



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

Mount Dora City Council
Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
August 20, 2024, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

- | | |
|------------------------------|---|
| 1. School Zone Speed Cameras | 4 |
| 2. City Insurance Program | 5 |

PUBLIC COMMENT

At this time, members of the public may come forward to comment on any topic that is related to City business but not listed on the agenda. Prior to the meeting, please complete a Speaker Card and provide it to the City Clerk. At the beginning of your comment, please clearly state your name and address for the record. Each speaker may speak for up to three minutes.

APPROVAL OF AGENDA

CONSENT AGENDA

- | | |
|--|-----|
| 1. Request Approval of Piggyback Agreement with Precision Contracting Services | 18 |
| 2. Request Approval of Task Authorization with Faden Builders, Inc. for Installation of a Diesel Generator at WWTP#1 | 193 |
| 3. Request Approval to Apply for and Accept the Florida Department of State Small-Matching Grant to Revise the Mount Dora Historic Design Guidelines | 205 |

4. Request Approval to Apply for the Florida Forest Stewardship Grant for Forest Preserve and Authorize the Mayor to Sign the Application when Complete 246
5. Request Approval to Apply for the Land and Water Conservation Fund Grant and Request Authorization for the Mayor to Sign the Application Once Complete 251
6. Approval of Meeting Minutes: 254
 - June 4, 2024 City Council Regular Session Minutes
 - June 18, 2024 City Council Regular Session Minutes
 - August 3, 2024 City Council Emergency Meeting

ACTION ITEMS

1. Request Approval of Piggyback Agreement with Redzone Robotics Inc. for Manhole and Sanitary Main Inspections 276

CITY ATTORNEY'S REPORT

CITY MANAGER'S REPORT

1. City Manager Evaluation Process 356

COMMUNICATIONS AND REPORTS

1. Councilmember Dennis Dawson
2. Councilmember Nate Walker
3. Councilmember Doug Bryant
4. Councilmember John Cataldo
5. Councilmember Cal Rolfson

6. Vice-mayor Marc Crail

7. Mayor Crissy Stile

FUTURE MEETING DATES

1. Monday, August 26, 2024, 6:00 PM, Final Budget Workshop: Overall Budget
2. Tuesday, September 3, 2024, 6:00 PM, Regular Session
3. Tuesday, September 10, 2024, 6:00 PM, Special Meeting: Fire Assessment Rate Public Hearing

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: August 20, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: School Zone Speed Cameras

Introduction:

This is an opportunity for staff to provide a presentation to City Council for a proposed school zone speed camera program.

Discussion:

Presentation on a proposed school zone speed camera program.

Budget Impact:

N/A

Strategic Impact:

GOAL 2: Infrastructure / Public Safety

Recommendation:

Presentation.

Attachment(s):

Prepared by: Vince Sandersfeld, City Manager
Reviewed by: Michael Gibson, Chief of Police
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/7/2024
Approved - 8/14/2024
Final Approval - 8/14/2024



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

DATE: August 20, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: City Insurance Program

Introduction:

This is presentation on the City's Insurance program.

Discussion:

Staff will introduce the City's insurance company and provide an update to City Council on the program, benefits, cost, etc. This is a companion presentation to the recent July 22, 2024, Budget Workshop, and is an opportunity for City Council to be advised of the current program and related aspects.

Budget Impact:

N/A

Strategic Impact:

GOAL 3: Fiscal Resources / Human Resources

Recommendation:

Presentation of information only; no action requested.

Attachment(s):

1. MD presentation exhibits 8-8-24
2. COMD - SF Plan Performance Report 062024
3. SF vs. FI exhibit

Prepared by: Vince Sandersfeld, City Manager
Reviewed by: Matthew Dodson, Budget Officer
Alan Cline, Director of Human Resources
Jeanann Hand, City Clerk

Approved - 8/2/2024
Approved - 8/5/2024
Approved - 8/5/2024

Vince Sandersfeld, City Manager

Final Approval - 8/5/2024

City of Mount Dora Medical Plan Cost			
	2022-23 Actual 221	2023-24 Forecast 216	2024-25 Forecast 216
Average Plan Enrollment, Employees			
Net Incurred Claims: Medical, Pharmacy	\$2,123,000	\$2,432,000	\$2,880,000
Total Expenses: Stop Loss, Admin	<u>\$641,000</u>	<u>\$653,000</u>	<u>\$658,000</u>
Total Cost	\$2,764,000	\$3,085,000	\$3,538,000
Employee Share	<u>(\$433,000)</u>	<u>(\$399,000)</u>	<u>(\$399,000)</u>
City Share	\$2,331,000	\$2,686,000	\$3,139,000
Funding, per Rates (excl. add'l City funds)	\$1,972,000	\$2,289,000	\$3,538,000
Gain/(Loss) vs. Total Cost	<u>(\$792,000)</u>	<u>(\$796,000)</u>	\$0
Renewal (Change in Funding Rates)			55%
Total Cost Per Employee Per Month	\$1,041	\$1,190	\$1,365
Employee Share Per Employee Per Month	<u>(\$163)</u>	<u>(\$154)</u>	<u>(\$154)</u>
City Share Per Employee Per Month	\$878	\$1,036	\$1,211
Funding Rates			
Employee Only	\$489.85	\$593.76	\$917.77
Employee + Dependents	\$1,244.27	\$1,531.15	\$2,366.69

Large Claim Profile

Threshold	Number of Claims Above Threshold					
	Oct 23- May 24	4 Year Average	Oct 22- Sep 23	Oct 21- Sep 22	Oct 20- Sep 21	Oct 19- Sep 20
\$50,000	9	7	14	5	3	6
\$100,000	3	2	3	2	1	2
\$160,000	0	0	1	0	0	0
\$200,000	0	0	1	0	0	0
\$250,000	0	0	0	0	0	0
Enrollment	214	238	221	240	244	248

Interpretation of chart, using the Oct 21-Sep 22 column:

5 large claims exceeded \$50,000.
Of those 5, 2 exceeded \$100,000.
Of those 2, 0 exceeded \$160,000.

City of Mount Dora

Plan Performance Report

Medical & Rx

Employee Benefits

Data Through: 06/30/2024

Produced On: 07/24/2024

Presented by:
Scott Hindman
Senior Vice President
Matt Hall, GBDS
VP Employee Benefits Advisor

Prepared by:
Tara Katona
Analytics Consultant



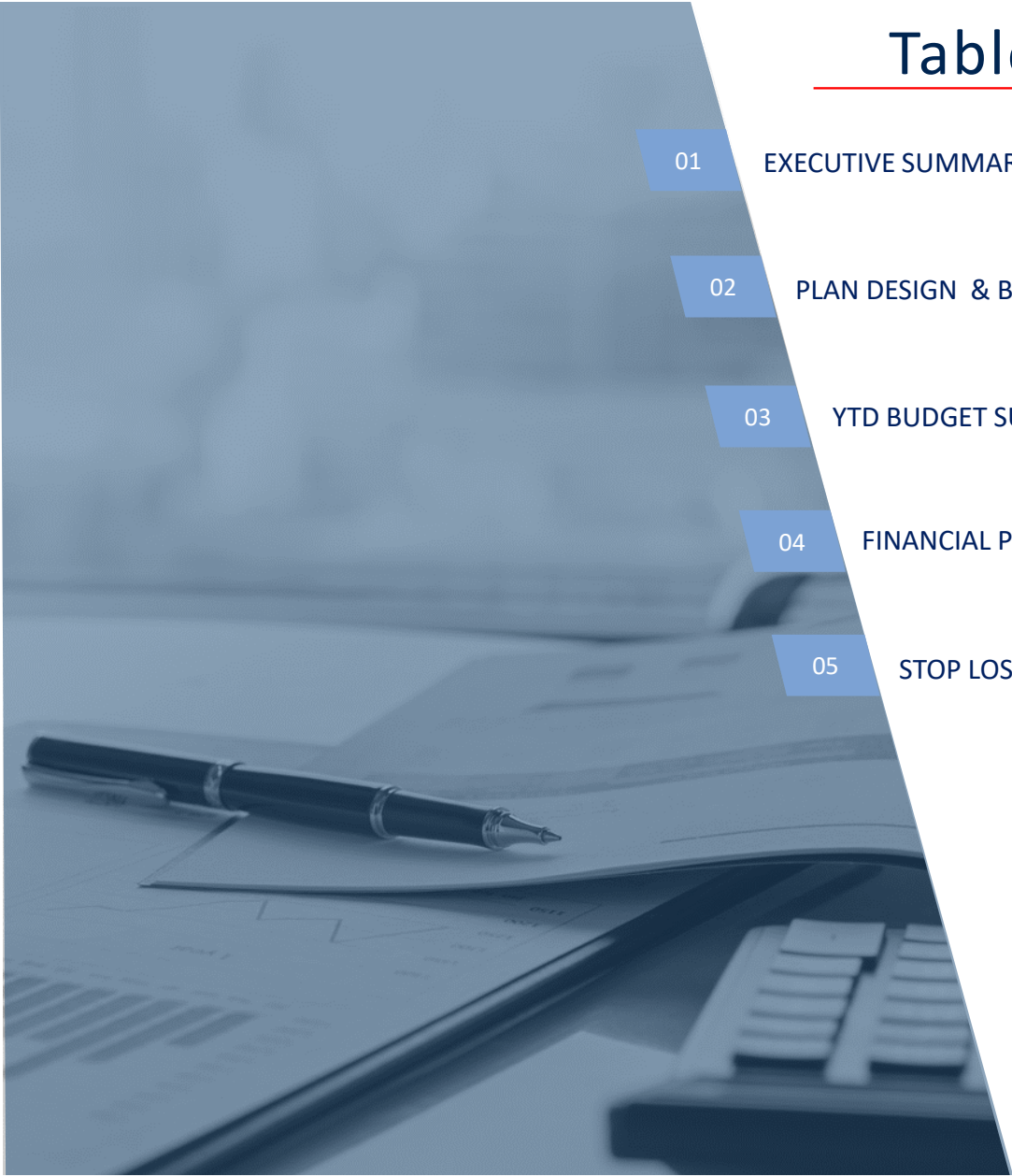


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01 EXECUTIVE SUMMARY

02 PLAN DESIGN & BENCHMARKING

03 YTD BUDGET SUMMARY

04 FINANCIAL PERFORMANCE

05 STOP LOSS & HIGH COST CLAIMANT TRACKING

Executive Summary

Current Period: October 1, 2023 - June 30, 2024
 Current EE Enrolled: 223
 Average EE Enrolled: 215

Current Plan Spend

\$1,643,640	Gross Medical Claims
\$305,092	Gross Pharmacy Claims
\$487,739	Reinsurance, Admin & Misc. Fixed Expenses ¹
(\$133,600)	SL Reimbursements & Rx Rebates
\$2,302,872	Net Plan Spend
\$1,192	Net Plan Spend PEPM

Current Expenses vs. Funding

Total	PEPM	Expected	
\$2,302,872	\$1,192	\$884	Net Plan Spend
\$298,528	\$155	\$155	Est. Employee Contributions YTD
\$2,004,344	\$1,037	\$730	Actual Employer Spend
\$1,410,113	\$816	--	Employer Funding YTD
-\$594,231	-\$308	--	Funding Variance - Surplus / (Deficit)

YTD High Cost Claimants

\$767,850 39.4%	> \$64,000 paid (medical & rx) ² % of Total Gross Claims
6	# of Claimants Exceeding \$64,000
\$160,625 8.2%	> \$160,000 Ded paid (medical & rx) ² % of Total Gross Claims
1	# of Claimants Exceeding \$160,000 Ded

Actual Claims vs. Aggregate Max

\$1,948,733 84.6%	Net Claims YTD % of Net Plan Spend
\$1,220,902 159.6%	Claims Funding YTD ³ Claims to Funding
\$1,500,799 129.8%	Expected Claims YTD Claims to Expected
\$2,019,545 96.5%	Max Claims YTD Claims to Max

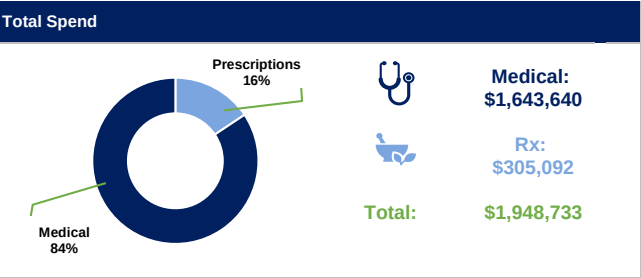
Reporting Basis: Paid

¹Employer HSA Contributions are included in the Misc. Fixed Expenses & the Employer Funding YTD

² Shock claimant reporting threshold is set ~, Around 40% unless other reason of ISL deductible. ISL deductible is \$160,000 Ded for current plan year

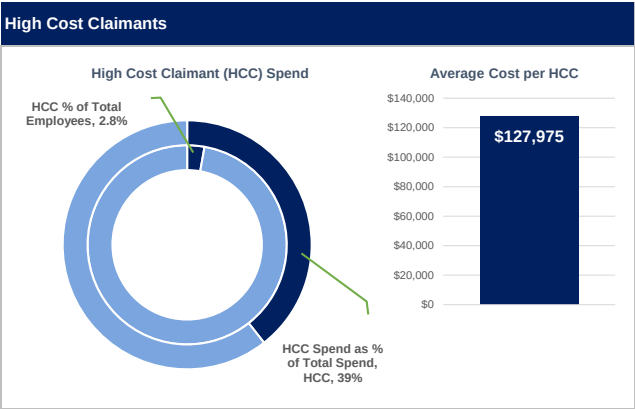
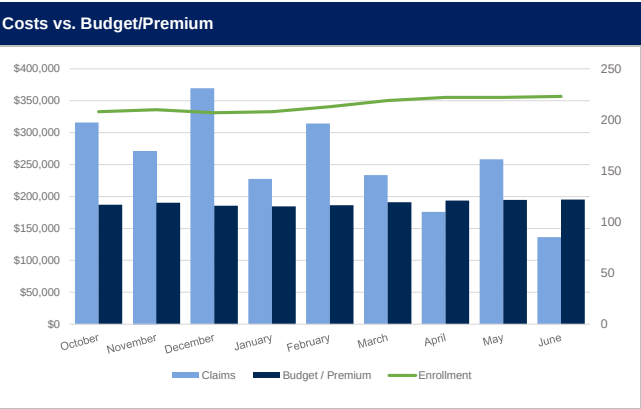
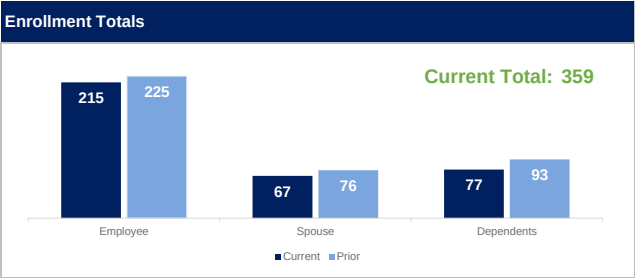
³Claims Funding is Total Funding less Fixed Expenses

Executive Summary



Gross Spend PEPM

	Current	Prior	% Change
Medical:	\$851	\$652	30.5%
Rx:	\$158	\$158	-0.2%
Total:	\$1,009	\$810	24.5%



Current Period
October 1, 2023 - June 30, 2024
Prior Period
October 1, 2022 - June 30, 2023

Medical / Rx Plan Design & Benchmarking

October 1, 2023 - September 30, 2024

Figures as of:

October 1, 2023

	City of Mount Dora	Benchmark Avg Values ¹ Public Administration
Estimated AV Calculations ²	87.2%	
Plan Name	BlueOptions 03559	341 ≈ Accounts
Plan Type	PPO	
Network Status	In-Network	In-Network
Deductible		
Single	\$750	\$1,000
Family	\$2,250	\$2,000
Deductible Basis	Calendar Year	
Out of Pocket Maximum		
Single	\$2,500	\$5,075
Family	\$5,000	\$12,250
Coinsurance Level	80%	80%
Office Visits		
Primary Care	\$50	\$20
ER	\$150	\$75
Prescription Drugs (Rx) - Retail		
Rx Deductible	\$0	N/A
Tier 1 Copay Generic	\$20	\$10
Tier 2 Copay Brand (Pref)	\$30	\$30
Tier 3 Copay Brand (Non_Pref)	\$75	\$50
Monthly EE Contributions	BlueOptions 03559	39 ≈ Accounts
EE-Only	\$48.44	\$85.00
EE+SP	\$390.58	\$327.00
EE+CH	\$390.58	\$358.00
Family	\$390.58	\$537.00
ASO - Self Funded Contract		
ASO Premium	\$62.00	
Individual Stop Loss	\$160,000	
Contract Basis	Paid/12	
Aggregate Specific	\$100,000	
Lasers or Loads	None	
ISL Premium (EE)	\$111.70	
ISL Premium (FAM)	\$329.10	
Aggregate Stop Loss	\$1,000,000	
Contract Basis	Paid/12	
Aggregate Corridor	125%	
ASL Premium	\$11.35	
Max Attachment Factor (Single)	\$677.11	
Max Attachment Factor (Family)	\$1,625.06	

Notes

¹ Benchmark is based upon RiskMatch book of business

² Estimated Actuarial Values are calculated using the 2024 CMS AV calculator

Self-Funded Budget Report - October 1, 2023 - September 30, 2024
Summary - Consolidated

Medical Administrator BCBS of Florida
Pharmacy Benefit Manager BCBS of Florida

Date	Employee Only	Employee + Spouse	Employee + Child/Children	Family	Total Enrolled Employees	Total Members	Total Funding ²	Employee Contribution	Employer Funding
Oct-23	140	0	0	68	208	353	\$187,245	\$33,341	\$153,904
Nov-23	140	0	0	70	210	359	\$190,307	\$34,122	\$156,185
Dec-23	140	0	0	67	207	349	\$185,713	\$32,950	\$152,763
Jan-24	143	0	0	65	208	348	\$184,432	\$32,315	\$152,118
Feb-24	149	0	0	64	213	350	\$186,464	\$32,215	\$154,249
Mar-24	154	0	0	65	219	358	\$190,964	\$32,847	\$158,116
Apr-24	156	0	0	66	222	364	\$193,682	\$33,335	\$160,348
May-24	155	0	0	67	222	370	\$194,620	\$33,677	\$160,943
Jun-24	156	0	0	67	223	371	\$195,214	\$33,726	\$161,488
Jul-24									
Aug-24									
Sep-24									
YTD Totals/ Averages	148	0	0	67	215	358	\$1,708,641	\$298,528	\$1,410,113

Date	Fixed Expenses					Claims			ISL Reimbursements	Grand Total ¹ Fixed + Net Claims	Funding Variance Surplus / (Deficit)	Expected Claims	Maximum Claims
	Stop Loss Premium - ISL	Stop Loss Premium - ASL	Administration	HSA Contributions	Total	Paid Medical Claims	Paid Rx Claims	Gross Total					
Oct-23	\$38,017	\$2,361	\$12,896	\$0	\$53,274	\$226,960	\$35,587	\$262,547	\$0	\$315,820	(\$128,576)	\$164,240	\$205,299
Nov-23	\$38,675	\$2,384	\$13,020	\$0	\$54,079	\$184,718	\$32,554	\$217,272	\$0	\$271,351	(\$81,044)	\$166,840	\$208,550
Dec-23	\$37,688	\$2,349	\$12,834	\$0	\$52,871	\$309,124	\$49,761	\$358,886	\$0	\$411,757	(\$226,043)	\$162,940	\$203,674
Jan-24	\$37,365	\$2,361	\$12,896	\$0	\$52,621	\$141,812	\$33,190	\$175,003	\$0	\$227,624	(\$43,192)	\$161,965	\$202,456
Feb-24	\$37,706	\$2,418	\$13,206	\$0	\$53,329	\$243,540	\$17,437	\$260,977	\$0	\$314,306	(\$127,842)	\$163,915	\$204,893
Mar-24	\$38,593	\$2,486	\$13,578	\$0	\$54,657	\$191,759	\$33,460	\$225,219	\$0	\$279,875	(\$88,912)	\$167,923	\$209,904
Apr-24	\$39,146	\$2,520	\$13,764	\$0	\$55,430	\$89,274	\$31,214	\$120,487	\$0	\$175,917	\$17,766	\$170,306	\$212,883
May-24	\$39,363	\$2,520	\$13,764	\$0	\$55,647	\$171,965	\$30,789	\$202,754	\$0	\$258,401	(\$63,781)	\$171,065	\$213,831
Jun-24	\$39,475	\$2,531	\$13,826	\$0	\$55,832	\$84,489	\$41,100	\$125,589	\$0	\$181,421	\$13,793	\$171,607	\$214,508
Jul-24													
Aug-24													
Sep-24													
YTD Totals/ Averages	\$346,027	\$21,928	\$119,784	\$0	\$487,739	\$1,643,640	\$305,092	\$1,948,733	\$0	\$2,436,472	(\$727,831)	\$1,500,799	\$1,875,999

Derived from Agg Attachment Factors

% Medical Claims	84%
% Pharmacy Claims	16%

Rx Rebate History - Paid Current Period YTD		
Check Date	Attributable Period	Amount
Dec 2023	Q3 2023	\$42,116.70
Mar 2024	Q4 2023	\$46,444.05
Jun 2024	Q1 2024	\$45,039.17
Total Rebates		\$133,600

Estimated ASL Reimbursement		
Total	YTD Net Claims	\$1,948,733
	Est. Min Agg Ded	\$2,019,545
	Max Attachment	\$1,875,999
	Est. Reimbursement	\$0

Net Program Expenses - Budget Surplus / (Deficit)	
Net Program Expenses ²	\$2,302,872
Total Funding	\$1,708,641
Adjusted Surplus / (Deficit)	(\$594,231)
Expense to Budget	134.8%

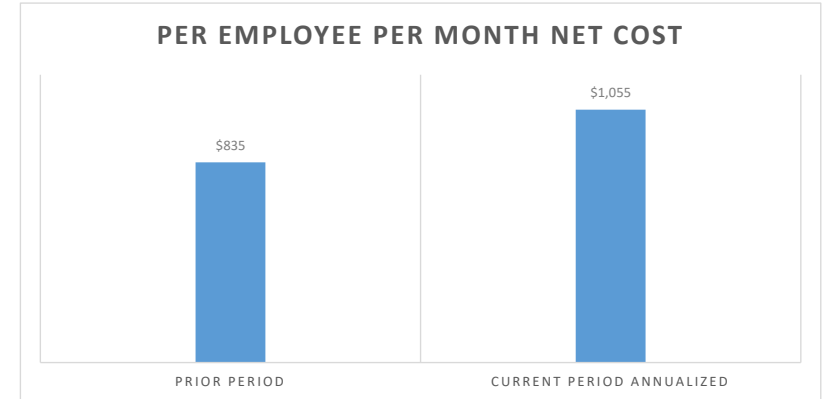
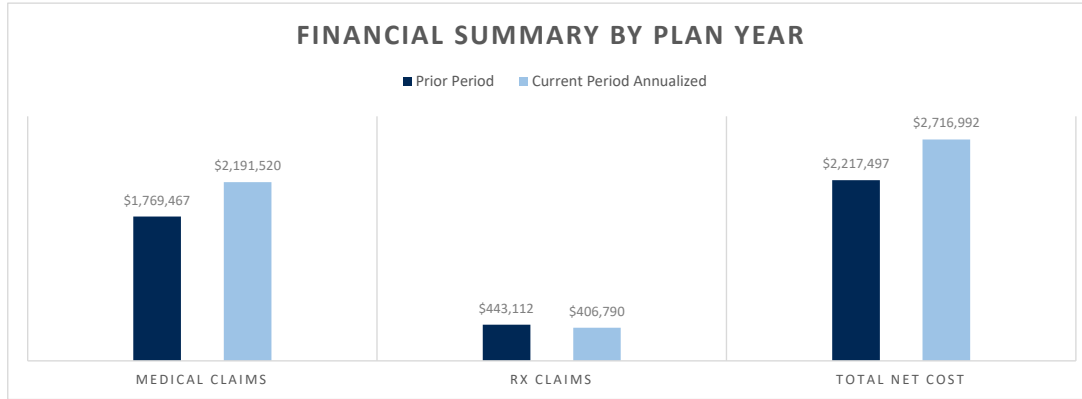
YTD Large Claimants		Medical Paid	Rx Paid	Total Paid
Total	High Cost Claimant Total (> 64,000)	\$742,943	\$24,907	\$767,850
	Amount in Excess of ISL Deductible			\$625
	Eligible for Reimbursement			\$0

Notes

¹Grand Total is Fixed Expenses + Gross Program Claims - ISL Reimbursements. Does not include ASL Reimbursements or Rx Rebates

²Grand Total - YTD Paid Rx Rebates

Financial Summary



Totals - Annualized

Plan Year - Totals	Prior Period	Current Period YTD	Current Period Annualized
Average Enrollment	221	215	215
Claim Basis	Paid	Paid	Paid
Gross Claims			
Medical	\$1,769,467	\$1,643,640	\$2,191,520
Rx	\$443,112	\$305,092	\$406,790
Total Gross Claims	\$2,212,579	\$1,948,733	\$2,598,310
Fixed Costs			
Admin	\$164,672	\$119,784	\$159,712
Stop Loss-Specific	\$449,582	\$346,027	\$461,369
Stop Loss-Aggregate	\$26,454	\$21,928	\$29,238
Total Fixed	\$640,708	\$487,739	\$650,319
Misc. Expenses			
HSA Seed	\$0	\$0	\$0
Total Misc.	\$0	\$0	\$0

Claims & Fixed Costs			
Total Gross Costs	\$2,853,286	\$2,436,472	\$3,248,629
Less: ISL Reimbursements	(\$46,993)	\$0	\$0
Less: Est. ASL Reimbursements	\$0	\$0	\$0
Less: Paid Rx Rebates	(\$155,977)	(\$133,600)	(\$133,600)
Less: EE Contributions	(\$432,819)	(\$298,528)	(\$398,037)
Total Net Costs	\$2,217,497	\$2,004,344	\$2,716,992

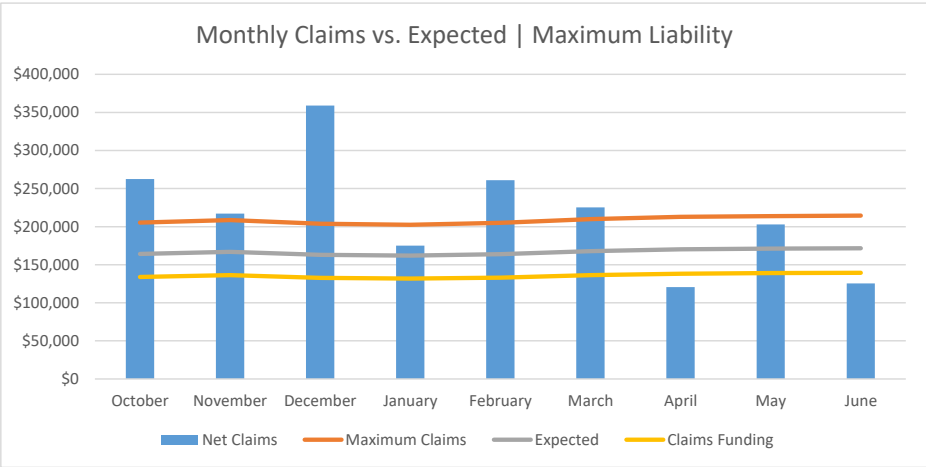
PEPM

Plan Year - PEPM	Prior Period	Current Period Annualized
Average Enrollment	221	215
Claim Basis	Paid	Paid
Gross Claims		
Medical	\$666	\$851
Rx	\$167	\$158
Gross Claims PEPM	\$833	\$1,009
Fixed Costs		
Admin	\$62	\$62
Stop Loss-Specific	\$169	\$179
Stop Loss-Aggregate	\$10	\$11
Fixed PEPM	\$241	\$252
Misc. Expenses		
HSA Seed	\$0	\$0
Total Misc.	\$0	\$0

Claims & Fixed Costs		
Gross Costs	\$1,074	\$1,261
Less: ISL Reimbursements	(\$18)	\$0
Less: Est. ASL Reimbursements	\$0	\$0
Less: Paid Rx Rebates	(\$59)	(\$52)
Less: EE Contributions	(\$163)	(\$155)
Net Costs PEPM	\$835	\$1,055

Aggregate Stop Loss Performance

Aggregate Stop Loss Contractual Terms	
Contract Basis	Paid/12
Basis - Incurred Dates	Paid
Basis - Paid Dates	October 1, 2023 - September 30, 2024
Aggregate Corridor	125%
Min Aggregate Deductible	\$2,692,727



	Enrollment		Gross Claims		ISL Reimbursements	Actual Cost vs. Contract Measures			Max Liability & Derived Expected Claim Cost		
	Single	EE+	Medical	Rx	Est. Reimbursements	Net Total	% of Expected	% of Maximum	Expected	Maximum	Min Aggregate Deductible
Oct-23	140	68	\$226,960	\$35,587	\$0	\$262,547	160%	117%	\$164,240	\$205,299	\$224,394
Nov-23	140	70	\$184,718	\$32,554	\$0	\$217,272	130%	97%	\$166,840	\$208,550	\$224,394
Dec-23	140	67	\$309,124	\$49,761	\$0	\$358,886	220%	160%	\$162,940	\$203,674	\$224,394
Jan-24	143	65	\$141,812	\$33,190	\$0	\$175,003	108%	78%	\$161,965	\$202,456	\$224,394
Feb-24	149	64	\$243,540	\$17,437	\$0	\$260,977	159%	116%	\$163,915	\$204,893	\$224,394
Mar-24	154	65	\$191,759	\$33,460	\$0	\$225,219	134%	100%	\$167,923	\$209,904	\$224,394
Apr-24	156	66	\$89,274	\$31,214	\$0	\$120,487	71%	54%	\$170,306	\$212,883	\$224,394
May-24	155	67	\$171,965	\$30,789	\$0	\$202,754	119%	90%	\$171,065	\$213,831	\$224,394
Jun-24	156	67	\$84,489	\$41,100	\$0	\$125,589	73%	56%	\$171,607	\$214,508	\$224,394
Total	1333	599	\$1,643,640	\$305,092	\$0	\$1,948,733	130%	96%	\$1,500,799	\$1,875,999	\$2,019,545
										-\$72,734	
YTD Estimated ASL Reimbursement			\$0								

Notes
The above calculation is illustrative in nature and does not take into account potential offsets to client expenses that would reduce the potential aggregate reimbursement, if any is due.

**Self-Funded Plan Cost
(Unbundled Costs)**

vs.

**Fully Insured Plan Cost
(All included in premium to insurance carrier)**

**Administrative Expenses
(Paid to claim & other vendors)**

**Admin / Profit / Premium Tax
Retention**

**Individual
Stop Loss Premium
(Paid to stop loss carrier)**

Pooling

**Aggregate
Stop Loss Premium
(Paid to stop loss carrier)**

Paid Claims

Paid Claims

**Self-funded Corridor
(Risk retained by plan sponsor)**

**Claims Payable Reserve / IBNR
(Held by plan sponsor)**

**Claims Payable Reserve / IBNR
(Held by carrier)**



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

DATE: August 20, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Piggyback Agreement with Precision Contracting Services

Introduction:

This is a request for the City Council to approve a piggyback agreement with Precision Contracting Services, Inc. for Fiber Optics Construction, Rehab, Maintenance, and Emergency Repairs under a piggyback agreement with Indian River County, Florida.

Discussion:

The City of Mount Dora previously entered into a piggyback agreement with Precision Contracting Services, Inc. (Resolution No. 2021-43), which expired on April 21, 2024.

The City has determined that leveraging a contract established by Indian River County, Florida, is an advantageous method for procuring fiber optic equipment, installation, and repairs. Precision Contracting Services, Inc., which has handled all the City's fiber installations, possesses comprehensive knowledge of the City's current fiber infrastructure and future requirements. Indian River County entered into a contract with Precision Contracting Services, Inc. on September 12, 2023. The contract's term is one year, with the option for four additional one-year extensions, subject to mutual agreement and a determination that the extension serves the owner's best interests.

The current City of Mount Dora purchasing policies and procedures, as well as Chapter 287, Florida Statutes, grant the authority to piggyback the purchase of goods and services as a form of inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

Budget Impact:

There is no impact on the Information Technology budget. These are on-call services and project-specific, contingent on future budgets.

Strategic Impact:

Improves the City's fiber optic network infrastructure and overall Public Safety, Infrastructure Sustainability, and Economic Growth within the Community

Recommendation:

City Council approve the piggyback agreement with Precision Contracting Services, Inc. for Fiber Optics Construction, Rehab, Maintenance, and Emergency Repairs.

Attachment(s):

1. Precision Piggyback Agreement

Prepared by: Jason Marlar, IT Director
Reviewed by: Matthew Dodson, Budget Officer
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/7/2024
Approved - 8/7/2024
Approved - 8/7/2024
Final Approval - 8/7/2024

AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation located at 510 N. Baker Street, Mount Dora, Florida 32757 (the “CITY”), and **PRECISION CONTRACTING SERVICES, INC.**, a Florida corporation located at 15834 Guild Court, Jupiter, Florida 33478 (the “CONTRACTOR”)(collectively, the “Parties”).

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest utilize that Fiber Optic Engineering, Design, Material, Supplies and Installation Services Agreement between Indian River County, Florida, and the CONTRACTOR dated September 12, 2023 (hereinafter the “Underlying Contract”), which was competitively solicited for and negotiated by Indian River County through the County’s Invitation To Bid (“ITB”) #2023056; and

WHEREAS, the CONTRACTOR has exhibited in its response to said solicitation that it is capable of providing the services required by the CITY.

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

SECTION 1. TERM AND TERMINATION.

The term of this Agreement shall extend from the date of execution through and including August 16, 2025 and may be terminated at any time given at least thirty (30) days’ written notice to the other Party.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide the materials, labor, services, and pricing to the CITY as set forth in **Exhibits “A”, “B”, “C”, and “D”**, attached hereto and made a binding part hereof by this reference, which consists of the **Underlying Contract**, the **Indian River County ITB #2023056**, **Addendum No. 1 to ITB #2023056**, and **CONTRACTOR’s bid submittal** dated July 25, 2023, respectively (collectively referred to hereinafter as the “Original Contract Documents”). Notwithstanding any contrary provision in the Original Contract Documents, 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 3. CONTRACT PROVISIONS.

The Parties hereto agree to be bound by all the terms and conditions of the Original Contract Documents unless otherwise modified or specified herein.

SECTION 4. **NOTICE.**

The Parties hereto agree that all notices required and/or made pursuant to this Agreement shall be in writing and shall be delivered in person or by United States certified mail, postage prepaid and return receipt requested, to the following addresses:

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

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

CONTRACTOR: Precision Contracting Services, Inc.
 15834 Guild Court
 Jupiter, Florida 33478

SECTION 5. **APPLICABLE LAW, VENUE, JURY TRIAL.**

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

SECTION 6. **MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument executed by both 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 Purchase Order issued by the CITY pursuant to this Agreement and the terms and conditions of the Underlying Contract, as attached, or any other CONTRACTOR-issued invoice or the like, the terms and conditions of this Agreement and/or any CITY-issued Purchase Order shall prevail.

SECTION 8. **FUND AVAILABILITY AND USE OF CONTRACTOR.**

The services to be performed in accordance with this Agreement are subject to the CITY'S annual appropriation of funds. The CITY, in its sole discretion, reserves the right to forego use of the CONTRACTOR for any project that may fall within the scope of services listed herein.

SECTION 9. **JOINT AUTHORSHIP.**

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

SECTION 10. **EQUAL OPPORTUNITY EMPLOYER.**

The CONTRACTOR certifies that it is an equal opportunity employer and agrees to comply with all applicable federal, state, and local equal opportunity employment laws. The CONTRACTOR further agrees to include a similar non-discrimination provision in all subcontracts entered into pursuant to this Agreement and will take reasonable steps to ensure compliance with such provision by its subcontractors.

SECTION 11. **INDEMNIFICATION.**

The CONTRACTOR shall at all times hereafter indemnify, hold harmless, and, at the CITY'S option, defend by counsel selected by the CITY or its carrier, the CITY and its officials, employees, agents, representatives, and volunteers from and against any and all causes of action, demands, claims, losses, fines, penalties, expenditures of any kind, including, but not limited to, attorneys' fees, court costs, and expenses, and any and all liabilities by reason of injury to or death of any person, or damage, destruction, or loss to any property, arising out of or in any way connected with the performance or non-performance of the services contemplated by this Agreement, which is directly or indirectly caused, in whole or in part, by any act, omission, default, liability, or negligence, whether active or passive, of the CONTRACTOR, its employees, agents, representatives, volunteers, or subcontractors, unless such act or omission is solely caused by the gross negligence of the CITY. Nothing herein shall be interpreted to constitute a waiver of the CITY's sovereign immunity as set forth in Section 726.28, *Florida Statutes*. The provisions and obligations of this section SHALL NOT be limited by any required insurance coverage amounts and shall survive the termination or natural expiration this Agreement.

SECTION 12. **AUDITING, RECORDS, AND INSPECTION.**

- (A) The Parties hereby agree that within sixty (60) days from the effective date of this Agreement, the CITY may, in its sole discretion, conduct an audit to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the CITY'S satisfaction. The CONTRACTOR acknowledges and agrees that the CITY retains the right to terminate this Agreement based upon the CITY'S findings in such audit without regard to any termination provision set forth herein.
- (B) Throughout the term of this Agreement, the CONTRACTOR shall maintain, and require subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Agreement (the "Records"). Such Records shall be available at all reasonable times for examination and audit by an authorized CITY representative upon reasonable notice.

- (C) The CONTRACTOR further agrees to retain such Records for a period of three (3) years after the termination or natural expiration of this Agreement. The CITY shall retain the right to audit the Records during the three-year retention period.

SECTION 13. PUBLIC RECORDS.

Pursuant to Section 119.0701, *Florida Statutes*, the CONTRACTOR agrees to:

- (A) Keep and maintain public records in the CONTRACTOR'S possession or control in connection with the CONTRACTOR'S performance of services under this Agreement.
- (B) 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 Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- (C) 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 Agreement term, and following completion of this Agreement until the records are transferred to the CITY.
- (D) Upon the termination or natural expiration of this Agreement, either transfer, at no cost to the CITY, all public records in the CONTRACTOR'S possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. In the event of transfer, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- (E) All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the CITY'S information technology systems.
- (F) The CONTRACTOR'S failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.
- (G) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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

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

The CONTRACTOR may only use the CITY’S name, logo, seal, and/or flag with the CITY’S express written permission and in a manner 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 CITY’S express written permission.

SECTION 15. **DISPUTE RESOLUTION.**

Notwithstanding any contrary provision in the Original Contract Documents, there shall be no arbitration with respect to any dispute between the Parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the court of appropriate jurisdiction located in Lake County, Florida, with the Parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

SECTION 16. **INSURANCE.**

The CONTRACTOR shall provide the CITY with Certificates of Insurance naming the CITY as additional insured or certificate holder for insurance coverage. Said coverage is required to be maintained by the CONTRACTOR in accordance with the CITY’S insurance requirements listed in **Exhibit “E”**, attached hereto and made a binding part hereof by this reference. This provision expressly supersedes any insurance requirements set forth in any of the Original Contract Documents.

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

ATTEST:

JEANANN HAND, City Clerk

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

PATRICK BRACKINS, City Attorney

PRECISION CONTRACTING SERVICES, INC.

Misty Andersen

Print: Misty Andersen

Title: Controller

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Misty Andersen, as Controller of Precision Contracting Svcs., 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 13 day of August, 2024.

(stamp)



ALEXANDRA V RICHARDSON
Notary Public
State of Florida
Comm# HH332085
Expires 12/4/2026

Alexandra V. Richardson

NOTARY PUBLIC

Exhibit “A”
Underlying Contract between
Indian River County and
Precision Contracting Services, Inc.

EXHIBIT "A"
BOARD OF COUNTY COMMISSIONERS



September 29, 2023

via Email

Precision Contracting Services, Inc.

Attn: Mr. Brandon K. Boyd

15834 Guild Court

Jupiter, FL 33478

bboyd@pcsfiber.com

Dear Mr. Boyd:

Please find enclosed your executed copy of the agreement for ITB 2023056 – Annual Bid for Fiber Optic Engineering, Design, Material, Supplies and Installation. We look forward to working with you!

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Hyde".

Jennifer Hyde, CPPO

Purchasing Manager

EXHIBIT "A"

Agreement

THIS AGREEMENT is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called Owner) and Precision Contracting Services, Inc. (hereinafter called Contractor). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Fiber Optic Engineering, Design, Material, Supplies and Installation

ARTICLE 2 - THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project Name: Annual Bid for Fiber Optic Engineering, Design, Material, Supplies and Installation

Bid Number: 2023056

Project Address: Various throughout Indian River County

ARTICLE 3 - TERM

The term of the agreement is one year, with four additional one-year extensions available, subject to mutual agreement and determination that extension is in the Owner's best interest. Extensions will be offered 90 days prior to the end of the current contract term.

ARTICLE 4 - CONTRACT PRICE

4.01 Work shall be completed at the prices provided in the Contractor's bid, attached hereto as Exhibit 2. Where demonstrated to the County's satisfaction, unit prices may be adjusted annually by the Consumer Price Index-All Urban Consumers for the South Region ("CPI-U, South Region"), or in rare cases by extreme fluctuations in manufacturers' pricing (e.g. rapid run-up in price of copper). Any change to unit prices must be requested in writing, and with sufficient supporting documentation, no less than 60 days in advance of the proposed effective date, and must be approved by amendment to this agreement. The County will not unreasonably withhold approval of such increases that can be adequately verified.

4.02 Whenever the term "Work Authorization" is used herein, it is intended to mean that formal document that is dated; serially numbered; and executed by the Owner, by which the Owner accepts Contractor's proposal for specific services and Contractor indicates a willingness to perform such specific services for the terms and under the conditions specified in this Agreement. Each Purchase Order must be fully executed by the Owner, and will reference this bid and the Contractor's proposal.

4.03 All services provided by the Contractor for the Owner shall be identified in Work Authorizations and performed in a timely, efficient, cost effective manner. Work Authorization shall include a description of services to

EXHIBIT "A"

be performed; a statement of fees; a schedule of deliverables; proposed schedule for compensation and whether compensation is lump sum maximum amount not to exceed task based, or any combination of the foregoing; a budget establishing the amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs; and any other additional instructions or provisions relating to the specific Services authorized pursuant to each Purchase Order that does not conflict with the terms of this Agreement.

