts.

The committee discussed the role of elected officials in the employee grievance process. Concerns regarding this topic would be addressed with the non-interference clause.

The committee proposed no changes to ARTICLE IV. (a) through (h).

B. ARTICLE V. – CITY MANAGER

The committee proposed no changes to Section 19. Establishment of Office.

In Section 20, Appointment, the committee wished to change the required vote from majority to super majority. The proposed line would read "The city council shall, by a super majority (five (5) members) vote of the full council, appoint a city manager."

In Section 21, Removal, the committee similarly proposed to change the required vote to a super majority, so that the first sentence of Section 21 would read "The council may remove the city manager by a super majority (five (5) members) vote of the full council."

In Section 22, Compensation, the committee proposed to add the word "evaluation" to the title of the section, and to add the line "At least once each year, the city council shall evaluate the city manager's performance, in accordance with such procedures as the city council shall, from time to time, adopt."

The committee discussed the structure of city staff succession plans, and whether the topic would be effectively addressed in the charter, in city policy or through other means.

The committee proposed no changes to Section 24. Acting City Manager.

Chairperson Tipton reminded the committee of their previously-stated intent to, in the cover letter accompanying their report, request Council to consider their city manager evaluation process. They wished to recommend Council adopt an outline of standards by which they would evaluate the city manager performance over clearly-defined intervals of time. The evaluation would explicitly list goals and objectives, and key areas for the council and the manager to review, while allowing for open-ended discussion and conversation facilitating productive communication for all parties in the process. The City Attorney referred to a recent workshop had taken place to begin the establishment of such a structure. The City Manager informed the committee of the evaluation structures detailed in his employment agreement, and the performance matrix that had been created for this purpose. The committee discussed which elements of this, if any, should be included in a charter. They determined a recommendation in the report would be most effective.

Further discussion ensued regarding council involvement with city staff.

C. ARTICLE VI. – INITIATIVE AND REFERENDUM

The committee considered whether Section 25. Initiative and Section 26. Referendum are appropriate for the charter. The permissions for Mount Dora electors as described in sections 25 and 26 are unusual and are not required by state law. The committee considered the process by which Mount Dora electors could exercise the rights allowed under these sections.

No recommendations were proposed by the committee for sections 25 through 31.

D. ARTICLE VII. - BUILDING HEIGHTS

No changes were recommended for ARTICLE VII.

Chairperson Tipton opened public comment. Christine King-Harris, 402 East Jackson Avenue, asked for clarification regarding the committee's meeting schedule. There have been minimal changes to the meeting schedule. All have been properly noticed. Chairperson Tipton closed public comment.

E. SUMMARY OF DISCUSSION

Chairperson Tipton reviewed with the Committee their recommendations for gender neutral language and the addition of the preamble.

F. NON-CHARTER RECOMMENDATIONS

Chairperson Tipton reviewed with committee members non-charter recommendations for future actions by the council:

ARTICLE II. - LEGISLATURE

Section 6. Compositions; districts

The committee recommends a future Council workshop to discuss the options for the election of the mayor under the council-manager form of government which include mayors being elected from within the council or through a rotational election. The workshop should include public participation.

Section 9. Duties

The committee recommends that in addition to the non-interference clause that will be part of the charter review report, the city should conduct lengthier or more detailed training during orientation for mayors and council members. The committee recommends the training include presentations from an ICMA Senior Advisor. The committee also recommends more intentional education offered for the public on the subject of mayor and council roles. It may be a City Council workshop with public attendance and participation. It could be noticed as a community meeting

ARTICLE V. – CITY MANAGER

The committee recommends the implementation of an evaluation matrix for city manager job performance, and tracking of goal achievement.

Working with Mr. Brackins, Chairperson Tipton will provide a draft of the recommendation document at the June 3rd meeting.

PUBLIC COMMENT

Chairperson Tipton opened public comment. Christine King-Harris, 402 East Jackson Avenue, asked what happens when a charter violates state law. It was explained that state law has more power than a municipal charter.

Chairperson Tipton informed Ms. King-Harris that the rural area protection map is not a charter or city issue.

ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATES

The next meeting will be held on Monday, June 3rd from 1 pm until 3 pm with an agenda to include:

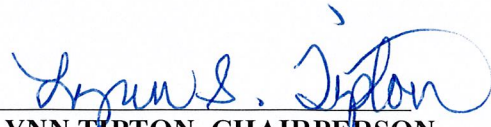
- proposed language changes section by section, including the preamble
- approval of minutes
- review and preparation of June 6th meeting content that will be presented to Council for adoption, including ballot language.

The final meeting will take place on Thursday, June 6th from 3 pm until 5 pm.

ADJOURNMENT

MOTION BY VICE-CHAIR COOMBES TO ADJOURN; MR. KIRWIN SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 3:36 p.m.


LYNN TIPTON, CHAIRPERSON
2024 Charter Review Committee

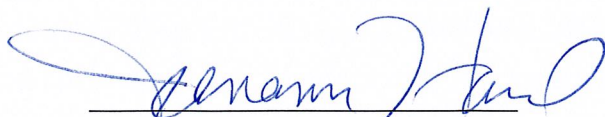

JEANANN HAND, CITY CLERK
City of Mount Dora

EXHIBIT B - PRESENTATIONS



City of Mount Dora: City Charter Review

April 2024

Municipal Charters in Florida

- ▶ All charters are unique; haven't found any two identical
- ▶ 411 cities, towns and villages – all have a charter
- ▶ Goal for today: discuss charter review roles, municipal characteristics in Florida, and compare Mount Dora using data collected



Charters

- Like a Constitution – broad framework
- Explains the vision, mission and structure of the municipality
- Explains how the representatives will be elected; chain of command and fiscal authority
- Details are by ordinance (law) and policies
- Short: 8 to 10 pages in length

Charter Review Committees

- Some are created by charter with specific appointment terms
- Some are created by ordinance, or at the request of a city council; varies widely across Florida's municipalities
- Committee is usually tasked with a time-specific review, assisted by counsel, and to bring back any recommendations to the council
- The council may choose to place items directly on the ballot based upon recommendations of the counsel and committee
- The role of citizens in this process is crucial: representation of the public; ability to weigh issues and to understand the charter's importance as the city's governing foundation

Common Charter Elements

- ▶ Preamble
- ▶ Boundaries
- ▶ Legislative Body
- ▶ Form of Government
- ▶ Charter Officers (positions defined)
- ▶ Fiscal and Fiduciary Authorities and Responsibilities
- ▶ Amendment Process



Comparable Charter Characteristics: Legislative

- Size of Council or Commission: five (5) members is most common; some seven (7) and some (6) where mayor is non-voting
- Length of term: two- and four- year terms are fairly evenly spread across 411; smaller percentage use three-year term
- Type of election per council seat: at-large; single-member district (SMD); elected seat with at-large voting; true at-large; some councils are mix of at-large and SMD
- Selection of mayor: 3 options: elected at large; elected from within the council; rotational

Forms of Municipal Government in Florida

- ▶ **Council-weak mayor:** original form brought over from England; council shares all powers; about 85 Florida cities with populations less than 25,000
- ▶ **Council-strong mayor:** an elected executive implements council actions and administers the city; about 40 Florida cities in all populations
- ▶ **Commission:** each elected official oversees one or more departments autonomously; come together as legislative body. About 2 Florida cities have this
- ▶ **Council-Manager or Commission-Manager:** professional manager appointed by mayor & council to administer city, prepare agenda and recommend actions to council, and present a budget each year; about 280 Florida cities of all populations
- ▶ **Hybrid:** elements of the above

Charter Offices and Departments

- ▶ Some cities seek to establish a department by including it in the charter so that any changes would require referendum
- ▶ The other way to establish departments is by resolution or ordinance
- ▶ Examples can include utilities, police and fire, or a specific service unique to that municipality
- ▶ Charter positions most often include attorney, clerk and manager (if that form of government)

Mount Dora Comparisons:

- Using populations from 16,492 to 19,428 for nine (9) to compare
- Characteristics: 0 are Rural; 0 urban; 10 suburban
- 10 are Council-Manager or Commission-Manager; 0 Council-Strong Mayor; 0 Commission; 0 Council-Weak Mayor; 0 Hybrid
- Number of elected seats: 1 has seven seats; 2 have six seats; 7 with five seats
- *Should also compare scope of services if any charter elements are compared more deeply*

City of Mount Dora: Chart of Comparisons

Municipality (County)	2023 Popltn	Form	Council Seats	Notes
Niceville (Okaloosa)	16,492	C-M	6	
New Port Richey (Pasco)	17,313	C-M	5	
Lake Mary (Seminole)	17,366	C-M	5	
Lake Wales (Polk)	17,384	C-M	5	
Mount Dora (Lake)	17,843	C-M	7	
Pinecrest (Miami-Dade)	18,395	C-M	5	
Stuart (Martin)	19,264	C-M	5	
Auburndale (Polk)	19,298	C-M	5	
Zepphyrhills (Pasco)	19,337	C-M	6	M non-voting
Seminole (Pinellas)	19,428	C-M	5	

Forms Note:

C-M refers to Council-Manager

M non-voting in 6 member coun.