4.04 Services related to any individual Work Authorization which would increase, decrease or which are otherwise outside the scope of Services or level of effort contemplated by a Work Authorization shall be Services for which the Contractor must obtain the prior written approval of the Owner as provided by this Agreement. All terms for the performance of such Services must be agreed upon in a written amendment to the Work Authorization, executed by both the Contractor and the Owner.

4.05 A Work Authorization shall not give rise to any contractual rights until it meets the foregoing requirements. Each specific Work Authorization, as approved by the Owner, shall be an addendum to this Agreement. Nothing contained in any Work Authorization shall conflict with the terms of this Agreement, and the terms of this Agreement shall be deemed to be incorporated in each individual Work Authorization as if fully set forth therein.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 Invoices

Contractor shall submit original invoices electronically, with all necessary backup, to the Information Services & Telecommunications (IS&T) Division. The IS&T Division will utilize the duplicate invoice copy to validate the billing invoice and effect the correct payment amount through the Finance Department.

All billing invoices submitted to the County shall contain the following documentation and information:

- a. Location (County work center and complete address) where work was performed
- b. Owner-issued Purchase Order (PO) number
- c. Name of the IS&T Division representative generating the service request
- d. Contractor's trouble ticket number or T&M work sheet identification number
- e. Description of T&M work activity actually performed or a description of trouble clearance. A List of all material used to complete the work request or trouble AND a copy of receipt(s) from Contractor's supply source depicting actual cost of material provided to complete the work request.
- f. Job start date, end date and time
- g. Test results completed after installation as specified in Specifications, Section 7.2.5
- h. The IS&T Division is required to validate the accuracy of all billing invoices before payment authorization can be made; therefore, billing invoices received which do not contain the required information will result in a delay in payment. Invoices which cannot be validated by the Owner shall not be paid.

5.02 Method of Payment

Owner shall make only one payment for the entire amount of each work order, when the work has been completed. Upon a determination of satisfactory completion, the Owner's Project Manager will authorize payment to be made. All payments for services shall be made to the Contractor by the Owner in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).

5.03 Acceptance of Final Payment as Release

EXHIBIT "A"

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner from all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with the work under this Agreement and for every act and neglect of the Owner and others relating to or arising out of the work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under this Agreement, or the Invitation to Bid.

5.04 Monthly Statements

The Contractor shall electronically provide the IS&T Division Manager with a monthly account statement. Account statements shall contain a detailed listing of all invoices presented to the Owner with an indication of the status (paid or unpaid) of each invoice.

ARTICLE 6 - INDEMNIFICATION

6.01 Contractor shall indemnify and hold harmless the Owner, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Work.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Invitation to Bid documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

EXHIBIT "A"

- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Contractor is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

- (1) This Agreement;
- (2) Work Authorizations/Purchase Orders
- (3) Certificate(s) of Liability Insurance;
- (4) Invitation to Bid 2023056;
- (5) Addendum 1;
- (6) Contractor's Bid Form;
- (7) Qualifications Questionnaire;
- (8) Drug Free Workplace Form;
- (9) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships;
- (10) Certification Regarding Prohibition Against Contracting with Scrutinized Companies;
- (11) Certification Regarding Lobbying;
- (12) Indian River County Fiber Infrastructure Non-Disclosure Acknowledgement
- (13) Written Amendments, executed by both parties, which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the Invitation to Bid.

9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such

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consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Venue*

- A. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

9.06 *Public Records Compliance*

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - (1) Keep and maintain public records required by the County to perform the service.
 - (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
 - (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the

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Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772) 226-1424

publicrecords@ircgov.com

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

ARTICLE 10 – FEDERAL CLAUSES

10.01 Owner and Contractor will adhere to the following, as applicable to this work:

A. Equal Employment Opportunity. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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

EXHIBIT "A"

(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.

B. 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.

C. Clean Air Act and Federal Water Pollution Control Act:

(1) Clean Air Act.

(a) 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.

(b) The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) 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.

(2) Federal Water Pollution Control Act

(a) 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.

EXHIBIT "A"

(b) The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) 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.

D. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, 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).

(2) The 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.

(3) This certification is a material representation of fact relied upon by Owner. If it is later determined that the 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 Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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.

E. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors 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 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 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 who in turn will forward the certification(s) to the awarding agency.

F. Procurement of Recycled/Recovered Materials:

(1) 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—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

G. 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

EXHIBIT "A"

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.

(2) 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 subrecipient, 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

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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.

H. Domestic Preference 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:

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.

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.

I. Access to Records The following access to records requirements apply to this contract:

(1) The contractor agrees to provide Owner, the State of Florida, 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.

(2) 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.

(3) 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.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the Owner 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.

J. **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 pre-approval. The contractor shall include this provision in any subcontracts.

K. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement 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, and FEMA policies, procedures, and directives.

L. **No Obligation by Federal Government:** 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.

M. **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 its actions pertaining to the contract.

N. **Affirmative 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.

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O. **License and Delivery of Works Subject to Copyright and Data Rights:** The Contractor grants to the Owner 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 Owner 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 Owner 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 Owner.

Article 11: TERMINATION OF CONTRACT

- A. The occurrence of any of the following shall constitute a default by Contractor and shall provide the Owner with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the Owner may have under this Contract or under law:
- (1) if in the Owner's opinion Contractor is improperly performing work or violating any provision(s) of the Contract Documents;
 - (2) if Contractor neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;
 - (3) if in the Owner's opinion Contractor's work is being unnecessarily delayed and will not be finished within the prescribed time;
 - (4) if Contractor assigns this Contract or any money accruing thereon or approved thereon; or
 - (5) if Contractor abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for Contractor or for any of his property.
- B. Owner shall, before terminating the Contract for any of the foregoing reasons, notify Contractor in writing of the grounds for termination and provide Contractor with ten (10) calendar days to cure the default to the reasonable satisfaction of the Owner.
- C. If the Contractor fails to correct or cure within the time provided in the preceding Sub-Article B, Owner may terminate this Contract by notifying Contractor in writing. Upon receiving such notification, Contractor shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the Owner may authorize Contractor to restore any work sites.
- D. The Contractor shall be liable for:
- (1) any new cost incurred by the Owner in soliciting bids or proposals for and letting a new contract; and
 - (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
 - (3) any court costs and attorney's fees associated with any lawsuit undertaken by Owner to enforce its rights herein.
- E. **TERMINATION FOR CONVENIENCE:** Owner may at any time and for any reason terminate Contractor's services and work for Owner's convenience. Upon receipt of notice of such termination Contractor shall,

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unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination Contractor shall be entitled to payment only as follows:

- (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,
- (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by the Owner.

Contractor shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.

- F. TERMINATION IN REGARDS TO F.S. 287.135: Contractor certifies that it and those related entities of Contractor as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of Contractor as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

Owner may terminate this Contract if Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, 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 been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

Owner may terminate this Contract if Contractor, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on September 12, 2023 (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

OWNER:

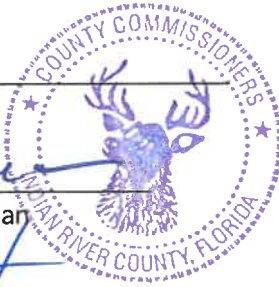
INDIAN RIVER COUNTY

By: _____

Joseph H. Earman, Chairman

By: _____

John A. Titkanich, Jr., County Administrator



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____

William K. DeBaal, County Attorney

Ryan L. Butler, Clerk of Court and Comptroller

Attest: _____

Deputy Clerk

(SEAL)

Designated Representative:

Dan Russell

Director, Information Technology

1801 27th Street, Vero Beach, FL 32960

772-226-1698

drussell@ircgov.com

CONTRACTOR:

Precision Contracting Services, Inc

By: _____

(Contractor)

(CORPORATE SEAL)

Attest _____

Address for giving notices:

15834 Guild Ct

Jupiter, FL 33478

License No. ES0000245 EC13009874

(Where applicable)

Agent for service of process: _____

Designated Representative:

Name: Blake Boyd

Title: Treasurer

Address:

15834 Guild Ct

Jupiter, FL 33478

Phone: 561-743-9737

Email: brboyd@pcsfiber.com

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

EXHIBIT "A"

Exhibit 1 to the Agreement – Specifications

The term "Asset Owner" in this Exhibit refers to the owner of the fiber assets, or other electronic equipment assets that are being serviced under any order resulting from this solicitation. Indian River County is soliciting this bid on its own behalf, but it is anticipated any award will also be utilized by the members of the Indian River Fiber Consortium ("Consortium"), which includes the County, the City of Vero Beach, and the Indian River County School District. No work may be completed on any Owner's assets without prior project-specific coordination with and authorization by that Owner.

This is not an exclusive agreement. Owner may, at its discretion, secure the services of other vendors for the work content represented in this agreement. Owner may also contract with vendors who have been awarded groups in this bid under other contract arrangements and price structures, such as in cases in which simple unit pricing is not the most advantageous method of procurement.

Responsibilities

Owner's Responsibilities

Owner shall:

1. Order services on an as needed basis, by issue of a physical purchase order, or verbal issue of a (five-digit) purchase order number in cases of emergency.
2. Provide access to the work area.
3. Designate a Project Supervisor, which shall have the responsibility to ensure compliance with contract requirements, such as, but not limited to, inspection and acceptance.
4. Inspect the service upon completion of work to ensure that the work is acceptable.
5. Reserve the right to require the removal of any of the Contractor's employees from the project, if in the Owner's judgement, such removal is necessary to protect the Owner's interest.

Contractor's Responsibilities

The Contractor shall:

1. Coordinate all activities with the Owner's Project Supervisor on a daily basis.
2. Not substitute from the agreed upon installation plan or repair method, as well as the equipment to be used without prior written approval in the form of a Purchase Order Change Order.
3. Ensure that all equipment operators (including subcontractors) are competent in the use of assigned equipment.
4. Ensure that all personnel (including subcontractors) are in uniform at all time, and have on their body all of the required identification required within the contract.
5. Maintain a clean and professional work environment at all times.
6. Use full-time permanent employees for all of the following:
 - a. PE services
 - b. CADD services
 - c. GIS services
 - d. Clerical services
 - e. ROW strand mapping, design and permitting
 - f. Fiber optic cable installation
 - g. Fiber optic cable terminating, splicing and testing

Utilization of Subcontractors

The use of subcontractors on the contract shall be strictly restricted to the following:

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1. Conduit installation – hand trenched, machine trenched or bridge mounted
2. Directional boring
3. Direct bury by plowing
4. Pull box installation
5. Pull box concrete installation
6. Innerduct installation
7. Pole riser installation
8. Detectable marking tape installation
9. Concrete pole installation
10. Communication or device cabinet installation
11. Route marker or ROW marker post installation
12. NexusWorx Data Entry
13. BICSI/RCCD services

Protection of Information

All information provided to the Contractor and its assignees in reference to work proposed or performed for the Owner, such as Organizational Data Network, ISP or OSP fiber optic infrastructure (topology, routes, segments, layout, or fiber connectivity points), Electronic Data, Printed Materials, GIS Shape Files, or Maps provided to the Contractor or any member of the Contractor's organization, is of a confidential and security sensitive nature, per U.S. Homeland Security requirements. **No information may be disclosed, disseminated, or otherwise allowed to be accessed by unauthorized personnel, without the specific written authorization of County and/or Owner.** Acceptance of a formal Non-Disclosure Agreement (NDA) is a prerequisite to commencement of work.

Permitting and Licensure Requirements

In addition to permits through Indian River County's Building Division, the Contractor may be required to obtain permits for work under this bid from the Florida Department of Transportation, and/or Florida East Coast Railroad. The price to be paid for permit(s) shall be based on the Contractor's actual permit cost. Contractor shall supply original permit(s) cost documentation to the Indian River County Information Technology Department requesting the service. Any Federal or State taxes paid by the Contractor to its suppliers for a permit(s) are not reimbursable by the County to the Contractor.

All work under this agreement will be payable at the per unit prices provided in Exhibit 2.

The groups of work are:

Group	Section(s)
1 Technical Labor	
2 OSP Construction Conduit, Pull Boxes and Junction Boxes	FDOT Standard Specifications for Road and Bridge Construction Section 630 FDOT Standard Specifications for Road and Bridge Construction Section 635
3 Fiber Optic Cable, Preterm Drops, Splicing Terminations.	FDOT Standard Specifications for Road and Bridge Construction Section 633

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4	Multi-Pair Cables	FDOT Standard Specifications for Road and Bridge Construction Section 633
5	NexusWorx Application – Fiber Documentation	Technical Labor (County Specification 852)

Warranty

The Contractor shall fully warrant all labor furnished hereunder against defect in workmanship for a period of ninety (90) days from date of delivery and acceptance by Owner. Equipment furnished hereunder must be warrantied against defect in materials for a period of one (1) year from date of delivery and acceptance by Owner. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, Contractor shall repair or replace same at no cost to Owner, immediately upon written notice from the Purchasing Division.

Worksite Safety / Security

Contractor shall at all times guard against damage or loss to the property of the Owner, Contractor's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, Contractor shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the worksite(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, Contractor shall provide for the prompt removal of all debris from Owner's property. Owner may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the Contractor or its agents.

Specifications

1.0 Introduction

1.1 Owner Acceptance

1.1.1 Payment shall be rendered **ONLY** upon Owner's acceptance of said service. Acceptance is defined as a receipt signed by the designated Owner representative(s), as acknowledgement of services rendered.

1.2 Scope

1.2.1 This exhibit delineates the requirements for the material, labor and support services to be provided.

1.2.2 The Contractor shall, on an as needed basis, be responsible for the integration, supply and/or installation, connection, and maintenance/repair of the Owner's enterprise network systems, OSP (outside plant), various types of fiber optic cable, equipment and supplies, and general network-type cabling systems. The Contractor may be required to also provide the same or like services, on an as needed basis, in support of new Owner-owned buildings and facilities.

1.2.3 There are approximately 47 plus Owner facilities where these services may be required. Other sites may be added during the term of the contract, dependent on Owner needs.

1.2.4 The reference to "47 plus" Owner facilities is solely provided for informational purposes. The Contractor will be required to provide services as specified, on a time and material basis, anywhere geographically within Indian River County.

1.2.5 The overall scope includes, but is not limited to, providing and/or installing (including: inter-building, intra-building, fiber optic cabling) fiber optic equipment, and maintenance/repair

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services. When practical and possible, the Contractor shall utilize existing cable runs and conduits, unless directed otherwise by IS&T.

- 1.2.6 Indian River County IS&T Division ("IS&T") will periodically notify the Contractor of required work to be performed.

2.0 Specifications – General

2.1 Qualifications of Bidders

- 2.1.1 Contractor must maintain the qualifications listed in the Invitation to bid, under Permitting and Licensure Requirements.

2.2 Pricing

- 2.2.1 IS&T reserves the right to utilize this agreement for the purpose of obtaining material only, obtaining labor only, or obtaining a combination of material and labor at the unit prices offered in Exhibit 2.

2.3 Acceptance

- 2.3.1 Any discrepancies in equipment, defects in cabling, operational difficulties or other problems encountered during final testing, and post operation evaluation shall be furnished to the Contractor in writing, per project phase.
- 2.3.2 Resolution of these items to the satisfaction of the Owner, is required prior to system acceptance. IS&T staff shall verify each of the major components, including, but not limited to, performing random testing of the fiber optic cable.
- 2.3.3 The date of "acceptance" is defined as the date all required cabling, material, and associated hardware have been installed, tested, operationally activated (when requested), and the required documentation has been presented to the Owner, and all identified discrepancies have been satisfactorily completed on a per-project basis.

3.0 Project Specifications – Non-Technical

3.1 Material and Workmanship

- 3.1.1 The Contractor shall schedule and coordinate all installation, rearrangement, removal, or repair activity of any/all equipment, through IS&T.
- 3.1.2 All work shall be performed in a professional manner that is compatible with the Owner's normal business.
- 3.1.3 The Contractor shall comply with all applicable national, Federal, State, and local rules, regulations, codes, and standards for safety, building, electrical, fire, communications low voltage wiring, and installation work. The Contractor also understands and agrees that all equipment and/or services provided to the Owner, shall comply with specifications set forth in the applicable sections of the Federal Communications Commission Rules and Regulations. In addition, work performed shall be in accordance with industry accepted practices and standards, such as those set forth in EIA/TIA, BISC. Additionally, all cable, wire, and associated material and equipment provided and installed by the successful bidder, is to have been tested by an approved testing facility and listed for the intended use. Additional information relating to codes, etc., is contained in the following Section 3.1.4.
- 3.1.4 Installations/Products are to be in accordance with the following codes and standards. Where there is a conflict between the bid document and the applicable code, the most stringent shall govern:
 - a) American National Standards Institute (ANSI). TIA/EIA – Telecommunications Industry Association/Electronics Industries Association
 - b) ANSI/TIA/EIA-569-A – Commercial Building Standard for Telecommunications Pathways and Spaces, latest editions

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- c) ANSI/TIA/EIA-606 – The Administration Standard for Telecommunications Infrastructure of Commercial Building, latest edition
 - d) ANSI/TIA/EIA-607 – Commercial Building Grounding and Bonding Requirements for Telecommunications, latest editions
 - e) ANSI/TIA/EIA TSB 72 – Centralized Optical Fiber Cabling Guidelines
 - f) ANSI/TIA/EIA TSB 75 – Additional Horizontal Cabling Practice for Open Offices
 - g) ANSI/NFPA 70 Article 318 – Cable Trays
 - h) American Society for Testing and Material (ASTM)
 - i) Building Industry Consulting Service International (BISCI)
 - 1. “Telecommunications Distribution Methods Manual”
 - 2. “Telecommunications Installation Manual”
 - 3. “Customer-Owned Outside Plant Design Manual”
 - j) Underwriters Laboratories (UL)
 - k) Federal Communications Commission (FCC)
 - l) Americans with Disabilities Act Requirements (ADA)
 - m) Occupational Safety and Health Administration Regulations (OSHA)
 - n) National Fire Protection Association (NFPA)
 - o) Institute of Electrical and Electronic Engineers (IEEE) Applications standards including, but not limited to, LAN Standard for Ethernet IEEE 802.3
 - p) National Electrical Manufacturers Association (NEMA)
 - q) National Electrical Code (NEC)
 - r) National Electrical Safety Code (NESC)
 - s) ISO/IEC – International Standard Organization and International Electro technical Commission
- 3.1.5 All cable, equipment, material, components provided by the Contractor, shall be guaranteed to be new. The Owner reserves the right to supply any/all cable, equipment, material or components out of existing stock.
- 3.1.6 No cable, equipment, material, components shall be borrowed, substituted, or removed without the express knowledge and consent of IS&T.
- 3.1.7 See Worksite Safety/Security listed under Technical Specifications – Contractor’s Responsibilities
- 3.1.8 The Contractor shall insure that all personnel assigned to projects have the expertise to perform the services, and have the ability to operate any and all tools and equipment utilized in conjunction with this service, and all personnel on a jobsite have appropriate identification clearly identifying the individuals and the firm they represent available upon request. NOTE: All Contractor employees and all subcontractors employed by the Contractor, shall be required to comply with the Owner’s ordinance/policies regarding access to Owner facilities and as such, shall be required to comply with those requirements prior to having access to Owner facilities.
- 3.1.9 All inside/outside plant installation personnel for inside plant cabling, shall be required to wear uniforms on-site. The company’s name shall be predominately displayed. Owner vendor badges shall be worn at all times.
- 3.1.10 The Contractor is solely responsible for obtaining all permits for all work requests. The Owner shall reimburse the Contractor for the actual cost of the permits. For projects associated with new facilities under construction, the Contractor is required to obtain “stand alone” permits. Sub-permits, under the General Contractor’s permits will not be allowed unless specifically approved by the County’s Public Works Department in writing. Additionally, the Contractor is solely responsible for any/all costs associated to repair any

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items or Owner facility, structure, and/or property which become damaged by the Contractor's installation activity.

Any and all equipment, material, components, cable, etc., provided, installed and operationally activated by the Contractor that is deemed unacceptable by the Owner or does not comply with the specifications herein and rules, regulations, codes, ordinances, or standards as indicated in other sections of this document, shall be replaced with appropriate and compliant products by the Contractor, prior to system acceptance, at no cost whatsoever to the Owner.

3.1.12 All installed backbone fiber cabling shall be end to end tested. Fiber links shall meet the EIA/TIA requirements for connector mated pair reflection loss and splice loss as applicable.

3.1.13 Consumables – Items used for the installation of fiber infrastructure that are expended to complete an installation process are the sole responsibility of the Contractor. Examples of these items are: jet line, electrical tape, label tape, solvents, cleaners, cable lube, polishing paper, etc.

3.2 Manuals and Documentation

3.2.1 It shall be the responsibility of the Contractor to provide the as-built documentation. As-built information should be understood to be part of the work units authorized by Owner. Because as-builts are part of the scope of work for each project, final payment will not be made to the Contractor until the drawings are received and approved by the Owner.

The requirements contained below address some of the data collection processes and methodologies for the outside plant (OSP) as-built documentation.

- a) All OSP infrastructures shall be documented utilizing GPS instruments as construction occurs.
- b) Provide positioning data for trench deployment. Documentation shall include conduit support infrastructure description, when installation is different than the standard 2" conduit or when more than a single conduit is laced underground, as well as placement. GPS coordinates shall be taken at 150 foot intervals and/or at any running line changes, infrastructure changes (manhole, hand holes, pull boxes, cabinets, and terminations) or other points, as necessary.
- c) Provide positioning data for directional bores. Documentation shall include GPS coordinates for each rod length with its corresponding depth. Other points shall be documented as necessary.
- d) Provide positioning data of aerial infrastructure by taking GPS coordinates of each pole. Documentation shall include attachment details such as pole type, pole class, riser conduit, height of attachment (HOA), etc., as well as any aerial slacks and aerial splices between poles.
- e) Provide positioning data of service loops with slack length, as well as the sequential cable length markings at each splice vault, pull box, terminations or other points.
- f) All GPS datasets ported to GIS features classes shall be projected in the NAD 1983 HARN State Plan Florida East FIPZONE 0901 coordinate system, with the unit of measure being U.S. Foot.
- g) All GPS points shall have sub foot (< 12 inch) accuracy for horizontal (X, Y) and vertical (Z) axis, unless otherwise specified.
- h) Submit as-built data as ESRI file geodatabase. Line and point attributes shall be appropriately formatted and accurately recorded.

4.0 Service Requirements

4.1 Customer Service

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- 4.1.1 Owner requires that the Contractor provide qualified installation, maintenance, repair, and support services, from a service center which shall permit adherence to the service response time frame requirements identified in paragraph 4.2.4.
- 4.1.2 The Contractor shall assign an Account Manager responsible for coordinating orders for installations, rearrangements, removals, repairs and for resolving billing discrepancies.
- 4.1.3 The Contractor shall provide an escalation list of names, addresses, and telephone numbers to the IS&T representative prior to Owner's execution of the agreement.
- 4.1.4 The Contractor shall have a Return Material Authorization (RMA) Program to include, at a minimum, the following:
 - a) Tracking number
 - b) Item description
 - c) Date initiated
 - d) Reason for return
 - e) Disposition of returned material
 - f) Expected resolution date
- 4.1.5 The Contractor shall have a Business as Usual (BAU) Program to include, at a minimum, the following:
 - a) Project tracking number with date
 - b) Brief description
 - c) Date initiated
 - d) Anticipated installation start/delivery
 - e) Anticipated construction completion
 - f) Responsibility/Ownership for completion (e.g. material delivery, additional information, engineering)
 - g) Daily updates of standard work request additions/completions and weekly status updates of ongoing projects type work requests.
- 4.1.6 Due to the importance of the Enterprise Network and the Voice Network, in the operation of the Owner's business, the Contractor is required to provide business recovery services to the County in the event of natural and/or other disasters.

4.2 INSTALLATIONS / REARRANGEMENTS / REPAIRS

- 4.2.1 All repairs shall be made using Original Equipment Manufacturer (OEM) components. Substitutes, unless designated as a replacement by the manufacturer of the equipment, are not acceptable.
- 4.2.2 The Contractor shall provide routine and emergency service as required and in accordance with manufacturer and warranty standards. Such action shall be continuous until the problem, or problems, are 100% corrected. There shall be no charge for any work that is covered under the warranty period. The Contractor shall be responsible for all warranty work even after the contract expires, if work/materials are still under warranty.
- 4.2.3 Should any condition exist which precludes or inhibits the Contractor's ability to satisfy the required response times, the Contractor shall inform IS&T in writing within twenty-four (24) hours.
- 4.2.4 The Contractor shall initiate repair, and time and material service, after the Owner requests service as follows:
 - Emergency Trouble Service -- Within three (3) hours of reported trouble and Owner's provision of an emergency PO *number* (written PO will be issued later), during normal business hours; Within six (6) hours on evenings, weekends, and holidays.
 - Time & Material Service -- Within five (5) workdays of requested work
- 4.2.5 Emergency Trouble Service: An Emergency Trouble Service is defined as the failure of the network backbone and/or passive/active network component which renders an entire area incapable of performing any of its functions (e.g., a zone, floor, or communications between sites).

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- a) In the event of an Emergency Trouble Service situation, a trained and qualified technician shall be on-site within three (3) hours of request and notice of emergency PO number. Once a return to service plan is agreed upon, the items needed for the repair as described in Section 4.2.5.b. shall be on-site within two (2) hours.
 - b) The Contractor shall have fusion splicer, OTDR, 5,000 feet of 96 and 48 strand single-mode fiber, and 2,000 feet of 24 strand, multi-mode fiber cable in inventory for deployment to emergency repair.
- 4.2.6 Time and Material Service (BAU): Response to BAU requests shall be within five (5) workdays of the requested service.
- 4.2.7 Should any condition exist that would preclude or inhibit the Contractor's ability to satisfy the maintenance or order work activity within the above specified time frames, the Contractor shall notify IS&T immediately. Additionally, a description of the limiting or exempting condition(s) shall be provided to IS&T with a revised completion date of the required work activity. Furthermore, if such constraining conditions are temporary in nature, the Contractor shall indicate when and/or under what conditions he would again become fully compliant with required response times.
- 4.2.8 The County's normal working hours shall be defined as Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding County holidays.

5.0 Commencement of Work Notification

- 5.1 IS&T shall call the Contractor's service center, to report troubles and request all repair and maintenance service. IS&T shall provide the location and all pertinent information related to the trouble report, including the IS&T, (internal) trouble identification number.
- 5.2 IS&T shall contact the Contractor's service center via fax/e-mail, to request T&M service activity. The fax/e-mail transmittal shall contain all information necessary for scheduling and responding to the request, including location where work is to be performed, IS&T (internal) work request number, requesting IS&T contact person's name and telephone number, on-site (work location) contact name & telephone number, description of work activity to be performed, and/or listing of material to be procured and/or installed.
- 5.3 The Contractor shall provide to IS&T, a detailed status report on all open projects on a weekly basis. The report shall be delivered via email to the project contact for IS&T.
- 5.4 The Contractor shall meet (and/or discuss project activity/requirements) with IS&T representative prior to the commencement of any project. Furthermore, the Contractor's project manager shall keep IS&T representative advised of work progress from commencement through completion.
- 5.5 Upon request, the Contractor shall provide a complete itemized estimate, including scope of work, parts, professional services, etc., per project. These per project, estimates shall be approved in writing, by IS&T authorized personnel, prior to commencement of any project. Additionally, there may be instances where IS&T will request a "not-to-exceed" cost for material and labor on a specific project. The Contractor shall be required to provide the "not-to-exceed" cost then, if directed to by IS&T, to complete the specific project for no more than the "not-to-exceed" dollar amount submitted prior to work commencement.
- 5.6 For installed products, "Operational Date" is the date all station lines, network backbones, and campus network (when applicable) are fully operational and ready for use.

6.0 INVOICING AND BILLING REQUIREMENTS

- 6.1 Contractor shall submit original invoices electronically, with all necessary backup, to IS&T Division. IS&T will utilize the duplicate invoice copy to validate the billing invoice and effect the correct payment amount through the Comptroller Division.

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6.2 All billing invoices submitted to the Owner shall contain the following documentation and information:

- a. Location (Owner's work center and complete address) where work was performed
- b. Owner-issued Purchase Order (PO) number
- c. Name of the IS&T Division representative generating the service request
- d. Contractor's trouble ticket number or T&M work sheet identification number
- e. Description of T&M work activity actually performed or a description of trouble clearance. A List of all material used to complete the work request or trouble AND a copy of receipt(s) from Contractor's supply source depicting actual cost of material provided to complete the work request.
- f. Job start date, end date and time
- g. Test results completed after installation as specified in Specifications, Section 7.2.5
- h. The IS&T Division is required to validate the accuracy of all billing invoices before payment authorization can be made; therefore, billing invoices received which do not contain the required information will result in a delay in payment. Invoices which cannot be validated by the Owner shall not be paid.

7.0 PROJECT SPECIFICATION - TECHNICAL

7.1 This "overall" project, with its individual work requests, shall consist of, but is not limited to, the procurement, delivery, installation and testing, of fiber optic cables, fiber optic cable terminations and terminating equipment and hardware, etc.

7.2 TESTING REQUIREMENTS

7.2.1 The Contractor shall be required to perform tests on all fiber installed, to ensure operational and technical conformity. Dispersion, splice loss, and optical time domain tests shall be performed on all fiber optic cable installed.

7.2.2 Dispersion, splice loss, and optical time domain tests, shall be performed on all fiber optic cable installed.

7.2.3 Each reel of fiber optic cable provided by the Contractor shall be accompanied by the manufacturer's test data showing the conformance to the requirements described herein. The manufacturer's test data shall identify each fiber in each cable and list its factory tested attenuation in decibels per kilometer. This attenuation shall meet as a minimum, the attenuation requirements set forth in Table – Fiber Optic Cable Specifications (Section 7.5.2) included in this document.

Ensure that each finished and installed fiber optic cable segment shall be traceable to the test date on file for each step in its manufacturing process. The Contractor shall provide the County five (5) calendar days advance notice of the date the cable will be ready for final testing so that County staff may be present at the tests if staff elects.

7.2.4 The Contractor shall test the fiber optic cable at the site storage area prior to installation. Test each optical fiber in the cable from one end and one wavelength with an OTDR compatible with wavelength and fiber type. Check for continuity, kinks, anomalies, and appropriate attenuation. Record each measurement with color, location and type of fiber measured. If the tested loss per kilometer exceeds the loss from the manufacturers test data, the County will reject the cable. An electronic and hard copy shall be provided to IS&T prior to the fiber optic cable being installed.

7.2.5 After installation (splicing and termination) is complete, and if specified, the Contractor shall test the optical fiber in the cable again for the loss characteristics. Perform a uni-directional test on all terminated fibers using the Optical Time Domain Reflectometer (OTDR). Single mode fiber that is a distance of five (5) miles or less shall be shot at a 1310nm wavelength. Single mode fiber that is greater than five (5) miles shall be shot at a 1550nm wavelength. Multi-mode fiber shall be tested at an 850nm wave length. Results of these tests shall be provided to IS&T in both a hard copy and electronic format for

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acceptance. Any failure that shows up on the Contractor's OTDR results may result in total replacement of the fiber optic cable. In addition, IS&T may also perform testing with an OTDR for testing result comparison. If any discrepancies are found, resolution of these items to the satisfaction of the County is required prior to system acceptance.

The Contractor shall notify the Owner in writing, five (5) calendar days in advance of the testing of the cable, so that the Owner staff may be present for the tests. Test result printouts shall include, but not limited to, the following:

- a) Distance of trace
- b) Total loss
- c) Splice loss
- d) Cable ID
- e) Fiber ID
- f) Beginning testing location
- g) Fiber testing location
- h) Operator/technician name or initials
- i) Date and time test was performed
- j) Test wavelength
- k) Test pulse width
- l) Re-factory index

The method of connectivity between the OTDR and the tested fiber shall be factory assembled patch cords, pulse suppression, or launch cables equal to length of 150% of the dead zone as published by the OTDR manufacturer. The launch cable shall have the appropriate connectors to allow for connection to the terminated fiber port, without the use of additional couplers.

The Contractor shall prepare and submit a test procedure for the pre-installation and post installation tests to the Owner for approval.

7.3 FIRESTOPPING

7.3.1 The Contractor shall be required to firestop all penetrations of floors and walls, including cable "riser" openings. All firestopping and sleeves provided shall comply with all local, state, and national codes, as may be amended.

7.4 OSP CONSTRUCTION CONDUIT – UNDERGROUND

7.4.1 General Requirements

- a) Consider the locations of conduit as shown on the plans as approximate. Construct conduit runs as straight as possible, and obtain the Engineer's/Owner's approval of all major deviations in conduit locations from those shown on the plans.
- b) Do not place more than the equivalent of four quarter bends or 360 degree of bends, including the termination bends, between the two points of termination in the conduit, without a pullbox. Obtain the Engineer's/Owner's approval to use corrugated flexible conduits for short runs 6' or less.
- c) Use only intermediate metal conduit, rigid galvanized conduit, rigid aluminum conduit or PVC coated intermediate metal conduit for above-ground or underground electrical power service installations.
- d) Use either schedule 80 PVC or fiberglass reinforced epoxy conduit for installations on bridge decks. Use either schedule 40 PVC or fiberglass reinforced epoxy, conduit for underground and under pavement installations, except for electrical power service.
- e) When the installation of a conduit requires jacking under paved surfaces, railroads, etc., use an intermediate metal conduit as the sleeve for the underground conduit. Install the underground conduit as shown in the Design Standards, Index No. 17721.

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- f) When a conduit installation changes from underground to above-ground, make the change a minimum of 6" below finished grade.
- g) Install an expansion fitting when conduit crosses an expansion joint of a structure.
- h) Use couplings and expansion joints made of the same material as the conduit.
- i) Ensure that all joints are made as specified by the manufacturer and are waterproof.
- j) For installations not specifically shown, install the conduit in accordance with National Electrical Code (NEC) and/or National Electrical Safety Code (NESC) requirements.
- k) When earth backfill and tamping is required, place backfill material in layers approximately 12" thick, and tamp each layer to a density equal to or greater than the adjacent soil.
- l) When trenching instead of boring, saw cut and repair all pavement and sidewalks encountered. When backfilling trenches in existing pavement, use a commercially available sand-cement (approximately 10:1 mix ratio).
- m) Provide a standard clearance between underground control cable and electrical service cable or another parallel underground electrical service cable that meets National Electrical Safety Code requirements.
- n) Install conduit for electrical and low-voltage systems as shown on the plans or referenced to FDOT Design Standards, Index No. 17721. Consider the locations of conduit as shown on the plans as approximate. Construct conduit runs as straight as possible, and obtain the Engineer's/Owner's approval of all major deviations in conduit locations from those shown on the plans.
- o) Provide an outer duct and innerduct that is suitable for underground use in an ambient temperature range of -32° to 130° F, without degradation of material properties.
- p) Provide outer duct and innerduct that is resistant to benzene, calcium chloride, ethyl alcohol, fuel oil, gasoline, lubricating oil, potassium chloride, sodium chloride, sodium nitrate, and transformer oil, and is protected against degradation due to oxidation and general corrosion.
- q) Provide outer duct and innerduct with an outer diameter to a minimum wall thickness ratio that complies with ASTM – D3035, Standard Dimension Ratio (SDR) 13.5.
- r) Provide outer duct and innerduct that meets or exceeds the following:
 - 1. ASTM – D1238: Tensile Strength – 3000 PSI minimum Elongation – 400% minimum
 - 2. ASTM – D1238: Melt Index – 0.4 maximum
 - 3. ASTM – D1505: Density – 0.941 – 0.955 g/cc
 - 4. ASTM – D1693: Condition B – 20% failure, maximum
 - 5. ASTM – D2444: Impact – NEMA Standards Publication TC 7
 - 6. ASTM – D3350: Cell Classification – 334420 or 34420
- s) Provide outer duct and innerduct with the coefficient of friction of 0.09 or less.
- t) Provide 0.5 inch, pre-lubricated, woven polyester tape with a minimum rated tensile strength of 2,500 lbs.

7.4.2 HDPE Outer Duct

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Provide a factory lubricated low friction, coilable, high-density conduit constructed over high-density polyethylene (HDPE). Provide outer duct conduit with a smooth outer wall, and inner wall, and ensure the conduit is capable of being coiled on reels and continuous lengths, transported, stored outdoors and subsequently uncoiled for installation without affecting its properties or performance. Include multi-duct conduit organizers at all points where the multi-duct conduit enters and exits into a junction, pull box, splice vault, or similar structure. Provide conduit spacers that are appropriately sized relative to the ducts.

7.4.3 HDPE Innerduct

Provide a factory lubricated, industry sized 1.5" or 2" inside diameter as listed in the plans, low friction, coilable, conduit constructed of virgin HDPE innerduct. Said innerduct shall conform to ASTM D – 2239 and meet the following minimum requirements: Smooth wall SDR – 11, nominal outer diameter of 1.592 inches, minimum inner diameter 1.360 inches and a minimum wall thickness of 0.106 inches. Provide conduit with a smooth outer wall and ridged inner wall and ensure the conduit is capable of being coiled on reels in continuous lengths, transported, stored outdoors subsequently uncoiled for installation without affecting its properties or performance. Innerduct shall be furnished in the following factory extruded colors: orange, white, black and yellow as specified. Red shall be reserved for electric.

Provide mechanical duct plugs that provide a watertight barrier when installed in an unused conduit or outer duct conduit. Provide duct plugs sized in accordance with the conduit furnished. Provide duct plugs that are removable. All conduit shall come with factory installed duct plugs to keep out dust, dirt, and water.

Provide mechanical sealing devices that provide a watertight barrier between the conduit and communications cable. Provide mechanical sealing devices sized in accordance with conduit furnished and with appropriately sized holes for the communications cable. Provide mechanical sealing devices that are removable.

7.4.4 Secondary Underground Conduit

Furnish and install HDPE or PVC conduit sized per plans for additional pipe in common trench. Install the proper size and quantity of conduits to be used in accordance with the minimum conduit size and quantity requirements of the NEC and as approved by the Owner.

7.4.5 Above Ground Conduit

Furnish and install conduit for above ground use (a riser assembly on a utility service pole for the purpose of bringing power from above ground to underground conduit/duct, or bridge mounted or other above ground structure) consisting of galvanized rigid steel (GRS), aluminum, or Schedule 80 PVC conduit in accordance with ASTM D 1785, as approved by the Owner.

Furnish and install Schedule 80 PVC conduit, aluminum or Rigid Metal Conduit (RMC) for bridge crossings, attached to the bridge structures, under the parapet, wherever feasible and applicable. All rigid steel conduit material utilized shall be compliant with UL-6, ANSI C-80.1 and to Article 346 of the NEC. All aluminum conduits shall be aluminum 6063 aluminum alloy, T – 1 Temper, ANCI C80.5, and NEC 250.118 (2). All required connectors, adapters, fittings, conduit straps or "U" guard clamps and incidentals required and necessary for the above ground installations shall be galvanized and provided to construct a complete conduit/duct system.

No reducing couplings or reduction in the inside diameter of conduit shall be permitted. No intermediate

metallic conduit (IMC) or thin – wall type electrical conduit shall be permitted for outdoor use.

Furnish and install galvanized metal conduit grounding bushing, or aluminum metal conduit grounding bushing on the terminating ends of all GRS/aluminum conduit runs. The bushings shall have an insert made of plastic and or other suitable material to protect

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wiring installed in the conduit. The bushing shall have a compression-type grounding lug for bonding the conduit to the ground rod and pull box. Do not field drill ceilings bushings.

7.4.6 Conduit Placement – General

Place conduit (location and depth) as required by the FDOT Utility Accommodation Manual, the plans, or as specified by the Owner. If the required steps cannot be accomplished due to soil conditions, obstructions, etc., additional mechanical protection may be required at the discretion and approval of the Owner.

For underground conduit/duct requiring additional mechanical protection (e.g., boring under railroads, shallow boring depth, proximity to foreign utilities, etc.), furnish and install black steel pipe (BSP) as an outer sleeve/pacing, or other materials as required by the permitting agency and/or approved by the Owner.

After the installation of the innerducts and upon completion of the tamping and backfill process, perform a mandrel test on each individual duct to ensure that no duct has been damaged. Provide a nonmetallic mandrel having a diameter of approximately 1", for use in 1.25" innerduct. If damage has occurred, replace the entire length of the duct.

Test HDPE conduit for continuity and proper installation using a pressurization process; plug each innerduct and pressurize it to achieve a minimum pressure of 100 PSI for a minimum of 2 minutes.

No roadway pavement cuts will be allowed unless approved by the Owner. Conduit entrances into base-mounted field cabinets through the sides, back or top of the cabinet, are not permitted. All conduit attachments to rigid structures shall require the shop drawing/plan detail showing the attachment method for review.

Conduits terminating base mounted cabinet foundations shall extend a minimum of 2" above the foundation. All bends shall be at a 90° sweep, suitable for fiber optic cable, free from kinks, and of such easy curvature to permit the drawing in of cables without damage to insulation.

All new base mounted field cabinet foundations, shall have installed at least two (2) spare, empty 2" conduits, terminating a pull box.

Any metal conduit utilized shall be grounded and bonded in accordance with the NEC. All installation and construction work on all facilities shall be in compliance with the NESC.

7.4.7 Conduit Placement – Multi-duct Installation in Outer Duct

Simultaneously, install the individual colored innerducts in the outer duct. Install the multi-duct conduits using an approved cable pulling lubricant.

Use a dynamometer (clutch device) so as not to exceed the maximum allowable pulling tension. Do not use a motorized vehicle to generate pulling forces.

Keep tension on the ducts and the pulling line at the start of each pull. Do not release the tension if the pulling operation is halted. Restart the pulling operation by gradually increasing the tension until the multi-ducts are in motion. Once the multi-duct system is installed in the outer duct, install the duct organizers at the point where the multi-duct system enters or exits the junction box, pull box, splice vault, or other similar structure, or a cabinet.

Extend the ends of the multi-duct conduit such that upon completion of the installation, the ducts will extend a minimum of 2" above concrete services and 4" above crushed stone bases.

7.4.8 Conduit Placement – Splicing of the Conduit

Splice or join sections of conduit(s) using the manufacturer's recommended splice kits. Upon approval, a pull box may be installed at locations where splicing the coupling of the conduit is necessary due to problems encountered with the installation. Use of mechanical couplings may be approved by the Owner on a project basis depending upon project requirements.

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7.4.9 Conduit Placement – Duct Plugs and Mechanical Ceiling Devices

Following the installation of conduit where the communications cable is not immediately installed, use a duct plug to seal the ends of the conduit. Secure the pull line to the duct plug in such a manner that it will not interfere with installation of the duct plug and provide a watertight seal.