Best Practices in Charter Reviews

- Appointing representative citizens
- Holding several public forums for discussion (especially if referendum is scheduled)
- Use of website for agenda, minutes of meetings, display of current and proposed language – can help engage citizens
- If referendum is scheduled, develop “FAQ” for website
- Consider partnering with other civic organizations to help with forums, public discussions – reach out and include these groups

More Best Practices: Charter Review Committees

- Charter powers/authority granted to more than one entity
- Confusing language in elections section – usually in qualifications
- Writing too much: less is better



Charter Trends in Florida



- ▶ **Form of government:** trend since 1950s toward the council-manager and commission-manager form of government (including new incorporations)
- ▶ **Charter review time periods:** 10- to 15-year periods are widely seen

Charter Review: Questions to Consider

- From the 2021 ninth edition of the Model City Charter:
- Is the charter reflective of the city's current population?
- Is the council representative of the population, both resident and business?
- Does the charter address responsible professionalism, and do it adequately?
- Has the city provided opportunities for citizen participation in the process?
- Is the city engaged in civic education about the charter (web site, for example)?

Resources

- The Model City Charter- National Civic League
- www.ncl.org – use their questions, not language
- Charters in FL: www.municode.com/library select FL and view list of codified city charters
- FLC Research: Center for Municipal Research tab on FLC website for Peer City information



Questions and Discussion





Thank you for including the
Florida League of Cities in
your process!



MEMORANDUM

To: The City of Mount Dora, Charter Review Committee

From: Patrick Brackins, Esq.

CC: Vince Sandersfeld

Re: Charter Review Process, Recommended Procedures

April 11, 2024

Welcome to the 2024 Mount Dora Charter Review Committee. Please find below a brief summary of your responsibilities under the Charter, a summary of the ballot summary and title requirements for charter amendments under Florida law, and a recommended procedure for you to consider. I look forward to working with you.

Charter Review Committee.

Section 9 of the Charter provides that the City Council shall appoint an ad hoc committee to review the charter no less than once every five years. The final report of the 2019 Charter Review Committee has been included in your packet. On April 2, 2024, the City Council, pursuant to Resolution 2024-12, established the 2024 Charter Review Committee. Under Section 9, your report and recommendations to the City Council must be presented no later than the second regularly scheduled City Council meeting in June. However, because any recommended charter amendments approved by the City Council to be placed on the ballot for the next general election must be done by ordinance, my recommendation is that your final report be presented to the City Council no later than the end of May.

Ballot Summary and Ballot Title Requirements.

Florida law requires that a ballot summary not exceed 75 words in length and a ballot title may not exceed 15 words in length. Fla. Stat. § 101.161(1). The ballot summary is an explanatory statement and

it must “provide fair notice of the content of the proposed amendment so that the voter will not be misled as to its purpose, and can cast an intelligent and informed ballot.” *Advisory Op. to Att’y Gen. re Term Limits Pledge*, 718 So. 2d 798, 803 (Fla. 1998). Similarly, a ballot title may not be written in a manner that misleads the public. I am happy to provide more detailed information on this topic if it will assist you.

Recommended Review Procedure.

With less than two months to conduct a comprehensive, efficient, and effective review of the City of Mount Dora Charter, I want to offer the following recommendations based on our firm’s collective experience and participation in numerous charter reviews while serving as legal counsel. My recommendations are as follows:

- Set a realistic regular meeting schedule at today’s meeting with the understanding that each meeting will be publicly noticed, agendas will be prepared, and minutes will be taken.
- The Charter has seven (7) articles. You can dedicate certain meetings to certain articles for review, but you also do not have to be beholden to that schedule. For example, if a majority of the public comments and members’ attention is directed to a particular article, you can devote more time to those items.
- Remember, the Sunshine Law and Public Records Act applies to this committee and its meetings. While I can share memorandums with the committee between meetings, the committee’s discussions must take place between the gavels at a public meeting. Please plan accordingly when determining your meeting schedule.
- Conduct the meetings like any regular public meetings by allowing a public comment period at the beginning, before getting into the actual discussion of the charter sections on the agenda for that specific meeting. Three minutes is widely used for individual public comments. Once the working portion of the meeting begins (the committee’s discussion of the various sections), make sure the discussion stays with the committee and does not become an open forum. Remind the public that they may submit written public comments. If it is your wish to adopt Robert’s Rules of Order, do so only as a guide since strict application will only hinder your ability to perform your work in an efficient manner due to the time constraints.
- Set a time limit for the meetings (2 hours for example) and stick to it.
- Include legal counsel at all meetings (in person or by Zoom) so any suggestions for changes that may be headed down a problematic path can be redirected or advised upon before they

gain traction. In other words, before the community and council members get invested in a change that is not legally permissible, please consult your counsel. For example, as many of you know, the Committee may not change the legal boundaries of the City via a charter amendment. In addition to oral opinions, please seek memorandums of law on particular subjects as they arise so you can make fully informed decisions about what the Committee may recommend to the City Council.