7.4.10 List of Items for OSP Conduit – Underground

The items and services listed below are not an all-inclusive list. Furnish and install the following items as required:

Conduit – 2" placed at 24", machine trenched, per foot.

Conduit – 2" placed at 36", machine trenched, per foot.

Conduit – 2" placed at 24", hand trenched, per foot.

Conduit – 2" placed 3", hand trenched, per foot.

Conduit – 2" extra pipe, per foot.

Placement – 1.25", innerduct, corrugated, colored, per foot.

Placement – 4W 1.25", HDPE colored, per foot.

MaxCell Innerduct – placement – 3 cell for 2" and larger conduits.

Include preinstalled color-coded pull tapes for identification, pre-lubricated.

Placement – cable direct bury, plow, 30" placement, per foot.

Placement – 2" HDPE, directional bore, per foot.

Placement – 2" HDPE, directional bore, special conditions, per foot.

Placement – 8" HDPE, directional or, underwater way <10001f, per foot.

Placement – 2" RGS per foot.

Placement – 4" RGS per foot.

Placement – 2" fiberglass, bridge mount, per foot.

Placement – 4" fiberglass, bridge mount, per foot.

Detectable Tracer Wire, per foot.

Furnish and install a 14 GA tracer wire for placement in conduit.

Detection – Detectable Marking Tape, per foot.

Detection – jet line, per foot.

ROW detection – ROW delineator marker post, orange, 6', per each.

Cable Route Markers

Furnish and install delineators that are tubular and designed and constructed of Type III HDPE material. Provide delineator assemblies that are ultraviolet stabilized, to help prevent their components from color fading, warping, absorbing water, and deteriorating with prolonged exposure to the elements. Provide delineator posts that have a cap that is orange in color.

The delineator assemblies shall include the descriptive information "IRC-IS&T FIBER OPTIC CABLING, CALL BEFORE DIGGING, 772-226-4357" printed black on orange reflective background material that will not fade or deteriorate over time. The printed message shall be partially visible from all directions approaching the assembly.

7.5 FIBER OPTIC CABLING AND RELATED ITEMS

7.5.1 General Requirements

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Furnish, install, splice, and test all fiber optic cable, fiber optic assemblies, patch cords, and all passive network infrastructures including, but is not limited to, splice trays and closures, patch panels, fan-outs, terminations, and fusion splices.

Furnish all tools, equipment, materials, supplies, and manufactured articles, and perform all operations and equipment integration necessary to provide a complete, fully operational passive fiber optic infrastructure.

The necessary equipment shall be the responsibility of the Contractor. Provide all labor and equipment necessary to move inventory and to transport it to the installation location. Install all items in accordance with the manufacturer's instructions or as directed by the Owner.

7.5.2 Fiber Optic Cable Specifications

The following table presents the optical requirements of the single mode and multimode fiber:

Parameters	Single Mode	Multi
Type	Step Index	Graded Index
Core Diameter	8.3 μm (Nominal)	50 μm
Cladding Diameter	125 μm	125 μm
Core to Cladding Offset	$\leq 0.8 \mu\text{m}$	$\leq 1.5 \mu\text{m}$
Coating Diameter (OSP)	245 μm	245 $\mu\text{m} \pm 5 \mu\text{m}$
Coating Diameter (IP)	900 $\mu\text{m} \pm 15 \mu\text{m}$	
Cladding – circularity	$\leq 0.7\%$	
Proof Tensile Test	100 kpsi (0.7 GN/m ²)	
Attenuation		
@850 nm (MM)	N/A	$\leq 3.5 \text{ dB/km}$
@1300 nm (MM)	N/A	$\leq 1.0 \text{ dB/km}$
@1310 nm (SM)	$\leq 0.4 \text{ dB/km}$	N/A
@1550 nm (SM)	$\leq 0.3 \text{ dB/km}$	N/A
Bandwidth		
@850 nm (MM)	N/A	200
@1300 nm (MM)	N/A	1000
Chromatic Dispersion		
Zero Dispersion	1301.5/1321.5 nm	
Wavelength Zero		
Dispersion Slope	0.089 ps/nm ² - km	
Maximum Dispersion	3.3 ps/(nm*km) for 1285–1330 nm <18ps/(nm*km) for 1550 nm	
Cut – Off Wavelength	1260 nm	
Numerical Aperture		
(EIA – 455 – 47)	NA	0.275

All optical fibers shall be proof tested by the fiber manufacturer at a minimum load of 100 kpsi. All optical fibers shall be 100% attenuation tested at the factory for compliance with performance specifications described herein. The attenuation data for each fiber shall be provided with each cable reel.

7.5.3 Fiber Optic Cable Outside Plant (OSP)

Provide outside plant cable (OSP) suitable for installation in an underground conduit environment including constant immersion in water for outdoor installations. The cable shall be provided and installed in continuous links. Fibers in the fiber optic cable shall be spliced and/or terminated as specified by the Owner project supervisor.

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All optical glass shall be of the same manufacturer.

The cable shall be capable of withstanding a minimum—bending radius of ten (10) times its outer diameter during operation and twenty (20) times its outer diameter during installation, without changing the characteristics of the optical fibers.

All fibers are to be single mode unless specifically noted on plans by the Owner.

Unless specified otherwise, provide cable of water-blocked, loose tube construction with buffer tubes wrapped around a dielectric central strength member. All fiber(s) shall be contained within buffer tubes, and each buffer tube shall have an inside diameter much greater than the total diameter(s) of the fiber(s) it supports. The fiber optic cable shall have a reverse oscillation or planetary stranding structure.

The buffer tubes and all fibers shall be color coded in compliance with EIA/TIA – 598 "Color Coding of Fiber Optic Cables".

Jacket construction and configuration of the groups shall be such that they can easily be separated at splice points, permitting one set of fibers to be cut and spliced while the others remain continuous.

The jacket or sheath shall be marked with the manufacturer's name, date of manufacture, cable description, and sequential measurement markings at least every 3'. IRC-IS&T shall be marked on the jacket/sheath for agency identification.

Submit proposed cable designs for Owner approval prior to procurement and installation of cable plant if the cable is something other than what is normally used.

The cable shall have a water-block tape over the buffer tubes and throughout the remainder of the cable, to prevent entry of water.

Each fiber or group of fibers, shall be free-floating within the tubes such that all mechanically or environmentally induced stress placed upon the cable is decoupled from the fibers. The air within the buffer tubes shall be displaced with a gel to prevent entry by water and to facilitate free movement of the fiber(s) within.

The cable shall be capable of withstanding a pull tension of 2700 N (600 pounds) under load condition and 600 N (135 pounds) under static conditions and a crush resistance of 220 N/cm (length of cable), without changing the characteristics of the optical fibers. The outer jacket shall be UV and fungus resistant.

7.5.4 Cables Labeling

Cables shall be distinguishable from each other by labeling. Cable tags similar to Blackbox 32785 shall be attached to the cable at each pull box, pole attachment, or entry into a termination facility. The tag shall be marked as "IRC-IS&T, FIBER OPTICS, 772-226-4357". These tags will be provided by IS&T.

7.5.5 Riser Cables up to 24 Fibers (Multimode OM3)

In cables with more than one (1) fiber, the fibers shall be stranded around a dielectric central member and surrounded by layered aramid yarns. The aramid yarns shall serve as the tensile strength member of the cable. A ripcord may be applied between the aramid yarns and the outer jacket to facilitate jacket removal. The outer jacket shall be extruded over the aramid yarns for physical and environmental protection.

7.5.6 Riser Cables with more than 24 Fibers (Multimode OM3)

The buffered fibers shall be grouped in twelve (12) fiber subunits. In each subunit, the individual fibers shall be stranded around a dielectric central member and surrounded by layered aramid yarns. A ripcord shall be incorporated in the subunit design to facilitate access to the individual fibers. The subunit jacket shall be extruded over the aramid yarns for additional physical and environmental protection. The subunits shall be stranded around a dielectric central member. A ripcord shall be inserted beneath the outer jacket to facilitate jacket removal. The outer jacket shall be extruded around the units for physical and environmental protection.

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7.5.7 Non-Plenum Applications

The storage temperature range for the cable on the original shipping reel shall be -400°C to +700°C. The installation/operating temperature range for riser cables shall be -200°C to +700°C. Testing shall be in accordance with FOTP-3.

7.5.8 Plenum Cables up to 24 Fibers (Multimode OMFP)

The fibers may be stranded around a dielectric central member and surrounded by layered aramid yarns. The aramid yarns shall serve as the tensile strength member of the cable. A ripcord shall be applied between the aramid yarns and the outer jacket to facilitate jacket removal. The outer jacket shall be extruded over the aramid yarns for physical and environmental protection.

7.5.9 Plenum Applications

The storage temperature range for the cable on the original shipping reel shall be -400°C to +700°C. The installation/operating temperature range for plenum cables shall be -200°C to +700°C. Testing shall be in accordance with FOTP-3.

7.5.10 List of Items for Fiber Optics Cabling

The items and services listed below are not an all-inclusive list. Furnish, install, splice, and test all fiber optic cable, fiber optic assemblies, patch cords, and all passive network infrastructures including, but not limited to, splice trays and closures, patch panels, fan-outs, terminations, and fusion splices. The fiber-optic cables listed below shall conform to the specifications in section 7.5.2.

- a) 12 fiber, SM, loose – tube construction (aerial placement or underground placement)
- b) 24 fiber, SM, loose – tube construction (aerial placement or underground placement)
- c) 48 fiber, SM, loose – tube construction (aerial placement or underground placement)
- d) 72 fiber, SM, loose – tube construction (aerial placement or underground placement)
- e) 96 fiber, SM, loose – tube construction (aerial placement or underground placement)
- f) 144 fiber, SM, loose – tube construction (aerial placement or underground placement)
- g) 24 fiber, SM, all dielectric self-supporting construction (aerial placement)
- h) 48 fiber, SM, all dielectric self-supporting construction (aerial placement)
- i) 96 fiber, SM, all dielectric self-supporting construction (aerial placement)
- j) 144 fiber, SM, all dielectric self-supporting construction (aerial placement)
- k) 24 fiber, SM, riser rated construction
- l) 48 fiber, SM, riser rated construction
- m) 96 fiber, SM, riser rated construction
- n) 12 fiber, SM, plenum construction
- o) 24 fiber, SM, plenum construction
- p) 48 fiber, SM, plenum construction
- q) 96 fiber, SM, plenum construction
- r) 12 fiber, MM, plenum rated, tight buffer
- s) 24 fiber, MM, plenum rated, tight buffer
- t) 12 fiber, MM, plenum rated construction
- u) 24 fiber, MM, plenum rated construction

7.6 Cable Pulling

Before starting any construction, all of the Contractor's personnel (including subcontractors) shall be thoroughly familiar with and shall comply with Occupational Safety and Hazard Act (OSHA) regulations, FDOT safety practices and policies, and the Florida State "One-Call" System requirements.

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Perform the cable pulling operation in such a manner that the minimum-bending radius of the cable shall not be exceeded in the unreeling and pulling operations. Use entry guide chutes to guide the cable into the pull-box conduit ports. Utilize lubricating compound to minimize cable-to-conduit friction. Lubricating compound shall be a water-based compound specifically produced for fiber optic cable lubrication. Lubricants such as dish soap and other substitutes are not allowed.

Corner rollers (wheels), if used, shall not have radii less than the minimum installation bend radius of the cable. A series array of smaller wheels can be used for accomplishing the bend, if the cable manufacturer specifically approves the array. Continuously measure the cable pulling tension; the pulling process shall not be allowed to exceed the maximum tension specified by the manufacturer of the cable. Fuse links and breaks shall be used to insure during the pulling process the cable will not be subjected to pulling stresses exceeding exceed 2700 N (600 lbs.).

When simultaneously pulling fiber optic cable with other cables, separate grooved rollers shall be used for each cable.

The Contractor is permitted to use air-assisted blowing for the fiber optic cable installation within the conduit. Air-assisted blowing may consist of either the high air speed blowing (HASB) method or the piston method.

While using the HASB method, the volume of air passing through the conduit shall not exceed 600 cfm or the air pressure stipulated by the conduit manufacturer. In using the piston method, the volume of air passing through the conduit shall not exceed 300 cfm or the conduit manufacturer's recommended air volume, whichever is more restrictive.

The Contractor shall insure that the fiber optic cable procured for this project, is flexible and approved by the cable manufacturer for air-assisted blowing installation methods. The Contractor shall also be responsible for ensuring that the type of conduit procured for this project, does not have physical characteristics that would disrupt the flow of air needed for proper cable installation (e.g. circumferential ribs or corrugations).

The conduit shall be able to hold up to 100 Psi of air without leaks. Conduit splices are critical and shall not reduce the interior diameter of the conduit. Aluminum couplers, suitable for air-assisted blowing of fiber optic cable, shall be used for both HASB and piston method cable installations.

A factory furnished lubrication, especially engineered for blowing methods of cable installation, shall be used, and regular cable-pulling lubricants shall not be permitted for air-assisted blowing installation methods.

Fiber optic simplex duct plugs used with air-assisted blowing installations, shall require seals sized to the cable in order to prevent leakage from the pressure chamber around the entering cable.

General field procedures for air-assisted blowing installations of fiber optic cable shall be as follows:

1. Ensure that the conduit system is properly installed with pressure-tight conduit splices. Test the conduit system prior to cable installation by sealing one end of the conduit and pressurizing the conduit using a sealed blowing machine. The conduit should not lose air pressure at any significant rate as determined by the Owner.
2. If using the HASB method, cap the front end of the cable to prevent it from hanging up in the conduit. Use air seals that fit properly around the outside diameter of the cable being installed.
3. Clean, dry, and establish the airtight integrity of the conduit, by blowing a hard mandrel through the conduit to establish that the conduit is not crushed. Blow a tight-fitting foam carrier through the conduit at high pressure. The foam carrier should travel through at approximately 100 fps in a clean conduit. If excess water or dirt comes from the conduit, repeat the process. At the Owner's discretion, dry the conduit with dry airflow prior to cable installation.

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4. For the HASB method, inject the recommended amount of lubricant, and spread it by blowing another foam carrier through. For the piston method, inject the majority of the lubricant in front of the missile with some lubricant placed behind it.
5. Connect the blowing machine to the conduit. For HASB machines, hand feed approximately 100' of cable into the duct prior to closing and sealing the cable and air chamber on the blowing machine. For piston machines, attach the piston to the cable and insert the piston into the duct. For both installation methods, follow the machine manufacturer's instructions for all operations.
6. Check all pneumatic and hydraulic hook-ups prior to increasing the air pressure.
7. Keep cable ends sealed at all times during installation, using an approved cable endcap. Do not use tape to seal the cable end. The cable end shall remain sealed until termination takes place.
8. Install fiber optic cable such that the optical characteristics are not degraded in any manner. Provide adequately trained personnel for the installation of the cable and for the fusion splicing. Test all fiber links.
9. Provide sufficient slack for proper termination in the cabinet communications compartment for all cables that are not immediately terminated.

Throughout the cable plant, pull and store excess cable slack at each pull box, splice box, hub, and each TMC or TOC. The following lengths of slack cable are minimums:

- | | |
|---------------------------|---------------------------------------|
| a) Small fiber pull box | 50 ft. |
| b) Large fiber pull box | 200 ft. |
| c) Fiber splice box | 200 ft. |
| d) Bridge barrier wall | 20 ft. |
| e) Device cabinet | 20 ft. |
| • Hub Building (Inside) | 100 ft. |
| • TMC (OSP Entrance) | 100 ft. Maximum |
| f) Equipment/Control Room | 50 ft. Slack at FO Distribution Panel |

-OR- AS SPECIFIED BY THE COUNTY PROJECT SUPERVISOR

Provide proper storage of slack cable – both long term and short term. Do not leave slack cable lying free on the ground, bottom of a pull box, or floor of a device cabinet, hub building, or RTMC, except during the actual pulling process.

7.7 Optical Splicing and Termination Requirements

Utilize the fusion technique for all splices. Utilize fusion splicing equipment that has been cleaned, calibrated and specifically adjusted to the fiber and environmental conditions. Provide splice enclosures, organizers and incidentals, and cable and preparation tools and procedures, compatible with the cable type being delivered. Maximum allowable splice loss is .04db.

Each spliced fibers shall be packaged in a heat shrinkable splice protection sleeve with strength member. The protection sleeve shall cover the splice and have any bare fiber stripped of its coding.

The use of RTV or silicon is strictly prohibited.

7.7.1 Splice enclosures

Provide and install outdoor optical splice enclosures (3M 2178 or equivalent) capable of aerial, duct, or buried applications. The splice enclosure shall provide space enabling entry of fiber optic cable without exceeding the minimum bend radius of the cable. The splice enclosure shall be capable of through, branch, or mid-span type splice locations. Only one (1) cable per entry port

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shall be allowed. Furnish and install the splice closure with the correct number of entry ports as dictated by each fiber optic splice location.

The splice enclosure shall be designed to permit selective fiber splicing (looping of backbone cable in and out while only cutting the desired fibers). The splice enclosure shall allow splicing of all fibers in the cables being terminated. The enclosure shall be waterproof and re-enterable, and shall be designed to protect the buffer tubes in the splice trays.

The splice trays within the enclosure shall be capable of accommodating the required number of splices including storage and protection of slack fiber.

All pricing for fiber count splices as listed in Section 7.7.8, are to be inclusive of all necessary labor and materials needed to complete the job. This shall include, but is not limited to, labor, splice enclosures, trays, inserts, splice sleeves and all other hardware and consumables.

7.7.2 Interconnect centers

Furnish compact, modular interconnect centers (3M 8423 or equivalent) designed to mount (rack or wall) insight equipment cabinets. Design and size interconnect centers to accommodate all fibers entering equipment cabinets.

Provide splice trays that, protect, and organize optical fibers and that secure fibers inside the splice tray. Design and size splice trays that fit accordingly into a 19" rack or wall mount unit that accommodate all fibers entering the splice tray and that shall provide sufficient space to prevent micro-bending of optical fibers.

All terminated fiber shall be tested with an OTDR in the fashion described Section 7.2.5.

All fiber optic terminations of OSP fiber shall be done in the manner of fusion splicing on a factory polished pigtail. All pigtails, as well as port plates, shall utilize the ST standard unless otherwise called for. All pricing for the termination of the following counts of fiber shall to be inclusive of all labor and materials needed to complete the job. This shall include, but not limited to, labor, enclosure, port plates, splice trays, inserts, splice sleeves, and all other hardware and consumables.

7.7.3 Splice slack

A maintenance loop at each pull box or fiber optic splice box, shall be at least 50' of cable (or as specified by the Owner Project Supervisor); this slack cable shall be coiled and neatly placed in the splice box. This shall allow for future splices in the event of a damaged splice. Additionally, every effort shall be made to maintain a minimum of 10' of cable from each cable's entering the enclosure which shall be prepared and installed within the enclosure.

7.7.4 Splice loss

Individual splice loss shall not exceed .04 dB loss.

7.7.5 Installation slack

For all fiber runs, approximately 10% slack will be evenly distributed along the path for future emergency repairs or relocations. Aerial locations shall utilize "snow shoes" and underground shall utilize pull boxes.

7.7.6 Optical termination requirements

ST fiber optic connectors are standard for use on each project and shall be utilized by function in the following manner or as specified by the Owner Project Supervisor. Utilize ST type fiber optic connectors at the field device level. ST connectors shall be comprised of a ceramic ferrule, nickel plated zinc, or composite connector body to accommodate a field bayonet connection.

Utilize factory pre-terminated assemblies that adhere to the applicable cable, cordage and fiber specifications of this document. All inside plant (IP) assemblies shall meet NEC jacketing requirements and shall have outer jacket coloration of yellow for single mode. No splices of any type are allowed within an assembly. Each assembly shall be individually packaged within a plastic bag, and that bag shall have the submitted manufacturers part number marked clearly on the outside of said bag. Each assembly shall be labeled as directed by the Owner.

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7.7.7 Patch Cords and Pigtails

Utilize factory pre-terminated assemblies that adhere to the applicable cable, cordage and fiber specifications stated within this Technical Special Provision. All pigtails shall have a 3mm outer jacket unless otherwise noted. All pigtails shall use the same glass manufacturer and core diameter as the fiber it is being fusion spliced to. All IP assemblies shall meet NEC jacketing requirements for this project's application and shall have outer jacket coloration of yellow and aqua for multi-mode. The connector shall accommodate the fiber type and size associated with this project.

No splices of any type are allowed within an assembly. Each assembly shall be individually packaged within a plastic bag, with the submitted manufacturer's part number marked clearly on the outside. Each assembly shall be labeled as directed by the Owner.

Optical Termination Losses:

Connector Type	Installation	Max. Loss	Return Loss
ST/SC/LC Single Mode	Field	0.30dB	>.40dB
ST/SC/LC Single Mode	Factory	0.25dB	>.45dB

7.7.8 List of Items for Optical Splicing and Termination

The items and services listed below are not an all-inclusive list. Furnish, install, splice, and test all fiber optic cable, fiber optic assemblies, patch cords, and all passive network infrastructures including, but not limited to, splice trays and closures, patch panels, fan-outs, terminations, and fusion splices. The fiber-optic cables listed below must conform to the specifications in Section 7.5.2.

- a) 12 fiber, SM/MM, termination
- b) 24 fiber, SM/MM, termination
- c) 48 fiber, SM/MM, termination
- d) 72 fiber, SM/MM, termination
- e) 96 fiber, SM/MM, termination
- f) 144 fiber SM/MM, termination
- g) 12 fiber, SM/MM, splice
- h) 24 fiber, SM/MM, splice
- i) 48 fiber, SM/MM, splice
- j) 72 fiber, SM, splice
- k) 96 fiber, SM, splice
- l) 144 fiber, SM, splice
- m) 06 fiber, SM, buffer fan-out kit
- n) 12 fiber, SM, buffer fan-out kit
- o) FO Connector – ST type, MM, Unicam connector
- p) FO Connector – ST type, SM, Unicam connector
- q) FO Closure – re-entry kit, cable preparation, up to 144 fiber, aerial or underground installation
- r) FO Splice – OTDR test any wavelength, one direction, bare fiber
- s) FO Closure – splice tray, fusion heat shrink, 12 fiber, 12" size
- t) FO Closure – splice tray, fusion heat shrink, 24 fiber, 12" size
- u) FO Splice – fusion splice, heat shrink <0.04 Db, OSP including detail as needed
- v) OSP Aerial – messenger table, 1/4", per foot
- w) OSP Aerial – remove messenger cable, 1/4", per foot

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- x) OSP Aerial – pole attachment, loose tube, with J-hook concrete pole
- y) OSP Aerial – pole attachment, loose tube, with J-hook wood pole
- z) OSP Aerial – place pole riser, 2", RGS
- aa) OSP Aerial – place pre-stressed concrete pole, 35', utility
- bb) OSP Aerial – place pre-stressed concrete pole, 45', utility
- cc) OSP Aerial – place pre-stressed concrete pole, 70', utility
- dd) OSP Aerial – place down guy anchor, 6'

7.8. PULL BOXES

7.8.1 General Requirements

Furnish and install polymer concrete/fiberglass reinforced polymer pull boxes for fiber optic splicing, storing fiber optic cable, cable pull boxes, and noninvasive magnetic detection system appliances. Pull boxes shall be lightweight, high strength, resistance to sunlight, resistant to petrochemicals, unaffected by freeze/thaw cycles, straight sided, flush fit with sidewalk or grass, no grounding required, and be capable of anchor inserts to allow for mounting rail attachment. All fiber optic pull boxes shall be of one piece box construction. Approved fiber optic pull boxes for use in a fiber optic environment are as follows:

Fiber optic pull boxes shall be manufactured of a composite mixture of polymer and concrete, and reinforced by a heavy-weave fiberglass, creating a material compressive strength of no less than 110 Psi. Each fiber optic pull box shall have a minimum design rating of 20,800 pounds, over a 10" x 10" area and be designed and tested to temperatures of -50° F.

Supply fiber optic pull boxes with a heavy-duty cover having a minimum elastic design load of 20,800 pounds over a 10" x 10" area. All covers shall be produced to the AASHTO H-20 Cover Rating and meet a ASTM C857 load test of 20,800 pounds, performed as stated in AASHTO T280-87, "Standard Method of Testing For Concrete Pipe, Section, Or Tile", Section 5, and as referenced in ASTM C497. Supply a minimum of two (2) hex head bolts with washers to secure the cover to the fiber optic pull box. Any cover that has a length of above 39", shall be split or divided into two (2) equal lengths. Fiber optic pull box covers shall be embossed with "Fiber Optics" on the outside of the cover. fiber optic pull box covers shall have J-hook slots (1"W x 4"L). All pull box lids shall be embossed with "FIBER OPTICS".

7.8.2 Fiber Optic Pull Box Installation Process

Prepare the excavation a minimum 6"-12" deeper than the depth of the fiber optic pull box. Add a minimum 6" of crushed rock for drainage as required, to bring the top of the box to finished grade level.

Place fiber optic pull box in hole with top at grade level.

While fiber optic pull box cover is in place, fill and compact soil to grade level. If grade level is raised later, the fiber optic pull box can be pulled up and bricked at the bottom with one (1) brick per side [a total of four (4)]. The cavity produced by this raising shall be eliminated by the addition of crushed rock.

7.8.3 Fiber Optic Pull Box Installation Conduit Entry

Install 22.5° to 45 ° conduit sweeps into the fiber optic pull box. Conduit ends shall align in the pull box so the fiber optic cable is subjected to no more than 75% of the maximum bending radius of the cable. Provide and install a reinforced concrete apron around the installed pull box.

7.8.4 Fiber Optic Splice Vault

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The fiber optic splice vault shall be manhole type, concrete constructed, with a 1/4" x 36" diameter traffic steel cover (diamond plate) with intermediate beam supports. It shall have the dimensions of 48"H x 48"W x 48"D, and shall be an open bottom manhole with a concrete collar placed at grade 12" around the entire perimeter of vault 4" thick with reinforced steel mesh.

7.8.5 List of Items for Fiber Optic Pull Boxes

The items and services listed below are not an all-inclusive list. Furnish and install the following items as required:

- a) Pull Box – concrete, 4'H x 4'W x 4'D, with steel lid
- b) Pull Box – composite construction, 24"H x 36"W x 24"D, with composite lid
- c) Pull Box – composite construction, 24"H x 36"W x 24"D, traffic rated with composite lid
- d) Pull Box – composite construction, 17"H x 30"W x 12"D, with composite lid
- e) Pull Box – composite construction, 17"H x 30"W x 12"D, traffic rated with composite lid

7.9 OUTSIDE PLANT CABINETS

7.9.1 General Requirements

Install only Field Device Cabinets Type II (336S Special), Type III (332 Special), and Type VI (Hub Cabinet). This shall encompass all labor, equipment, materials required for pickup site delivery, validation, power hookup, and all required appurtenances for complete and operational cabinet. Cabinets shall provide an environmentally secure enclosure to house (ITS) Intelligent Traffic Systems field equipment, subsystems and systems, lighting and surge protection. The cabinet shall be designed for the explicit use of housing and protecting sensitive electronic equipment (Encoders, 10/100/1000 Ethernet switches, media converters, port/terminal service, fiber optics equipment, and other related components, etc.) within a controlled environment necessary for the proper operation of installed electronic equipment. The unit price for an installed detector cabinet shall consist of the furnishing and installation of a foundation, slab, electrical service and the transport and placement of the detector cabinet on said foundation and/or slab. The installed detector cabinet shall also include any ancillary equipment or incidental items, including mounting hardware, cabinet base, foundation, bridge pedestal base plate, and restoration of the surrounding ground to its original condition.

7.9.2 Field Device Cabinet Type II (336S Special)

Install field device cabinet that provides an environmentally secure enclosure to house ITS field device equipment, subsystems and systems, lighting and surge protection. The cabinet shall be designed for the explicit use of housing and protecting sensitive electronic equipment (Encoders, 10/100/1000 Ethernet switches, media converters, port/terminal servers, fiber optics equipment, and other related components, etc.) within a controlled environment necessary for the proper operation of installed electronic equipment.

The detector cabinet shall meet or exceed the following minimum requirements:

- a) Size: Outside dimensions shall be approximately 46"H x 24"W x 24"D;
- b) Lighting: The cabinet shall include door activated 20W cool white fluorescent lights;
- c) Electrical Outlets: One duplex (GFI) receptacle shall be included with every cabinet;
- d) Equipment Racks: One 19" equipment rack, adjustable 4-post design with 5/8" - 5/8" - 1/2" spacing, with holes tapped for #12-24 screws. A rack-mounted drawer shall be included with the rack;
- e) Air Filtration: The cabinet shall contain a filtered air intake vent featuring re-usable, washable type filters;
- f) Power Distribution: The 30A main breaker provided in the cabinet shall distribute power to rack mounted equipment, lighting and outlets;
- g) Surge Protection:

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1. Primary surge suppression shall consist of a wall or flush mounted unit with 12 AWG terminals with a maximum 80kA (8/20s), protecting lines L-N, L-G, L-L, and N-G. The unit shall meet the following environmental requirements: ambient temperatures of -40°F to 185°F (-40°C to 85°C working) and 95% RH (non-condensing). Dimensions shall be 4.5" x 2.9" x 2.3".
2. A nine-outlet (seven switched, two un-switched) rack mounted surge suppressor unit shall be installed. The maximum surge current shall be 84kA with a load current of 15A or 20A, at a working voltage of 120V 50/60Hz.
3. A 19" DIN Rail kit assembly shall be installed and have enough space for 32 modular surge suppressor devices (RJ11, RJ45, or BNC connector type) attached, meeting the following criteria: ambient temperature of -40°F to 185°F (-20°C to 85°C working) and 95% RH (non-condensing). Dimensions shall be 5.04"H x .99"W x 2.25"D.
- h) Common Grounding System: A floor mounted 12-position ground bar shall be provided with the cabinet.
- i) Cabinet Construction:
 1. The cabinet shall contain R-4 insulation to control the effect of environmental conditions.
 2. Cabinet shall be of 1/8", 5052 Aluminum construction with white powder coat finish to eliminate rusting.
 3. Doors shall have NEMA 3R rated with neoprene gasketing, for maximum equipment protection, and shall have heavy-duty 3-point hardware on all doors.
 4. All hinges shall be 1/8" aluminum with a stainless steel piano hinge, or continuous door length stainless steel hinges.

7.9.3 Field Device Cabinet Type III (332 Special)

Install field device cabinet that provides an environmentally secure enclosure to house ITS field device equipment, subsystems and systems, lighting and surge protection. The cabinet shall be designed for the explicit use of housing and protecting sensitive electronic equipment (Encoders, 10/100/1000 Ethernet switches, media converters, port/terminal servers, fiber optics equipment, and other related components, etc.) within a controlled environment necessary for the proper operation of installed electronic equipment.

The detector cabinet shall meet or exceed the following minimum requirements:

- a) Size: Outside dimensions shall be approximately 66"H x 24"W x 30"D;
- b) Lighting: The cabinet shall include door activated 20W cool white fluorescent lights;
- c) Electrical Outlets: One duplex (GFI) receptacle shall be included with every cabinet;
- d) Equipment Racks: One 19" equipment rack, adjustable 4-post design, with 5/8" - 5/8" - 1/2" spacing with holes tapped for #12-24 screws, a rack-mounted drawer shall be included with the rack;
- e) Air Filtration: The cabinet shall contain a filtered air intake vent featuring re-usable, washable type filters;
- f) Power Distribution: The 30A main breaker provided in the cabinet shall distribute power to rack mounted equipment, lighting, and outlets;
- g) Surge Protection:
 1. Primary surge suppression shall consist of a wall or flush mounted unit with 12 AWG terminals with a maximum 80kA (8/20s), protecting lines L-N, L-G, L-L, and N-G. The unit shall meet the following environmental requirements: ambient temperatures of -40°F to 185°F (-40°C to 85°C working) and 95% RH (non-condensing). Dimensions shall be 4.5"H x 2.9"W x 2.3"D.

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2. A nine-outlet (seven switched, two un-switched) rack mounted surge suppressor unit shall be installed. The maximum surge current shall be 84kA with a load current of 15A or 20A, at a working voltage of 120V 50/60Hz.
3. A 19" DIN Rail kit assembly shall be installed and have enough space for 32 modular surge suppressor devices (RJ11, RJ45, or BNC connector type) attached, meeting the following criteria: ambient temperature of -40°F to 185°F (-20°C to 85°C working) and 95% RH (non-condensing). Dimensions shall be 5.04"H x .99"W x 2.25"D.
- h) Common Grounding System: A floor mounted, 12-position ground bar, is to be provided with the cabinet;
- i) Cabinet Construction:
 1. The cabinet shall contain R-4 insulation to control the effect of environmental conditions.
 2. Cabinet shall be of 1/8", 5052 Aluminum construction with white powder coat finish to eliminate rusting.
 3. Doors shall have NEMA 3R rated with neoprene gasketing for maximum equipment protection and shall have heavy-duty 3-point hardware on all doors.
 4. All hinges shall be 1/8" aluminum with a stainless steel piano hinge, or continuous door length stainless steel hinges.

7.9.4 Hub Cabinet Type IV (Model 336S Special)

Install cabinet that provides an environmentally secure enclosure to house ITS field device equipment, subsystems and systems, lighting and surge protection. The cabinet shall be designed for the explicit use of housing and protecting sensitive electronic equipment (Encoders, 10/100/1000 Ethernet switches, media converters, port/terminal servers, fiber optics equipment, and other related components, etc.) within a controlled environment necessary for the proper operation of installed electronic equipment.

The cabinet shall meet or exceed the following minimum requirements:

- a) Size: Outside dimensions shall be approximately 48"H x 24"W x 24"D;
- b) Cabinet Configuration: The cabinet is a single door cabinet with one (1) NEMA 4 rated internal cabinet mounted to the interior of the outer cabinet;
- c) Lighting: The cabinet shall include door activated 20W cool white fluorescent lights;
- d) Electrical Outlets: One (1) duplex (GFI) receptacle shall be included with every cabinet;
- e) Equipment Racks: One (1) 19" equipment rack, adjustable 4-post design, with 5/8" - 5/8" - 1/2" spacing with holes tapped for #12-24 screws, a rack-mounted drawer with tabletop shall be included with the rack. Cable management guides shall be included with the rack and shall be constructed of an 18-gauge steel base plate with hook and loop fasteners. Four (4), two (2) front, two (2) rear 19" horizontal cable management guides and four (4), two (2) front, two (2) rear vertical cable management guides that shall run the vertical length of the rack;
- f) Air Handling / Filtration: The cabinet shall contain two (2) thermostatically controlled fans, 100 cfm rated. The cabinet shall contain a filtered air intake vent featuring re-usable, washable type filters;
- g) Power Distribution: The cabinet shall contain one 480/120 Volt transformer (Dry Type, 10KVA). A 30A main breaker shall be provided in the cabinet and shall distribute power to equipment, lighting, and outlets. The transformer and main breaker shall be mounted inside the outer cabinet;
- h) UPS: The cabinet shall contain one managed uninterruptible power supply. The UPS shall be 19" rack mounted. The UPS shall be 120V input/120V output. Output power capacity shall be 1400VA/1050Watts. The unit shall have a serial interface port for management. The unit shall be no more than 3U high;

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- i) Surge Protection: Primary surge suppression shall consist of a wall or flush mounted unit with 12 AWG terminals with a maximum 80kA (8/20^μs), protecting lines L-N, L-G, L-L, and N-G. The unit shall meet the following environmental requirements;
 - 1. Ambient temperatures of -40°F to 185°F (-40°C to 85°C working) and 95% RH (non-condensing). Dimensions shall be 4.5"H x 2.9"W x 2.3"D;
 - 2. A nine-outlet (seven switched, two un-switched) rack mounted surge suppressor unit shall be installed. The maximum surge current shall be 84kA with a load current of 15A or 20A at a working voltage of 120V 50/60Hz;
 - 3. A 19" DIN rail kit assembly shall be installed and have enough space for 32 modular surge suppressor devices (RJ11, RJ45, or BNC connector type) attached, meeting the following criteria: ambient temperature of -40°F to 185°F (-20°C to 85°C working) and 95% RH (non-condensing). Dimensions shall be 5.04"H x .99"W x 2.25"D
- j) Common Grounding System: A floor mounted 12-position ground bar is to be provided with the cabinet.

7.9.5 Outer Cabinet Construction

The cabinet shall contain R-4 insulation to control the effect of environmental conditions. Cabinet shall be of 1/8", 5052 Aluminum construction with white powder coat finish to eliminate rusting. Outer door shall have NEMA 3R rated with neoprene gasketing for maximum equipment protection and shall have heavy-duty 3-point hardware. All hinges shall be 1/8" aluminum with a stainless steel piano hinge, or continuous door length stainless steel hinges.

7.9.6 Inner Cabinet (NEMA 4) Construction

The cabinet shall be a NEMA 4 rated cabinet with approximate dimensions of 20"W x 24"H x 12"D. The cabinet shall be constructed of 16-gauge stainless steel or other non-corrosive material. The cabinet shall contain one 12-gauge mounting plate with 10"-32" x 2" treaded hole pattern mounted to the rear of the cabinet. The cabinet shall contain one heat sink mounted to the outside rear of the inner cabinet tangent to the mounting plate.

7.9.7 Device Cabinet Base

Install device cabinet base that provides an environmentally secure enclosure to house fiber optic splice closure, fiber optic drop cable slack, data cable slack, and power cable slack. The base shall be specifically fabricated to accommodate the detector cabinet as specified within this Section A268. Neoprene gasketing shall be supplied by the device cabinet base vendor that shall be applied by the installation contractor between the base and the detector cabinet. The device cabinet base shall meet or exceed the following minimum requirements:

- a) Outside dimensions shall be approximately 16"H x 40"W x 24"D or 16"H x 24"W x 24"D;
- b) Shall be fabricated from 1/8" aluminum;
- c) Shall have an epoxy powder coating;
- d) Shall have a front access panel with captive stainless steel screws;
- e) Shall have an open top and open bottom, each with a 2" lip for mounting and/or attachment of the detector cabinet;
- f) Shall have a conduit mounting plate of same size (width and depth), made of 1/4" stainless steel 316.
- g) All screws and hardware shall be stainless steel.

7.9.8 Base Plate

All bridge pedestals shall have the existing open cable raceways sealed. These raceways shall be sealed by way of 1/4" stainless steel plates, anchored over the raceway by way of epoxy anchor drilled into the pedestal at a minimum depth of 1 1/4". There shall be two sizes of base plates, 18" x 12" and 10" x 10". The Contractor shall install the engineer's system manager supplied base plates where noted and/or depicted within the plan set.

7.9.9 Hub Cabinet Type VI (Master Hub Cabinet)

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Install a master hub cabinet that provides an environmentally cooled enclosure facility required for the sensitive network equipment to be furnished on this project. The cabinet shall be designed for the explicit use of housing sensitive electronic equipment (e.g., gigabit ethernet switches, 10/100 ethernet switches, media converters, port/terminal servers, fiber optics equipment, and other related components, etc.) within a controlled atmosphere required for the proper operating conditions for installed equipment and shall be furnished by the system manager.

The master hub cabinet shall meet or exceed the following minimum requirements:

- a) Size: Dimensions shall be approximately 104"H x 108"W x 77"D;
- b) AC Unit/Cooling Unit: The cabinet shall have an AC unit/cooling unit(s) with a minimum total cooling capacity of 20,000 BTUs. The AC unit/cooling unit(s) shall be designed specifically for outdoor electronic enclosures and shall be designed for a fully-gasketed, leak-proof installation in accordance with the NEMA 4/4X enclosure rating. Refrigerant shall be CFC-free;
- c) Lighting: The cabinet shall include a switch controlled fluorescent light fixture providing adequate work lighting throughout the cabinet;
- d) Electrical Outlets: Two (2) separate duplex (GFCI) wall electrical outlets for test/maintenance equipment shall be provided. Two (2) separate standard duplex outlets shall be supplied for equipment power;
- e) Equipment Racks: Two (2) 19" EIA equipment racks with two (2) vertical and four (4) horizontal cable management panels per rack, placed as specified within the plan set;
- f) Ladder Racks: Ladder rack cable management system as depicted within the plan set shall be provided;
- g) Power Distribution: The cabinet shall provide for power distribution to all installed equipment racks, lighting and the air conditioning unit shall be provided;
- h) Lightning Protection System: Provide for lightning protection for the overall, integrated structure, including each metallic (copper) conductor penetrating the cabinet;
- i) Common Grounding System: A cabinet grounding system shall be provided;
- j) Cabinet Monitoring System: A cabinet monitoring system shall be provided to continuously monitor and report local conditions (temperature, humidity, smoke, and door alarm).

7.9.10 Construction

Construct a flat, level, concrete base, meeting the requirements for Class 1, non-stressed concrete and shall be accepted according to Section 347 of the FDOT Standard Specifications, and the latest supplements. The minimum final grade shall be set at nominal 8" above the surrounding grade to ensure that water drains away from the cabinet. Restore surrounding surfaces to their original condition.

7.9.11 Method of Measurement

The Detector Cabinet Type II, Detector Cabinet III, and Detector Cabinet VI shall be measured for payment at each site as installed. Detector Cabinet IV and its corresponding base (A268-4.1) shall be paid as each is installed. The Detector cabinet base installed shall be an appurtenance of the Type IV Detector Cabinet. The unit price for each master hub cabinet installed shall include all labor, equipment, foundations, mounting hardware, and miscellaneous material necessary for a complete and acceptable installation. The engineer's system manager will supply the cabinet assemblies as specified in the contract.

7.9.12 List of Items for Outside Plant Cabinets

Communications Cabinet – 35"H x 24"W x 22"D, with concrete base

Communications Cabinet – 51.25"H x 20"W x 18"D, with concrete base

EXHIBIT "A"

Communications Cabinet – 37"H x 20"W x 17"D, with concrete base
Device Cabinet Type 332 - 66"H x 24"W x 30"D, with concrete base

7.10 County Specification 852 – NexusWorx Fiber Documentation

7.10.1 Description: The requirements contained herein address the technical data entry of OSP and ISP fiber optic systems documentation records updates, into the Indian River County BOCC – NexusWorx Portal Fiber Optic Documentation Application. The data / information being entered into the IRC NexusWorx Portal application is U.S. Homeland Security sensitive information, and will not be shared or discussed with other organizations or persons without the written authorization of Indian River County BOCC and the County Attorney's Office.

7.10.2 General Requirements: Furnish labor only in either hourly or lump sum units, as listed below to cover fiber optic systems documentation update work as requested by the Owner. This will include but not be limited to entering technical information / detailed data provided by the Owner such as fiber optic as-built diagrams, fiber optic splice plans, technical drawings, MS Visio application drawings, etc... into the NexusWorx application portal site for update of IRC NexusWorx fiber documentation system. This technical documentation work will include additions to the IRC / IRC Fiber Consortium fiber optic network grid, modifications / changes that were made in the field by IRC fiber contractors, changes that were made by IRC Telecommunications department personnel. The data entry tasks include corrections or updates to existing data fields.

Data entry will involve updates and additions required to document individual fiber optic strand connections contained within each fiber optic cable, in the IRC / IRC Fiber Consortium fiber optic network grid. General data entry component groups in the NexusWorx portal application include, but are not limited to: Fiber Optic Cable Route, Fiber Optic Conduit, Fiber Cable Cabinet Site, Fiber Cable Splice Site, Fiber Cable Pull-box Site, Fiber Connectivity, GPS Location Coordinates Data Entry, and Fiber Access Points.

The labor classifications listed below will be in-house staff to your firm. Sub-Contracting or Assignment of this IRC fiber bid group is not allowed, due to U.S. Homeland Security concerns. The description of work that might be performed by someone in the following labor categories is typical. The technical educational and experience level is suggested and not necessarily required.

7.10.3 Fiber Optic Data Entry Technician: The individual in this position will interact directly with the Owner, and no one else, on any issues or questions which may arise, without making assumptions on the data entry, or format being applied. Direction of all information / data to be entered into the NexusWorx Portal application will be taken from the Owner.

a) **Duties:** The duties of this individual include, but are not limited to the following:

- ✓ Review plans and specifications with Owner prior to update of NexusWorx data entry related to an IRC / IRC Fiber Consortium fiber project
- ✓ Accurate and timely information / data entry into the NexusWorx Portal application. The Owner will provide application login credentials to all NexusWorx Editor Access level personnel. NexusWorx Portal login passwords and/or application login credentials are assigned to a specific Fiber Optic Data Entry Technician only, and may not be shared or divulged to other unauthorized persons.
- ✓ Report any /all information data entry problems to the Owner in a timely manner
- ✓ Update the Owner with project status each day so scheduling can be adjusted based on progress
- ✓ Must have a clear understanding of fiber optic networks and fiber network documentation systems, covering aerial, underground, and inside plant environments. Must be capable of reading and comprehending project plans & specifications, with the ability to apply this understanding to enter

EXHIBIT "A"

- the technical information / data, effectively and accurately into the NexusWorx Portal application
- e) **Troubleshooting:** Must be able to determine why the NexusWorx portal system is not accepting information updates or generating data entry errors, and notify the Owner of a problem that cannot be quickly corrected by the technician.
 - f) **Knowledge, Abilities, and Skills:** Proficiency in applying best practices for industry standard OSP & ISP fiber optic documentation systems and understanding how fiber optic systems cabling and individual fiber optic strands are visually represented and inter-connected in the fiber optic documentation environment.
 - g) **Technical Education and Experience:** Two years of technical experience, or an equivalent combination of training and experience is preferred.
 - h) **Licenses and Certifications:** Possession of a valid Florida Commercial Driver's License, Class B. FBI / CJIS level 2 Certification is highly recommended. Successful completion of NexusWorx End User Training / Certification Course provided by Byers Engineering Inc. is a prerequisite for the Fiber Optic Data Entry Technician. A copy of the NexusWorx End User Training course completion certificate must be provided to the Owner before access to the IRC NexusWorx Portal will be provided. All costs associated with registration, travel, and successful completion of the NexusWorx End User Training / Certification course will be completely at the Contractor's expense. Below is a brief description on the NexusWorx End User Training course. Course costs will vary, depending on Byers Engineering Inc. Training Course specifications.

Byers Engineering has provided the following pricing for **NexusWorx End User training**: \$4,200 (3 day course) – This covers the cost for standard 3 day training course for NexusWorx Editor Level. If training needs to be broken up into non-sequential sessions, the first day cost is \$1,750. Each additional sequential day is \$1,200. The training course will be conducted either by remote access or on-site at a location provided by the customer with internet connection and space adequate to support the attending trainees all with their own laptops or Windows PC's with internet access. Training for NexusWorx Application Editors is limited to one plus the number of NexusWorx Application subscriptions purchased. A total class size is limited to no more than 7 trainees for any class.

7.10.4 Basis of Payment: Price and payment will be full compensation for all work specified in this section. Payment will be made under:

Item No. 852-3 Labor – Fiber Optic Data Entry Technician, (per Hour)

EXHIBIT "A"

Exhibit 2 to the Agreement – Pricing

EXHIBIT "A"

Addendum 1 Bid Form

*Precision Contracting Services, Inc.***Bid Form – Addendum 1****Annual Bid for Fiber Optic Engineering, Design, Material, Supplies and Installation**

Bid #: 2023056

Bid Opening Date and Time: July 25, 2023 2:00 P.M.

Bid Opening Location: Purchasing Division
1800 27th Street
Vero Beach, FL 32960

The following addenda are hereby acknowledged:

Addendum Number

Number One

Date

July 17, 2023

In accordance with all terms, conditions, specifications, and requirements, the bidder offers the following
(Bidders are not required to bid on all groups, but are required to bid on all items within each group they choose to bid on):

Item Code	Group 1 Technical Labor	Per	Unit Price
GR-1-1	Engineering Florida PE Services	HR	\$ <i>275.00</i>
GR-1-2	BICSI Registered Communications Distribution Designer	HR	\$ <i>230.00</i>
GR-1-3	CADD Operator	HR	\$ <i>150.00</i>
GR-1-4	Clerical Support Services	HR	\$ <i>65.00</i>
GR-1-5	OSP GPS Survey	MILE	\$ <i>1,750.00</i>
GR-1-6	OSP GIS Technician	MILE	\$ <i>1,500.00</i>
GR-1-7	OSP ROW Strand Mapping	MILE	\$ <i>1,350.00</i>
GR-1-8	OSP ROW Design and Permitting	MILE	\$ <i>3,000.00</i>
GR-1-9	Commercial Cable-Electronics Technician (Onsite)	HR	\$ <i>165.00</i>
GR-1-10	Commercial Cable Installer (Onsite)	HR	\$ <i>145.00</i>
GR-1-11	Commercial Duct Installer (Onsite)	HR	\$ <i>150.00</i>



PRECISION CONTRACTING SERVICES INC.

Precision Fiber Optic Systems

15834 Guild Court, Jupiter, FL 33478

ORIGINAL

EXHIBIT "A"

Addendum 1 Bid Form

Bidder Name:

Precision Contracting Services, Inc.

Group 2				
OSP Construction Conduit, Pull and Junction Boxes		Per	Unit Price	
GR-2-1	Conduit, 2" PVC @ 24", Machine Trench (F&I)	LF	\$	10.00
GR-2-2	Conduit, 2" PVC @ 36" Machine Trench (F&I)	LF	\$	11.00
GR-2-3	Conduit, 2" PVC @ 24", Hand Trench (F&I)	LF	\$	12.00
GR-2-4	Conduit, 2" PVC @ 36", Hand Trench (F&I)	LF	\$	12.50
GR-2-5	Conduit, 2" PVC, Extra Pipe (F&I)	LF	\$	5.00
GR-2-6	Innerduct, 1 1/4" Corrugated, Colored (F&I)	LF	\$	2.75
GR-2-7	Conduit Plowing 4W 1 1/4" HDPE, Colored (F&I)	LF	\$	12.50
GR-2-8	MaxCell Placement in existing 2" Conduit - 2" - 3 Cell (F&I)	LF	\$	7.00
GR-2-9	MaxCell Placement in existing 3" Conduit - 3" - 3 Cell (F&I)	LF	\$	7.75
GR-2-10	MaxCell Placement in existing 4" Conduit - 4" - 3 Cell (F&I)	LF	\$	8.50
GR-2-11	Cable Direct Bury, Hand Dig @ 18" (I Only)	LF	\$	6.25
GR-2-12	Cable Direct Bury, Plow @ 30" (I Only)	LF	\$	7.50
GR-2-13	Directional Bore, 2" HDPE (F&I)	LF	\$	22.00
GR-2-14	Directional Bore, 2" HDPE, Special Conditions (F&I)	LF	\$	35.00
GR-2-15	Directional Bore, 8" Under Waterway <1,000 lf (F&I)	LF	\$	195.00
GR-2-16	Conduit, 2" GRS, (F&I)	LF	\$	20.00
GR-2-17	Conduit, 4" GRS, (F&I)	LF	\$	25.00
GR-2-18	Conduit, 2" Fiberglass Bridge Mount (F&I)	LF	\$	75.00
GR-2-19	Conduit, 4" Fiberglass Bridge Mount (F&I)	LF	\$	95.00
GR-2-21	Detectable Tracer Wire (F&I)	LF	\$	1.00
GR-2-22	Detectable Marking Tape (F&I)	LF	\$	0.85
GR-2-23	Jet Line (F&I)	LF	\$	0.50
GR-2-24	ROW Delineator Marker Post Orange 6' (F&I)	EA	\$	115.00
GR-2-25	Cable Route Markers - Tubular, Type III HDPE	EA	\$	125.00
Pull Boxes and Junction Boxes				
GR-2-26	Manhole, Concrete 4'x4'x4' Steel Lid (F&I)	EA	\$	9,575.00
GR-2-27	Handhole, Composite 24"x36"x24" W/ Lid (F&I)	EA	\$	1,525.00
GR-2-28	Handhole, Composite 24"x36"x24" W/ Lid Traffic Rated (F&I)	EA	\$	1,625.00
GR-2-29	Pullboxes, Composite 17"x30"x12" W/ Lid (F&I)	EA	\$	1,025.00
GR-2-30	Pullboxes, Composite 17"x30"x12" W/ Lid Traffic Rated (F&I)	EA	\$	1,125.00
GR-2-31	Pull Box Apron - for a 24" x 36" pull box measuring 12"W x 6"D (F&I)	EA	\$	750.00
Outside Plant Cabinets				
GR-2-32	Communications Cabinet - Small 35"H x 24"W x 22"D, with Concrete Base (Furnished and Installed) <i>Add #1 - Excludes Terminals</i>	EA	\$	12,100.00
GR-2-33	Communications Cabinet - Large 51.25"H x 20"W x 18"D, with Concrete Base (Furnished and Installed) <i>Add #1 - Excludes Terminals</i>	EA	\$	18,300.00
GR-2-34	Communications Cabinet - Medium 37"H x 20"W x 17"D, with Concrete Base (Furnished and Installed) <i>Add #1 - Excludes Terminals</i>	EA	\$	18,945.00
GR-2-35	Device Cabinet Type 332 (66"H x 24"W x 30"D) (Furnished and Installed) <i>Excludes Terminals</i>	EA	\$	29,345.00
GR-2-36	FO Closure-Re-Entry Kit, Cable Preparation, up to 144 Fiber, Aerial or UG Installation (Furnished and Installed)	EA	\$	575.00

EXHIBIT "A"

Addendum 1 Bid Form

Bidder Name:

Precision Contracting Services, Inc.

Group 3		Per	Unit Price
Fiber Optic Cable			
GR-3-1	FO Cable 12F, SM, LT, Aerial (F&I)	LF	\$ 2.35
GR-3-2	FO Cable 24F, SM, LT, Aerial (F&I)	LF	\$ 2.50
GR-3-3	FO Cable 48F, SM, LT, Aerial (F&I)	LF	\$ 2.75
GR-3-4	FO Cable 96F, SM, LT, Aerial (F&I)	LF	\$ 3.45
GR-3-5	FO Cable 144F, SM, LT, Aerial (F&I)	LF	\$ 3.95
GR-3-6	FO Cable 12F, SM, ADSS, Aerial (F&I)	LF	\$ 3.25
GR-3-7	FO Cable 24F, SM, ADSS, Aerial (F&I)	LF	\$ 3.45
GR-3-8	FO Cable 48F, SM, ADSS, Aerial (F&I)	LF	\$ 4.15
GR-3-9	FO Cable 96F, SM, ADSS, Aerial (F&I)	LF	\$ 5.85
GR-3-10	FO Cable 144F, SM, ADSS, Aerial (F&I)	LF	\$ 7.90
GR-3-11	FO Cable 12F, SM, LT, UG (F&I)	LF	\$ 2.35
GR-3-12	FO Cable 24F, SM, LT, UG (F&I)	LF	\$ 2.50
GR-3-13	FO Cable 48F, SM, LT, UG (F&I)	LF	\$ 2.75
GR-3-14	FO Cable 96F, SM, LT, UG (F&I)	LF	\$ 3.45
GR-3-15	FO Cable 144F, SM, LT, UG (F&I)	LF	\$ 3.95
GR-3-16	FO Cable 12F, SM, Drop Cable (F&I)	LF	\$ 3.50
GR-3-17	FO Cable 12F, MM, LT, UG (F&I)	LF	\$ 7.15
GR-3-18	FO Cable 24F, MM, LT, UG (F&I)	LF	\$ 7.25
GR-3-19	FO Cable 48F, MM, LT, UG (F&I)	LF	\$ 11.95
GR-3-20	FO Cable 96F, MM, LT, UG (F&I)	LF	\$ 21.50
GR-3-21	FO Cable 144F, MM, LT, UG (F&I)	LF	\$ 23.75
Fiber Optic Cable - ISP		Per	Unit Price
GR-3-22	FO Cable 12F, SM, Riser (F&I)	LF	\$ 4.35
GR-3-23	FO Cable 24F, SM, Riser (F&I)	LF	\$ 4.95
GR-3-24	FO Cable 48F, SM, Riser (F&I)	LF	\$ 8.25
GR-3-25	FO Cable 96F, SM, Riser (F&I)	LF	\$ 12.50
GR-3-26	FO Cable 144F, SM, Riser (F&I)	LF	\$ 19.00
GR-3-27	FO Cable 12F, SM, Plenum (F&I)	LF	\$ 4.80
GR-3-28	FO Cable 24F, SM, Plenum (F&I)	LF	\$ 5.50
GR-3-29	FO Cable 48F, SM, Plenum (F&I)	LF	\$ 11.00
GR-3-30	FO Cable 96F, SM, Plenum (F&I)	LF	\$ 16.25
GR-3-31	FO Cable 144F, SM, Plenum (F&I)	LF	\$ 20.50
GR-3-32	FO Cable 12F, MM, Riser (F&I)	LF	\$ 5.35
GR-3-33	FO Cable 24F, MM, Riser (F&I)	LF	\$ 7.65
GR-3-34	FO Cable 48F, MM, Riser (F&I)	LF	\$ 8.00
GR-3-35	FO Cable 96F, MM, Riser (F&I)	LF	\$ 11.75
GR-3-36	FO Cable 144F, MM, Riser (F&I)	LF	\$ 36.25
GR-3-37	FO Cable 12F, MM, Plenum (F&I)	LF	\$ 5.60
GR-3-38	FO Cable 24F, MM, Plenum (F&I)	LF	\$ 8.95
GR-3-39	FO Cable 48F, MM, Plenum (F&I)	LF	\$ 19.00
GR-3-40	FO Cable 96F, MM, Plenum (F&I)	LF	\$ 23.75
GR-3-41	FO Cable 144F, MM, Plenum (F&I)	LF	\$ 32.75

EXHIBIT "A"

Addendum 1 Bid Form

Bidder Name:

Precision Contracting Services, Inc.

Group 3, continued

Fiber Optic Cable - Preterm Drops		Per	Unit Price
GR-3-42	FO Cable 6F, SM, Preterm ST, 150' W/Housing (F&I)	EA	\$ 1,325.00
GR-3-43	FO Cable 12F, SM, Preterm ST, 150' W/Housing (F&I)	EA	\$ 1,725.00
GR-3-44	FO Cable 6F, SM, Preterm ST, 150' W/Coupler (F&I)	EA	\$ 1,225.00
GR-3-45	FO Cable 12F, SM, Preterm ST, 150' W/Coupler (F&I)	EA	\$ 1,625.00
Fiber Optic Splicing Terminations - ISP		Per	Unit Price
GR-3-46	FO Splice-Term. Cabinet, 12F, Wall/Rack (F&I)	EA	\$ 1,425.00
GR-3-47	FO Splice-Term. Cabinet, 12F, Wall/Rack (F only)	EA	\$ 595.00
GR-3-48	FO Splice-Term. Cabinet, 24F Wall/Rack (F&I)	EA	\$ 2,475.00
GR-3-49	FO Splice-Term. Cabinet, 24F Wall/Rack (F only)	EA	\$ 965.00
GR-3-50	FO Splice-Term. Cabinet, 48F Wall/Rack (F&I)	EA	\$ 4,595.00
GR-3-51	FO Splice-Term. Cabinet, 48F Wall/Rack (F only)	EA	\$ 1,365.00
GR-3-52	FO Term. Housing, 96F Wall/Rack (F&I)	EA	\$ 8,895.00
GR-3-53	FO Term. Housing, 96F Wall/Rack (F only)	EA	\$ 2,665.00
GR-3-54	FO Splice Housing 48-144F (F&I)	EA	\$ 10,895.00
GR-3-55	FO Splice Housing 48-144F (F only)	EA	\$ 3,100.00
GR-3-56	FO Ter. Housing, 96F Wall/Rack (F&I)	EA	\$ 8,435.00
GR-3-57	FO Ter. Housing, 96F Wall/Rack (F only)	EA	\$ 2,500.00
GR-3-58	FO Cable Prep, Fanout Kit, Buffer 6F (F&I)	EA	\$ 75.00
GR-3-59	FO Cable Prep, Fanout Kit, Buffer 6F (F only)	EA	\$ 26.50
GR-3-60	FO Cable Prep, Fanout Kit, Buffer 12F (F&I)	EA	\$ 85.00
GR-3-61	FO Cable Prep, Fanout Kit, Buffer 12F (F only)	EA	\$ 35.25
GR-3-62	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F&I)	EA	\$ 125.00
GR-3-63	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F only)	EA	\$ 77.25
GR-3-64	FO Connector, ST, MM, Unicam (F&I)	EA	\$ 75.00
GR-3-65	FO Connector, ST, MM, Unicam (F only)	EA	\$ 21.75
GR-3-66	FO Connector, ST, SM, Unicam (F&I)	EA	\$ 75.00
GR-3-67	FO Connector, ST, SM, Unicam (F only)	EA	\$ 21.75
GR-3-68	FO Connector, SC, SM, Unicam (F&I)	EA	\$ 75.00
GR-3-69	FO Connector, SC, SM, Unicam (F only)	EA	\$ 21.75
GR-3-70	FO Jumper, Duplex ST-ST, SM, 10' (F Only)	EA	\$ 27.15
GR-3-71	FO Jumper, Duplex ST-SC, SM, 10' (F Only)	EA	\$ 27.15
GR-3-72	FO Jumper, Duplex ST-LC, SM, 10' (F Only)	EA	\$ 27.15
GR-3-73	FO Jumper, Duplex ST-FC, SM, 10' (F Only)	EA	\$ 35.85
GR-3-74	FO Jumper, Duplex SC-SC, SM, 10' (F Only)	EA	\$ 27.15
GR-3-75	FO Jumper, Duplex SC-LC, SM, 10' (F Only)	EA	\$ 27.15
GR-3-76	FO Jumper, Duplex ST-ST, MM, 10' (F Only)	EA	\$ 26.50
GR-3-77	FO Jumper, Duplex SC-SC, MM, 10' (F Only)	EA	\$ 26.50

EXHIBIT "A"

Addendum 1 Bid Form

Bidder Name:

*Precision Contracting Services, Inc.***Group 3 - Continued**

Fiber Optic Splicing Terminations - OSP		Per	Unit Price
GR-3-78	FO Splice Closure 12F, Aerial/UG (F&I)	EA	\$ 2,425.00
GR-3-79	FO Splice Closure 12F, Aerial/UG (F only)	EA	\$ 365.00
GR-3-80	FO Splice Closure 24F, Aerial/UG (F&I)	EA	\$ 2,945.00
GR-3-81	FO Splice Closure 24F, Aerial/UG (F only)	EA	\$ 425.00
GR-3-82	FO Splice Closure 48F, Aerial/UG (F&I)	EA	\$ 3,925.00
GR-3-83	FO Splice Closure 48F, Aerial/UG (F only)	EA	\$ 500.00
GR-3-84	FO Splice Closure 96F, Aerial/UG (F&I)	EA	\$ 7,685.00
GR-3-85	FO Splice Closure 96F, Aerial/UG (F only)	EA	\$ 675.00
GR-3-86	FO Closure Reentry Kit, Cable Prep (F&I)	EA	\$ 475.00
GR-3-87	Splice Tray, Fusion Heatshrink, 12F, 12" (F&I)	EA	\$ 50.00
GR-3-88	Splice Tray, Fusion Heatshrink, 12F, 12" (F only)	EA	\$ 42.00
GR-3-89	Splice Tray, Fusion Heatshrink, 24F, 12" (F&I)	EA	\$ 85.00
GR-3-90	Splice Tray, Fusion Heatshrink, 24F, 12" (F only)	EA	\$ 72.00
GR-3-91	Fusion Splice Heat Shrink <.1db OSP includes pigtail as needed (F&I)	EA	\$ 38.00
GR-3-92	OTDR Test Any Wavelength Bare Fiber FOSC (I only)	EA	\$ 15.00
OSP Construction - Aerial		Per	Unit Price
GR-3-93	Messenger Cable 1/4" (F&I)	LF	\$ 2.75
GR-3-94	Remove Messenger Cable 1/4" (I Only)	LF	\$ 1.00
GR-3-95	Pole Attach Loose Tube W/J-Hook Concrete (F&I)	EA	\$ 175.00
GR-3-96	Pole Attach Loose Tube W/J-Hook Wood (F&I)	EA	\$ 150.00
GR-3-97	Place Pole Riser 2" GRS (F&I)	LF	\$ 20.00
GR-3-98	Place Riser U-Guard To 20' (F&I)	LF	\$ 20.00
GR-3-99	Place 2" Riser Sealing Bushing 1-3 Hole (F&I)	EA	\$ 25.00
GR-3-100	Place 2" Riser Heatshrink (F&I)	EA	\$ 175.00
GR-3-101	Wood Pole 45' Utility For CCTV (F&I)	EA	\$ —
GR-3-102	Prestressed Conc Pole 70' Utility For CCTV (F&I)	EA	\$ —

EXHIBIT "A"

Addendum 1 Bid Form

Bidder Name:

Precision Contracting Services, Inc.

Group 4		Per	Unit Price
Multi-Pair Cables			
GR-4-1	Cat 6 Plenum Enhanced (avg 150) (F&I)	LF	\$ 4.45
GR-4-2	Cat 6 Plenum Enhanced (avg 150) (F only)	LF	\$ 0.65
GR-4-3	Cat 6 PVC Enhanced (avg 150) (F&I)	LF	\$ 4.25
GR-4-4	Cat 6 PVC Enhanced (avg 150) (F only)	LF	\$ 0.50
GR-4-5	Cat 5E 25 Pair PVC Plenum (F&I)	LF	\$ 11.50
GR-4-6	Cat 5E 25 Pair PVC Riser (F&I)	LF	\$ 5.65
GR-4-7	Cat 5E 25 Pair PE 89 OSP (F&I)	LF	\$ 4.50
GR-4-8	Face Plate 1 Gang Surface or Flush (F&I)	EA	\$ 11.65
GR-4-9	Face Plate 2 Gang Surface or Flush (F&I)	EA	\$ 21.00
GR-4-10	Cat 6 Jacks RJ45 568A/B 1 Port Data (F&I)	EA	\$ 25.00
GR-4-11	Cat 6 Jacks RJ45 568A/B 2 Port Data/Voice (F&I)	EA	\$ 37.00
GR-4-12	Cat 6 Patch Panel Wall Mount 24 Port (F&I)	EA	\$ 460.00
GR-4-13	Cat 6 Patch Panel Rack Mount 48 Port (F&I)	EA	\$ 790.00
GR-4-14	Cat 6 Patch Panel Rack Mount 96 Port (F&I)	EA	\$ 1,335.00
GR-4-15	Wire Management Panel 19"x1.75" (F&I)	EA	\$ 75.00
GR-4-16	Wire Management Panel 19"x5.25" (F&I)	EA	\$ 90.00
GR-4-17	Cat 6 Patch Cords RJ45 1-6' Standard (F&I)	EA	\$ 12.50
GR-4-18	Cat 5E Punch Block 110 25 Pair (F&I)	EA	\$ 325.00
GR-4-19	Cat 5E Punch Block 66 25 Pair (F&I)	EA	\$ 275.00
GR-4-20	Cat 6 CU Drop Certification Test (F&I)	EA	\$ 10.00
GR-4-21	Cable Support Brackets, Bridle Rings (F&I)	UNIT	\$ 12.50
GR-4-22	Cable Raceway, Surface Mount Per Drop (F&I)	DROP	\$ 125.00
GR-4-23	Conduit, EMT 2" W/ All Fittings (F&I)	LF	\$ 24.00
GR-4-24	Conduit, EMT Fire Sleeve 2" (F&I)	EA	\$ 250.00
GR-4-25	Conduit, EMT Fire Sleeve 4" (F&I)	EA	\$ 350.00
GR-4-26	Cable Tray 12" Ladder Alum Black (F&I)	LF	\$ 39.50
GR-4-27	Cable Tray, 12", Misc. Hardware (F&I)	LF	\$ 7.75
GR-4-28	EIA Rack Wall Mt Hinged 19"x36" (F&I) (Bldg Entry)	EA	\$ 1,275.00
GR-4-29	EIA Rack Free Standing 19"x84" (F&I)	EA	\$ 845.00
GR-4-30	Cable Management Kit Horizontal (F&I)	EA	\$ 175.00
GR-4-31	Cable Management Kit Vertical (F&I)	EA	\$ 295.00
GR-4-32	EIA Cabinets 19"x84"x30" Complete (F&I)	EA	\$ 1,620.00

Group 5		Per	Unit Price
NexusWorx Application – Fiber Documentation			
GR-5-1	NexusWorx Fiber Optic Data Entry Support Services	HR	\$ 150.00

Will your company extend these prices to other governmental agencies within the State of Florida?

Yes ☒

No ☐

Exhibit “B”
Indian River County ITB #2023056
Annual Bid for Fiber Optic Engineering,
Design, Material, Supplies, and Installation



EXHIBIT "B"

Indian River County Purchasing Division

1800 27th Street

Vero Beach, FL 32960

Phone (772) 226-1416

Invitation to Bid

Project Name: Annual Bid for Fiber Optic Engineering, Design,
Material, Supplies and Installation

Bid #: 2023056

Pre-Bid Meeting time/location: N/A

Bid Opening Date: July 25, 2023

Bid Opening Time: 2:00 P.M.

All bids must be received by the Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late bids will not be accepted, opened or considered.

PLEASE SUBMIT:

(1) ONE MARKED ORIGINAL and,

(3) COPIES OF YOUR BID

PRIOR TO THE BID OPENING DATE AND TIME.

Refer All Questions to:

Email: purchasing@ircgov.com

Instructions to Bidders

General Terms and Conditions

Cone of Silence. Potential bidders and their agents must not communicate in any way with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of bid advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

Interpretations: No oral interpretations will be made to any Bidder as to the meaning of the Specifications. Every request for such an interpretation shall be made in writing, addressed and forwarded to the Purchasing Division (purchasing@ircgov.com) ten (10) or more days before the date fixed for opening of the bids. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to bidder will be in the form of an Addendum to the specifications, which if issued, will be sent promptly as is practical to all persons to whom specifications have been issued. All such Addenda shall become part of the specifications. Further, it shall be the responsibility of each bidder, prior to submitting their bid, to determine if addenda were issued and to make such addenda a part of their bid.

Licensure: Bidder must possess licensure as indicated in the Technical Specifications Scope of Work. Indian River County Code section 400.01(1) requires that "No person shall engage in the business of construction, contracting or subcontracting as regulated by Florida Statutes or in a [any] categories listed in **Appendix A to Ordinance No. 94-16 without a valid certificate of competency issued by the Indian River County Building Department** unless certified under Florida Statutes." Bidders who do not hold the appropriate licensure at the time of bid opening will be deemed non-responsive.

Insurance:

- **Owners and Subcontractors Insurance:** The Contractor shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by the owner, nor shall the contractor allow any subcontractor to commence work until the subcontractor has obtained the insurance required for a contractor herein and such insurance has been approved unless the subcontractor's work is covered by the protections afforded by the Contractor's insurance.
- **Worker's Compensation Insurance:** The Contractor shall procure and maintain worker's compensation insurance to the extent required by law for all their employees to be engaged in work under this contract. In case any employees are to be engaged in hazardous work under this contract and are not protected under the worker's compensation statute, the Contractor shall provide adequate coverage for the protection of such employees.
- **Public Liability Insurance:** The Contractor shall procure and maintain broad form commercial general liability insurance (including contractual coverage) and commercial automobile liability insurance in amounts not less than shown below. The owner shall be an additional named insured on this insurance with respect to all claims arising out of the operations or work to be performed.

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Commercial General (Public) Liability, other than Automobile \$1,000,000.00 Combined single limit for Bodily Injury and Property Damage	Commercial General A. Premises / Operations B. Independent Contractors C. Products / Completed Operations D. Personal Injury E. Contractual Liability F. Explosion, Collapse, and Underground Property Damage
Automobile \$1,000,000.00 Combined single limit Bodily Injury and Damage Liability	A. Owner Leased Automobiles B. Non-Owned Automobiles C. Hired Automobiles D. Owned Automobiles

- **Proof of Insurance:** The Contractor shall furnish the owner a certificate of insurance in a form acceptable to the owner for the insurance required. Such certificate or an endorsement provided by the contractor must state that the owner will be given thirty (30) days written notice prior to cancellation or material change in coverage. Copies of an endorsement-naming owner as Additional Insured must accompany the Certificate of Insurance.

Permits, Impact and Inspection Fees. In accordance with Florida Statutes Section 218.80, the "Public Bid Disclosure Act", County as Owner is obligated to disclose all license, permit, impact, or inspection fees that are payable to Indian River County in connection with the construction of the Work by the accepted bidder. The anticipated cost of the permit fees due to the Building Division is attached as an appendix to the invitation to bid. This amount does not include fees for any necessary re-inspection(s), which are the responsibility of the Contractor.

Variations to Specifications: For purposes of evaluation, Bidder must indicate any variances from the specifications and / or conditions on the form provided with this Invitation to Bid. Otherwise, it will be assumed that the product or service fully complies with the specifications. Items specifically described, as alternates shall be reviewed as an alternative bid to be considered by the County, in lieu of the primarily specified item(s). However, item(s) varying from the published specifications shall be considered substitutes, and the County reserves the right to consider or not to consider substitute bids. Substitutes shall be subject to disqualification if the County does not approve the substitution.

Sealed Bids and Envelope Markings: All bids must be submitted in a sealed opaque envelope. The outside of the envelope must be clearly marked with the Sealed Bid #, Title of the Bid, Date of the Bid opening, and Time of the Bid Opening and name of firm submitting.

Bid Submission: All bids must be signed with the legal Firm name and by an Officer or employee having authority to bind the company or firm by his / her signature. Bids must be submitted on forms provided by the County, and the bid forms shall not be recreated or modified. **Bids not submitted on the attached form(s) shall be rejected, as will bids submitted on rewritten, recreated, or modified bid forms.** All blanks on the bid form should be completed with a unit bid price, or the phrase "No Bid" or the phrase "Not Applicable" entered on each section, bid item, and alternative. Submittal of one marked original bid and one copy, plus one electronic copy as a single pdf is required unless otherwise instructed. The County will not reimburse any bidder for costs associated with preparation or submittal of this bid.

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Conditional Offers: Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

The following documents must be properly completed and submitted with your bid:

- ☐ Bid Form
- ☐ Qualifications Questionnaire
 - ☐ W-9
 - ☐ Evidence of Insurance
- ☐ Drug Free Workplace Certification
- ☐ Sworn Statement under 105.08 County Code on Disclosure of Relationships
- ☐ Certification Regarding Prohibition against Contracting with Scrutinized Companies
- ☐ Certification Regarding Lobbying
- ☐ Indian River County Fiber Infrastructure Non-Disclosure Acknowledgement

Public Record Exemption: Correspondence, materials, and documents received pursuant to this Invitation for Bid become public records subject to the provisions of Chapter 119, Florida Statutes. Should the Bidder assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Bidder.

Errors: When an error is made in the bid extension of generating total bid prices or in any other process of completing the bid, the original unit prices submitted will govern. Discrepancies between words and figures will be resolved in favor of the words. Carelessness in quoting prices, or in preparation of the bid otherwise, will not relieve the bidder from performance.

Bid Rejection: Failure to comply with all the enclosed instructions may result in rejection of the bid.

Consideration of Bids: Verbal, emailed or faxed bids will not be considered.

Opening Location: It will be the sole responsibility of the Bidder to deliver their bid personally or by mail or other delivery service to "Indian River County Purchasing Division, 1800 27th Street, Vero Beach, FL 32960," on or before the closing hour and date shown for receipt of bids. Bids received in person or by mail after the stated time and date will not be accepted or considered.

Irrevocable Offer: Bidder warrants by virtue of submitting a signed bid, that the prices quoted will remain firm and be considered an irrevocable offer for a period of sixty (60) days, during which time one or more of the bids received may be accepted by the County. The Board of County Commissioners shall deem the offer accepted upon approval.

Withdrawal of Bids: A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time of opening of bids. If, within 48 business hours after Bids are opened, any bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that

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there was a material and substantial mistake in the preparation of its Bid, that bidder may withdraw its bid and bid security will be returned. Thereafter, if the work is rebid, that bidder may be disqualified from further bidding on the work.

Co-Operative Purchasing: It is the intent of the Invitation of Bid to secure goods or services to be used by Indian River County. However, by virtue of bidding, the bidder accepts the right of other Florida Governmental agencies to purchase from this bid proposal, when appropriate. The Contractor and the requesting Governmental agency, apart from Indian River County, shall handle any such purchases separately. Further, County assumes no liability for materials or services ordered by any other Governmental agency by virtue of this bid. Bidders that find this condition unsatisfactory should indicate this by showing exception on the Bid Form.

Public Record Exemption: Correspondence, materials, and documents received pursuant to this Invitation for Bid become public records subject to the provisions of Chapter 119, Florida Statutes. Should the Bidder assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Bidder.

Local Preference: County has no local ordinance or preferences, as set forth in Florida Statutes section 255.0991(2) in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this bid.

Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is responsible. Bidders are further notified that the County's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Supplemental Information: The County reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other relevant parties to perform and furnish the work. To demonstrate qualifications to perform the work, each Bidder must be prepared to submit, within 5 days of Owner's request, written evidence, such as financial data, previous experience, present commitments, and other such data as may be necessary to prove to the satisfaction of the Owner that the Bidder is qualified by experience to do the work and is prepared to complete the work within the stated time period. Failure to provide any requested information may result in the determination of the Bidder as non-responsible.

Awards: The County reserves the right to cancel the bid, accept or reject any and all bids in whole or in part, and waive any irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsive, responsible Bidder, rebidding of the project is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. The County reserves the right to not make any award(s) under this bid.

Bid Protest: Any actual or prospective bidder or proposer who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within five (5) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the using Department and the Office of the County Attorney.

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Applicable Law and Venue: The resulting Agreement and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated within. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Cancellation: It is the intention of the County to purchase material and / or services from sources of supply that will provide prompt and convenient shipment and service. Any failure of the supplier to satisfy the requirements of the County shall be reason for termination of the award.

Termination by the County: The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the contractor fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

Non-Collusion: By signing and submitting the Bid Form, the Bidder certifies that,

- This bid has been arrived at by the Bidder independently and has been submitted without collusion, and without any agreement, understanding, or planned common course, or action with, any vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and
- The contents of the bid have not been communicated by the Bidder or its employees or agents to any person not an employee or an agent of the bidder, and will not be communicated to any such person prior to the official opening of the bid.
- No attempt has been made or will be made by the Bidder to induce any other person(s) or firm(s) to submit or not to submit a bid for the purpose of restricting competition.

Conflict of Interest: Any entity submitting a bid or proposal or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form may be cause for rejection of the bid or proposal.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Bidders are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); 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 any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes

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Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" 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, 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.

Suspension and Debarment: County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. By submittal of a bid in response to this solicitation, bidder asserts neither it nor its principals is presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participation in this work by any Federal department or agency. For work funded by federal grant, contractor is required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>) prior to execution of the agreement.

Scrutinized Companies Lists: The bidder certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, 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 been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

Non-Discrimination: County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

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E-Verify: Bidder must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Contractor is responsible for obtaining proof of E-Verify registration for all subcontractors. This requirement applies to any provider of services or goods.

Assignment/Delegation: No right, obligation or interest in an awarded Agreement may be assigned or delegated by the Bidder without prior written consent of the County, without prejudice to County's other rights and remedies.

Energy Policy and Conservation Act – The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Compliance with Laws and Regulations: Bidder agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by the resulting Agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Affirmative Steps: Contractor must take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

DHS Seal: If this project is federally-funded, the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials shall not be used by the Bidder without specific FEMA pre-approval.

Indemnification: Contractor shall indemnify and hold harmless the County, and its commissioners, officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the construction contract.

Records/Audit: The Bidder shall maintain books, records and documents pertinent to performance under this Invitation and any resulting Agreement in accordance with generally accepted accounting principles consistently applied. The County and the Florida Office of the Inspector General shall have inspection and audit rights to such records for audit purposes during the term of the contract and for three years following the termination of obligations hereunder. Records which relate to any litigation, appeals or settlements of claims arising from performance under this work or purchase shall be made available until a final disposition has been made of such litigation, appeals, or claims.

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Public Access: The Bidder shall allow public access to all documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.

Delivery Requirements: Delivery of goods is "FOB Destination" unless delivery terms are specified otherwise in the specifications. If County agrees in writing to reimburse Seller for transportation costs, County shall have the right to designate the method of shipment. In either case, the title and all risk of loss of the goods shall remain with the Seller until the goods are received and accepted by the County. Rejected materials will be returned to Seller at the Seller's risk and expense.

Descriptive Information: Descriptive literature including Specifications must accompany your bid. Manufacturer's name and model numbers are used herein solely for the purpose of establishing a standard of design, quality, and use of the merchandise required. Products of other manufacturers will be acceptable if they meet or exceed established standards with the exception of those items specified "NO SUBSTITUTION".

Manufacturer's Certification: County reserves the right to request from the Bidder a separate manufacturer's certification of all statements made in the bid.

Domestic Preference for Procurement: In accordance with 2 CFR 200.322, County will extend a preference for the purchase, acquisition or use of goods, products or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement and other manufactured products), to the maximum extent practicable.

Price and Discount Requirements: Quote net prices after deducting trade discounts. All discounts must be incorporated in the prices contained in the bid, and not shown separately. Invoices submitted must agree with the prices formally bid.

Taxes: County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the Contractor and will be filled out by the County.

Delivery and Completion Dates: Indicate delivery and completion dates. This may be a determining factor in the award of the bid. The County may, at its option, grant additional time for any delay or failure to perform hereunder if the delay will not adversely affect the best interests of the County and is due to causes beyond the control of the Bidder. Such grant must be in writing and made part of the resulting Agreement.

Direct Purchase: County reserves the option to purchase certain tangible materials necessary for the performance of the Contract, and thereby save the amount of the sales tax thereon by virtue of the Owner's status as a Tax Exempt Institution. For the purpose of these procedures, the Contractor will assign to the County any rights the Contractor may have under quotes, contracts or commitments received from the particular vendor or supplier for the materials described in the requisition. The invoiced amount of County Purchased Materials and applicable sales tax, had the purchases not been tax exempt, once finalized through the Owner's Purchase Order and after confirmation of completed delivery and acceptance, will be deducted from the Contractor's Contract price via Change Order.

Acceptance: Receipt of an item shall not be an indication that the items are acceptable. Final acceptance and authorization of payment shall be given after a thorough inspection indicates that the item is delivered in accordance with the Bid Specifications. Suppliers are advised that in the event the delivered item does not meet specifications, payment will be withheld until such time the supplier takes necessary corrective action.

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Default Provision: In case of default by the Bidder, County may procure the articles or services from other sources and hold the Bidder responsible for excess costs incurred thereby, and may take such action, as it deems appropriate, including legal action for Damages or Specific Performance.

Note: Any and all special conditions attached hereto, which may vary from these General Conditions, shall have precedence.

End of General Terms and Conditions

Technical Specifications

Background

Indian River County is soliciting firm, fixed pricing for the procurement, installation, integration, repair and support services for the County's enterprise network system. Work is anticipated to include fixed pricing for the cable, material, and equipment, and installation labor.

The term "Owner" in this solicitation refers to the owner of the fiber assets, or other electronic equipment assets that are being serviced under any order resulting from this solicitation. Indian River County is soliciting this bid on its own behalf, but it is anticipated any award will also be utilized by the members of the Indian River Fiber Consortium ("Consortium"), which includes the County, the City of Vero Beach, and the Indian River County School District. Under this agreement, no work may be completed on any Owner's assets without prior project-specific coordination with and authorization by that Owner.

The term "Contractor" refers to the bidder or bidders selected in response to this invitation to bid, and with whom the County enters into a formal agreement.

The County may, at its sole discretion, award sections to more than one bidder and may allocate work to any of the awarded bidders, based on considerations such as responsiveness, workload, material availability, size of work force, price, capability, quality of work, expertise, and past experience.

This is not an exclusive contract. The County may, at its discretion, secure the services of other vendors for the work content represented in this bid package. The County may also contract with vendors who have been awarded groups in this bid under other contract arrangements and price structures, such as in cases in which simple unit pricing is not the most advantageous method of procurement.

The term of award is one year, with two additional one-year renewals available, subject to mutual agreement and the determination renewal is in the County's best interest.

Responsibilities

Owner's Responsibilities

Owner shall:

1. Order services on an as needed basis, by issue of a physical purchase order, or verbal issue of a (five-digit) purchase order number in cases of emergency.
2. Provide access to the work area.
3. Designate a Project Supervisor, which shall have the responsibility to ensure compliance with contract requirements, such as, but not limited to, inspection and acceptance.
4. Inspect the service upon completion of work to ensure that the work is acceptable.
5. Reserve the right to require the removal of any of the Contractor's employees from the project, if in the Owner's judgement, such removal is necessary to protect the Owner's interest.

Contractor's Responsibilities

The Contractor shall:

1. Coordinate all activities with the Owner's Project Supervisor on a daily basis.
2. Not substitute from the agreed upon installation plan or repair method, as well as the equipment to be used without prior written approval in the form of a Purchase Order Change Order.