- While I will attend all of your meetings, if I have a conflict, another member of our firm will attend each of your meetings.

Charter Presentation

May 9, 2024

Forms of Government

- ▶ There are 4 basic forms of government in the United States.
 - Strong Mayor Form of Government
 - Weak Mayor Form of Government
 - Council–Manager Form of Government
 - Commission Form of Government

Forms of Government

- ▶ Characteristics of Strong Mayor Form of Government
 - Presidential in Model
 - Concentrates Executive Power and Authority in One Individual
 - The Mayor Appoints all Department Heads–Some Charters do require advice and consent by the City Council.
 - The Mayor usually retains veto authority over Council actions. Council may over ride Mayor veto. Charter defines the percentage to over ride a veto.

Forms of Government

- ▶ Strong Mayor Form of Government
 - Direct Control over the day-to-day operation of the City
 - Often there is a Split Policy Agenda
 - Appoints the City Administrator who is responsible of carrying out the Mayor's Policies. City Administrator is responsible to the Mayor only
 - Council retains all legislative authority
 - Mayor proposes a budget and Council approves the budget. Mayor is responsible for administering the budget. Council has oversight responsibility

Forms of Government

- ▶ Strong Mayor Form of Government
 - Council Agenda and Priorities often do not agree with the Agenda and Priorities of the Mayor
 - Council selects its own presiding officer
 - Charter outlines in detail the powers and authority of both the Mayor and Council
 - This form of government tends to be more political
 - This form of government is often seen in larger cities. However, there are a number of large cities in the US who have other forms of government
 - Approximately 28% of cities in Florida operate under this form of government

Forms of Government

- ▶ **Weak Mayor–Council Form of Government**
 - Mayor is directly elected but power and authority are restricted
 - Mayor may or may not be the chair of the Council. Normally, the Council selects its own chair.
 - The Mayor is responsible for the day-to-day operations of the City
 - The Council retains far more authority over the daily operations of the City
 - The Council maintains control of the budget
 - All legislative authority is retained by the Council
 - Can be a conflict between the Mayor and Council over policy direction and issues
 - Slightly more than 1% of cities in Florida operate under this form of government

Forms of Government

- ▶ Commission Form of Government
 - Distinctly American
 - First Commission Form of Government was Galveston, Texas. (Galveston does not currently operate under Commission Form of Government)
 - Commissioners serve as elected department heads or areas of governance
 - The Commission form is very administrative inefficient
 - Conflicts of interest are common because Commissioners often prioritize their own Department needs ahead of the overall city needs

Forms of Government

▶ Commission Form of Government

- Legislative authority is vested in the Commission
- Commissioners come together to form the governing body
- Tends to in very small cities. Today less than .1% of cities in Florida operate under the Commission Form of Government
- Each Commissioner is responsible of the daily operation of their individual department or area
- Each Commissioners runs on an agenda for their specific department
- Tends to be very political
- Mayor or chair is more ceremonial with no real power

Forms of Government

- ▶ Council–Manager Form of Government
 - Distinctly American
 - First created in the early 1900s, in response to political machine scandals (example–KC Bosses James & Tom Pendergast–saloons, gambling & prostitution)
 - In the SE, Virginia, South Carolina and North Carolina were among the first with “professional manager” positions. Stanton, Virginia is often recognized as the first city in the nation to adopt the Council–Manager Plan. In Florida Approximately 69% of the cities have Council–Manager Form of Government in their charters

Form of Government

- ▶ Goal of Council Manager Form of Government
 - Supporters wanted to separate political pressures from the day-to-day administration of cities and counties
 - Focus on merit-based employment & professional service delivery
 - Patterned after business model: with voters as stockholders; Mayor and Council as board of directors setting the policy; CM as CEO responsible for day-to-day administration

Form of Government

► Council-Manager Details

- City Charter defines the role of the legislative body (council)
- City Charter defines powers and duties of the appointed manager
- The City Council appoints a professional manager to manage the day-to-day operation of the City and to implement City Council Policy, Priorities, Ordinances and Resolutions. Often the Charter will outline the qualifications that the Council will use in appointing a manager
- The Manager is responsible to the City Council for implementation of Council Policies, Ordinances and Resolutions
- The Manager is responsible to the City Council and can be removed at any time by the City Council, for cause and without cause
- Additional policies related to both roles are then written into city policies that are adopted by the council—examples could include—finance and procurement policies; investment policies; guidelines for conducting public meetings & citizen boards.