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3. Ensure that all equipment operators (including subcontractors) are competent in the use of assigned equipment.
4. Ensure that all personnel (including subcontractors) are in uniform at all time, and have on their body all of the required identification required within the contract.
5. Maintain a clean and professional work environment at all times.
6. Use full-time permanent employees for all of the following:
 - a. PE services
 - b. CADD services
 - c. GIS services
 - d. Clerical services
 - e. ROW strand mapping, design and permitting
 - f. Fiber optic cable installation
 - g. Fiber optic cable terminating, splicing and testing

Utilization of Subcontractors

The use of subcontractors on the contract shall be strictly restricted to the following:

1. Conduit installation – hand trenched, machine trenched or bridge mounted
2. Directional boring
3. Direct bury by plowing
4. Pull box installation
5. Pull box concrete installation
6. Innerduct installation
7. Pole riser installation
8. Detectable marking tape installation
9. Concrete pole installation
10. Communication or device cabinet installation
11. Route marker or ROW marker post installation
12. NexusWorx Data Entry
13. BICSI/RCCD services

Protection of Information

All information provided to the Contractor and its assignees in reference to work proposed or performed for the Owner, such as Organizational Data Network, ISP or OSP fiber optic infrastructure (topology, routes, segments, layout, or fiber connectivity points), Electronic Data, Printed Materials, GIS Shape Files, or Maps provided to the Contractor or any member of the Contractor's organization, is of a confidential and security sensitive nature, per U.S. Homeland Security requirements. **No information may be disclosed, disseminated, or otherwise allowed to be accessed by unauthorized personnel, without the specific written authorization of County and/or Owner.**

Acceptance of a formal Non-Disclosure Agreement (NDA) is a prerequisite to commencement of work, regardless of the section(s) awarded in this bid. The attached Non-Disclosure Agreement must be submitted with your bid.

Permitting and Licensure Requirements

In addition to permits through Indian River County's Building Division (costs for work ordered by Indian River County is provided in Attachment A to this Invitation to Bid), the Contractor may be required to obtain permits for work under this bid from the Florida Department of Transportation, and/or Florida East Coast Railroad. Contractor must have an existing prequalification with FDOT (in any category), to facilitate necessary maintenance of traffic (MOT). **FDOT prequalification is not required of bidders submitting pricing only for Group 5.** Bidders must submit a copy of their prequalification memo with their bid.

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The price to be paid for permit(s) shall be based on the Contractor's actual permit cost. Contractor shall supply original permit(s) cost documentation to the Indian River County Information Technology Department requesting the service. Any Federal or State taxes paid by the Contractor to its suppliers for a permit(s) are not reimbursable by the County to the Contractor.

Bid and Project Pricing

All work under this agreement will be payable at the per unit prices submitted on the bid form.

Since technological changes in this discipline are rapid, products that exceed the specifications of what is depicted in this bid document may be substituted with written approval by the County, at the unit prices in this bid document. Where demonstrated to the County's satisfaction, unit prices may be adjusted annually by the Consumer Price Index-All Urban Consumers for the South Region ("CPI-U, South Region") or in rare cases by extreme fluctuations in manufacturers' pricing (e.g. rapid run-up in price of copper). Any change to unit prices must be requested in writing, and with sufficient supporting documentation, no less than 60 days in advance of the proposed effective date, and must be approved by amendment to the agreement, approved by the Board of County Commissioners. The County will not unreasonably withhold approval of such increases that can be adequately verified.

The types of work in the bid are divided into five groups. Bidders are not required to bid on all groups, but must bid on all items within a particular group (listed below) to be considered. The groups are:

Group	Section(s)
1 Technical Labor	
2 OSP Construction Conduit, Pull Boxes and Junction Boxes	FDOT Standard Specifications for Road and Bridge Construction Section 630 FDOT Standard Specifications for Road and Bridge Construction Section 635
3 Fiber Optic Cable, Preterm Drops, Splicing Terminations.	FDOT Standard Specifications for Road and Bridge Construction Section 633
4 Multi-Pair Cables	FDOT Standard Specifications for Road and Bridge Construction Section 633
5 NexusWorx Application – Fiber Documentation	Technical Labor (County Specification 852)

Warranty

The Contractor shall fully warrant all labor furnished hereunder against defect in workmanship for a period of ninety (90) days from date of delivery and acceptance by Owner. and equipment furnished hereunder against defect in materials for a period of one (1) year from date of delivery and acceptance by Owner. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, Contractor shall repair or replace same at no cost to Owner, immediately upon written notice from the Purchasing Division.

Worksite Safety / Security

Contractor shall at all times guard against damage or loss to the property of the Owner, Contractor's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage.

When applicable, Contractor shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the worksite(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, Contractor shall provide for the prompt removal of all debris from Owner's property. Owner may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the Contractor or its agents.

Specifications

1.0 Introduction

1.1 Owner Acceptance

- 1.1.1 Payment shall be rendered **ONLY** upon Owner's acceptance of said service. Acceptance is defined as a receipt signed by the designated Owner representative(s), as acknowledgement of services rendered.

1.2 Scope

- 1.2.1 This invitation for bid delineates the requirements for the material, labor and support services to be provided.
- 1.2.2 The Contractor shall, on an as needed basis, be responsible for the integration, supply and/or installation, connection, and maintenance/repair of the Owner's enterprise network systems, OSP (outside plant), various types of fiber optic cable, equipment and supplies, and general network-type cabling systems. The Contractor may be required to also provide the same or like services, on an as needed basis, in support of new Owner-owned buildings and facilities.
- 1.2.3 There are approximately 47 plus Owner facilities where these services may be required. Other sites may be added during the term of the contract, dependent on Owner needs.
- 1.2.4 The reference to "47 plus" Owner facilities is solely provided for informational purposes. The Contractor will be required to provide services as specified, on a time and material basis, anywhere geographically within Indian River County.
- 1.2.5 The overall scope includes, but is not limited to, providing and/or installing (including: inter-building, intra-building, fiber optic cabling) fiber optic equipment, and maintenance/repair services. When practical and possible, the Contractor shall utilize existing cable runs and conduits, unless directed otherwise by IS&T.
- 1.2.6 Indian River County IS&T Division hereinafter referred to as IS&T, will periodically notify the Contractor of required work to be performed.

2.0 Specifications – General

2.1 Qualifications of Bidders

- 2.1.1 See Qualifications of Bidders under Permitting and Licensure Requirements.

2.2 Pricing

- 2.2.1 IS&T reserves the right to utilize the resulting term contract for the purpose of obtaining material only, obtaining labor only, or obtaining a combination of material and labor at the unit prices offered on the Bid Form.

2.3 Acceptance

- 2.3.1 Any discrepancies in equipment, defects in cabling, operational difficulties or other problems encountered during final testing, and post operation evaluation shall be furnished to the Contractor in writing, per project phase.
- 2.3.2 Resolution of these items to the satisfaction of the Owner, is required prior to system acceptance. IS&T staff shall verify each of the major components, including, but not limited to, performing random testing of the fiber optic cable.

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- 2.3.3 The date of “acceptance” is defined as the date all required cabling, material, and associated hardware have been installed, tested, operationally activated (when requested), and the required documentation has been presented to the Owner, and all identified discrepancies have been satisfactorily completed on a per-project basis.

3.0 Project Specifications – Non-Technical

3.1 Material and Workmanship

- 3.1.1 The Contractor shall schedule and coordinate all installation, rearrangement, removal, or repair activity of any/all equipment, through IS&T.
- 3.1.2 All work shall be performed in a professional manner that is compatible with the Owner’s normal business.
- 3.1.3 The Contractor shall comply with all applicable national, Federal, State, and local rules, regulations, codes, and standards for safety, building, electrical, fire, communications low voltage wiring, and installation work. The Contractor also understands and agrees that all equipment and/or services provided to the Owner, shall comply with specifications set forth in the applicable sections of the Federal Communications Commission Rules and Regulations. In addition, work performed shall be in accordance with industry accepted practices and standards, such as those set forth in EIA/TIA, BISC. Additionally, all cable, wire, and associated material and equipment provided and installed by the successful bidder, is to have been tested by an approved testing facility and listed for the intended use. Additional information relating to codes, etc., is contained in the following Section 3.1.4.
- 3.1.4 Installations/Products are to be in accordance with the following codes and standards. Where there is a conflict between the bid document and the applicable code, the most stringent shall govern:
- a) American National Standards Institute (ANSI). TIA/EIA – Telecommunications Industry Association/Electronics Industries Association
 - b) ANSI/TIA/EIA-569-A – Commercial Building Standard for Telecommunications Pathways and Spaces, latest editions
 - c) ANSI/TIA/EIA-606 – The Administration Standard for Telecommunications Infrastructure of Commercial Building, latest edition
 - d) ANSI/TIA/EIA-607 – Commercial Building Grounding and Bonding Requirements for Telecommunications, latest editions
 - e) ANSI/TIA/EIA TSB 72 – Centralized Optical Fiber Cabling Guidelines
 - f) ANSI/TIA/EIA TSB 75 – Additional Horizontal Cabling Practice for Open Offices
 - g) ANSI/NFPA 70 Article 318 – Cable Trays
 - h) American Society for Testing and Material (ASTM)
 - i) Building Industry Consulting Service International (BISC)
 - 1. “Telecommunications Distribution Methods Manual”
 - 2. “Telecommunications Installation Manual”
 - 3. “Customer-Owned Outside Plant Design Manual”
 - j) Underwriters Laboratories (UL)
 - k) Federal Communications Commission (FCC)
 - l) Americans with Disabilities Act Requirements (ADA)
 - m) Occupational Safety and Health Administration Regulations (OSHA)
 - n) National Fire Protection Association (NFPA)
 - o) Institute of Electrical and Electronic Engineers (IEEE) Applications standards including, but not limited to, LAN Standard for Ethernet IEEE 802.3
 - p) National Electrical Manufacturers Association (NEMA)

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- q) National Electrical Code (NEC)
 - r) National Electrical Safety Code (NESC)
 - s) ISO/IEC – International Standard Organization and International Electro technical Commission
- 3.1.5 All cable, equipment, material, components provided by the Contractor, shall be guaranteed to be new. The Owner reserves the right to supply any/all cable, equipment, material or components out of existing stock.
- 3.1.6 No cable, equipment, material, components shall be borrowed, substituted, or removed without the express knowledge and consent of IS&T.
- 3.1.7 See Worksite Safety/Security listed under Technical Specifications – Contractor's Responsibilities
- 3.1.8 The Contractor shall insure that all personnel assigned to projects have the expertise to perform the services, and have the ability to operate any and all tools and equipment utilized in conjunction with this service, and all personnel on a jobsite have appropriate identification clearly identifying the individuals and the firm they represent available upon request. NOTE: All Contractor employees and all subcontractors employed by the Contractor, shall be required to comply with the Owner's ordinance/policies regarding access to Owner facilities and as such, shall be required to comply with those requirements prior to having access to Owner facilities.
- 3.1.9 All inside/outside plant installation personnel for inside plant cabling, shall be required to wear uniforms on-site. The company's name shall be predominately displayed. Owner vendor badges shall be worn at all times.
- 3.1.10 The Contractor is solely responsible for obtaining all permits for all work requests. The Owner shall reimburse the Contractor for the actual cost of the permits. For projects associated with new facilities under construction, the Contractor is required to obtain "stand alone" permits. Sub-permits, under the General Contractor's permits will not be allowed unless specifically approved by the County's Public Works Department in writing. Additionally, the Contractor is solely responsible for any/all costs associated to repair any items or Owner facility, structure, and/or property which become damaged by the Contractor's installation activity.
- Any and all equipment, material, components, cable, etc., provided, installed and operationally activated by the Contractor that is deemed unacceptable by the Owner or does not comply with the specifications herein and rules, regulations, codes, ordinances, or standards as indicated in other sections of this document, shall be replaced with appropriate and compliant products by the Contractor, prior to system acceptance, at no cost whatsoever to the Owner.
- 3.1.12 All installed backbone fiber cabling shall be end to end tested. Fiber links shall meet the EIA/TIA requirements for connector mated pair reflection loss and splice loss as applicable.
- 3.1.13 Consumables – Items used for the installation of fiber infrastructure that are expended to complete an installation process are the sole responsibility of the Contractor. Examples of these items are: jet line, electrical tape, label tape, solvents, cleaners, cable lube, polishing paper, etc.

3.2 Manuals and Documentation

- 3.2.1 It shall be the responsibility of the Contractor to provide the as-built documentation. As-built information should be understood to be part of the work units authorized by Owner. Because as-builts are part of the scope of work for each project, final payment will not be made to the Contractor until the drawings are received and approved by the Owner.
- The requirements contained below address some of the data collection processes and methodologies for the outside plant (OSP) as-built documentation.
- a) All OSP infrastructures shall be documented utilizing GPS instruments as construction occurs.

- b) Provide positioning data for trench deployment. Documentation shall include conduit support infrastructure description, when installation is different than the standard 2" conduit or when more than a single conduit is laced underground, as well as placement. GPS coordinates shall be taken at 150 foot intervals and/or at any running line changes, infrastructure changes (manhole, hand holes, pull boxes, cabinets, and terminations) or other points, as necessary.
- c) Provide positioning data for directional bores. Documentation shall include GPS coordinates for each rod length with its corresponding depth. Other points shall be documented as necessary.
- d) Provide positioning data of aerial infrastructure by taking GPS coordinates of each pole. Documentation shall include attachment details such as pole type, pole class, riser conduit, height of attachment (HOA), etc., as well as any aerial slacks and aerial splices between poles.
- e) Provide positioning data of service loops with slack length, as well as the sequential cable length markings at each splice vault, pull box, terminations or other points.
- f) All GPS datasets ported to GIS features classes shall be projected in the NAD 1983 HARN State Plan Florida East FIPZONE 0901 coordinate system, with the unit of measure being U.S. Foot.
- g) All GPS points shall have sub foot (< 12 inch) accuracy for horizontal (X, Y) and vertical (Z) axis, unless otherwise specified.
- h) Submit as-built data as ESRI file geodatabase. Line and point attributes shall be appropriately formatted and accurately recorded.

4.0 Service Requirements

4.1 Customer Service

- 4.1.1 Owner requires that the Contractor provide qualified installation, maintenance, repair, and support services, from a service center which shall permit adherence to the service response time frame requirements identified in paragraph 4.2.4.
- 4.1.2 The Contractor shall assign an Account Manager responsible for coordinating orders for installations, rearrangements, removals, repairs and for resolving billing discrepancies.
- 4.1.3 The Contractor shall provide an escalation list of names, addresses, and telephone numbers to the IS&T representative, within five (5) working days after bid award, and prior to Owner's execution of the agreement.
- 4.1.4 The Contractor shall have a Return Material Authorization (RMA) Program to include, at a minimum, the following:
 - a) Tracking number
 - b) Item description
 - c) Date initiated
 - d) Reason for return
 - e) Disposition of returned material
 - f) Expected resolution date
- 4.1.5 The Contractor shall have a Business as Usual (BAU) Program to include, at a minimum, the following:
 - a) Project tracking number with date
 - b) Brief description
 - c) Date initiated
 - d) Anticipated installation start/delivery
 - e) Anticipated construction completion
 - f) Responsibility/Ownership for completion (e.g. material delivery, additional information, engineering)

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- g) Daily updates of standard work request additions/completions and weekly status updates of ongoing projects type work requests.

4.1.6 Due to the importance of the Enterprise Network and the Voice Network, in the operation of the Owner's business, the Contractor is required to provide business recovery services to the County in the event of natural and/or other disasters.

4.2 INSTALLATIONS / REARRANGEMENTS / REPAIRS

4.2.1 All repairs shall be made using Original Equipment Manufacturer (OEM) components. Substitutes, unless designated as a replacement by the manufacturer of the equipment, are not acceptable.

4.2.2 The Contractor shall provide routine and emergency service as required and in accordance with manufacturer and warranty standards. Such action shall be continuous until the problem, or problems, are 100% corrected. There shall be no charge for any work that is covered under the warranty period. The Contractor shall be responsible for all warranty work even after the contract expires, if work/materials are still under warranty.

4.2.3 Should any condition exist which precludes or inhibits the Contractor's ability to satisfy the required response times, the Contractor shall inform IS&T in writing within twenty-four (24) hours.

4.2.4 The Contractor shall initiate repair, and time and material service, after the Owner requests service as follows:

Emergency Trouble Service -- Within three (3) hours of reported trouble and Owner's provision of an emergency PO *number* (written PO will be issued later), during normal business hours; Within six (6) hours on evenings, weekends, and holidays.

Time & Material Service -- Within five (5) workdays of requested work

4.2.5 Emergency Trouble Service: An Emergency Trouble Service is defined as the failure of the network backbone and/or passive/active network component which renders an entire area incapable of performing any of its functions (e.g., a zone, floor, or communications between sites).

a) In the event of an Emergency Trouble Service situation, a trained and qualified technician shall be on-site within two (2) hours of request and notice of emergency PO number. Once a return to service plan is agreed upon, the items needed for the repair as described in Section 4.2.5.b. shall be on-site within two (2) hours.

b) The Contractor shall have fusion splicer, OTDR, 5,000 feet of 96 and 48 strand single-mode fiber, and 2,000 feet of 24 strand, multi-mode fiber cable in inventory for deployment to emergency repair.

4.2.6 Time and Material Service (BAU): Response to BAU requests shall be within five (5) workdays of the requested service.

4.2.7 Should any condition exist that would preclude or inhibit the Contractor's ability to satisfy the maintenance or order work activity within the above specified time frames, the Contractor shall notify IS&T immediately. Additionally, a description of the limiting or exempting condition(s) shall be provided to IS&T with a revised completion date of the required work activity. Furthermore, if such constraining conditions are temporary in nature, the Contractor shall indicate when and/or under what conditions he would again become fully compliant with required response times.

4.2.8 The County's normal working hours shall be defined as Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding County holidays.

5.0 Commencement of Work Notification

5.1 IS&T shall call the Contractor's service center, to report troubles and request all repair and maintenance service. IS&T shall provide the location and all pertinent information related to the trouble report, including the IS&T, (internal) trouble identification number.

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- 5.2 IS&T shall contact the Contractor's service center via fax/e-mail, to request T&M service activity. The fax/e-mail transmittal shall contain all information necessary for scheduling and responding to the request, including location where work is to be performed, IS&T (internal) work request number, requesting IS&T contact person's name and telephone number, on-site (work location) contact name & telephone number, description of work activity to be performed, and/or listing of material to be procured and/or installed.
- 5.3 The Contractor shall provide to IS&T, a detailed status report on all open projects on a weekly basis. The report shall be delivered via email to the project contact for IS&T.
- 5.4 The Contractor shall meet (and/or discuss project activity/requirements) with IS&T representative prior to the commencement of any project. Furthermore, the Contractor's project manager shall keep IS&T representative advised of work progress from commencement through completion.
- 5.5 Upon request, the Contractor shall provide a complete itemized estimate, including scope of work, parts, professional services, etc., per project. These per project, estimates shall be approved in writing, by IS&T authorized personnel, prior to commencement of any project. Additionally, there may be instances where IS&T will request a "not-to-exceed" cost for material and labor on a specific project. The Contractor shall be required to provide the "not-to-exceed" cost then, if directed to by IS&T, to complete the specific project for no more than the "not-to-exceed" dollar amount submitted prior to work commencement.
- 5.6 For installed products, "Operational Date" is the date all station lines, network backbones, and campus network (when applicable) are fully operational and ready for use.

6.0 INVOICING AND BILLING REQUIREMENTS

- 6.1 Contractor shall submit original invoices electronically, with all necessary backup, to the Information Services & Telecommunications (IS&T) Division. The IS&T Division will utilize the duplicate invoice copy to validate the billing invoice and effect the correct payment amount through the Finance Department.
- 6.2 All billing invoices submitted to the Owner shall contain the following documentation and information:
- a. Location (Owner's work center and complete address) where work was performed
 - b. Owner-issued Purchase Order (PO) number
 - c. Name of the IS&T Division representative generating the service request
 - d. Contractor's trouble ticket number or T&M work sheet identification number
 - e. Description of T&M work activity actually performed or a description of trouble clearance. A List of all material used to complete the work request or trouble AND a copy of receipt(s) from Contractor's supply source depicting actual cost of material provided to complete the work request.
 - f. Job start date, end date and time
 - g. Test results completed after installation as specified in Specifications, Section 7.2.5
 - h. The IS&T Division is required to validate the accuracy of all billing invoices before payment authorization can be made; therefore, billing invoices received which do not contain the required information will result in a delay in payment. Invoices which cannot be validated by the Owner shall not be paid.

7.0 PROJECT SPECIFICATION - TECHNICAL

- 7.1 This "overall" project, with its individual work requests, shall consist of, but is not limited to, the procurement, delivery, installation and testing, of fiber optic cables, fiber optic cable terminations and terminating equipment and hardware, etc.

7.2 TESTING REQUIREMENTS

- 7.2.1 The Contractor shall be required to perform tests on all fiber installed, to ensure operational and technical conformity. Dispersion, splice loss, and optical time domain tests shall be performed on all fiber optic cable installed.

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- 7.2.2 Dispersion, splice loss, and optical time domain tests, shall be performed on all fiber optic cable installed.
- 7.2.3 Each reel of fiber optic cable provided by the Contractor shall be accompanied by the manufacturer's test data showing the conformance to the requirements described herein. The manufacturer's test data shall identify each fiber in each cable and list its factory tested attenuation in decibels per kilometer. This attenuation shall meet as a minimum, the attenuation requirements set forth in Table – Fiber Optic Cable Specifications (Section 7.5.2) included in this document.
- Ensure that each finished and installed fiber optic cable segment shall be traceable to the test date on file for each step in its manufacturing process. The Contractor shall provide the County five (5) calendar days advance notice of the date the cable will be ready for final testing so that County staff may be present at the tests if staff elects.
- 7.2.4 The Contractor shall test the fiber optic cable at the site storage area prior to installation. Test each optical fiber in the cable from one end and one wavelength with an OTDR compatible with wavelength and fiber type. Check for continuity, kinks, anomalies, and appropriate attenuation. Record each measurement with color, location and type of fiber measured. If the tested loss per kilometer exceeds the loss from the manufacturers test data, the County will reject the cable. An electronic and hard copy shall be provided to IS&T prior to the fiber optic cable being installed.
- 7.2.5 After installation (splicing and termination) is complete, and if specified, the Contractor shall test the optical fiber in the cable again for the loss characteristics. Perform a uni-directional test on all terminated fibers using the Optical Time Domain Reflectometer (OTDR). Single mode fiber that is a distance of five (5) miles or less shall be shot at a 1310nm wavelength. Single mode fiber that is greater than five (5) miles shall be shot at a 1550nm wavelength. Multi-mode fiber shall be tested at an 850nm wave length. Results of these tests shall be provided to IS&T in both a hard copy and electronic format for acceptance. Any failure that shows up on the Contractor's OTDR results may result in total replacement of the fiber optic cable. In addition, IS&T may also perform testing with an OTDR for testing result comparison. If any discrepancies are found, resolution of these items to the satisfaction of the County is required prior to system acceptance.

The Contractor shall notify the Owner in writing, five (5) calendar days in advance of the testing of the cable, so that the Owner staff may be present for the tests. Test result printouts shall include, but not limited to, the following:

- a) Distance of trace
- b) Total loss
- c) Splice loss
- d) Cable ID
- e) Fiber ID
- f) Beginning testing location
- g) Fiber testing location
- h) Operator/technician name or initials
- i) Date and time test was performed
- j) Test wavelength
- k) Test pulse width
- l) Re-factory index

The method of connectivity between the OTDR and the tested fiber shall be factory assembled patch cords, pulse suppression, or launch cables equal to length of 150% of the dead zone as published by the OTDR manufacturer. The launch cable shall have the appropriate connectors to allow for connection to the terminated fiber port, without the use of additional couplers.

The Contractor shall prepare and submit a test procedure for the pre-installation and post installation tests to the Owner for approval.

7.3 FIRESTOPPING

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- 7.3.1 The Contractor shall be required to firestop all penetrations of floors and walls, including cable "riser" openings. All firestopping and sleeves provided shall comply with all local, state, and national codes, as may be amended.

7.4 OSP CONSTRUCTION CONDUIT – UNDERGROUND

7.4.1 General Requirements

- a) Consider the locations of conduit as shown on the plans as approximate. Construct conduit runs as straight as possible, and obtain the Engineer's/Owner's approval of all major deviations in conduit locations from those shown on the plans.
- b) Do not place more than the equivalent of four quarter bends or 360 degree of bends, including the termination bends, between the two points of termination in the conduit, without a pullbox. Obtain the Engineer's/Owner's approval to use corrugated flexible conduits for short runs 6' or less.
- c) Use only intermediate metal conduit, rigid galvanized conduit, rigid aluminum conduit or PVC coated intermediate metal conduit for above-ground or underground electrical power service installations.
- d) Use either schedule 80 PVC or fiberglass reinforced epoxy conduit for installations on bridge decks. Use either schedule 40 PVC or fiberglass reinforced epoxy, conduit for underground and under pavement installations, except for electrical power service.
- e) When the installation of a conduit requires jacking under paved surfaces, railroads, etc., use an intermediate metal conduit as the sleeve for the underground conduit. Install the underground conduit as shown in the Design Standards, Index No. 17721.
- f) When a conduit installation changes from underground to above-ground, make the change a minimum of 6" below finished grade.
- g) Install an expansion fitting when conduit crosses an expansion joint of a structure.
- h) Use couplings and expansion joints made of the same material as the conduit.
- i) Ensure that all joints are made as specified by the manufacturer and are waterproof.
- j) For installations not specifically shown, install the conduit in accordance with National Electrical Code (NEC) and/or National Electrical Safety Code (NESC) requirements.
- k) When earth backfill and tamping is required, place backfill material in layers approximately 12" thick, and tamp each layer to a density equal to or greater than the adjacent soil.
- l) When trenching instead of boring, saw cut and repair all pavement and sidewalks encountered. When backfilling trenches in existing pavement, use a commercially available sand-cement (approximately 10:1 mix ratio).
- m) Provide a standard clearance between underground control cable and electrical service cable or another parallel underground electrical service cable that meets National Electrical Safety Code requirements.
- n) Install conduit for electrical and low-voltage systems as shown on the plans or referenced to FDOT Design Standards, Index No. 17721. Consider the locations of conduit as shown on the plans as approximate. Construct conduit runs as straight as possible, and obtain the Engineer's/Owner's approval of all major deviations in conduit locations from those shown on the plans.
- o) Provide an outer duct and innerduct that is suitable for underground use in an ambient temperature range of -32° to 130° F, without degradation of material properties.
- p) Provide outer duct and innerduct that is resistant to benzene, calcium chloride, ethyl alcohol, fuel oil, gasoline, lubricating oil, potassium chloride, sodium chloride, sodium

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nitrate, and transformer oil, and is protected against degradation due to oxidation and general corrosion.

- q) Provide outer duct and innerduct with an outer diameter to a minimum wall thickness ratio that complies with ASTM – D3035, Standard Dimension Ratio (SDR) 13.5.
- r) Provide outer duct and innerduct that meets or exceeds the following:
 - 1. ASTM – D1238: Tensile Strength – 3000 PSI minimum Elongation – 400% minimum
 - 2. ASTM – D1238: Melt Index – 0.4 maximum
 - 3. ASTM – D1505: Density – 0.941 – 0.955 g/cc
 - 4. ASTM – D1693: Condition B – 20% failure, maximum
 - 5. ASTM – D2444: Impact – NEMA Standards Publication TC 7
 - 6. ASTM – D3350: Cell Classification – 334420 or 34420
- s) Provide outer duct and innerduct with the coefficient of friction of 0.09 or less.
- t) Provide 0.5 inch, pre-lubricated, woven polyester tape with a minimum rated tensile strength of 2,500 lbs.

7.4.2 HDPE Outer Duct

Provide a factory lubricated low friction, coilable, high-density conduit constructed over high-density polyethylene (HDPE). Provide outer duct conduit with a smooth outer wall, and inner wall, and ensure the conduit is capable of being coiled on reels and continuous lengths, transported, stored outdoors and subsequently uncoiled for installation without affecting its properties or performance. Include multi-duct conduit organizers at all points where the multi-duct conduit enters and exits into a junction, pull box, splice vault, or similar structure. Provide conduit spacers that are appropriately sized relative to the ducts.

7.4.3 HDPE Innerduct

Provide a factory lubricated, industry sized 1.5" or 2" inside diameter as listed in the plans, low friction, coilable, conduit constructed of virgin HDPE innerduct. Said innerduct shall conform to ASTM D – 2239 and meet the following minimum requirements: Smooth wall SDR – 11, nominal outer diameter of 1.592 inches, minimum inner diameter 1.360 inches and a minimum wall thickness of 0.106 inches. Provide conduit with a smooth outer wall and ridged inner wall and ensure the conduit is capable of being coiled on reels in continuous lengths, transported, stored outdoors subsequently uncoiled for installation without affecting its properties or performance. Innerduct shall be furnished in the following factory extruded colors: orange, white, black and yellow as specified. Red shall be reserved for electric.

Provide mechanical duct plugs that provide a watertight barrier when installed in an unused conduit or outer duct conduit. Provide duct plugs sized in accordance with the conduit furnished. Provide duct plugs that are removable. All conduit shall come with factory installed duct plugs to keep out dust, dirt, and water.

Provide mechanical sealing devices that provide a watertight barrier between the conduit and communications cable. Provide mechanical sealing devices sized in accordance with conduit furnished and with appropriately sized holes for the communications cable. Provide mechanical sealing devices that are removable.

7.4.4 Secondary Underground Conduit

Furnish and install HDPE or PVC conduit sized per plans for additional pipe in common trench. Install the proper size and quantity of conduits to be used in accordance with the minimum conduit size and quantity requirements of the NEC and as approved by the Owner.

7.4.5 Above Ground Conduit

Furnish and install conduit for above ground use (a riser assembly on a utility service pole for the purpose of bringing power from above ground to underground conduit/duct, or bridge mounted or other above ground structure) consisting of galvanized rigid steel (GRS),

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aluminum, or Schedule 80 PVC conduit in accordance with ASTM D 1785, as approved by the Owner.

Furnish and install Schedule 80 PVC conduit, aluminum or Rigid Metal Conduit (RMC) for bridge crossings, attached to the bridge structures, under the parapet, wherever feasible and applicable. All rigid steel conduit material utilized shall be compliant with UL-6, ANSI C-80.1 and to Article 346 of the NEC. All aluminum conduits shall be aluminum 6063 aluminum alloy, T – 1 Temper, ANCI C80.5, and NEC 250.118 (2). All required connectors, adapters, fittings, conduit straps or "U" guard clamps and incidentals required and necessary for the above ground installations shall be galvanized and provided to construct a complete conduit/duct system.

No reducing couplings or reduction in the inside diameter of conduit shall be permitted. No intermediate

metallic conduit (IMC) or thin – wall type electrical conduit shall be permitted for outdoor use.

Furnish and install galvanized metal conduit grounding bushing, or aluminum metal conduit grounding bushing on the terminating ends of all GRS/aluminum conduit runs. The bushings shall have an insert made of plastic and or other suitable material to protect wiring installed in the conduit. The bushing shall have a compression-type grounding lug for bonding the conduit to the ground rod and pull box. Do not field drill ceilings bushings.

7.4.6 Conduit Placement – General

Place conduit (location and depth) as required by the FDOT Utility Accommodation Manual, the plans, or as specified by the Owner. If the required steps cannot be accomplished due to soil conditions, obstructions, etc., additional mechanical protection may be required at the discretion and approval of the Owner.

For underground conduit/duct requiring additional mechanical protection (e.g., boring under railroads, shallow boring depth, proximity to foreign utilities, etc.), furnish and install black steel pipe (BSP) as an outer sleeve/pacing, or other materials as required by the permitting agency and/or approved by the Owner.

After the installation of the innerducts and upon completion of the tamping and backfill process, perform a mandrel test on each individual duct to ensure that no duct has been damaged. Provide a nonmetallic mandrel having a diameter of approximately 1", for use in 1.25" innerduct. If damage has occurred, replace the entire length of the duct.

Test HDPE conduit for continuity and proper installation using a pressurization process; plug each innerduct and pressurize it to achieve a minimum pressure of 100 PSI for a minimum of 2 minutes.

No roadway pavement cuts will be allowed unless approved by the Owner. Conduit entrances into base-mounted field cabinets through the sides, back or top of the cabinet, are not permitted. All conduit attachments to rigid structures shall require the shop drawing/plan detail showing the attachment method for review.

Conduits terminating base mounted cabinet foundations shall extend a minimum of 2" above the foundation. All bends shall be at a 90° sweep, suitable for fiber optic cable, free from kinks, and of such easy curvature to permit the drawling in of cables without damage to insulation.

All new base mounted field cabinet foundations, shall have installed at least two (2) spare, empty 2" conduits, terminating a pull box.

Any metal conduit utilized shall be grounded and bonded in accordance with the NEC. All installation and construction work on all facilities shall be in compliance with the NESC.

7.4.7 Conduit Placement – Multi-duct Installation in Outer Duct

Simultaneously, install the individual colored innerducts in the outer duct. Install the multi-duct conduits using an approved cable pulling lubricant.

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Use a dynamometer (clutch device) so as not to exceed the maximum allowable pulling tension. Do not use a motorized vehicle to generate pulling forces.

Keep tension on the ducts and the pulling line at the start of each pull. Do not release the tension if the pulling operation is halted. Restart the pulling operation by gradually increasing the tension until the multi-ducts are in motion. Once the multi-duct system is installed in the outer duct, install the duct organizers at the point where the multi-duct system enters or exits the junction box, pull box, splice vault, or other similar structure, or a cabinet.

Extend the ends of the multi-duct conduit such that upon completion of the installation, the ducts will extend a minimum of 2" above concrete services and 4" above crushed stone bases.

7.4.8 Conduit Placement – Splicing of the Conduit

Splice or join sections of conduit(s) using the manufacturer's recommended splice kits. Upon approval, a pull box may be installed at locations where splicing the coupling of the conduit is necessary due to problems encountered with the installation. Use of mechanical couplings may be approved by the Owner on a project basis depending upon project requirements.

7.4.9 Conduit Placement – Duct Plugs and Mechanical Ceiling Devices

Following the installation of conduit where the communications cable is not immediately installed, use a duct plug to seal the ends of the conduit. Secure the pull line to the duct plug in such a manner that it will not interfere with installation of the duct plug and provide a watertight seal.

7.4.10 List of Items for OSP Conduit – Underground

The items and services listed below are not an all-inclusive list. Furnish and install the following items as required:

- Conduit – 2" placed at 24", machine trenched, per foot.

- Conduit – 2" placed at 36", machine trenched, per foot.

- Conduit – 2" placed at 24", hand trenched, per foot.

- Conduit – 2" placed 3", hand trenched, per foot.

- Conduit – 2" extra pipe, per foot.

- Placement – 1.25", innerduct, corrugated, colored, per foot.

- Placement – 4W 1.25", HDPE colored, per foot.

- MaxCell Innerduct – placement – 3 cell for 2" and larger conduits.

- Include preinstalled color-coded pull tapes for identification, pre-lubricated.

- Placement – cable direct bury, plow, 30" placement, per foot.

- Placement – 2" HDPE, directional bore, per foot.

- Placement – 2" HDPE, directional bore, special conditions, per foot.

- Placement – 8" HDPE, directional or, underwater way <10001f, per foot.

- Placement – 2" RGS per foot.

- Placement – 4" RGS per foot.

- Placement – 2" fiberglass, bridge mount, per foot.

- Placement – 4" fiberglass, bridge mount, per foot.

- Detectable Tracer Wire, per foot.**

- Furnish and install a 14 GA tracer wire for placement in conduit.

- Detection – Detectable Marking Tape, per foot.

- Detection – jet line, per foot.

- ROW detection – ROW delineator marker post, orange, 6', per each.

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Cable Route Markers

Furnish and install delineators that are tubular and designed and constructed of Type III HDPE material. Provide delineator assemblies that are ultraviolet stabilized, to help prevent their components from color fading, warping, absorbing water, and deteriorating with prolonged exposure to the elements. Provide delineator posts that have a cap that is orange in color.

The delineator assemblies shall include the descriptive information "IRC-IS&T FIBER OPTIC CABLING, CALL BEFORE DIGGING, 772-226-4357" printed black on orange reflective background material that will not fade or deteriorate over time. The printed message shall be partially visible from all directions approaching the assembly.

7.5 FIBER OPTIC CABLING AND RELATED ITEMS

7.5.1 General Requirements

Furnish, install, splice, and test all fiber optic cable, fiber optic assemblies, patch cords, and all passive network infrastructures including, but is not limited to, splice trays and closures, patch panels, fan-outs, terminations, and fusion splices.

Furnish all tools, equipment, materials, supplies, and manufactured articles, and perform all operations and equipment integration necessary to provide a complete, fully operational passive fiber optic infrastructure.

The necessary equipment shall be the responsibility of the Contractor. Provide all labor and equipment necessary to move inventory and to transport it to the installation location. Install all items in accordance with the manufacturer's instructions or as directed by the Owner.

7.5.2 Fiber Optic Cable Specifications

The following table presents the optical requirements of the single mode and multimode fiber:

Parameters	Single Mode	Multi
Type	Step Index	Graded Index
Core Diameter	8.3 μm (Nominal)	50 μm
Cladding Diameter	125 μm	125 μm
Core to Cladding Offset	$\leq 0.8 \mu\text{m}$	$\leq 1.5 \mu\text{m}$
Coating Diameter (OSP)	245 μm	245 $\mu\text{m} \pm 5 \mu\text{m}$
Coating Diameter (IP)	900 $\mu\text{m} \pm 15 \mu\text{m}$	
Cladding – circularity	$\leq 0.7\%$	
Proof Tensile Test	100 kpsi (0.7 GN/m ²)	
Attenuation		
@850 nm (MM)	N/A	$\leq 3.5 \text{ dB/km}$
@1300 nm (MM)	N/A	$\leq 1.0 \text{ dB/km}$
@1310 nm (SM)	$\leq 0.4 \text{ dB/km}$	N/A
@1550 nm (SM)	$\leq 0.3 \text{ dB/km}$	N/A
Bandwidth		
@850 nm (MM)	N/A	200
@1300 nm (MM)	N/A	1000
Chromatic Dispersion		
Zero Dispersion	1301.5/1321.5 nm	
Wavelength Zero		
Dispersion Slope	0.089 ps/nm ² - km	
Maximum Dispersion	3.3 ps/(nm*km) for 1285–1330 nm <18ps/(nm*km) for 1550 nm	

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Parameters	Single Mode	Multi
Cut – Off Wavelength	1260 nm	
Numerical Aperture		
(EIA – 455 – 47)	NA	0.275

All optical fibers shall be proof tested by the fiber manufacturer at a minimum load of 100 kpsi. All optical fibers shall be 100% attenuation tested at the factory for compliance with performance specifications described herein. The attenuation data for each fiber shall be provided with each cable reel.

7.5.3 Fiber Optic Cable Outside Plant (OSP)

Provide outside plant cable (OSP) suitable for installation in an underground conduit environment including constant immersion in water for outdoor installations. The cable shall be provided and installed in continuous links. Fibers in the fiber optic cable shall be spliced and/or terminated as specified by the Owner project supervisor.

All optical glass shall be of the same manufacturer.

The cable shall be capable of withstanding a minimum–bending radius of ten (10) times its outer diameter during operation and twenty (20) times its outer diameter during installation, without changing the characteristics of the optical fibers.

All fibers are to be single mode unless specifically noted on plans by the Owner.

Unless specified otherwise, provide cable of water-blocked, loose tube construction with buffer tubes wrapped around a dielectric central strength member. All fiber(s) shall be contained within buffer tubes, and each buffer tube shall have an inside diameter much greater than the total diameter(s) of the fiber(s) it supports. The fiber optic cable shall have a reverse oscillation or planetary stranding structure.

The buffer tubes and all fibers shall be color coded in compliance with EIA/TIA – 598 "Color Coding of Fiber Optic Cables".

Jacket construction and configuration of the groups shall be such that they can easily be separated at splice points, permitting one set of fibers to be cut and spliced while the others remain continuous.

The jacket or sheath shall be marked with the manufacturer's name, date of manufacture, cable description, and sequential measurement markings at least every 3'. IRC-IS&T shall be marked on the jacket/sheath for agency identification.

Submit proposed cable designs for Owner approval prior to procurement and installation of cable plant if the cable is something other than what is normally used.

The cable shall have a water-block tape over the buffer tubes and throughout the remainder of the cable, to prevent entry of water.

Each fiber or group of fibers, shall be free-floating within the tubes such that all mechanically or environmentally induced stress placed upon the cable is decoupled from the fibers. The air within the buffer tubes shall be displaced with a gel to prevent entry by water and to facilitate free movement of the fiber(s) within.

The cable shall be capable of withstanding a pull tension of 2700 N (600 pounds) under load condition and 600 N (135 pounds) under static conditions and a crush resistance of 220 N/cm (length of cable), without changing the characteristics of the optical fibers. The outer jacket shall be UV and fungus resistant.

7.5.4 Cables Labeling

Cables shall be distinguishable from each other by labeling. Cable tags similar to Blackbox 32785 shall be attached to the cable at each pull box, pole attachment, or entry into a termination facility. The tag shall be marked as "IRC-IS&T, FIBER OPTICS, 772-226-4357". These tags will be provided by IS&T.

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7.5.5 Riser Cables up to 24 Fibers (Multimode OM3)

In cables with more than one (1) fiber, the fibers shall be stranded around a dielectric central member and surrounded by layered aramid yarns. The aramid yarns shall serve as the tensile strength member of the cable. A ripcord may be applied between the aramid yarns and the outer jacket to facilitate jacket removal. The outer jacket shall be extruded over the aramid yarns for physical and environmental protection.

7.5.6 Riser Cables with more than 24 Fibers (Multimode OM3)

The buffered fibers shall be grouped in twelve (12) fiber subunits. In each subunit, the individual fibers shall be stranded around a dielectric central member and surrounded by layered aramid yarns. A ripcord shall be incorporated in the subunit design to facilitate access to the individual fibers. The subunit jacket shall be extruded over the aramid yarns for additional physical and environmental protection. The subunits shall be stranded around a dielectric central member. A ripcord shall be inserted beneath the outer jacket to facilitate jacket removal. The outer jacket shall be extruded around the units for physical and environmental protection.

7.5.7 Non-Plenum Applications

The storage temperature range for the cable on the original shipping reel shall be -400°C to +700°C. The installation/operating temperature range for riser cables shall be -200°C to +700°C. Testing shall be in accordance with FOTP-3.

7.5.8 Plenum Cables up to 24 Fibers (Multimode OM3)

The fibers may be stranded around a dielectric central member and surrounded by layered aramid yarns. The aramid yarns shall serve as the tensile strength member of the cable. A ripcord shall be applied between the aramid yarns and the outer jacket to facilitate jacket removal. The outer jacket shall be extruded over the aramid yarns for physical and environmental protection.

7.5.9 Plenum Applications

The storage temperature range for the cable on the original shipping reel shall be -400°C to +700°C. The installation/operating temperature range for plenum cables shall be -200°C to +700°C. Testing shall be in accordance with FOTP-3.

7.5.10 List of Items for Fiber Optics Cabling

The items and services listed below are not an all-inclusive list. Furnish, install, splice, and test all fiber optic cable, fiber optic assemblies, patch cords, and all passive network infrastructures including, but not limited to, splice trays and closures, patch panels, fan-outs, terminations, and fusion splices. The fiber-optic cables listed below shall conform to the specifications in section 7.5.2.

- a) 12 fiber, SM, loose – tube construction (aerial placement or underground placement)
- b) 24 fiber, SM, loose – tube construction (aerial placement or underground placement)
- c) 48 fiber, SM, loose – tube construction (aerial placement or underground placement)
- d) 72 fiber, SM, loose – tube construction (aerial placement or underground placement)
- e) 96 fiber, SM, loose – tube construction (aerial placement or underground placement)
- f) 144 fiber, SM, loose – tube construction (aerial placement or underground placement)
- g) 24 fiber, SM, all dielectric self-supporting construction (aerial placement)
- h) 48 fiber, SM, all dielectric self-supporting construction (aerial placement)
- i) 96 fiber, SM, all dielectric self-supporting construction (aerial placement)
- j) 144 fiber, SM, all dielectric self-supporting construction (aerial placement)
- k) 24 fiber, SM, riser rated construction
- l) 48 fiber, SM, riser rated construction
- m) 96 fiber, SM, riser rated construction

- n) 12 fiber, SM, plenum construction
- o) 24 fiber, SM, plenum construction
- p) 48 fiber, SM, plenum construction
- q) 96 fiber, SM, plenum construction
- r) 12 fiber, MM, plenum rated, tight buffer
- s) 24 fiber, MM, plenum rated, tight buffer
- t) 12 fiber, MM, plenum rated construction
- u) 24 fiber, MM, plenum rated construction

7.6 Cable Pulling

Before starting any construction, all of the Contractor's personnel (including subcontractors) shall be thoroughly familiar with and shall comply with Occupational Safety and Hazard Act (OSHA) regulations, FDOT safety practices and policies, and the Florida State "One-Call" System requirements.

Perform the cable pulling operation in such a manner that the minimum-bending radius of the cable shall not be exceeded in the unreeling and pulling operations. Use entry guide chutes to guide the cable into the pull-box conduit ports. Utilize lubricating compound to minimize cable-to-conduit friction. Lubricating compound shall be a water-based compound specifically produced for fiber optic cable lubrication. Lubricants such as dish soap and other substitutes are not allowed.

Corner rollers (wheels), if used, shall not have radii less than the minimum installation bend radius of the cable. A series array of smaller wheels can be used for accomplishing the bend, if the cable manufacturer specifically approves the array. Continuously measure the cable pulling tension; the pulling process shall not be allowed to exceed the maximum tension specified by the manufacturer of the cable. Fuse links and breaks shall be used to insure during the pulling process the cable will not be subjected to pulling stresses exceeding exceed 2700 N (600 lbs.).

When simultaneously pulling fiber optic cable with other cables, separate grooved rollers shall be used for each cable.

The Contractor is permitted to use air-assisted blowing for the fiber optic cable installation within the conduit. Air-assisted blowing may consist of either the high air speed blowing (HASB) method or the piston method.

While using the HASB method, the volume of air passing through the conduit shall not exceed 600 cfm or the air pressure stipulated by the conduit manufacturer. In using the piston method, the volume of air passing through the conduit shall not exceed 300 cfm or the conduit manufacturer's recommended air volume, whichever is more restrictive.

The Contractor shall insure that the fiber optic cable procured for this project, is flexible and approved by the cable manufacturer for air-assisted blowing installation methods. The Contractor shall also be responsible for ensuring that the type of conduit procured for this project, does not have physical characteristics that would disrupt the flow of air needed for proper cable installation (e.g. circumferential ribs or corrugations).

The conduit shall be able to hold up to 100 Psi of air without leaks. Conduit splices are critical and shall not reduce the interior diameter of the conduit. Aluminum couplers, suitable for air-assisted blowing of fiber optic cable, shall be used for both HASB and piston method cable installations.

A factory furnished lubrication, especially engineered for blowing methods of cable installation, shall be used, and regular cable-pulling lubricants shall not be permitted for air-assisted blowing installation methods.

Fiber optic simplex duct plugs used with air-assisted blowing installations, shall require seals sized to the cable in order to prevent leakage from the pressure chamber around the entering cable.

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General field procedures for air-assisted blowing installations of fiber optic cable shall be as follows:

1. Ensure that the conduit system is properly installed with pressure-tight conduit splices. Test the conduit system prior to cable installation by sealing one end of the conduit and pressurizing the conduit using a sealed blowing machine. The conduit should not lose air pressure at any significant rate as determined by the Owner.
2. If using the HASB method, cap the front end of the cable to prevent it from hanging up in the conduit. Use air seals that fit properly around the outside diameter of the cable being installed.
3. Clean, dry, and establish the airtight integrity of the conduit, by blowing a hard mandrel through the conduit to establish that the conduit is not crushed. Blow a tight-fitting foam carrier through the conduit at high pressure. The foam carrier should travel through at approximately 100 fps in a clean conduit. If excess water or dirt comes from the conduit, repeat the process. At the Owner's discretion, dry the conduit with dry airflow prior to cable installation.
4. For the HASB method, inject the recommended amount of lubricant, and spread it by blowing another foam carrier through. For the piston method, inject the majority of the lubricant in front of the missile with some lubricant placed behind it.
5. Connect the blowing machine to the conduit. For HASB machines, hand feed approximately 100' of cable into the duct prior to closing and sealing the cable and air chamber on the blowing machine. For piston machines, attach the piston to the cable and insert the piston into the duct. For both installation methods, follow the machine manufacturer's instructions for all operations.
6. Check all pneumatic and hydraulic hook-ups prior to increasing the air pressure.
7. Keep cable ends sealed at all times during installation, using an approved cable endcap. Do not use tape to seal the cable end. The cable end shall remain sealed until termination takes place.
8. Install fiber optic cable such that the optical characteristics are not degraded in any manner. Provide adequately trained personnel for the installation of the cable and for the fusion splicing. Test all fiber links.
9. Provide sufficient slack for proper termination in the cabinet communications compartment for all cables that are not immediately terminated.

Throughout the cable plant, pull and store excess cable slack at each pull box, splice box, hub, and each TMC or TOC. The following lengths of slack cable are minimums:

- | | |
|---------------------------|---------------------------------------|
| a) Small fiber pull box | 50 ft. |
| b) Large fiber pull box | 200 ft. |
| c) Fiber splice box | 200 ft. |
| d) Bridge barrier wall | 20 ft. |
| e) Device cabinet | 20 ft. |
| • Hub Building (Inside) | 100 ft. |
| • TMC (OSP Entrance) | 100 ft. Maximum |
| f) Equipment/Control Room | 50 ft. Slack at FO Distribution Panel |

-OR- AS SPECIFIED BY THE COUNTY PROJECT SUPERVISOR

Provide proper storage of slack cable – both long term and short term. Do not leave slack cable lying free on the ground, bottom of a pull box, or floor of a device cabinet, hub building, or RTMC, except during the actual pulling process.

7.7 Optical Splicing and Termination Requirements

Utilize the fusion technique for all splices. Utilize fusion splicing equipment that has been cleaned, calibrated and specifically adjusted to the fiber and environmental conditions. Provide splice enclosures,

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organizers and incidentals, and cable and preparation tools and procedures, compatible with the cable type being delivered. Maximum allowable splice loss is .04db.

Each spliced fibers shall be packaged in a heat shrinkable splice protection sleeve with strength member. The protection sleeve shall cover the splice and have any bare fiber stripped of its coding.

The use of RTV or silicon is strictly prohibited.

7.7.1 Splice enclosures

Provide and install outdoor optical splice enclosures (3M 2178 or equivalent) capable of aerial, duct, or buried applications. The splice enclosure shall provide space enabling entry of fiber optic cable without exceeding the minimum bend radius of the cable. The splice enclosure shall be capable of through, branch, or mid-span type splice locations. Only one (1) cable per entry port shall be allowed. Furnish and install the splice closure with the correct number of entry ports as dictated by each fiber optic splice location.

The splice enclosure shall be designed to permit selective fiber splicing (looping of backbone cable in and out while only cutting the desired fibers). The splice enclosure shall allow splicing of all fibers in the cables being terminated. The enclosure shall be waterproof and re-enterable, and shall be designed to protect the buffer tubes in the splice trays.

The splice trays within the enclosure shall be capable of accommodating the required number of splices including storage and protection of slack fiber.

All pricing for fiber count splices as listed in Section 7.7.8, are to be inclusive of all necessary labor and materials needed to complete the job. This shall include, but is not limited to, labor, splice enclosures, trays, inserts, splice sleeves and all other hardware and consumables.

7.7.2 Interconnect centers

Furnish compact, modular interconnect centers (3M 8423 or equivalent) designed to mount (rack or wall) insight equipment cabinets. Design and size interconnect centers to accommodate all fibers entering equipment cabinets.

Provide splice trays that, protect, and organize optical fibers and that secure fibers inside the splice tray. Design and size splice trays that fit accordingly into a 19" rack or wall mount unit that accommodate all fibers entering the splice tray and that shall provide sufficient space to prevent micro-bending of optical fibers.

All terminated fiber shall be tested with an OTDR in the fashion described Section 7.2.5.

All fiber optic terminations of OSP fiber shall be done in the manner of fusion splicing on a factory polished pigtail. All pigtails, as well as port plates, shall utilize the ST standard unless otherwise called for. All pricing for the termination of the following counts of fiber shall to be inclusive of all labor and materials needed to complete the job. This shall include, but not limited to, labor, enclosure, port plates, splice trays, inserts, splice sleeves, and all other hardware and consumables.

7.7.3 Splice slack

A maintenance loop at each pull box or fiber optic splice box, shall be at least 50' of cable (or as specified by the Owner Project Supervisor); this slack cable shall be coiled and neatly placed in the splice box. This shall allow for future splices in the event of a damaged splice. Additionally, every effort shall be made to maintain a minimum of 10' of cable from each cable's entering the enclosure which shall be prepared and installed within the enclosure.

7.7.4 Splice loss

Individual splice loss shall not exceed .04 dB loss.

7.7.5 Installation slack

For all fiber runs, approximately 10% slack will be evenly distributed along the path for future emergency repairs or relocations. Aerial locations shall utilize "snow shoes" and underground shall utilize pull boxes.

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7.7.6 Optical termination requirements

ST fiber optic connectors are standard for use on each project and shall be utilized by function in the following manner or as specified by the Owner Project Supervisor. Utilize ST type fiber optic connectors at the field device level. ST connectors shall be comprised of a ceramic ferrule, nickel plated zinc, or composite connector body to accommodate a field bayonet connection.

Utilize factory pre-terminated assemblies that adhere to the applicable cable, cordage and fiber specifications of this document. All inside plant (IP) assemblies shall meet NEC jacketing requirements and shall have outer jacket coloration of yellow for single mode. No splices of any type are allowed within an assembly. Each assembly shall be individually packaged within a plastic bag, and that bag shall have the submitted manufacturers part number marked clearly on the outside of said bag. Each assembly shall be labeled as directed by the Owner.

7.7.7 Patch Cords and Pigtails

Utilize factory pre-terminated assemblies that adhere to the applicable cable, cordage and fiber specifications stated within this Technical Special Provision. All pigtails shall have a 3mm outer jacket unless otherwise noted. All pigtails shall use the same glass manufacturer and core diameter as the fiber it is being fusion spliced to. All IP assemblies shall meet NEC jacketing requirements for this project's application and shall have outer jacket coloration of yellow and aqua for multi-mode. The connector shall accommodate the fiber type and size associated with this project.

No splices of any type are allowed within an assembly. Each assembly shall be individually packaged within a plastic bag, with the submitted manufacturer's part number marked clearly on the outside. Each assembly shall be labeled as directed by the Owner.

Optical Termination Losses:

Connector Type	Installation	Max. Loss	Return Loss
ST/SC/LC Single Mode	Field	0.30dB	>.40dB
ST/SC/LC Single Mode	Factory	0.25dB	>.45dB

7.7.8 List of Items for Optical Splicing and Termination

The items and services listed below are not an all-inclusive list. Furnish, install, splice, and test all fiber optic cable, fiber optic assemblies, patch cords, and all passive network infrastructures including, but not limited to, splice trays and closures, patch panels, fan-outs, terminations, and fusion splices. The fiber-optic cables listed below must conform to the specifications in Section 7.5.2.

- a) 12 fiber, SM/MM, termination
- b) 24 fiber, SM/MM, termination
- c) 48 fiber, SM/MM, termination
- d) 72 fiber, SM/MM, termination
- e) 96 fiber, SM/MM, termination
- f) 144 fiber SM/MM, termination
- g) 12 fiber, SM/MM, splice
- h) 24 fiber, SM/MM, splice
- i) 48 fiber, SM/MM, splice
- j) 72 fiber, SM, splice
- k) 96 fiber, SM, splice
- l) 144 fiber, SM, splice
- m) 06 fiber, SM, buffer fan-out kit
- n) 12 fiber, SM, buffer fan-out kit
- o) FO Connector – ST type, MM, Unicam connector

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- p) FO Connector – ST type, SM, Unicam connector
- q) FO Closure – re-entry kit, cable preparation, up to 144 fiber, aerial or underground installation
- r) FO Splice – OTDR test any wavelength, one direction, bare fiber
- s) FO Closure – splice tray, fusion heat shrink, 12 fiber, 12" size
- t) FO Closure – splice tray, fusion heat shrink, 24 fiber, 12" size
- u) FO Splice – fusion splice, heat shrink <0.04 Db, OSP including detail as needed
- v) OSP Aerial – messenger table, 1/4", per foot
- w) OSP Aerial – remove messenger cable, 1/4", per foot
- x) OSP Aerial – pole attachment, loose tube, with J-hook concrete pole
- y) OSP Aerial – pole attachment, loose tube, with J-hook wood pole
- z) OSP Aerial – place pole riser, 2", RGS
- aa) OSP Aerial – place pre-stressed concrete pole, 35', utility
- bb) OSP Aerial – place pre-stressed concrete pole, 45', utility
- cc) OSP Aerial – place pre-stressed concrete pole, 70', utility
- dd) OSP Aerial – place down guy anchor, 6'

7.8. PULL BOXES

7.8.1 General Requirements

Furnish and install polymer concrete/fiberglass reinforced polymer pull boxes for fiber optic splicing, storing fiber optic cable, cable pull boxes, and noninvasive magnetic detection system appliances. Pull boxes shall be lightweight, high strength, resistance to sunlight, resistant to petrochemicals, unaffected by freeze/thaw cycles, straight sided, flush fit with sidewalk or grass, no grounding required, and be capable of anchor inserts to allow for mounting rail attachment. All fiber optic pull boxes shall be of one piece box construction. Approved fiber optic pull boxes for use in a fiber optic environment are as follows:

Fiber optic pull boxes shall be manufactured of a composite mixture of polymer and concrete, and reinforced by a heavy-weave fiberglass, creating a material compressive strength of no less than 110 Psi. Each fiber optic pull box shall have a minimum design rating of 20,800 pounds, over a 10" x 10" area and be designed and tested to temperatures of -50° F.

Supply fiber optic pull boxes with a heavy-duty cover having a minimum elastic design load of 20,800 pounds over a 10" x 10" area. All covers shall be produced to the AASHTO H-20 Cover Rating and meet a ASTM C857 load test of 20,800 pounds, performed as stated in AASHTO T280-87, "Standard Method of Testing For Concrete Pipe, Section, Or Tile", Section 5, and as referenced in ASTM C497. Supply a minimum of two (2) hex head bolts with washers to secure the cover to the fiber optic pull box. Any cover that has a length of above 39", shall be split or divided into two (2) equal lengths. Fiber optic pull box covers shall be embossed with "Fiber Optics" on the outside of the cover. fiber optic pull box covers shall have J-hook slots (1"W x 4"L). All pull box lids shall be embossed with "FIBER OPTICS".

7.8.2 Fiber Optic Pull Box Installation Process

Prepare the excavation a minimum 6"-12" deeper than the depth of the fiber optic pull box. Add a minimum 6" of crushed rock for drainage as required, to bring the top of the box to finished grade level.

Place fiber optic pull box in hole with top at grade level.

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While fiber optic pull box cover is in place, fill and compact soil to grade level. If grade level is raised later, the fiber optic pull box can be pulled up and bricked at the bottom with one (1) brick per side [a total of four (4)]. The cavity produced by this raising shall be eliminated by the addition of crushed rock.

7.8.3 Fiber Optic Pull Box Installation Conduit Entry

Install 22.5° to 45 ° conduit sweeps into the fiber optic pull box. Conduit ends shall align in the pull box so the fiber optic cable is subjected to no more than 75% of the maximum bending radius of the cable. Provide and install a reinforced concrete apron around the installed pull box.

7.8.4 Fiber Optic Splice Vault

The fiber optic splice vault shall be manhole type, concrete constructed, with a 1/4" x 36" diameter traffic steel cover (diamond plate) with intermediate beam supports. It shall have the dimensions of 48"H x 48"W x 48"D, and shall be an open bottom manhole with a concrete collar placed at grade 12" around the entire perimeter of vault 4" thick with reinforced steel mesh.

7.8.5 List of Items for Fiber Optic Pull Boxes

The items and services listed below are not an all-inclusive list. Furnish and install the following items as required:

- a) Pull Box – concrete, 4'H x 4'W x 4'D, with steel lid
- b) Pull Box – composite construction, 24"H x 36"W x 24"D, with composite lid
- c) Pull Box – composite construction, 24"H x 36"W x 24"D, traffic rated with composite lid
- d) Pull Box – composite construction, 17"H x 30"W x 12"D, with composite lid
- e) Pull Box – composite construction, 17"H x 30"W x 12"D, traffic rated with composite lid

7.9 OUTSIDE PLANT CABINETS

7.9.1 General Requirements

Install only Field Device Cabinets Type II (336S Special), Type III (332 Special), and Type VI (Hub Cabinet). This shall encompass all labor, equipment, materials required for pickup site delivery, validation, power hookup, and all required appurtenances for complete and operational cabinet. Cabinets shall provide an environmentally secure enclosure to house (ITS) Intelligent Traffic Systems field equipment, subsystems and systems, lighting and surge protection. The cabinet shall be designed for the explicit use of housing and protecting sensitive electronic equipment (Encoders, 10/100/1000 Ethernet switches, media converters, port/terminal service, fiber optics equipment, and other related components, etc.) within a controlled environment necessary for the proper operation of installed electronic equipment. The unit price for an installed detector cabinet shall consist of the furnishing and installation of a foundation, slab, electrical service and the transport and placement of the detector cabinet on said foundation and/or slab. The installed detector cabinet shall also include any ancillary equipment or incidental items, including mounting hardware, cabinet base, foundation, bridge pedestal base plate, and restoration of the surrounding ground to its original condition.

7.9.2 Field Device Cabinet Type II (336S Special)

Install field device cabinet that provides an environmentally secure enclosure to house ITS field device equipment, subsystems and systems, lighting and surge protection. The cabinet shall be designed for the explicit use of housing and protecting sensitive electronic equipment (Encoders, 10/100/1000 Ethernet switches, media converters, port/terminal servers, fiber optics equipment, and other related components, etc.) within a controlled environment necessary for the proper operation of installed electronic equipment.

The detector cabinet shall meet or exceed the following minimum requirements:

- a) Size: Outside dimensions shall be approximately 46"H x 24"W x 24"D;
- b) Lighting: The cabinet shall include door activated 20W cool white fluorescent lights;

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- c) Electrical Outlets: One duplex (GFI) receptacle shall be included with every cabinet;
- d) Equipment Racks: One 19" equipment rack, adjustable 4-post design with 5/8" - 5/8" – 1/2" spacing, with holes tapped for #12-24 screws. A rack-mounted drawer shall be included with the rack;
- e) Air Filtration: The cabinet shall contain a filtered air intake vent featuring re-usable, washable type filters;
- f) Power Distribution: The 30A main breaker provided in the cabinet shall distribute power to rack mounted equipment, lighting and outlets;
- g) Surge Protection:
 - 1. Primary surge suppression shall consist of a wall or flush mounted unit with 12 AWG terminals with a maximum 80kA (8/20 μ s), protecting lines L-N, L-G, L-L, and N-G. The unit shall meet the following environmental requirements: ambient temperatures of -40°F to 185°F (-40°C to 85°C working) and 95% RH (non-condensing). Dimensions shall be 4.5" x 2.9" x 2.3".
 - 2. A nine-outlet (seven switched, two un-switched) rack mounted surge suppressor unit shall be installed. The maximum surge current shall be 84kA with a load current of 15A or 20A, at a working voltage of 120V 50/60Hz.
 - 3. A 19" DIN Rail kit assembly shall be installed and have enough space for 32 modular surge suppressor devices (RJ11, RJ45, or BNC connector type) attached, meeting the following criteria: ambient temperature of -40°F to 185°F (-20°C to 85°C working) and 95% RH (non-condensing). Dimensions shall be 5.04"H x .99"W x 2.25"D.
- h) Common Grounding System: A floor mounted 12-position ground bar shall be provided with the cabinet.
- i) Cabinet Construction:
 - 1. The cabinet shall contain R-4 insulation to control the effect of environmental conditions.
 - 2. Cabinet shall be of 1/8", 5052 Aluminum construction with white powder coat finish to eliminate rusting.
 - 3. Doors shall have NEMA 3R rated with neoprene gasketing, for maximum equipment protection, and shall have heavy-duty 3-point hardware on all doors.
 - 4. All hinges shall be 1/8" aluminum with a stainless steel piano hinge, or continuous door length stainless steel hinges.

7.9.3 Field Device Cabinet Type III (332 Special)

Install field device cabinet that provides an environmentally secure enclosure to house ITS field device equipment, subsystems and systems, lighting and surge protection. The cabinet shall be designed for the explicit use of housing and protecting sensitive electronic equipment (Encoders, 10/100/1000 Ethernet switches, media converters, port/terminal servers, fiber optics equipment, and other related components, etc.) within a controlled environment necessary for the proper operation of installed electronic equipment.

The detector cabinet shall meet or exceed the following minimum requirements:

- a) Size: Outside dimensions shall be approximately 66"H x 24"W x 30"D;
- b) Lighting: The cabinet shall include door activated 20W cool white fluorescent lights;
- c) Electrical Outlets: One duplex (GFI) receptacle shall be included with every cabinet;
- d) Equipment Racks: One 19" equipment rack, adjustable 4-post design, with 5/8" - 5/8" – 1/2" spacing with holes tapped for #12-24 screws, a rack-mounted drawer shall be included with the rack;
- e) Air Filtration: The cabinet shall contain a filtered air intake vent featuring re-usable, washable type filters;
- f) Power Distribution: The 30A main breaker provided in the cabinet shall distribute power to rack mounted equipment, lighting, and outlets;

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- g) Surge Protection:
 - 1. Primary surge suppression shall consist of a wall or flush mounted unit with 12 AWG terminals with a maximum 80kA (8/20 μ s), protecting lines L-N, L-G, L-L, and N-G. The unit shall meet the following environmental requirements: ambient temperatures of -40°F to 185°F (-40°C to 85°C working) and 95% RH (non-condensing). Dimensions shall be 4.5"H x 2.9"W x 2.3"D.
 - 2. A nine-outlet (seven switched, two un-switched) rack mounted surge suppressor unit shall be installed. The maximum surge current shall be 84kA with a load current of 15A or 20A, at a working voltage of 120V 50/60Hz.
 - 3. A 19" DIN Rail kit assembly shall be installed and have enough space for 32 modular surge suppressor devices (RJ11, RJ45, or BNC connector type) attached, meeting the following criteria: ambient temperature of -40°F to 185°F (-20°C to 85°C working) and 95% RH (non-condensing). Dimensions shall be 5.04"H x .99"W x 2.25"D.
- h) Common Grounding System: A floor mounted, 12-position ground bar, is to be provided with the cabinet;
- i) Cabinet Construction:
 - 1. The cabinet shall contain R-4 insulation to control the effect of environmental conditions.
 - 2. Cabinet shall be of 1/8", 5052 Aluminum construction with white powder coat finish to eliminate rusting.
 - 3. Doors shall have NEMA 3R rated with neoprene gasketing for maximum equipment protection and shall have heavy-duty 3-point hardware on all doors.
 - 4. All hinges shall be 1/8" aluminum with a stainless steel piano hinge, or continuous door length stainless steel hinges.

7.9.4 Hub Cabinet Type IV (Model 336S Special)

Install cabinet that provides an environmentally secure enclosure to house ITS field device equipment, subsystems and systems, lighting and surge protection. The cabinet shall be designed for the explicit use of housing and protecting sensitive electronic equipment (Encoders, 10/100/1000 Ethernet switches, media converters, port/terminal servers, fiber optics equipment, and other related components, etc.) within a controlled environment necessary for the proper operation of installed electronic equipment.

The cabinet shall meet or exceed the following minimum requirements:

- a) Size: Outside dimensions shall be approximately 48"H x 24"W x 24"D;
- b) Cabinet Configuration: The cabinet is a single door cabinet with one (1) NEMA 4 rated internal cabinet mounted to the interior of the outer cabinet;
- c) Lighting: The cabinet shall include door activated 20W cool white fluorescent lights;
- d) Electrical Outlets: One (1) duplex (GFI) receptacle shall be included with every cabinet;
- e) Equipment Racks: One (1) 19" equipment rack, adjustable 4-post design, with 5/8" - 5/8" - 1/2" spacing with holes tapped for #12-24 screws, a rack-mounted drawer with tabletop shall be included with the rack. Cable management guides shall be included with the rack and shall be constructed of an 18-gauge steel base plate with hook and loop fasteners. Four (4), two (2) front, two (2) rear 19" horizontal cable management guides and four (4), two (2) front, two (2) rear vertical cable management guides that shall run the vertical length of the rack;
- f) Air Handling / Filtration: The cabinet shall contain two (2) thermostatically controlled fans, 100 cfm rated. The cabinet shall contain a filtered air intake vent featuring re-usable, washable type filters;
- g) Power Distribution: The cabinet shall contain one 480/120 Volt transformer (Dry Type, 10KVA). A 30A main breaker shall be provided in the cabinet and shall distribute power to equipment, lighting, and outlets. The transformer and main breaker shall be mounted inside the outer cabinet;

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- h) UPS: The cabinet shall contain one managed uninterruptible power supply. The UPS shall be 19" rack mounted. The UPS shall be 120V input/120V output. Output power capacity shall be 1400VA/1050Watts. The unit shall have a serial interface port for management. The unit shall be no more than 3U high;
- i) Surge Protection: Primary surge suppression shall consist of a wall or flush mounted unit with 12 AWG terminals with a maximum 80kA (8/20s), protecting lines L-N, L-G, L-L, and N-G. The unit shall meet the following environmental requirements;
 - 1. Ambient temperatures of -40°F to 185°F (-40°C to 85°C working) and 95% RH (non-condensing). Dimensions shall be 4.5"H x 2.9"W x 2.3"D;
 - 2. A nine-outlet (seven switched, two un-switched) rack mounted surge suppressor unit shall be installed. The maximum surge current shall be 84kA with a load current of 15A or 20A at a working voltage of 120V 50/60Hz;
 - 3. A 19" DIN rail kit assembly shall be installed and have enough space for 32 modular surge suppressor devices (RJ11, RJ45, or BNC connector type) attached, meeting the following criteria: ambient temperature of -40°F to 185°F (-20°C to 85°C working) and 95% RH (non-condensing). Dimensions shall be 5.04"H x .99"W x 2.25"D
- j) Common Grounding System: A floor mounted 12-position ground bar is to be provided with the cabinet.

7.9.5 Outer Cabinet Construction

The cabinet shall contain R-4 insulation to control the effect of environmental conditions. Cabinet shall be of 1/8", 5052 Aluminum construction with white powder coat finish to eliminate rusting. Outer door shall have NEMA 3R rated with neoprene gasketing for maximum equipment protection and shall have heavy-duty 3-point hardware. All hinges shall be 1/8" aluminum with a stainless steel piano hinge, or continuous door length stainless steel hinges.

7.9.6 Inner Cabinet (NEMA 4) Construction

The cabinet shall be a NEMA 4 rated cabinet with approximate dimensions of 20"W x 24"H x 12"D. The cabinet shall be constructed of 16-gauge stainless steel or other non-corrosive material. The cabinet shall contain one 12-gauge mounting plate with 10"-32" x 2" treaded hole pattern mounted to the rear of the cabinet. The cabinet shall contain one heat sink mounted to the outside rear of the inner cabinet tangent to the mounting plate.

7.9.7 Device Cabinet Base

Install device cabinet base that provides an environmentally secure enclosure to house fiber optic splice closure, fiber optic drop cable slack, data cable slack, and power cable slack. The base shall be specifically fabricated to accommodate the detector cabinet as specified within this Section A268. Neoprene gasketing shall be supplied by the device cabinet base vendor that shall be applied by the installation contractor between the base and the detector cabinet. The device cabinet base shall meet or exceed the following minimum requirements:

- a) Outside dimensions shall be approximately 16"H x 40"W x 24"D or 16"H x 24"W x 24"D;
- b) Shall be fabricated from 1/8" aluminum;
- c) Shall have an epoxy powder coating;
- d) Shall have a front access panel with captive stainless steel screws;
- e) Shall have an open top and open bottom, each with a 2" lip for mounting and/or attachment of the detector cabinet;
- f) Shall have a conduit mounting plate of same size (width and depth), made of 1/4" stainless steel 316.
- g) All screws and hardware shall be stainless steel.

7.9.8 Base Plate

All bridge pedestals shall have the existing open cable raceways sealed. These raceways shall be sealed by way of 1/4" stainless steel plates, anchored over the raceway by way of epoxy anchor drilled into the

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pedestal at a minimum depth of 11/4". There shall be two sizes of base plates, 18" x 12" and 10" x 10". The Contractor shall install the engineer's system manager supplied base plates where noted and/or depicted within the plan set.

7.9.9 Hub Cabinet Type VI (Master Hub Cabinet)

Install a master hub cabinet that provides an environmentally cooled enclosure facility required for the sensitive network equipment to be furnished on this project. The cabinet shall be designed for the explicit use of housing sensitive electronic equipment (e.g., gigabit ethernet switches, 10/100 ethernet switches, media converters, port/terminal servers, fiber optics equipment, and other related components, etc.) within a controlled atmosphere required for the proper operating conditions for installed equipment and shall be furnished by the system manager.

The master hub cabinet shall meet or exceed the following minimum requirements:

- a) Size: Dimensions shall be approximately 104"H x 108"W x 77"D;
- b) AC Unit/Cooling Unit: The cabinet shall have an AC unit/cooling unit(s) with a minimum total cooling capacity of 20,000 BTUs. The AC unit/cooling unit(s) shall be designed specifically for outdoor electronic enclosures and shall be designed for a fully-gasketed, leak-proof installation in accordance with the NEMA 4/4X enclosure rating. Refrigerant shall be CFC-free;
- c) Lighting: The cabinet shall include a switch controlled fluorescent light fixture providing adequate work lighting throughout the cabinet;
- d) Electrical Outlets: Two (2) separate duplex (GFCI) wall electrical outlets for test/maintenance equipment shall be provided. Two (2) separate standard duplex outlets shall be supplied for equipment power;
- e) Equipment Racks: Two (2) 19" EIA equipment racks with two (2) vertical and four (4) horizontal cable management panels per rack, placed as specified within the plan set;
- f) Ladder Racks: Ladder rack cable management system as depicted within the plan set shall be provided;
- g) Power Distribution: The cabinet shall provide for power distribution to all installed equipment racks, lighting and the air conditioning unit shall be provided;
- h) Lightning Protection System: Provide for lightning protection for the overall, integrated structure, including each metallic (copper) conductor penetrating the cabinet;
- i) Common Grounding System: A cabinet grounding system shall be provided;
- j) Cabinet Monitoring System: A cabinet monitoring system shall be provided to continuously monitor and report local conditions (temperature, humidity, smoke, and door alarm).

7.9.10 Construction

Construct a flat, level, concrete base, meeting the requirements for Class 1, non-stressed concrete and shall be accepted according to Section 347 of the FDOT Standard Specifications, and the latest supplements. The minimum final grade shall be set at nominal 8" above the surrounding grade to ensure that water drains away from the cabinet. Restore surrounding surfaces to their original condition.

7.9.11 Method of Measurement

The Detector Cabinet Type II, Detector Cabinet III, and Detector Cabinet VI shall be measured for payment at each site as installed. Detector Cabinet IV and its corresponding base (A268-4.1) shall be paid as each is installed. The Detector cabinet base installed shall be an appurtenance of the Type IV Detector Cabinet. The unit price for each master hub cabinet installed shall include all labor, equipment, foundations, mounting hardware, and miscellaneous material necessary for a complete and acceptable installation. The engineer's system manager will supply the cabinet assemblies as specified in the contract.

7.9.12 List of Items for Outside Plant Cabinets

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Communications Cabinet – 35"H x 24"W x 22"D, with concrete base
Communications Cabinet – 51.25"H x 20"W x 18"D, with concrete base
Communications Cabinet – 37"H x 20"W x 17"D, with concrete base
Device Cabinet Type 332 - 66"H x 24"W x 30"D, with concrete base

7.10 County Specification 852 – NexusWorx Fiber Documentation

7.10.1 Description: The requirements contained herein address the technical data entry of OSP and ISP fiber optic systems documentation records updates, into the Indian River County BOCC – NexusWorx Portal Fiber Optic Documentation Application. The data / information being entered into the IRC NexusWorx Portal application is U.S. Homeland Security sensitive information, and will not be shared or discussed with other organizations or persons without the written authorization of Indian River County BOCC and the County Attorney's Office.

7.10.2 General Requirements: Furnish labor only in either hourly or lump sum units, as listed below to cover fiber optic systems documentation update work as requested by the Owner. This will include but not be limited to entering technical information / detailed data provided by the Owner such as fiber optic as-built diagrams, fiber optic splice plans, technical drawings, MS Visio application drawings, etc... into the NexusWorx application portal site for update of IRC NexusWorx fiber documentation system. This technical documentation work will include additions to the IRC / IRC Fiber Consortium fiber optic network grid, modifications / changes that were made in the field by IRC fiber contractors, changes that were made by IRC Telecommunications department personnel. The data entry tasks include corrections or updates to existing data fields.

Data entry will involve updates and additions required to document individual fiber optic strand connections contained within each fiber optic cable, in the IRC / IRC Fiber Consortium fiber optic network grid. General data entry component groups in the NexusWorx portal application include, but are not limited to: Fiber Optic Cable Route, Fiber Optic Conduit, Fiber Cable Cabinet Site, Fiber Cable Splice Site, Fiber Cable Pull-box Site, Fiber Connectivity, GPS Location Coordinates Data Entry, and Fiber Access Points.

The labor classifications listed below will be in-house staff to your firm. Sub-Contracting or Assignment of this IRC fiber bid group is not allowed, due to U.S. Homeland Security concerns. The description of work that might be performed by someone in the following labor categories is typical. The technical educational and experience level is suggested and not necessarily required.

7.10.3 Fiber Optic Data Entry Technician: The individual in this position will interact directly with the Owner, and no one else, on any issues or questions which may arise, without making assumptions on the data entry, or format being applied. Direction of all information / data to be entered into the NexusWorx Portal application will be taken from the Owner.

a) **Duties:** The duties of this individual include, but are not limited to the following:

- ✓ Review plans and specifications with Owner prior to update of NexusWorx data entry related to an IRC / IRC Fiber Consortium fiber project
- ✓ Accurate and timely information / data entry into the NexusWorx Portal application. The Owner will provide application login credentials to all NexusWorx Editor Access level personnel. NexusWorx Portal login passwords and/or application login credentials are assigned to a specific Fiber Optic Data Entry Technician only, and may not be shared or divulged to other unauthorized persons.
- ✓ Report any /all information data entry problems to the Owner in a timely manner
- ✓ Update the Owner with project status each day so scheduling can be adjusted based on progress
- ✓ Must have a clear understanding of fiber optic networks and fiber network documentation systems, covering aerial, underground, and inside plant environments. Must be capable of reading and

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comprehending project plans & specifications, with the ability to apply this understanding to enter the technical information / data, effectively and accurately into the NexusWorx Portal application

- e) **Troubleshooting:** Must be able to determine why the NexusWorx portal system is not accepting information updates or generating data entry errors, and notify the Owner of a problem that cannot be quickly corrected by the technician.
- f) **Knowledge, Abilities, and Skills:** Proficiency in applying best practices for industry standard OSP & ISP fiber optic documentation systems and understanding how fiber optic systems cabling and individual fiber optic strands are visually represented and inter-connected in the fiber optic documentation environment.
- g) **Technical Education and Experience:** Two years of technical experience, or an equivalent combination of training and experience is preferred.
- h) **Licenses and Certifications:** Possession of a valid Florida Commercial Driver's License, Class B. FBI / CJIS level 2 Certification is highly recommended. Successful completion of NexusWorx End User Training / Certification Course provided by Byers Engineering Inc. is a prerequisite for the Fiber Optic Data Entry Technician. A copy of the NexusWorx End User Training course completion certificate must be provided to the Owner before access to the IRC NexusWorx Portal will be provided. All costs associated with registration, travel, and successful completion of the NexusWorx End User Training / Certification course will be completely at the bidder's/Contractor's expense. Below is a brief description on the NexusWorx End User Training course. Course costs will vary, depending on Byers Engineering Inc. Training Course specifications.

Byers Engineering has provided the following pricing for **NexusWorx End User training**: \$4,200 (3 day course) – This covers the cost for standard 3 day training course for NexusWorx Editor Level. If training needs to be broken up into non-sequential sessions, the first day cost is \$1,750. Each additional sequential day is \$1,200. The training course will be conducted either by remote access or on-site at a location provided by the customer with internet connection and space adequate to support the attending trainees all with their own laptops or Windows PC's with internet access. Training for NexusWorx Application Editors is limited to one plus the number of NexusWorx Application subscriptions purchased. A total class size is limited to no more than 7 trainees for any class.

7.10.4 Basis of Payment: Price and payment will be full compensation for all work specified in this section.

Payment will be made under:

Item No. 852-3 Labor – Fiber Optic Data Entry Technician, (per Hour)

End of Technical Specifications

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Bid Form

Annual Bid for Fiber Optic Engineering, Design, Material, Supplies and Installation

Bid #: 2023056

Bid Opening Date and Time: July 25, 2023 2:00 P.M.