Form of Government

► Role of the Mayor and Council

- Unified form of government meaning that the Mayor and City Council are responsible for developing the vision for the City and establishing the Policy direction for the City
- Establishment of Policy is a Shared responsibility with the Mayor & Council. The Manager and staff are advisors to the Mayor and Council on Policy offering Policy Options and Recommendations
- Mayor is presiding Officer of City Council & ensures civility and structure during meetings
- Mayor & Council approve the annual budget, set the tax levies; approve all local ordinances, such as planning and zoning, stormwater, impact fees, etc. and establish annual policy priorities/goals for completion by the Manager

Form of Government

▶ Additional Council Roles

- Council is the local legislative body; state law requires appropriation of funds and most city charter contain fiscal, fiduciary, legislative and oversight responsibilities by Council
- Council works toward their decisions in publicly-noticed meetings (Open Meeting Laws) – including workshops, public hearings and legislative meetings
- Council also works with other elected officials (local, state & federal) to support the established priorities and goals of the City

Form of Government

► City Manager's Role

- Manager is responsible for day-to-day administration with personnel authority for staff (Note-Clerk & City Attorney are often separate Charter Officers appointed by Council)
- Manager prepares the budget to present to City Council reflecting Council priorities
- Manager has expenditure authority after the budget adopted (limits set by Council)
- Manager prepares agenda material with recommendations/research for council
- Manager provides updates on council priorities

Form of Government

- ▶ Key Steps in Council–City Manager Partnership
 - The International City–County Management Association (ICMA) recommends that City Councils discuss expectations and performance measurements with their City Manager annually
 - Attainable Goals (example–financially feasible), should be set for the Manager
 - The ICMA Code of Ethics ensures that managers remain non–political
 - Communication is the key: regular discussion times (individual meetings, workshops, etc) with mayor and council on priorities

Orientations and Retreats

- ▶ Many councils find it helpful to hold annual retreats for priorities/goal setting, long-range planning and to review specific strategies with the manager as required
- ▶ Newly-elected council members should have orientation time with the manager on priorities, issues, strategies and roles/responsibilities of Council and key staff
- ▶ Which is being covered today with the Council, manager and FCCMA senior advisors

Additional Resources

- ▶ The Model City Charter published by the National Civic League—an excellent guide
- ▶ Florida League of Cities for newly elected officials, annual conferences, and advanced sessions for elected officials
- ▶ Senior Advisors (retired city and county managers) available to work with cities on form of government questions. Senior Advisors may be requested through FCCMA.

Election of the Mayor

- ▶ There are three basic methods that Cities use to elect the Mayor
 - Direct Election of the Mayor
 - Elected by the Governing Body
 - Rotation Amongst the Members of the Governing Body

Election of the Mayor

- ▶ Under the Strong Mayor and Weak Mayor Form of Government, the Mayor is directly elected
- ▶ Under the Council–Manager Form of Government, the Mayor is a member of the governing body
 - The Direct election method under the Council–Manager Form of Government designates one of the Council seats as the Mayor’s position. The Mayor runs city–wide. The Charter outlines responsibilities of the Mayor. More Cities are using this method of selecting the Mayor
 - Elected by the City Council was the traditional method of electing the Mayor when it was formed. The Mayor’s primary role is chairing the meeting, signing documents, etc.
 - Rotation Method is used by some cities. It means that the Mayor’s position is rotated annually amongst the membership allowing each Council Member the opportunity to be Mayor. The Mayor’s primary role is chairing the meeting, signing documents, etc.

Electing City Council Members

- ▶ There are three distinct ways of electing Council Members
 - Single Member Districts
 - Council seats are organized into districts of equal population
 - A member of Council is elected to represent each district
 - Only those voters in that district can vote for their representative
 - One of the pitfalls of a single member district is that the elected official may have a district perspective, not a city-wide perspective

Electing City Council Members

- ▶ Three distinct ways of electing Council Members
 - At Large
 - The number of Council seats is determined by Charter
 - No requirement to live in a specific area of the City
 - Voted on by all the voters
 - All members have to have a city-wide perspective
 - One of the pitfalls is that all members could live in only one area
 - A second pitfall is it potentially limits minority participation

Electing City Council Members

- ▶ Three distinct ways of electing Council Members
 - Hybrid
 - City is divided in Council Districts based on population
 - In order to run for office, a person must reside in the district
 - The candidates run city wide
 - Guarantees representation of all areas of the city rather than a potential concentration of elected officials from one specific area of the city
 - Council Members must have a city-wide perspective

EXHIBIT C – MATRIX OF CHARTER AMENDMENTS

Charter Section	Title and Ballot Question	Purpose	Proposed Language
Part I - (Create Preamble)	CREATING A PREAMBLE TO THE CHARTER OF THE CITY OF MOUNT DORA Amending the charter by creating a preamble, stating the values, goals and purposes of the charter and acknowledging that Mount Dora is “SOMEPLACE SPECIAL.” This charter amendment does not create any new rights, duties, obligations, or prohibitions.	This Charter amendment would create a preamble to the charter. Many other municipalities have preambles, but the City of Mount Dora’s charter does not. While the preamble does not create any specific rights or duties, it provides a statement of who Mount Dora is and its goals.	<u>We the people of the City of Mount Dora, Florida, under the constitution and laws of the State of Florida do hereby adopt this charter to secure the benefits of local self-government and provide for honest and accountable council-manager government. Mount Dora is "SOMEPLACE SPECIAL." We seek to ensure that our history, arts, culture, quality of life and commitment to social equity endure. Our charter aspires to enshrine these values to preserve and strengthen all that is best about our City.</u>
Article II Establishment of Entity			
Section 4 City Council	REMOVING THE PROHIBITION ON VOTING IN ABSENTIA Amending the charter by removing the prohibition on city council members voting in absentia. This amendment will cause the determination of whether a member of the city council can participate and vote while not physically present will be determined by the general law of the State of Florida.	This Charter amendment would remove the prohibition on members of the city council being able to cast votes in absentia. The pandemic and advances in technology have created the possibility of having members who are physically absent being able to fully participate in city council meetings. Removing the prohibition means that whether a member may participate and vote while not being physically present will be determined in the future by the general law of the State of Florida.	The city council shall consist of seven (7) members, including the mayor. The mayor shall be considered a member of the city council for all purposes. Members of the city council may not cast votes in absentia.

Charter Section	Title and Ballot Question	Purpose	Proposed Language
Section 9(a) Charter Review	AMENDING THE MONTH FOR ESTABLISHING THE CHARTER REVIEW COMMITTEE Amending Section 9, to establish the charter review committee in January instead of April, and to amend the year from which the establishment of the committee begins.	This Charter amendment would amend when the charter review ad hoc committee would be formed and establish the year from when the review period would begin.	The city council shall cause this charter to be reviewed in 2014 <u>from 2024</u> no less than once every 5 years thereafter, by ad hoc committee and the city attorney. The city council may also cause the Charter to be reviewed as necessary at its direction. The ad hoc committee shall be appointed no later than the first regularly scheduled meeting of April January. The report of the ad hoc committee shall be presented to the city council no later than the second regularly scheduled council meeting of June.

Charter Section	Title and Ballot Question	Purpose	Proposed Language
Section 9(b) - Non-Interference	RENUMBERING AND PROHIBITING CITY COUNCIL MEMBERS FROM INTERFERING WITH OPERATIONS EXCEPT THROUGH CITY MANAGER Amending Section 9, renaming section, renumbering, and adding a prohibition on city council members interfering with city operations except through the City Manager. .	This Charter amendment would create a prohibition on members of the city council interfering with the administration of the City except through the City Manager. Many cities operating under the council-manager form of government have a charter provision prohibiting members of the city council from interfering with the operations of the City except through the City Manager. Creating this prohibition is consistent with best practices and the majority of other cities having this form of government. This amendment would also renumber Section 9.	(a) <u>Duties.</u> (1)The city council shall, by resolution, annually adopt a budget which is consistent with state law, city policy and procedures, and generally accepted accounting principles. (2)The city council shall annually cause to be conducted an audit of the accounts and records of the City of Mount Dora. The audit shall be performed by an independent certified public accountant, who shall be engaged for a term of no longer than five successive years, and who may not be engaged for an immediately successive term of any length following any five successive years, including any years served prior to the adoption of this provision. Upon receipt of the auditor's annual report, the city council shall adopt, by resolution, time parameters and procedures for the correction of all deficiencies noted in the auditor's annual report. (3)The city council shall create and maintain a codification of ordinances. The codification shall contain those ordinances designated by the city council in its sole and absolute discretion. The city council shall annually cause the codification established hereunder to be reviewed under the supervision of the city attorney. The city shall also periodically update the codification established hereunder. A report of the codification review shall be presented to the city council no later than the first regularly scheduled council meeting of August. (4)The city council shall cause this charter to be reviewed in 2011 and no less than once every 5 years thereafter, by ad hoc committee and the city attorney. The city council may also cause the Charter to be reviewed as necessary at its discretion. The ad hoc committee shall be appointed no later than the first regularly scheduled council meeting of April. The report of the ad hoc committee shall be presented to the city council no later than the second regularly scheduled council meeting of June. (5)The city council shall individually make appointments to all boards and ad hoc committees created by the city council based upon procedures from time to time be established by the city council. (b) <u>Prohibitions.</u> (1)<u>Interference with administration.</u> Except for the purpose of inquiries and investigations authorized by the city council, the city council or its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager solely through the city manager; neither the city council nor its members shall directly issue orders to these staff members, publicly or privately. This provision shall not be construed to restrict individual councilmembers from actively monitoring city operations, including asking questions and engaging in discussions with the city manager regarding matters concerning supervised employees, and to offer opinions and recommendations on such matters. Suggestions for improvement in city government operations from individual council members shall be made through the city manager so that the city manager may coordinate efforts of all city departments to achieve the greatest possible savings through the most efficient and sound means available.