Bid Opening Location: Purchasing Division
1800 27th Street
Vero Beach, FL 32960

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

In accordance with all terms, conditions, specifications, and requirements, the bidder offers the following
(Bidders are not required to bid on all groups, but are required to bid on all items within each group they choose to bid on):

Item Code	Group 1 Technical Labor	Per	Unit Price
GR-1-1	Engineering Florida PE Services	HR	\$
GR-1-2	BICSI Registered Communications Distribution Designer	HR	\$
GR-1-3	CADD Operator	HR	\$
GR-1-4	Clerical Support Services	HR	\$
GR-1-5	OSP GPS Survey	MILE	\$
GR-1-6	OSP GIS Technician	MILE	\$
GR-1-7	OSP ROW Strand Mapping	MILE	\$
GR-1-8	OSP ROW Design and Permitting	MILE	\$
GR-1-9	Commercial Cable-Electronics Technician (Onsite)	HR	\$
GR-1-10	Commercial Cable Installer (Onsite)	HR	\$
GR-1-11	Commercial Duct Installer (Onsite)	HR	\$

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Bidder Name: _____

Group 2			
OSP Construction Conduit, Pull and Junction Boxes		Per	Unit Price
GR-2-1	Conduit, 2" PVC @ 24", Machine Trench (F&I)	LF	\$
GR-2-2	Conduit, 2" PVC @ 36" Machine Trench (F&I)	LF	\$
GR-2-3	Conduit, 2" PVC @ 24", Hand Trench (F&I)	LF	\$
GR-2-4	Conduit, 2" PVC @ 36", Hand Trench (F&I)	LF	\$
GR-2-5	Conduit, 2" PVC, Extra Pipe (F&I)	LF	\$
GR-2-6	Innerduct, 1 1/4" Corrugated, Colored (F&I)	LF	\$
GR-2-7	Conduit Plowing 4W 1 1/4" HDPE, Colored (F&I)	LF	\$
GR-2-8	MaxCell Placement in existing 2" Conduit - 2" - 3 Cell (F&I)	LF	\$
GR-2-9	MaxCell Placement in existing 3" Conduit - 3" - 3 Cell (F&I)	LF	\$
GR-2-10	MaxCell Placement in existing 4" Conduit - 4" - 3 Cell (F&I)	LF	\$
GR-2-11	Cable Direct Bury, Hand Dig @ 18" (I Only)	LF	\$
GR-2-12	Cable Direct Bury, Plow @ 30" (I Only)	LF	\$
GR-2-13	Directional Bore, 2" HDPE (F&I)	LF	\$
GR-2-14	Directional Bore, 2" HDPE, Special Conditions (F&I)	LF	\$
GR-2-15	Directional Bore, 8" Under Waterway <1,000 lf (F&I)	LF	\$
GR-2-16	Conduit, 2" GRS, (F&I)	LF	\$
GR-2-17	Conduit, 4" GRS, (F&I)	LF	\$
GR-2-18	Conduit, 2" Fiberglass Bridge Mount (F&I)	LF	\$
GR-2-19	Conduit, 4" Fiberglass Bridge Mount (F&I)	LF	\$
GR-2-21	Detectable Tracer Wire (F&I)	LF	\$
GR-2-22	Detectable Marking Tape (F&I)	LF	\$
GR-2-23	Jet Line (F&I)	LF	\$
GR-2-24	ROW Delineator Marker Post Orange 6' (F&I)	EA	\$
GR-2-25	Cable Route Markers - Tubular, Type III HDPE	EA	\$
Pull Boxes and Junction Boxes			
GR-2-26	Manhole, Concrete 4'x4'x4' Steel Lid (F&I)	EA	\$
GR-2-27	Handhole, Composite 24"x36"x24" W/ Lid (F&I)	EA	\$
GR-2-28	Handhole, Composite 24"x36"x24" W/ Lid Traffic Rated (F&I)	EA	\$
GR-2-29	Pullboxes, Composite 17"x30"x12" W/ Lid (F&I)	EA	\$
GR-2-30	Pullboxes, Composite 17"x30"x12" W/ Lid Traffic Rated (F&I)	EA	\$
GR-2-31	Pull Box Apron – for a 24" x 36" pull box measuring 12"W x 6"D (F&I)	EA	\$
Outside Plant Cabinets			
GR-2-32	Communications Cabinet – 35"H x 24"W x 22"D, with Concrete Base (Furnished and Installed)	EA	\$
GR-2-33	Communications Cabinet – 51.25"H x 20"W x 18"D, with Concrete Base (Furnished and Installed)	EA	\$
GR-2-34	Communications Cabinet – 37"H x 20"W x 17"D, with Concrete Base (Furnished and Installed)	EA	\$
GR-2-35	Device Cabinet Type 332 (66"H x 24"W x 30"D) (Furnished and Installed)	EA	\$
GR-2-36	FO Closure-Re-Entry Kit, Cable Preparation, up to 144 Fiber, Aerial or UG Installation (Furnished and Installed)	EA	\$

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Bidder Name: _____

Group 3 Fiber Optic Cable		Per	Unit Price
GR-3-1	FO Cable 12F, SM, LT, Aerial (F&I)	LF	\$
GR-3-2	FO Cable 24F, SM, LT, Aerial (F&I)	LF	\$
GR-3-3	FO Cable 48F, SM, LT, Aerial (F&I)	LF	\$
GR-3-4	FO Cable 96F, SM, LT, Aerial (F&I)	LF	\$
GR-3-5	FO Cable 144F, SM, LT, Aerial (F&I)	LF	\$
GR-3-6	FO Cable 12F, SM, ADSS, Aerial (F&I)	LF	\$
GR-3-7	FO Cable 24F, SM, ADSS, Aerial (F&I)	LF	\$
GR-3-8	FO Cable 48F, SM, ADSS, Aerial (F&I)	LF	\$
GR-3-9	FO Cable 96F, SM, ADSS, Aerial (F&I)	LF	\$
GR-3-10	FO Cable 144F, SM, ADSS, Aerial (F&I)	LF	\$
GR-3-11	FO Cable 12F, SM, LT, UG (F&I)	LF	\$
GR-3-12	FO Cable 24F, SM, LT, UG (F&I)	LF	\$
GR-3-13	FO Cable 48F, SM, LT, UG (F&I)	LF	\$
GR-3-14	FO Cable 96F, SM, LT, UG (F&I)	LF	\$
GR-3-15	FO Cable 144F, SM, LT, UG (F&I)	LF	\$
GR-3-16	FO Cable 12F, SM, Drop Cable (F&I)	LF	\$
GR-3-17	FO Cable 12F, MM, LT, UG (F&I)	LF	\$
GR-3-18	FO Cable 24F, MM, LT, UG (F&I)	LF	\$
GR-3-19	FO Cable 48F, MM, LT, UG (F&I)	LF	\$
GR-3-20	FO Cable 96F, MM, LT, UG (F&I)	LF	\$
GR-3-21	FO Cable 144F, MM, LT, UG (F&I)	LF	\$
Fiber Optic Cable - ISP		Per	Unit Price
GR-3-22	FO Cable 12F, SM, Riser (F&I)	LF	\$
GR-3-23	FO Cable 24F, SM, Riser (F&I)	LF	\$
GR-3-24	FO Cable 48F, SM, Riser (F&I)	LF	\$
GR-3-25	FO Cable 96F, SM, Riser (F&I)	LF	\$
GR-3-26	FO Cable 144F, SM, Riser (F&I)	LF	\$
GR-3-27	FO Cable 12F, SM, Plenum (F&I)	LF	\$
GR-3-28	FO Cable 24F, SM, Plenum (F&I)	LF	\$
GR-3-29	FO Cable 48F, SM, Plenum (F&I)	LF	\$
GR-3-30	FO Cable 96F, SM, Plenum (F&I)	LF	\$
GR-3-31	FO Cable 144F, SM, Plenum (F&I)	LF	\$
GR-3-32	FO Cable 12F, MM, Riser (F&I)	LF	\$
GR-3-33	FO Cable 24F, MM, Riser (F&I)	LF	\$
GR-3-34	FO Cable 48F, MM, Riser (F&I)	LF	\$
GR-3-35	FO Cable 96F, MM, Riser (F&I)	LF	\$
GR-3-36	FO Cable 144F, MM, Riser (F&I)	LF	\$
GR-3-37	FO Cable 12F, MM, Plenum (F&I)	LF	\$
GR-3-38	FO Cable 24F, MM, Plenum (F&I)	LF	\$
GR-3-39	FO Cable 48F, MM, Plenum (F&I)	LF	\$
GR-3-40	FO Cable 96F, MM, Plenum (F&I)	LF	\$
GR-3-41	FO Cable 144F, MM, Plenum (F&I)	LF	\$

EXHIBIT "B"

2023056 Annual Bid for Fiber - Rebid

Bidder Name: _____

Group 3, continued			
Fiber Optic Cable - Preterm Drops		Per	Unit Price
GR-3-42	FO Cable 6F, SM, Preterm ST, 150' W/Housing (F&I)	EA	\$
GR-3-43	FO Cable 12F, SM, Preterm ST, 150' W/Housing (F&I)	EA	\$
GR-3-44	FO Cable 6F, SM, Preterm ST, 150' W/Coupler (F&I)	EA	\$
GR-3-45	FO Cable 12F, SM, Preterm ST, 150' W/Coupler (F&I)	EA	\$
Fiber Optic Splicing Terminations - ISP		Per	Unit Price
GR-3-46	FO Splice-Term. Cabinet, 12F, Wall/Rack (F&I)	EA	\$
GR-3-47	FO Splice-Term. Cabinet, 12F, Wall/Rack (F only)	EA	\$
GR-3-48	FO Splice-Term. Cabinet, 24F Wall/Rack (F&I)	EA	\$
GR-3-49	FO Splice-Term. Cabinet, 24F Wall/Rack (F only)	EA	\$
GR-3-50	FO Splice-Term. Cabinet, 48F Wall/Rack (F&I)	EA	\$
GR-3-51	FO Splice-Term. Cabinet, 48F Wall/Rack (F only)	EA	\$
GR-3-52	FO Term. Housing, 96F Wall/Rack (F&I)	EA	\$
GR-3-53	FO Term. Housing, 96F Wall/Rack (F only)	EA	\$
GR-3-54	FO Splice Housing 48-144F (F&I)	EA	\$
GR-3-55	FO Splice Housing 48-144F (F only)	EA	\$
GR-3-56	FO Ter. Housing, 96F Wall/Rack (F&I)	EA	\$
GR-3-57	FO Ter. Housing, 96F Wall/Rack (F only)	EA	\$
GR-3-58	FO Cable Prep, Fanout Kit, Buffer 6F (F&I)	EA	\$
GR-3-59	FO Cable Prep, Fanout Kit, Buffer 6F (F only)	EA	\$
GR-3-60	FO Cable Prep, Fanout Kit, Buffer 12F (F&I)	EA	\$
GR-3-61	FO Cable Prep, Fanout Kit, Buffer 12F (F only)	EA	\$
GR-3-62	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F&I)	EA	\$
GR-3-63	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F only)	EA	\$
GR-3-64	FO Connector, ST, MM, Unicam (F&I)	EA	\$
GR-3-65	FO Connector, ST, MM, Unicam (F only)	EA	\$
GR-3-66	FO Connector, ST, SM, Unicam (F&I)	EA	\$
GR-3-67	FO Connector, ST, SM, Unicam (F only)	EA	\$
GR-3-68	FO Connector, SC, SM, Unicam (F&I)	EA	\$
GR-3-69	FO Connector, SC, SM, Unicam (F only)	EA	\$
GR-3-70	FO Jumper, Duplex ST-ST, SM, 10' (F Only)	EA	\$
GR-3-71	FO Jumper, Duplex ST-SC, SM, 10' (F Only)	EA	\$
GR-3-72	FO Jumper, Duplex ST-LC, SM, 10' (F Only)	EA	\$
GR-3-73	FO Jumper, Duplex ST-FC, SM, 10' (F Only)	EA	\$
GR-3-74	FO Jumper, Duplex SC-SC, SM, 10' (F Only)	EA	\$
GR-3-75	FO Jumper, Duplex SC-LC, SM, 10' (F Only)	EA	\$
GR-3-76	FO Jumper, Duplex ST-ST, MM, 10' (F Only)	EA	\$
GR-3-77	FO Jumper, Duplex SC-SC, MM, 10' (F Only)	EA	\$

EXHIBIT "B"

2023056 Annual Bid for Fiber - Rebid

Bidder Name: _____

Group 3 - Continued			
Fiber Optic Splicing Terminations - OSP		Per	Unit Price
GR-3-78	FO Splice Closure 12F, Aerial/UG (F&I)	EA	\$
GR-3-79	FO Splice Closure 12F, Aerial/UG (F only)	EA	\$
GR-3-80	FO Splice Closure 24F, Aerial/UG (F&I)	EA	\$
GR-3-81	FO Splice Closure 24F, Aerial/UG (F only)	EA	\$
GR-3-82	FO Splice Closure 48F, Aerial/UG (F&I)	EA	\$
GR-3-83	FO Splice Closure 48F, Aerial/UG (F only)	EA	\$
GR-3-84	FO Splice Closure 96F, Aerial/UG (F&I)	EA	\$
GR-3-85	FO Splice Closure 96F, Aerial/UG (F only)	EA	\$
GR-3-86	FO Closure Reentry Kit, Cable Prep (F&I)	EA	\$
GR-3-87	Splice Tray, Fusion Heatshrink, 12F, 12" (F&I)	EA	\$
GR-3-88	Splice Tray, Fusion Heatshrink, 12F, 12" (F only)	EA	\$
GR-3-89	Splice Tray, Fusion Heatshrink, 24F, 12" (F&I)	EA	\$
GR-3-90	Splice Tray, Fusion Heatshrink, 24F, 12" (F only)	EA	\$
GR-3-91	Fusion Splice Heat Shrink <.1db OSP includes pigtail as needed (F&I)	EA	\$
GR-3-92	OTDR Test Any Wavelength Bare Fiber FOSC (I only)	EA	\$
OSP Construction - Aerial		Per	Unit Price
GR-3-93	Messenger Cable 1/4" (F&I)	LF	\$
GR-3-94	Remove Messenger Cable 1/4" (I Only)	LF	\$
GR-3-95	Pole Attach Loose Tube W/J-Hook Concrete (F&I)	EA	\$
GR-3-96	Pole Attach Loose Tube W/J-Hook Wood (F&I)	EA	\$
GR-3-97	Place Pole Riser 2" GRS (F&I)	LF	\$
GR-3-98	Place Riser U-Guard To 20' (F&I)	LF	\$
GR-3-99	Place 2" Riser Sealing Bushing 1-3 Hole (F&I)	EA	\$
GR-3-100	Place 2" Riser Heatshrink (F&I)	EA	\$
GR-3-101	Wood Pole 45' Utility - For CCTV (F&I)	EA	\$
GR-3-102	Prestressed Conc Pole 70' Utility For CCTV (F&I)	EA	\$

EXHIBIT "B"

2023056 Annual Bid for Fiber - Rebid

Bidder Name: _____

Group 4 Multi-Pair Cables		Per	Unit Price
GR-4-1	Cat 6 Plenum Enhanced (avg 150) (F&I)	LF	\$
GR-4-2	Cat 6 Plenum Enhanced (avg 150) (F only)	LF	\$
GR-4-3	Cat 6 PVC Enhanced (avg 150) (F&I)	LF	\$
GR-4-4	Cat 6 PVC Enhanced (avg 150) (F only)	LF	\$
GR-4-5	Cat 5E 25 Pair PVC Plenum (F&I)	LF	\$
GR-4-6	Cat 5E 25 Pair PVC Riser (F&I)	LF	\$
GR-4-7	Cat 5E 25 Pair PE 89 OSP (F&I)	LF	\$
GR-4-8	Face Plate 1 Gang Surface or Flush (F&I)	EA	\$
GR-4-9	Face Plate 2 Gang Surface or Flush (F&I)	EA	\$
GR-4-10	Cat 6 Jacks RJ45 568A/B 1 Port Data (F&I)	EA	\$
GR-4-11	Cat 6 Jacks RJ45 568A/B 2 Port Data/Voice (F&I)	EA	\$
GR-4-12	Cat 6 Patch Panel Wall Mount 24 Port (F&I)	EA	\$
GR-4-13	Cat 6 Patch Panel Rack Mount 48 Port (F&I)	EA	\$
GR-4-14	Cat 6 Patch Panel Rack Mount 96 Port (F&I)	EA	\$
GR-4-15	Wire Management Panel 19"x1.75" (F&I)	EA	\$
GR-4-16	Wire Management Panel 19"x5.25" (F&I)	EA	\$
GR-4-17	Cat 6 Patch Cords RJ45 1-6' Standard (F&I)	EA	\$
GR-4-18	Cat 5E Punch Block 110 25 Pair (F&I)	EA	\$
GR-4-19	Cat 5E Punch Block 66 25 Pair (F&I)	EA	\$
GR-4-20	Cat 6 CU Drop Certification Test (F&I)	EA	\$
GR-4-21	Cable Support Brackets, Bridle Rings (F&I)	UNIT	\$
GR-4-22	Cable Raceway, Surface Mount Per Drop (F&I)	DROP	\$
GR-4-23	Conduit, EMT 2" W/ All Fittings (F&I)	LF	\$
GR-4-24	Conduit, EMT Fire Sleeve 2" (F&I)	EA	\$
GR-4-25	Conduit, EMT Fire Sleeve 4" (F&I)	EA	\$
GR-4-26	Cable Tray 12" Ladder Alum Black (F&I)	LF	\$
GR-4-27	Cable Tray, 12", Misc. Hardware (F&I)	LF	\$
GR-4-28	EIA Rack Wall Mt Hinged 19"x36" (F&I) (Bldg Entry)	EA	\$
GR-4-29	EIA Rack Free Standing 19"x84" (F&I)	EA	\$
GR-4-30	Cable Management Kit Horizontal (F&I)	EA	\$
GR-4-31	Cable Management Kit Vertical (F&I)	EA	\$
GR-4-32	EIA Cabinets 19"x84"x30" Complete (F&I)	EA	\$

Item Code	Group 5 NexusWorx Application – Fiber Documentation	Per	Unit Price
GR-5-1	NexusWorx Fiber Optic Data Entry Support Services	HR	\$

Will your company extend these prices to other governmental agencies within the State of Florida?

Yes ☐

No ☐

EXHIBIT "B"

2023056 Annual Bid for Fiber - Rebid

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Company Name: _____

Company Address: _____

City, State _____ Zip Code _____

Telephone: _____ Fax: _____

E-mail: _____

Business Tax Receipt Number: _____ FEIN Number: _____

Authorized Signature: _____ **Date:** _____

Name: _____ Title: _____
(Type / Printed)

EXHIBIT "B"

2023056 Annual Bid for Fiber - Rebid

Qualifications Questionnaire

1. How many years has your firm been providing the services requested in this bid? _____

2. State of Florida Registration Number(s), if applicable _____

3. Indian River County Competency Card number(s), if applicable: _____

4. Number of employees "on the job" each week: _____

5. Address of local office that will respond to calls for emergency service:

Maximum time to respond to emergency service call: _____ hours

6. Number of employees (installers, splicers, technicians) that live or are dispatched within 50 miles of Indian River County: _____

7. Provide a minimum of three (3) references for related projects.

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____ Number of staff assigned _____

Average hours per staff member _____

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____ Number of staff assigned _____

Average hours per staff member _____

EXHIBIT "B"

2023056 Annual Bid for Fiber - Rebid

Agency/Firm Name: _____
Address: _____
Contact Name: _____ Title: _____
E-Mail: _____ Phone: _____
Services Provided: _____

Dates of Service: _____ Number of staff assigned _____
Average hours per staff member _____

Agency/Firm Name: _____
Address: _____
Contact Name: _____ Title: _____
E-Mail: _____ Phone: _____
Services Provided: _____

Dates of Service: _____ Number of staff assigned _____
Average hours per staff member _____

8. Key Personnel (include RCCD, if employed by your firm):

Name	Role/Title	License Number	Years with Firm

EXHIBIT "B"

2023056 Annual Bid for Fiber - Rebid

9. Subcontractors (include RCCD, if provided by subcontractor):

Type of Work	Subcontractor Name/Address	License Number

10. Date Registered with e-Verify.gov: _____

11. Have you ever failed to complete work awarded to you: ☐ Yes ☐ No

If so, where and why? _____

12. List all litigation cases during the past three (3) years in which the Contractor has been a named party. Use additional sheets, as necessary.

Year filed	Case number	Venue	Description

EXHIBIT "B"

2023056 Annual Bid for Fiber - Rebid

13. Provide a general overview of your firm, it's general capabilities, and history:

Attach FDOT Prequalification memo, W-9, and evidence of insurance to this form.

DRUG-FREE WORKPLACE CERTIFICATION

(Please include this form with your bid)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

(Name of Business)

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 Section 287.087.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Company Name

Bidder's Signature

Date: _____

EXHIBIT "B"

2023056 Annual Bid for Fiber - Rebid

SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2023056
for Annual Bid for Fiber

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

and its Federal Employer Identification Number (FEIN) is _____

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the

EXHIBIT "B"

2023056 Annual Bid for Fiber - Rebid

entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 20____, by _____ (name of person making statement).

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

☐ who is personally known to me or ☐ who has produced
_____ as identification.

EXHIBIT "B"

2023056 Annual Bid for Fiber - Rebid

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

(This form **MUST** be completed and submitted with your bid)

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

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

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

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(This form MUST be completed and submitted with your bid)

The undersigned Contractor 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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. 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, _____, 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

Indian River County Fiber Infrastructure Non-Disclosure Acknowledgement

(This form must be completed and submitted with your bid)

The undersigned hereby acknowledges that pursuant to section 119.071(3), Florida Statutes, security system plans, which include records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems; threat assessments conducted by Indian River County or any private entity; threat response plans; emergency evacuation plans; sheltering arrangements; or manuals for security personnel, emergency equipment, or security training are confidential and exempt from Florida's Public Records Law. Additionally, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by Indian River County including Indian River County's fiber infrastructure are also confidential and exempt from Florida's Public Records Law.

Therefore, as provided under State law, the undersigned acknowledges and agrees not use any such information described above for any reason other than as expressly authorized in writing by Indian River County. The undersigned further acknowledges that such information will not be disclosed or made available, directly or indirectly, to any other person or entity without Indian River County's express written consent, except as such disclosure may be required by Florida law. In the event such disclosure is required by Florida law, the undersigned acknowledges and agrees to provide Indian River County with adequate notice in order to allow Indian River County to seek a protective order to preserve the secrecy of such information.

Undersigned hereby declares that the terms of this Fiber Infrastructure Non-Disclosure Acknowledgement have been completely read and are fully understood including the right to retain counsel to review this Fiber Infrastructure Non-Disclosure Acknowledgement. The undersigned knowingly and voluntarily accepts and agrees to abide by the terms of this Fiber Infrastructure Non-Disclosure Acknowledgement.

In witness whereof, undersigned hereto sets my hand(s) and seal(s):

(Printed Name)	Signature	Date
(Title)	(Company Name)	

WITNESS:

(Printed Name)	Signature	Date
----------------	-----------	------

Sample Agreement

THIS AGREEMENT is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called Owner) and _____ (hereinafter called Contractor). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Fiber Optic Engineering, Design, Material, Supplies and Installation

ARTICLE 2 - THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project Name: Annual Bid for Fiber Optic Engineering, Design, Material, Supplies and Installation

Bid Number: 2023020

Project Address: Various throughout Indian River County

ARTICLE 3 - TERM

The term of the agreement is one year, with four additional one-year extensions available, subject to mutual agreement and determination that extension is in the Owner's best interest. Extensions will be offered 90 days prior to the end of the current contract term. Request for adjustment to pricing may be submitted by either party, in accordance with the Consumer Price Index-All Urban Consumers for the South Region ("CPI-U, South Region, All Items"). No price adjustments relating to the CPI will be made other than with the annual extension. Annual CPI Increase/Decrease shall not be more than five percent.

ARTICLE 4 - CONTRACT PRICE

4.01 Work shall be completed at the prices provided in the Contractor's bid, attached hereto as Exhibit 1.

4.02 Whenever the term "Work Authorization" is used herein, it is intended to mean that formal document that is dated; serially numbered; and executed by the Owner, by which the Owner accepts Contractor's proposal for specific services and Contractor indicates a willingness to perform such specific services for the terms and under the conditions specified in this Agreement. Each Purchase Order must be fully executed by the Owner, and will reference this bid and the Contractor's proposal.

4.03 All services provided by the Contractor for the Owner shall be identified in Work Authorizations and performed in a timely, efficient, cost effective manner. Work Authorization shall include a description of services to be performed; a statement of fees; a schedule of deliverables; proposed schedule for compensation and whether compensation is lump sum maximum amount not to exceed task based, or any combination of the foregoing; a budget establishing the amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs; and any other additional instructions or provisions relating to the specific Services authorized pursuant to each Purchase Order that does not conflict with the terms of this Agreement.

EXHIBIT "B"

2023056 Annual Bid for Fiber - Rebid

4.04 Services related to any individual Work Authorization which would increase, decrease or which are otherwise outside the scope of Services or level of effort contemplated by a Work Authorization shall be Services for which the Contractor must obtain the prior written approval of the Owner as provided by this Agreement. All terms for the performance of such Services must be agreed upon in a written amendment to the Work Authorization, executed by both the Contractor and the Owner.

4.05 A Work Authorization shall not give rise to any contractual rights until it meets the foregoing requirements. Each specific Work Authorization, as approved by the Owner, shall be an addendum to this Agreement. Nothing contained in any Work Authorization shall conflict with the terms of this Agreement, and the terms of this Agreement shall be deemed to be incorporated in each individual Work Authorization as if fully set forth therein.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 Invoices

Contractor shall submit original invoices electronically, with all necessary backup, to the Information Services & Telecommunications (IS&T) Division. The IS&T Division will utilize the duplicate invoice copy to validate the billing invoice and effect the correct payment amount through the Finance Department.

All billing invoices submitted to the County shall contain the following documentation and information:

- a. Location (County work center and complete address) where work was performed
- b. Owner-issued Purchase Order (PO) number
- c. Name of the IS&T Division representative generating the service request
- d. Contractor's trouble ticket number or T&M work sheet identification number
- e. Description of T&M work activity actually performed or a description of trouble clearance. A List of all material used to complete the work request or trouble AND a copy of receipt(s) from Contractor's supply source depicting actual cost of material provided to complete the work request.
- f. Job start date, end date and time
- g. Test results completed after installation as specified in Specifications, Section 7.2.5
- h. The IS&T Division is required to validate the accuracy of all billing invoices before payment authorization can be made; therefore, billing invoices received which do not contain the required information will result in a delay in payment. Invoices which cannot be validated by the Owner shall not be paid.

5.02 Method of Payment

Owner shall make only one payment for the entire amount of each work order, when the work has been completed. Upon a determination of satisfactory completion, the Owner's Project Manager will authorize payment to be made. All payments for services shall be made to the Contractor by the Owner in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).

5.03 Acceptance of Final Payment as Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner from all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with the work under this Agreement and for every act and neglect of the Owner and others relating to or arising out of the work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under this Agreement, or the Invitation to Bid.

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5.04 Monthly Statements

The Contractor shall electronically provide the IS&T Division Manager with a monthly account statement. Account statements shall contain a detailed listing of all invoices presented to the Owner with an indication of the status (paid or unpaid) of each invoice.

ARTICLE 6 - INDEMNIFICATION

6.01 Contractor shall indemnify and hold harmless the Owner, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Work.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Invitation to Bid documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.

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- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Contractor is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

- (1) This Agreement;
- (2) Work Authorizations/Purchase Orders
- (3) Certificate(s) of Liability Insurance;
- (4) Invitation to Bid 2023056;
- (5) Addenda (numbers to , inclusive);
- (6) Contractor's Bid Form;
- (7) Qualifications Questionnaire;
- (8) Drug Free Workplace Form;
- (9) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships;
- (10) Certification Regarding Prohibition Against Contracting with Scrutinized Companies;
- (11) Certification Regarding Lobbying;
- (12) Indian River County Fiber Infrastructure Non-Disclosure Acknowledgement
- (13) Written Amendments, executed by both parties, which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.
- (14)

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the Invitation to Bid.

9.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

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9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Venue*

- A. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

9.06 *Public Records Compliance*

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

- B. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

(772) 226-1424

publicrecords@ircgov.com

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**Indian River County Office of the County Attorney
1801 27th Street
Vero Beach, FL 32960**

C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

ARTICLE 10 – FEDERAL CLAUSES

10.01 Owner and Contractor will adhere to the following, as applicable to this work:

A. **Equal Employment Opportunity.** 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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.

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(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.

B. 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 (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 (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.

(3) Withholding for unpaid wages and liquidated damages. The Owner 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.

(4) 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.

(5) 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.

(6) 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.

C. Clean Air Act and Federal Water Pollution Control Act:

(1) Clean Air Act.

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(a) 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.

(b) The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) 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.

(2) Federal Water Pollution Control Act

(a) 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.

(b) The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) 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.

D. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, 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).

(2) The 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.

(3) This certification is a material representation of fact relied upon by Owner. If it is later determined that the 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 Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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.

E. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors 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 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 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 who in turn will forward the certification(s) to the awarding agency.

F. Procurement of Recycled/Recovered Materials:

(1) 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—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

G. 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.

(2) 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 subrecipient, 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,

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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.

H. Domestic Preference 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:

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.

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.

I. Access to Records

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide Owner, the State of Florida, 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.

(2) 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.

(3) 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.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the Owner 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.

J. **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 pre-approval. The contractor shall include this provision in any subcontracts.

K. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement 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, and FEMA policies, procedures, and directives.

L. **No Obligation by Federal Government:** 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.

M. **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 its actions pertaining to the contract.

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N. **Affirmative 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.

O. **License and Delivery of Works Subject to Copyright and Data Rights:** The Contractor grants to the Owner 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 Owner 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 Owner 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 Owner.

Article 11: TERMINATION OF CONTRACT

- A. The occurrence of any of the following shall constitute a default by Contractor and shall provide the Owner with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the Owner may have under this Contract or under law:
- (1) if in the Owner's opinion Contractor is improperly performing work or violating any provision(s) of the Contract Documents;
 - (2) if Contractor neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;
 - (3) if in the Owner's opinion Contractor's work is being unnecessarily delayed and will not be finished within the prescribed time;
 - (4) if Contractor assigns this Contract or any money accruing thereon or approved thereon; or
 - (5) if Contractor abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for Contractor or for any of his property.
- B. Owner shall, before terminating the Contract for any of the foregoing reasons, notify Contractor in writing of the grounds for termination and provide Contractor with ten (10) calendar days to cure the default to the reasonable satisfaction of the Owner.
- C. If the Contractor fails to correct or cure within the time provided in the preceding Sub-Article B, Owner may terminate this Contract by notifying Contractor in writing. Upon receiving such notification, Contractor shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the Owner may authorize Contractor to restore any work sites.
- D. The Contractor shall be liable for:
- (1) any new cost incurred by the Owner in soliciting bids or proposals for and letting a new contract; and
 - (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
 - (3) any court costs and attorney's fees associated with any lawsuit undertaken by Owner to enforce its rights herein.

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- E. **TERMINATION FOR CONVENIENCE:** Owner may at any time and for any reason terminate Contractor's services and work for Owner's convenience. Upon receipt of notice of such termination Contractor shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination Contractor shall be entitled to payment only as follows:
- (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,
 - (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by the Owner.
- Contractor shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.

- F. **TERMINATION IN REGARDS TO F.S. 287.135:** Contractor certifies that it and those related entities of Contractor as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of Contractor as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

Owner may terminate this Contract if Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, 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 been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

Owner may terminate this Contract if Contractor, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 20____ (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

INDIAN RIVER COUNTY

By: _____

Joseph H. Earman, Chairman

By: _____

John A. Titkanich, Jr., County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____

William K. DeBraal, County Attorney

Ryan L. Butler, Clerk of Court and Comptroller

Attest: _____

Deputy Clerk

(SEAL)

Designated Representative:

Dan Russell

Director, Information Technology

1801 27th Street, Vero Beach, FL 32960

772-226-1698

drussell@ircgov.com

By: _____

(Contractor)

(CORPORATE SEAL)

Attest _____

Address for giving notices:

License No. _____

(Where applicable)

Agent for service of process: _____

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

EXHIBIT "B"

2023056 Annual Bid for Fiber - Rebid

Exhibit 1 to the Agreement – Pricing

Sample

Attachment A – Schedule of Permit Fees

		Indian River County Building Division Permit Fee Schedule			EFFECTIVE 10/11/21
#	Permit Type	Application Fee	Permit Fee	Comments	
1	New Buildings, Alterations, Mobile and Modular Homes	\$200.00	0.4334% of ICC Building Valuation over \$46,146.75	Base permit fee includes subcontractor work (electrical, plumbing, mechanical, insulation, alarm, and irrigation) if subcontractor work is shown on the permit documents, if the value of the subcontractor work is included as part of the aggregate construction value and if subcontractor affidavits are submitted with the application. Commercial Site work and all Accessory Structures are excluded.	
2	Additions, Alterations, Misc. Commercial				

Residential / Commercial Trade Permits			EXHIBIT "B" Comments		EFFECTIVE 10/11/24
#		Permit Fee			
3	Aboveground Swimming Pool	\$75.00	Additional permit fee of 0.4334% of contract / work order valuation over \$17,305; permit fee due at time of application. Fee Includes one inspection. Trade permits requiring plan review subject to a \$55 plan review fee.		
4	Burglar Alarm	\$75.00			
5	Electric	\$75.00			
6	Electrical	\$75.00			
7	Electrical Service Change	\$75.00			
8	Electrical Temporary Pole	\$75.00			
9	Fence	\$75.00			
10	Fuel Gas	\$75.00			
11	In-fill Screening	\$75.00			
12	Insulation	\$75.00			
13	Irrigation System	\$75.00			
14	Mechanical	\$75.00			
15	Plumbing	\$75.00			
16	Pool Barrier (excluding screened enclosure)	\$75.00			
17	Pre-fabricated detached accessory structure	\$75.00			
18	Residential Paving (Driveway, Patio Slab)	\$75.00			
19	Solar water or PV	\$75.00			
	Residential Specialty Permits				
#	Permit Type	Permit Fee	Comments		
20	Door / Window - Replacement / Hurricane Shutters	\$75.00	Fee includes up to 4 components or openings	Additional permit fee of 0.4334% of contract / work order valuation over \$17,305; permit fee due at time of application. Fee Includes one inspection. Trade permits requiring plan review subject to a \$55 plan review fee.	
21	Door / Window - Replacement / Hurricane Shutters	\$200.00	Greater than 4 components or openings	Additional permit fee of 0.4334% of contract / work order valuation over \$46,146.75; permit fee due at time of application.	
22	Garage door replacement - (1Door)	\$75.00	\$25 for each additional door in the same building / unit	Additional permit fee of 0.4334% of contract / work order valuation over \$17,305; permit fee due at time of application. Fee Includes one inspection. Trade permits requiring plan review subject to a \$55 plan review fee.	

			EXHIBIT "B"		EFFECTIVE 10/11/21
	Level-1 Specialty Permits				
#	Permit Type	Permit Application Fee	Comments		
23	Aluminum Structures	\$200.00	Additional permit fee of 0.4334% of contract / work order valuation over \$46,146.75; permit fee due at time of application.		
24	Sign	\$200.00			
25	Demolition	\$200.00			
26	Deck, Dock or Seawall	\$200.00			
27	Door or window replacement- Commercial	\$200.00			
28	Garage doors replacement – Commercial	\$200.00			
29	House Moving	\$200.00			
30	Hurricane Shutters - Commercial	\$200.00			
31	Site-Built Accessory Structure	\$200.00			
32	Commercial Paving	\$200.00			
	Level-2 Residential and Commercial Specialty Permits				
#	Permit Type	Application Fee	Permit Fee	Comments	
33	Miscellaneous Permits: e.g: Fixed Station Generator		\$225.00	Additional permit fee of 0.4334% of contract / work order valuation over \$51,916; permit fee due at time of application.	
34	Re-roofing		\$225.00		
35	Residential Pool		\$225.00		
36	Commercial Pool	\$200.00	\$250.00	Additional permit fee of 0.4334% of contract / work order valuation over \$57,685; permit fee due at time of application.	
	INSPECTION RELATED FEES				
		FEE			
37	Re-inspection fee	\$45.00	[1] failure to comply with code/plan requirements. [2] unproductive inspector trip (unable to access the work or not ready for inspection). [3] Advisory Inspection requested by contractor or owner.		
38	After-Hour Inspections	\$50 / hour. Minimum 4-hour charge	Must be arranged 2 days in advance.		

	Plan Review	FEE	EXHIBIT "B"	Comments	EFFECTIVE 10/11/24
39	1st and 2nd Application / Plan Rejection / Modification	\$100 each		When content fails to meet sufficiency Requirement Check List (per state statute).	
40	3rd and subsequent Application / Plan Rejection / Modification	Four (4) times the original plan review fee (1/3 permit fee)		When content fails to meet sufficiency Requirement Check List (per state statute).	
41	Revision - small format	\$50.00		one 8.5 x 11 sheet	
42	Revision - large format	\$100.00		plan sheets - large format - or more than one 8.5x11	
43	Pre-Application Design Review	\$100.00			
	Contractor Licensing	FEE			
44	Competency Card Application Fee	\$50.00			
45	Competency Card Renewal Fee	\$50.00			
	Administrative Service Fees	FEE		Comments	
46	Microfilm / Microfiche Document Requests Document Research	See Archive Request form			
47	Digital Document requests	See Archive Request form			
48	Paper documents from database or copier	0.25* / 0.50** per page fee		8.5x11*, 8.5x14*, 11x17**	
49	Change of contractor	\$50.00			
50	Change of sub-contractor	\$20.00			
			GENERAL INFORMATION		
	Valuation methodology	Valuation is based on the greater of contract value or latest ICC valuation table or as otherwise acceptable to the Building Official for specialty work not addressed by the ICC valuation table. The job valuation must include labor, overhead and profit. Valuation of total improvement (excluding land) shall be used.			
	Penalties (statutory).	Any person who commences any work requiring a permit before obtaining the permit shall be subject to a penalty of one hundred percent (100%) (Double) of the standard permit fee. The payment of such penalty shall not relieve any person(s) from complying with the requirement of the Building Code, the IRC Code of Ordinances, any applicable laws, or this resolution			
	Multiple Buildings	Multiple Buildings on one property: Work in common areas of buildings is individually permitted per building not per property.			
	Refunds	Permit and Permit Application fees are non-refundable.			
	Private Provider Fee Reductions	A fee reduction for Private Provider related permits will be calculated as follows: 10% reduction in fees if a "Private Provider" is utilized for Permit Plan Review, and 25% reduction in fees if a "Private Provider" is utilized for Permit related Inspections.			
	Credit Card Service Fee	Credit card payments are subject to a 2.5% per transaction fee with a \$2 minimum			

Exhibit “C”
Addendum No. 1 to ITB #2023056

EXHIBIT "C"

Indian River County Purchasing Division
purchasing@ircgov.com



ADDENDUM NO. 1

Issue Date: July 17, 2023

Project Name: Annual Bid for Fiber Optic Engineering, Design, Material, Supplies and Installation

ITB Number: 2023056

ITB Opening Date: **July 25, 2023**

This addendum is being released to answer questions received and modify the Bid Form.

The information and documents contained in this addendum are hereby incorporated in the invitation to bid. **This addendum must be acknowledged where indicated on the Bid form, or the bid may be declared non-responsive.**

Attachments

Addendum 1 – Bid Form

Questions and Answers

1. The Emergency Trouble Service response time in section 4.2.4 states within three (3) hours and section 4.2.5 states within two (2) hours. Please clarify.
Section 4.2.5 should state a three (3) hour response time.

Group 2 Items;

GR-2-32; Communications Cabinet – 35"H x 24" W x 22" D, with Concrete Base (Furnished and Installed)

2. GR-2-33; Communications Cabinet – 51.25"H x 20" W x 18" D, with Concrete Base (Furnished and Installed)

GR-2-34; Communications Cabinet – 37"H x 20" W x 17" D, with Concrete Base (Furnished and Installed)

The Communications Cabinets dimensions listed above do not appear in the specification.

Please provide specification, manufacturer and part number as minimally compliant basis of design
GR-2-32; Communications Cabinet – Small ~~35"H x 24"W x 22"D~~, with Concrete Base (Furnished and Installed)

The minimally compliant design basis for this item is as follows:

Small Cross Connect Cabinet

Outdoor rated

Pad mounted

Pair count 1200

Height 45inch

EXHIBIT "C"

Addendum 1

Width 44inch
NUMBER OF PORTS:24
CONNECTOR TYPE: LC
MICRON: 9/125
MODE: Singlemode
REAR TERMINATION TYPE: 2x MPO Male – 24 Fiber
SIMPLEX/DUPLEX: DUPLEX

GR-2-33; Communications Cabinet – Large ~~51.25"H x 20"W x 18"D~~, with Concrete Base (Furnished and Installed)

The minimally compliant design basis for this item is as follows:

Large Cross Connected Cabinet

Outdoor Rated

Pad mounted

Pair count 2700

Height 60inch

Width 44inch

NUMBER OF PORTS:24

CONNECTOR TYPE: LC

MICRON: 9/125

MODE: Singlemode

REAR TERMINATION TYPE: 2x MPO Male – 24 Fiber

SIMPLEX/DUPLEX: DUPLEX

GR-2-34; Communications Cabinet – Medium ~~37"H x 20"W x 17"D~~, with Concrete Base (Furnished and Installed)

The minimally compliant design basis for this item is as follows:

Medium Cross connect Cabinet

Outdoor Rated

Pad mounted

Pair Count 1800

Height 45inch

Width 44inch

NUMBER OF PORTS:24

CONNECTOR TYPE: LC

MICRON: 9/125

MODE: Singlemode

REAR TERMINATION TYPE: 2x MPO Male – 24 Fiber

SIMPLEX/DUPLEX: DUPLEX

3. Group 3 Item GR-3-101; Wood Pole 45' Utility – For CCTV. Please provide specification for installation

This item will be removed from Group 3.

Group 3 Item GR-3-102; Prestressed Conc Pole 70' Utility for CCTV

The above items are costly and typically not part of a fiber/low voltage Master Contract. With all

4. pay items being quantity of 1, an expensive and unused item not properly priced can create an "unbalanced" bid. Would the County consider removing these pay items to avoid this situation.? If not, please provide specification for installation including pole base detail.

EXHIBIT "C"

Addendum 1

This item will be removed from Group 3.

Group 4 Items GR-4-1; Cat 6 Plenum Enhanced, GR-4-3; Cat 6 PVC Enhanced, GR-4-3; Cat 6 PVC Enhanced, GR-4-8; Faceplate 1 Gang Surface or Flush, GR-4-9; Faceplate 2 Gang Surface or Flush, GR-4-10; Cat 6 Jacks RJ45 568A/B 1 Port Data, GR-4-12; Cat 6 Patch Panel Wall Mount 24 Port, GR-4-13; Cat 6 Patch Panel Rack Mount 48 Port, GR-4-14; Cat 6 Patch Panel Rack Mount 96 Port, GR-4-15; Wire Management Panel 19"x1.75", GR-4-16; Wire Management Panel 19"x5.25", GR-4-17; Cat 6 Patch Cords RJ45 1-6' Standard, GR-4-26; Cable Tray 12" Ladder Alum Black, GR-4-28; EIA Rack Wall Mt Hinged 19"x 36", GR-4-29; EIA Rack Free Standing 19"x 84", GR-4-30; Cable Management Kit Horizontal, GR-4-31; Cable Management Kit Vertical.

Please provide specification to include manufacturer preference/or design basis if alternates are acceptable

Please refer to Section 3.1.4 for the appropriate specifications.

Group 4 Item GR-4-21; Cable Support Brackets, Bridle Rings

6. Are Bridle Rings an acceptable supporting device for horizontal cabling or should J-hooks be utilized for this purpose?

Please refer to Section 3.1.4 for the appropriate specifications.

Group 4 Item GR-4-22; Cable Raceway, Surface Mount Per Drop

7. Please provide specification and/or sizes to include manufacturer preference/or design basis if alternates are acceptable.

Please refer to Section 3.1.4 for the appropriate specifications.

Group 4 Item GR-4-27; Cable Tray 12", Misc. Hardware

8. Please provide specification for each specific hardware item (junction splice, butt splice, rack to riser mounting plates, waterfalls, e-bends, end caps, etc.) to include manufacturer preference/or design basis if alternates are acceptable.

Please refer to Section 3.1.4 for the appropriate specifications.

Group 4 Item GR-4-32; EIA Cabinets 19"x 84"x 30" Complete

9. Please provide specification for cabinet and all required components to satisfy as complete to include manufacturer preference/or design basis if alternates are acceptable.

(AR3100) APC NetShelter SX, Server Rack Enclosure, 42U, Black, 1991H x 600W x 1070D mm

10. Regarding the Emergency Trouble Service requirements in Section 4.2. is the Emergency Trouble Services response a requirement for all groups or just groups 3 & 4?

The Emergency Trouble Service requirements in Section 4.2 are primarily a requirement for groups 3 & 4. However, labor from group 1 may be required to meet this requirement.

EXHIBIT "C"

Addendum 1 Bid Form

Bid Form – Addendum 1

Annual Bid for Fiber Optic Engineering, Design, Material, Supplies and Installation

Bid #: 2023056

Bid Opening Date and Time: July 25, 2023 2:00 P.M.