Charter Section	Title and Ballot Question	Purpose	Proposed Language
Election and Vacancies			
Section 11 - Biannual General Elections	CORRECTING THE CHARTER TO REFLECT GENERAL ELECTIONS ARE HELD BIANNUALLY Amending Section 11 to correctly reflect general elections are held Biannually	This Charter amendment corrects changes made to the election cycle in 2019 to reflect that general elections will be held biannually.	A general election shall be held each year <u>biannually</u> on the first Tuesday after the first Monday in November. Special elections, other than those expressly provided for herein, may be called for by the city council as the city council, in its sole and absolute discretion, deems necessary.
Section 12 - Renumbering and Increasing Term Limits	INCREASING TERM LIMITS TO TWELVE CONSECUTIVE YEARS AND ADDING SUBHEADINGS Amending Section 12 to increase the term limits to twelve (12) consecutive years, adding subheadings, and bringing language up to date.	This Charter amendment provides subheadings, brings the language up to date, and increases the term limits from eight (8) consecutive years to twelve (12) consecutive years.	<u>(a) Terms.</u> The term of each city council office, including the office of the mayor, shall be four (4) years. However, all office holders shall continue in office until the office holder's successor is appointed or sworn to office, unless the office holder's office is declared vacant pursuant to this Charter. All elected councilmembers, including the mayor, shall assume office and be sworn at the first regularly scheduled meeting following certification of the election results. <u>(b) Staggered terms.</u> All members of the city council, including the mayor, shall each serve staggered terms. In 2024 and every four years thereafter, the mayor, the representative of district 1, the representative of district 4, and the representative of district 5 shall be elected for a three (3) year term beginning in 2021 and thereafter, beginning in 2024, for four (4) year terms. In 2022 and every four years thereafter, the representative of district 2, the representative of district 3, and the at-large representative shall be elected for four (4) year terms beginning in 2022. <u>(c) Term limits.</u> The mayor, any district representative, and the at-large representative may only serve eight (8) <u>twelve (12)</u> consecutive years in the same position. The time served by a person appointed or elected to fill the remainder of a vacant position shall not be included in the eight year <u>twelve (12) year</u> limitation.

Charter Section	Title and Ballot Question	Purpose	Proposed Language
Section 17 - Vacancies	REPLACING AND REORGANIZING CHARTER LANGUAGE REGARDING COUNCIL VACANCIES AND SCHEDULING SPECIAL ELECTIONS Amending Section 17 to clarify requirements for filling council vacancies and holding special elections, reorganizing section with subheadings.	This Charter amendment repeals and replaces the current Section 17 language regarding council vacancies in office and the holding of a special election to fill a council vacancy. The amendment further creates subheadings and reorganizes the language of the current charter regarding council vacancies and forfeiture from office.	The office of any councilmember, including the office of the mayor, who dies or resigns, or who is removed from office, or who is absent from four (4) consecutive regularly scheduled council meetings, shall be declared vacant by resolution of the remaining councilmembers. The office of any councilmember, including the office of the mayor, who is absent from four (4) nonconsecutive regularly scheduled council meetings during a calendar year, may be declared vacant by resolution of the remaining councilmembers. The office of any councilmember who is a district representative, and who establishes a permanent residence outside of the district which the councilmember represents, shall be declared vacant by resolution of the remaining councilmembers. Should the office of any councilmember, including the office of the mayor, be declared vacant more than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the city council shall call for a special election to fill the vacancy for the remainder of the term of the office vacated. Should the office of any councilmember, not including the mayor, be declared vacant less than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the mayor shall appoint, with the approval of city council, an elector of the city, who is qualified to hold the particular office declared vacant, to fill the vacancy. Should the office of the mayor be declared vacant less than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the vice mayor shall assume the office of the mayor. The council office held by the vice mayor shall be declared vacant and shall be filled in accordance with this section. Any city council office, including the office of the mayor, filled by appointment pursuant to this section shall be open for election on the first Tuesday after the first Monday of the immediately following November, whereupon the office will be filled for the unexpired portion of the existing term or for a full term, whichever is applicable. <u>(a) Vacancies.</u> The office of any councilmember shall become vacant upon the member’s death, resignation, removal from office in any manner authorized by law, or by forfeiture of office. <u>(b) Forfeiture of officer.</u> A councilmember’s forfeiture of office shall be declared by resolution of the remaining councilmembers under the following circumstances: <u>(1) By absence.</u> A councilmember shall forfeit their office if the councilmember is absent from four (4) consecutive regularly scheduled council meetings without good cause as determined by the city council. The council may, in its discretion, declare a member’s forfeiture if the councilmember misses four (4) non-consecutive meetings within a calendar year. <u>(2) By disqualification.</u> Any councilmember who is a district representative shall forfeit their office upon establishing a permanent residence outside the district they represent. <u>(c) Filling vacancies.</u> A vacancy in the council other than the mayor's seat shall be filled by appointment of a qualified person by a majority vote of the remaining members of city council to serve until the next biannual general election, at which time the vacant position shall be filled by a vote of the electors for the remainder of the original term, if any. If the city council fails to appoint a successor to serve to the date of the next general election within sixty (60) days following the occurrence of the vacancy, the election authority shall call a special election to fill the vacancy, to be held as soon as practicable. If a vacancy in the office of the mayor occurs, the vice-mayor shall assume the office of the mayor for the remainder of the mayor’s original term, and the council office held by the vice-mayor shall be filled in the manner provided in Section 7 of the Charter.

Charter Section	Title and Ballot Question	Purpose	Proposed Language
Article V., City Manager			
Sections 20 and 21, Appointment and Removal	REQUIRING SUPER MAJORITY VOTE OF CITY COUNCIL TO APPOINT OR REMOVE CITY MANAGER Amending Sections 20 and 21 to require a super majority vote of the city council, five (5) votes, to appoint or remove the City Manager	This Charter amendment provides that the City Manager shall be appointed and removed by a super majority vote of the City Council, meaning five (5) members of the City Council must vote to appoint or remove the City Manager.	<u>Art. V., Sec. 20. Appointment.</u> The city council shall, by a <u>super</u> majority (<u>five (5) members</u>) vote of the full council, appoint a city manager. <u>Art. V., Sec. 21. Removal.</u> The council may remove the city manager by a <u>super</u> majority (<u>five (5) members</u>) vote of the full council. However, upon demand by the city manager, a public hearing shall be held prior to a vote to remove the city manager. The public hearing shall be held, at a city council meeting, not earlier than fifteen (15) days nor more than thirty (30) days after the demand is served. The demand must be in writing and served upon the mayor. The city manager shall continue to receive full salary until removed from office.



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

DATE: July 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, 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 of current work in progress.

Discussion:

Gray Robinson, P.A. supports the City of Mount Dora in respect to Legislative items and appropriations. Attached is the following:

- May 2023 Monthly Report

Budget Impact:

Lobbyist Activities are funded in account 421-1910-536.31-11 in the amount of \$42,000.00.

Strategic Impact:

The contract with Gray Robinson, P.A. allows for cooperation from State, County, and surrounding communities toward the Innovation District and future infrastructure through grants and legislative processes.

Recommendation:

Data provided is informational.

Attachment(s):

1. Mount Dora May 2024 Report

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

Final Approval - 6/21/2024

May 31, 2024

**City of Mount Dora
May Activity Report**

2024 Regular Session- Status of Passed Bills

As of 05/30/2024

Bills Passed Both Chambers:	325
Vetoed by Governor:	2
Filed with the Secretary of State	12
Approved by Governor	225
Pending on Governor's Desk	19
Awaiting Presentation	67

Communications

- Correspondence with Representatives Truenow and Yarkosky
- Florida Department of Environmental Protection Grant Information

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