Bid Opening Location: Purchasing Division
1800 27th Street
Vero Beach, FL 32960

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

In accordance with all terms, conditions, specifications, and requirements, the bidder offers the following
(Bidders are not required to bid on all groups, but are required to bid on all items within each group they choose to bid on):

Item Code	Group 1 Technical Labor	Per	Unit Price
GR-1-1	Engineering Florida PE Services	HR	\$
GR-1-2	BICSI Registered Communications Distribution Designer	HR	\$
GR-1-3	CADD Operator	HR	\$
GR-1-4	Clerical Support Services	HR	\$
GR-1-5	OSP GPS Survey	MILE	\$
GR-1-6	OSP GIS Technician	MILE	\$
GR-1-7	OSP ROW Strand Mapping	MILE	\$
GR-1-8	OSP ROW Design and Permitting	MILE	\$
GR-1-9	Commercial Cable-Electronics Technician (Onsite)	HR	\$
GR-1-10	Commercial Cable Installer (Onsite)	HR	\$
GR-1-11	Commercial Duct Installer (Onsite)	HR	\$

EXHIBIT "C"

Addendum 1 Bid Form

Bidder Name: _____

Group 2			
OSP Construction Conduit, Pull and Junction Boxes		Per	Unit Price
GR-2-1	Conduit, 2" PVC @ 24", Machine Trench (F&I)	LF	\$
GR-2-2	Conduit, 2" PVC @ 36" Machine Trench (F&I)	LF	\$
GR-2-3	Conduit, 2" PVC @ 24", Hand Trench (F&I)	LF	\$
GR-2-4	Conduit, 2" PVC @ 36", Hand Trench (F&I)	LF	\$
GR-2-5	Conduit, 2" PVC, Extra Pipe (F&I)	LF	\$
GR-2-6	Innerduct, 1 1/4" Corrugated, Colored (F&I)	LF	\$
GR-2-7	Conduit Plowing 4W 1 1/4" HDPE, Colored (F&I)	LF	\$
GR-2-8	MaxCell Placement in existing 2" Conduit - 2" - 3 Cell (F&I)	LF	\$
GR-2-9	MaxCell Placement in existing 3" Conduit - 3" - 3 Cell (F&I)	LF	\$
GR-2-10	MaxCell Placement in existing 4" Conduit - 4" - 3 Cell (F&I)	LF	\$
GR-2-11	Cable Direct Bury, Hand Dig @ 18" (I Only)	LF	\$
GR-2-12	Cable Direct Bury, Plow @ 30" (I Only)	LF	\$
GR-2-13	Directional Bore, 2" HDPE (F&I)	LF	\$
GR-2-14	Directional Bore, 2" HDPE, Special Conditions (F&I)	LF	\$
GR-2-15	Directional Bore, 8" Under Waterway <1,000 lf (F&I)	LF	\$
GR-2-16	Conduit, 2" GRS, (F&I)	LF	\$
GR-2-17	Conduit, 4" GRS, (F&I)	LF	\$
GR-2-18	Conduit, 2" Fiberglass Bridge Mount (F&I)	LF	\$
GR-2-19	Conduit, 4" Fiberglass Bridge Mount (F&I)	LF	\$
GR-2-21	Detectable Tracer Wire (F&I)	LF	\$
GR-2-22	Detectable Marking Tape (F&I)	LF	\$
GR-2-23	Jet Line (F&I)	LF	\$
GR-2-24	ROW Delineator Marker Post Orange 6' (F&I)	EA	\$
GR-2-25	Cable Route Markers - Tubular, Type III HDPE	EA	\$
Pull Boxes and Junction Boxes			
GR-2-26	Manhole, Concrete 4'x4'x4' Steel Lid (F&I)	EA	\$
GR-2-27	Handhole, Composite 24"x36"x24" W/ Lid (F&I)	EA	\$
GR-2-28	Handhole, Composite 24"x36"x24" W/ Lid Traffic Rated (F&I)	EA	\$
GR-2-29	Pullboxes, Composite 17"x30"x12" W/ Lid (F&I)	EA	\$
GR-2-30	Pullboxes, Composite 17"x30"x12" W/ Lid Traffic Rated (F&I)	EA	\$
GR-2-31	Pull Box Apron – for a 24" x 36" pull box measuring 12"W x 6"D (F&I)	EA	\$
Outside Plant Cabinets			
GR-2-32	Communications Cabinet – Small 35"H x 24"W x 22"D, with Concrete Base (Furnished and Installed)	EA	\$
GR-2-33	Communications Cabinet – Large 51.25"H x 20"W x 18"D, with Concrete Base (Furnished and Installed)	EA	\$
GR-2-34	Communications Cabinet – Medium 37"H x 20"W x 17"D, with Concrete Base (Furnished and Installed)	EA	\$
GR-2-35	Device Cabinet Type 332 (66"H x 24"W x 30"D) (Furnished and Installed)	EA	\$
GR-2-36	FO Closure-Re-Entry Kit, Cable Preparation, up to 144 Fiber, Aerial or UG Installation (Furnished and Installed)	EA	\$

EXHIBIT "C"

Addendum 1 Bid Form

Bidder Name: _____

Group 3 Fiber Optic Cable		Per	Unit Price
GR-3-1	FO Cable 12F, SM, LT, Aerial (F&I)	LF	\$
GR-3-2	FO Cable 24F, SM, LT, Aerial (F&I)	LF	\$
GR-3-3	FO Cable 48F, SM, LT, Aerial (F&I)	LF	\$
GR-3-4	FO Cable 96F, SM, LT, Aerial (F&I)	LF	\$
GR-3-5	FO Cable 144F, SM, LT, Aerial (F&I)	LF	\$
GR-3-6	FO Cable 12F, SM, ADSS, Aerial (F&I)	LF	\$
GR-3-7	FO Cable 24F, SM, ADSS, Aerial (F&I)	LF	\$
GR-3-8	FO Cable 48F, SM, ADSS, Aerial (F&I)	LF	\$
GR-3-9	FO Cable 96F, SM, ADSS, Aerial (F&I)	LF	\$
GR-3-10	FO Cable 144F, SM, ADSS, Aerial (F&I)	LF	\$
GR-3-11	FO Cable 12F, SM, LT, UG (F&I)	LF	\$
GR-3-12	FO Cable 24F, SM, LT, UG (F&I)	LF	\$
GR-3-13	FO Cable 48F, SM, LT, UG (F&I)	LF	\$
GR-3-14	FO Cable 96F, SM, LT, UG (F&I)	LF	\$
GR-3-15	FO Cable 144F, SM, LT, UG (F&I)	LF	\$
GR-3-16	FO Cable 12F, SM, Drop Cable (F&I)	LF	\$
GR-3-17	FO Cable 12F, MM, LT, UG (F&I)	LF	\$
GR-3-18	FO Cable 24F, MM, LT, UG (F&I)	LF	\$
GR-3-19	FO Cable 48F, MM, LT, UG (F&I)	LF	\$
GR-3-20	FO Cable 96F, MM, LT, UG (F&I)	LF	\$
GR-3-21	FO Cable 144F, MM, LT, UG (F&I)	LF	\$
Fiber Optic Cable - ISP		Per	Unit Price
GR-3-22	FO Cable 12F, SM, Riser (F&I)	LF	\$
GR-3-23	FO Cable 24F, SM, Riser (F&I)	LF	\$
GR-3-24	FO Cable 48F, SM, Riser (F&I)	LF	\$
GR-3-25	FO Cable 96F, SM, Riser (F&I)	LF	\$
GR-3-26	FO Cable 144F, SM, Riser (F&I)	LF	\$
GR-3-27	FO Cable 12F, SM, Plenum (F&I)	LF	\$
GR-3-28	FO Cable 24F, SM, Plenum (F&I)	LF	\$
GR-3-29	FO Cable 48F, SM, Plenum (F&I)	LF	\$
GR-3-30	FO Cable 96F, SM, Plenum (F&I)	LF	\$
GR-3-31	FO Cable 144F, SM, Plenum (F&I)	LF	\$
GR-3-32	FO Cable 12F, MM, Riser (F&I)	LF	\$
GR-3-33	FO Cable 24F, MM, Riser (F&I)	LF	\$
GR-3-34	FO Cable 48F, MM, Riser (F&I)	LF	\$
GR-3-35	FO Cable 96F, MM, Riser (F&I)	LF	\$
GR-3-36	FO Cable 144F, MM, Riser (F&I)	LF	\$
GR-3-37	FO Cable 12F, MM, Plenum (F&I)	LF	\$
GR-3-38	FO Cable 24F, MM, Plenum (F&I)	LF	\$
GR-3-39	FO Cable 48F, MM, Plenum (F&I)	LF	\$
GR-3-40	FO Cable 96F, MM, Plenum (F&I)	LF	\$
GR-3-41	FO Cable 144F, MM, Plenum (F&I)	LF	\$

EXHIBIT "C"

Addendum 1 Bid Form

Bidder Name: _____

Group 3, continued			
Fiber Optic Cable - Preterm Drops		Per	Unit Price
GR-3-42	FO Cable 6F, SM, Preterm ST, 150' W/Housing (F&I)	EA	\$
GR-3-43	FO Cable 12F, SM, Preterm ST, 150' W/Housing (F&I)	EA	\$
GR-3-44	FO Cable 6F, SM, Preterm ST, 150' W/Coupler (F&I)	EA	\$
GR-3-45	FO Cable 12F, SM, Preterm ST, 150' W/Coupler (F&I)	EA	\$
Fiber Optic Splicing Terminations - ISP		Per	Unit Price
GR-3-46	FO Splice-Term. Cabinet, 12F, Wall/Rack (F&I)	EA	\$
GR-3-47	FO Splice-Term. Cabinet, 12F, Wall/Rack (F only)	EA	\$
GR-3-48	FO Splice-Term. Cabinet, 24F Wall/Rack (F&I)	EA	\$
GR-3-49	FO Splice-Term. Cabinet, 24F Wall/Rack (F only)	EA	\$
GR-3-50	FO Splice-Term. Cabinet, 48F Wall/Rack (F&I)	EA	\$
GR-3-51	FO Splice-Term. Cabinet, 48F Wall/Rack (F only)	EA	\$
GR-3-52	FO Term. Housing, 96F Wall/Rack (F&I)	EA	\$
GR-3-53	FO Term. Housing, 96F Wall/Rack (F only)	EA	\$
GR-3-54	FO Splice Housing 48-144F (F&I)	EA	\$
GR-3-55	FO Splice Housing 48-144F (F only)	EA	\$
GR-3-56	FO Ter. Housing, 96F Wall/Rack (F&I)	EA	\$
GR-3-57	FO Ter. Housing, 96F Wall/Rack (F only)	EA	\$
GR-3-58	FO Cable Prep, Fanout Kit, Buffer 6F (F&I)	EA	\$
GR-3-59	FO Cable Prep, Fanout Kit, Buffer 6F (F only)	EA	\$
GR-3-60	FO Cable Prep, Fanout Kit, Buffer 12F (F&I)	EA	\$
GR-3-61	FO Cable Prep, Fanout Kit, Buffer 12F (F only)	EA	\$
GR-3-62	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F&I)	EA	\$
GR-3-63	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F only)	EA	\$
GR-3-64	FO Connector, ST, MM, Unicam (F&I)	EA	\$
GR-3-65	FO Connector, ST, MM, Unicam (F only)	EA	\$
GR-3-66	FO Connector, ST, SM, Unicam (F&I)	EA	\$
GR-3-67	FO Connector, ST, SM, Unicam (F only)	EA	\$
GR-3-68	FO Connector, SC, SM, Unicam (F&I)	EA	\$
GR-3-69	FO Connector, SC, SM, Unicam (F only)	EA	\$
GR-3-70	FO Jumper, Duplex ST-ST, SM, 10' (F Only)	EA	\$
GR-3-71	FO Jumper, Duplex ST-SC, SM, 10' (F Only)	EA	\$
GR-3-72	FO Jumper, Duplex ST-LC, SM, 10' (F Only)	EA	\$
GR-3-73	FO Jumper, Duplex ST-FC, SM, 10' (F Only)	EA	\$
GR-3-74	FO Jumper, Duplex SC-SC, SM, 10' (F Only)	EA	\$
GR-3-75	FO Jumper, Duplex SC-LC, SM, 10' (F Only)	EA	\$
GR-3-76	FO Jumper, Duplex ST-ST, MM, 10' (F Only)	EA	\$
GR-3-77	FO Jumper, Duplex SC-SC, MM, 10' (F Only)	EA	\$

EXHIBIT "C"

Addendum 1 Bid Form

Bidder Name: _____

Group 3 - Continued			
Fiber Optic Splicing Terminations - OSP		Per	Unit Price
GR-3-78	FO Splice Closure 12F, Aerial/UG (F&I)	EA	\$
GR-3-79	FO Splice Closure 12F, Aerial/UG (F only)	EA	\$
GR-3-80	FO Splice Closure 24F, Aerial/UG (F&I)	EA	\$
GR-3-81	FO Splice Closure 24F, Aerial/UG (F only)	EA	\$
GR-3-82	FO Splice Closure 48F, Aerial/UG (F&I)	EA	\$
GR-3-83	FO Splice Closure 48F, Aerial/UG (F only)	EA	\$
GR-3-84	FO Splice Closure 96F, Aerial/UG (F&I)	EA	\$
GR-3-85	FO Splice Closure 96F, Aerial/UG (F only)	EA	\$
GR-3-86	FO Closure Reentry Kit, Cable Prep (F&I)	EA	\$
GR-3-87	Splice Tray, Fusion Heatshrink, 12F, 12" (F&I)	EA	\$
GR-3-88	Splice Tray, Fusion Heatshrink, 12F, 12" (F only)	EA	\$
GR-3-89	Splice Tray, Fusion Heatshrink, 24F, 12" (F&I)	EA	\$
GR-3-90	Splice Tray, Fusion Heatshrink, 24F, 12" (F only)	EA	\$
GR-3-91	Fusion Splice Heat Shrink <.1db OSP includes pigtail as needed (F&I)	EA	\$
GR-3-92	OTDR Test Any Wavelength Bare Fiber FOSC (I only)	EA	\$
OSP Construction - Aerial		Per	Unit Price
GR-3-93	Messenger Cable 1/4" (F&I)	LF	\$
GR-3-94	Remove Messenger Cable 1/4" (I Only)	LF	\$
GR-3-95	Pole Attach Loose Tube W/J-Hook Concrete (F&I)	EA	\$
GR-3-96	Pole Attach Loose Tube W/J-Hook Wood (F&I)	EA	\$
GR-3-97	Place Pole Riser 2" GRS (F&I)	LF	\$
GR-3-98	Place Riser U-Guard To 20' (F&I)	LF	\$
GR-3-99	Place 2" Riser Sealing Bushing 1-3 Hole (F&I)	EA	\$
GR-3-100	Place 2" Riser Heatshrink (F&I)	EA	\$
GR-3-101	Wood Pole 45' Utility For CCTV (F&I)	EA	\$
GR-3-102	Prestressed Conc Pole 70' Utility For CCTV (F&I)	EA	\$

EXHIBIT "C"

Addendum 1 Bid Form

Bidder Name: _____

Group 4 Multi-Pair Cables		Per	Unit Price
GR-4-1	Cat 6 Plenum Enhanced (avg 150) (F&I)	LF	\$
GR-4-2	Cat 6 Plenum Enhanced (avg 150) (F only)	LF	\$
GR-4-3	Cat 6 PVC Enhanced (avg 150) (F&I)	LF	\$
GR-4-4	Cat 6 PVC Enhanced (avg 150) (F only)	LF	\$
GR-4-5	Cat 5E 25 Pair PVC Plenum (F&I)	LF	\$
GR-4-6	Cat 5E 25 Pair PVC Riser (F&I)	LF	\$
GR-4-7	Cat 5E 25 Pair PE 89 OSP (F&I)	LF	\$
GR-4-8	Face Plate 1 Gang Surface or Flush (F&I)	EA	\$
GR-4-9	Face Plate 2 Gang Surface or Flush (F&I)	EA	\$
GR-4-10	Cat 6 Jacks RJ45 568A/B 1 Port Data (F&I)	EA	\$
GR-4-11	Cat 6 Jacks RJ45 568A/B 2 Port Data/Voice (F&I)	EA	\$
GR-4-12	Cat 6 Patch Panel Wall Mount 24 Port (F&I)	EA	\$
GR-4-13	Cat 6 Patch Panel Rack Mount 48 Port (F&I)	EA	\$
GR-4-14	Cat 6 Patch Panel Rack Mount 96 Port (F&I)	EA	\$
GR-4-15	Wire Management Panel 19"x1.75" (F&I)	EA	\$
GR-4-16	Wire Management Panel 19"x5.25" (F&I)	EA	\$
GR-4-17	Cat 6 Patch Cords RJ45 1-6' Standard (F&I)	EA	\$
GR-4-18	Cat 5E Punch Block 110 25 Pair (F&I)	EA	\$
GR-4-19	Cat 5E Punch Block 66 25 Pair (F&I)	EA	\$
GR-4-20	Cat 6 CU Drop Certification Test (F&I)	EA	\$
GR-4-21	Cable Support Brackets, Bridle Rings (F&I)	UNIT	\$
GR-4-22	Cable Raceway, Surface Mount Per Drop (F&I)	DROP	\$
GR-4-23	Conduit, EMT 2" W/ All Fittings (F&I)	LF	\$
GR-4-24	Conduit, EMT Fire Sleeve 2" (F&I)	EA	\$
GR-4-25	Conduit, EMT Fire Sleeve 4" (F&I)	EA	\$
GR-4-26	Cable Tray 12" Ladder Alum Black (F&I)	LF	\$
GR-4-27	Cable Tray, 12", Misc. Hardware (F&I)	LF	\$
GR-4-28	EIA Rack Wall Mt Hinged 19"x36" (F&I) (Bldg Entry)	EA	\$
GR-4-29	EIA Rack Free Standing 19"x84" (F&I)	EA	\$
GR-4-30	Cable Management Kit Horizontal (F&I)	EA	\$
GR-4-31	Cable Management Kit Vertical (F&I)	EA	\$
GR-4-32	EIA Cabinets 19"x84"x30" Complete (F&I)	EA	\$

Item Code	Group 5 NexusWorx Application – Fiber Documentation	Per	Unit Price
GR-5-1	NexusWorx Fiber Optic Data Entry Support Services	HR	\$

Will your company extend these prices to other governmental agencies within the State of Florida?

Yes ☐

No ☐

EXHIBIT "C"

Addendum 1 Bid Form

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Company Name: _____

Company Address: _____

City, State _____ Zip Code _____

Telephone: _____ Fax: _____

E-mail: _____

Business Tax Receipt Number: _____ FEIN Number: _____

Authorized Signature: _____ **Date:** _____

Name: _____ Title: _____
(Type / Printed)

Exhibit “D”
Precision Contracting Services Bid Submittal
for Indian River County ITB #2023056

EXHIBIT "D"

Addendum 1 Bid Form

Precision Contracting Services, Inc.

Bid Form – Addendum 1

Annual Bid for Fiber Optic Engineering, Design, Material, Supplies and Installation

Bid #: 2023056

Bid Opening Date and Time: July 25, 2023 2:00 P.M.

Bid Opening Location: Purchasing Division
1800 27th Street
Vero Beach, FL 32960

The following addenda are hereby acknowledged:

Addendum Number

Number One

Date

July 17, 2023

In accordance with all terms, conditions, specifications, and requirements, the bidder offers the following (Bidders are not required to bid on all groups, but are required to bid on all items within each group they choose to bid on):

Item Code	Group 1 Technical Labor	Per	Unit Price
GR-1-1	Engineering Florida PE Services	HR	\$ <i>275.00</i>
GR-1-2	BICSI Registered Communications Distribution Designer	HR	\$ <i>230.00</i>
GR-1-3	CADD Operator	HR	\$ <i>150.00</i>
GR-1-4	Clerical Support Services	HR	\$ <i>65.00</i>
GR-1-5	OSP GPS Survey	MILE	\$ <i>1,750.00</i>
GR-1-6	OSP GIS Technician	MILE	\$ <i>1,500.00</i>
GR-1-7	OSP ROW Strand Mapping	MILE	\$ <i>1,350.00</i>
GR-1-8	OSP ROW Design and Permitting	MILE	\$ <i>3,000.00</i>
GR-1-9	Commercial Cable-Electronics Technician (Onsite)	HR	\$ <i>165.00</i>
GR-1-10	Commercial Cable Installer (Onsite)	HR	\$ <i>145.00</i>
GR-1-11	Commercial Duct Installer (Onsite)	HR	\$ <i>150.00</i>

PCS

IRCO PURCHASING

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PRECISION CONTRACTING SERVICES INC.

Precision Fiber Optic Systems

15834 Guild Court, Jupiter, FL 33478

ORIGINAL

EXHIBIT "D"

Addendum 1 Bid Form

Bidder Name:

Precision Contracting Services, Inc.

Group 2				
OSP Construction Conduit, Pull and Junction Boxes		Per	Unit Price	
GR-2-1	Conduit, 2" PVC @ 24", Machine Trench (F&I)	LF	\$	10.00
GR-2-2	Conduit, 2" PVC @ 36" Machine Trench (F&I)	LF	\$	11.00
GR-2-3	Conduit, 2" PVC @ 24", Hand Trench (F&I)	LF	\$	12.00
GR-2-4	Conduit, 2" PVC @ 36", Hand Trench (F&I)	LF	\$	12.50
GR-2-5	Conduit, 2" PVC, Extra Pipe (F&I)	LF	\$	5.00
GR-2-6	Innerduct, 1 1/4" Corrugated, Colored (F&I)	LF	\$	2.75
GR-2-7	Conduit Plowing 4W 1 1/4" HDPE, Colored (F&I)	LF	\$	12.50
GR-2-8	MaxCell Placement in existing 2" Conduit - 2" - 3 Cell (F&I)	LF	\$	7.00
GR-2-9	MaxCell Placement in existing 3" Conduit - 3" - 3 Cell (F&I)	LF	\$	7.75
GR-2-10	MaxCell Placement in existing 4" Conduit - 4" - 3 Cell (F&I)	LF	\$	8.50
GR-2-11	Cable Direct Bury, Hand Dig @ 18" (I Only)	LF	\$	6.25
GR-2-12	Cable Direct Bury, Plow @ 30" (I Only)	LF	\$	7.50
GR-2-13	Directional Bore, 2" HDPE (F&I)	LF	\$	22.00
GR-2-14	Directional Bore, 2" HDPE, Special Conditions (F&I)	LF	\$	35.00
GR-2-15	Directional Bore, 8" Under Waterway <1,000 lf (F&I)	LF	\$	195.00
GR-2-16	Conduit, 2" GRS, (F&I)	LF	\$	20.00
GR-2-17	Conduit, 4" GRS, (F&I)	LF	\$	25.00
GR-2-18	Conduit, 2" Fiberglass Bridge Mount (F&I)	LF	\$	75.00
GR-2-19	Conduit, 4" Fiberglass Bridge Mount (F&I)	LF	\$	95.00
GR-2-21	Detectable Tracer Wire (F&I)	LF	\$	1.00
GR-2-22	Detectable Marking Tape (F&I)	LF	\$	0.85
GR-2-23	Jet Line (F&I)	LF	\$	0.50
GR-2-24	ROW Delineator Marker Post Orange 6' (F&I)	EA	\$	115.00
GR-2-25	Cable Route Markers - Tubular, Type III HDPE	EA	\$	125.00
Pull Boxes and Junction Boxes				
GR-2-26	Manhole, Concrete 4'x4'x4' Steel Lid (F&I)	EA	\$	9,575.00
GR-2-27	Handhole, Composite 24"x36"x24" W/ Lid (F&I)	EA	\$	1,525.00
GR-2-28	Handhole, Composite 24"x36"x24" W/ Lid Traffic Rated (F&I)	EA	\$	1,625.00
GR-2-29	Pullboxes, Composite 17"x30"x12" W/ Lid (F&I)	EA	\$	1,025.00
GR-2-30	Pullboxes, Composite 17"x30"x12" W/ Lid Traffic Rated (F&I)	EA	\$	1,125.00
GR-2-31	Pull Box Apron - for a 24" x 36" pull box measuring 12"W x 6"D (F&I)	EA	\$	750.00
Outside Plant Cabinets				
GR-2-32	Communications Cabinet - Small 35"H x 24"W x 22"D, with Concrete Base (Furnished and Installed) <i>Add #1 - Excludes Terminals</i>	EA	\$	12,100.00
GR-2-33	Communications Cabinet - Large 51.25"H x 20"W x 18"D, with Concrete Base (Furnished and Installed) <i>Add #1 - Excludes Terminals</i>	EA	\$	18,300.00
GR-2-34	Communications Cabinet - Medium 37"H x 20"W x 17"D, with Concrete Base (Furnished and Installed) <i>Add #1 - Excludes Terminals</i>	EA	\$	18,945.00
GR-2-35	Device Cabinet Type 332 (66"H x 24"W x 30"D) (Furnished and Installed) <i>Excludes Terminals</i>	EA	\$	29,345.00
GR-2-36	FO Closure-Re-Entry Kit, Cable Preparation, up to 144 Fiber, Aerial or UG Installation (Furnished and Installed)	EA	\$	575.00

EXHIBIT "D"

Addendum 1 Bid Form

Bidder Name:

Precision Contracting Services, Inc.

Group 3		Per	Unit Price
Fiber Optic Cable			
GR-3-1	FO Cable 12F, SM, LT, Aerial (F&I)	LF	\$ 2.35
GR-3-2	FO Cable 24F, SM, LT, Aerial (F&I)	LF	\$ 2.50
GR-3-3	FO Cable 48F, SM, LT, Aerial (F&I)	LF	\$ 2.75
GR-3-4	FO Cable 96F, SM, LT, Aerial (F&I)	LF	\$ 3.45
GR-3-5	FO Cable 144F, SM, LT, Aerial (F&I)	LF	\$ 3.95
GR-3-6	FO Cable 12F, SM, ADSS, Aerial (F&I)	LF	\$ 3.25
GR-3-7	FO Cable 24F, SM, ADSS, Aerial (F&I)	LF	\$ 3.45
GR-3-8	FO Cable 48F, SM, ADSS, Aerial (F&I)	LF	\$ 4.15
GR-3-9	FO Cable 96F, SM, ADSS, Aerial (F&I)	LF	\$ 5.85
GR-3-10	FO Cable 144F, SM, ADSS, Aerial (F&I)	LF	\$ 7.90
GR-3-11	FO Cable 12F, SM, LT, UG (F&I)	LF	\$ 2.35
GR-3-12	FO Cable 24F, SM, LT, UG (F&I)	LF	\$ 2.50
GR-3-13	FO Cable 48F, SM, LT, UG (F&I)	LF	\$ 2.75
GR-3-14	FO Cable 96F, SM, LT, UG (F&I)	LF	\$ 3.45
GR-3-15	FO Cable 144F, SM, LT, UG (F&I)	LF	\$ 3.95
GR-3-16	FO Cable 12F, SM, Drop Cable (F&I)	LF	\$ 3.50
GR-3-17	FO Cable 12F, MM, LT, UG (F&I)	LF	\$ 7.15
GR-3-18	FO Cable 24F, MM, LT, UG (F&I)	LF	\$ 7.25
GR-3-19	FO Cable 48F, MM, LT, UG (F&I)	LF	\$ 11.95
GR-3-20	FO Cable 96F, MM, LT, UG (F&I)	LF	\$ 21.50
GR-3-21	FO Cable 144F, MM, LT, UG (F&I)	LF	\$ 23.75
Fiber Optic Cable - ISP		Per	Unit Price
GR-3-22	FO Cable 12F, SM, Riser (F&I)	LF	\$ 4.35
GR-3-23	FO Cable 24F, SM, Riser (F&I)	LF	\$ 4.95
GR-3-24	FO Cable 48F, SM, Riser (F&I)	LF	\$ 8.25
GR-3-25	FO Cable 96F, SM, Riser (F&I)	LF	\$ 12.50
GR-3-26	FO Cable 144F, SM, Riser (F&I)	LF	\$ 19.00
GR-3-27	FO Cable 12F, SM, Plenum (F&I)	LF	\$ 4.80
GR-3-28	FO Cable 24F, SM, Plenum (F&I)	LF	\$ 5.50
GR-3-29	FO Cable 48F, SM, Plenum (F&I)	LF	\$ 11.00
GR-3-30	FO Cable 96F, SM, Plenum (F&I)	LF	\$ 16.25
GR-3-31	FO Cable 144F, SM, Plenum (F&I)	LF	\$ 20.50
GR-3-32	FO Cable 12F, MM, Riser (F&I)	LF	\$ 5.35
GR-3-33	FO Cable 24F, MM, Riser (F&I)	LF	\$ 7.65
GR-3-34	FO Cable 48F, MM, Riser (F&I)	LF	\$ 8.00
GR-3-35	FO Cable 96F, MM, Riser (F&I)	LF	\$ 11.75
GR-3-36	FO Cable 144F, MM, Riser (F&I)	LF	\$ 34.25
GR-3-37	FO Cable 12F, MM, Plenum (F&I)	LF	\$ 5.60
GR-3-38	FO Cable 24F, MM, Plenum (F&I)	LF	\$ 8.95
GR-3-39	FO Cable 48F, MM, Plenum (F&I)	LF	\$ 19.00
GR-3-40	FO Cable 96F, MM, Plenum (F&I)	LF	\$ 23.75
GR-3-41	FO Cable 144F, MM, Plenum (F&I)	LF	\$ 32.75

EXHIBIT "D"

Addendum 1 Bid Form

Bidder Name: *Precision Contracting Services Inc.*

Group 3, continued			
Fiber Optic Cable - Preterm Drops		Per	Unit Price
GR-3-42	FO Cable 6F, SM, Preterm ST, 150' W/Housing (F&I)	EA	\$ 1,325.00
GR-3-43	FO Cable 12F, SM, Preterm ST, 150' W/Housing (F&I)	EA	\$ 1,725.00
GR-3-44	FO Cable 6F, SM, Preterm ST, 150' W/Coupler (F&I)	EA	\$ 1,225.00
GR-3-45	FO Cable 12F, SM, Preterm ST, 150' W/Coupler (F&I)	EA	\$ 1,625.00
Fiber Optic Splicing Terminations - ISP		Per	Unit Price
GR-3-46	FO Splice-Term. Cabinet, 12F, Wall/Rack (F&I)	EA	\$ 1,425.00
GR-3-47	FO Splice-Term. Cabinet, 12F, Wall/Rack (F only)	EA	\$ 595.00
GR-3-48	FO Splice-Term. Cabinet, 24F Wall/Rack (F&I)	EA	\$ 2,475.00
GR-3-49	FO Splice-Term. Cabinet, 24F Wall/Rack (F only)	EA	\$ 965.00
GR-3-50	FO Splice-Term. Cabinet, 48F Wall/Rack (F&I)	EA	\$ 4,595.00
GR-3-51	FO Splice-Term. Cabinet, 48F Wall/Rack (F only)	EA	\$ 1,365.00
GR-3-52	FO Term. Housing, 96F Wall/Rack (F&I)	EA	\$ 8,895.00
GR-3-53	FO Term. Housing, 96F Wall/Rack (F only)	EA	\$ 2,465.00
GR-3-54	FO Splice Housing 48-144F (F&I)	EA	\$ 10,895.00
GR-3-55	FO Splice Housing 48-144F (F only)	EA	\$ 3,100.00
GR-3-56	FO Ter. Housing, 96F Wall/Rack (F&I)	EA	\$ 8,435.00
GR-3-57	FO Ter. Housing, 96F Wall/Rack (F only)	EA	\$ 2,500.00
GR-3-58	FO Cable Prep, Fanout Kit, Buffer 6F (F&I)	EA	\$ 75.00
GR-3-59	FO Cable Prep, Fanout Kit, Buffer 6F (F only)	EA	\$ 26.50
GR-3-60	FO Cable Prep, Fanout Kit, Buffer 12F (F&I)	EA	\$ 85.00
GR-3-61	FO Cable Prep, Fanout Kit, Buffer 12F (F only)	EA	\$ 35.25
GR-3-62	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F&I)	EA	\$ 125.00
GR-3-63	FO Cable Prep, Fanout Kit, Spider 12F SM/MM (F only)	EA	\$ 77.25
GR-3-64	FO Connector, ST, MM, Unicam (F&I)	EA	\$ 75.00
GR-3-65	FO Connector, ST, MM, Unicam (F only)	EA	\$ 21.75
GR-3-66	FO Connector, ST, SM, Unicam (F&I)	EA	\$ 75.00
GR-3-67	FO Connector, ST, SM, Unicam (F only)	EA	\$ 21.75
GR-3-68	FO Connector, SC, SM, Unicam (F&I)	EA	\$ 75.00
GR-3-69	FO Connector, SC, SM, Unicam (F only)	EA	\$ 21.75
GR-3-70	FO Jumper, Duplex ST-ST, SM, 10' (F Only)	EA	\$ 27.15
GR-3-71	FO Jumper, Duplex ST-SC, SM, 10' (F Only)	EA	\$ 27.15
GR-3-72	FO Jumper, Duplex ST-LC, SM, 10' (F Only)	EA	\$ 27.15
GR-3-73	FO Jumper, Duplex ST-FC, SM, 10' (F Only)	EA	\$ 35.85
GR-3-74	FO Jumper, Duplex SC-SC, SM, 10' (F Only)	EA	\$ 27.15
GR-3-75	FO Jumper, Duplex SC-LC, SM, 10' (F Only)	EA	\$ 27.15
GR-3-76	FO Jumper, Duplex ST-ST, MM, 10' (F Only)	EA	\$ 26.50
GR-3-77	FO Jumper, Duplex SC-SC, MM, 10' (F Only)	EA	\$ 26.50

EXHIBIT "D"

Addendum 1 Bid Form

Bidder Name:

Precision Contracting Services, Inc.

Group 3 - Continued			
Fiber Optic Splicing Terminations - OSP		Per	Unit Price
GR-3-78	FO Splice Closure 12F, Aerial/UG (F&I)	EA	\$ 2,425.00
GR-3-79	FO Splice Closure 12F, Aerial/UG (F only)	EA	\$ 345.00
GR-3-80	FO Splice Closure 24F, Aerial/UG (F&I)	EA	\$ 2,945.00
GR-3-81	FO Splice Closure 24F, Aerial/UG (F only)	EA	\$ 425.00
GR-3-82	FO Splice Closure 48F, Aerial/UG (F&I)	EA	\$ 3,925.00
GR-3-83	FO Splice Closure 48F, Aerial/UG (F only)	EA	\$ 500.00
GR-3-84	FO Splice Closure 96F, Aerial/UG (F&I)	EA	\$ 7,685.00
GR-3-85	FO Splice Closure 96F, Aerial/UG (F only)	EA	\$ 675.00
GR-3-86	FO Closure Reentry Kit, Cable Prep (F&I)	EA	\$ 475.00
GR-3-87	Splice Tray, Fusion Heatshrink, 12F, 12" (F&I)	EA	\$ 50.00
GR-3-88	Splice Tray, Fusion Heatshrink, 12F, 12" (F only)	EA	\$ 42.00
GR-3-89	Splice Tray, Fusion Heatshrink, 24F, 12" (F&I)	EA	\$ 85.00
GR-3-90	Splice Tray, Fusion Heatshrink, 24F, 12" (F only)	EA	\$ 72.00
GR-3-91	Fusion Splice Heat Shrink <.1db OSP includes pigtail as needed (F&I)	EA	\$ 38.00
GR-3-92	OTDR Test Any Wavelength Bare Fiber FOSC (I only)	EA	\$ 15.00
OSP Construction - Aerial		Per	Unit Price
GR-3-93	Messenger Cable 1/4" (F&I)	LF	\$ 2.75
GR-3-94	Remove Messenger Cable 1/4" (I Only)	LF	\$ 1.00
GR-3-95	Pole Attach Loose Tube W/J-Hook Concrete (F&I)	EA	\$ 175.00
GR-3-96	Pole Attach Loose Tube W/J-Hook Wood (F&I)	EA	\$ 150.00
GR-3-97	Place Pole Riser 2" GRS (F&I)	LF	\$ 20.00
GR-3-98	Place Riser U-Guard To 20' (F&I)	LF	\$ 20.00
GR-3-99	Place 2" Riser Sealing Bushing 1-3 Hole (F&I)	EA	\$ 25.00
GR-3-100	Place 2" Riser Heatshrink (F&I)	EA	\$ 175.00
GR-3-101	Wood Pole 45' Utility For CCTV (F&I)	EA	\$ —
GR-3-102	Prestressed Conc Pole 70' Utility For CCTV (F&I)	EA	\$ —

EXHIBIT "D"

Addendum 1 Bid Form

Bidder Name:

Precision Contracting Services Inc.

Group 4		Per	Unit Price
Multi-Pair Cables			
GR-4-1	Cat 6 Plenum Enhanced (avg 150) (F&I)	LF	\$ 4.45
GR-4-2	Cat 6 Plenum Enhanced (avg 150) (F only)	LF	\$ 0.65
GR-4-3	Cat 6 PVC Enhanced (avg 150) (F&I)	LF	\$ 4.25
GR-4-4	Cat 6 PVC Enhanced (avg 150) (F only)	LF	\$ 0.50
GR-4-5	Cat 5E 25 Pair PVC Plenum (F&I)	LF	\$ 11.50
GR-4-6	Cat 5E 25 Pair PVC Riser (F&I)	LF	\$ 5.65
GR-4-7	Cat 5E 25 Pair PE 89 OSP (F&I)	LF	\$ 4.50
GR-4-8	Face Plate 1 Gang Surface or Flush (F&I)	EA	\$ 11.65
GR-4-9	Face Plate 2 Gang Surface or Flush (F&I)	EA	\$ 21.00
GR-4-10	Cat 6 Jacks RJ45 568A/B 1 Port Data (F&I)	EA	\$ 25.00
GR-4-11	Cat 6 Jacks RJ45 568A/B 2 Port Data/Voice (F&I)	EA	\$ 37.00
GR-4-12	Cat 6 Patch Panel Wall Mount 24 Port (F&I)	EA	\$ 460.00
GR-4-13	Cat 6 Patch Panel Rack Mount 48 Port (F&I)	EA	\$ 790.00
GR-4-14	Cat 6 Patch Panel Rack Mount 96 Port (F&I)	EA	\$ 1,335.00
GR-4-15	Wire Management Panel 19"x1.75" (F&I)	EA	\$ 75.00
GR-4-16	Wire Management Panel 19"x5.25" (F&I)	EA	\$ 90.00
GR-4-17	Cat 6 Patch Cords RJ45 1-6' Standard (F&I)	EA	\$ 12.50
GR-4-18	Cat 5E Punch Block 110 25 Pair (F&I)	EA	\$ 325.00
GR-4-19	Cat 5E Punch Block 66 25 Pair (F&I)	EA	\$ 275.00
GR-4-20	Cat 6 CU Drop Certification Test (F&I)	EA	\$ 10.00
GR-4-21	Cable Support Brackets, Bridle Rings (F&I)	UNIT	\$ 12.50
GR-4-22	Cable Raceway, Surface Mount Per Drop (F&I)	DROP	\$ 125.00
GR-4-23	Conduit, EMT 2" W/ All Fittings (F&I)	LF	\$ 24.00
GR-4-24	Conduit, EMT Fire Sleeve 2" (F&I)	EA	\$ 250.00
GR-4-25	Conduit, EMT Fire Sleeve 4" (F&I)	EA	\$ 350.00
GR-4-26	Cable Tray 12" Ladder Alum Black (F&I)	LF	\$ 39.50
GR-4-27	Cable Tray, 12", Misc. Hardware (F&I)	LF	\$ 7.75
GR-4-28	EIA Rack Wall Mt Hinged 19"x36" (F&I) (Bldg Entry)	EA	\$ 1,275.00
GR-4-29	EIA Rack Free Standing 19"x84" (F&I)	EA	\$ 845.00
GR-4-30	Cable Management Kit Horizontal (F&I)	EA	\$ 175.00
GR-4-31	Cable Management Kit Vertical (F&I)	EA	\$ 295.00
GR-4-32	EIA Cabinets 19"x84"x30" Complete (F&I)	EA	\$ 6,620.00

Item Code	Group 5	Per	Unit Price
	NexusWorx Application – Fiber Documentation		
GR-5-1	NexusWorx Fiber Optic Data Entry Support Services	HR	\$ 150.00

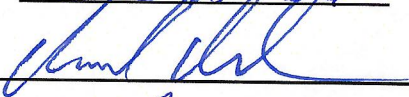
Will your company extend these prices to other governmental agencies within the State of Florida?

Yes ☒No ☐

EXHIBIT "D"

Addendum 1 Bid Form

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Company Name: Precision Contracting Services Inc.
Company Address: 15834 Guild Court
City, State Jupiter, Florida Zip Code 33478
Telephone: (561) 743 9737 Fax: (561) 743 8775
E-mail: BBoyd@pcs-fiber.com
Business Tax Receipt Number: 27518256 FEIN Number: 59-3057681
Authorized Signature:  Date: 7/24/23
Name: Brandon L. Boyd Title: Vice President
(Type / Printed)

Qualifications Questionnaire

1. How many years has your firm been providing the services requested in this bid? 32
2. State of Florida Registration Number(s), if applicable 512602
3. Indian River County Competency Card number(s), if applicable: N/A
4. Number of employees "on the job" each week: TBD as required
5. Address of local office that will respond to calls for emergency service:
9035 17th Place, Vero Beach, FL 32966
- Maximum time to respond to emergency service call: 2 hours
6. Number of employees (installers, splicers, technicians) that live or are dispatched within 50 miles of Indian River County: 10

7. Provide a minimum of three (3) references for related projects.

Agency/Firm Name: Palm Beach County, Florida
 Address: 301 N. Olive Ave., WPB, FL 33401
 Contact Name: Mike Butler Title: Director Network Services
 E-Mail: mbutler@pbcgov.org Phone: (561) 922-0850
 Services Provided: Fiber optic repairs, installations, design and maintenance of Countywide network.
 Dates of Service: 2010-2023 Number of staff assigned 15
 Average hours per staff member 20 Hrs/Week

Agency/Firm Name: Martin County, Florida
 Address: 2401 SE Monterey, Stuart, FL 34996
 Contact Name: Russ Norvell Title: IT Manager
 E-Mail: Rnorvell@martin.fl.us Phone: (872)-931-6008
 Services Provided: Fiber optic maintenance services Countywide install, repair and maintain County Network
 Dates of Service: 2010-2024 Number of staff assigned 15
 Average hours per staff member 10 Hrs/WK.

EXHIBIT "D"

2023056 Annual Bid for Fiber - Rebid

Agency/Firm Name: City of Port St. Lucie, FL
 Address: 121 SW Port St. Lucie Blvd, PS, FL 34984
 Contact Name: Bill Jones Title: Chief Information Officer
 E-Mail: jonesb@cityofpsl.com Phone: 772-344-4449
 Services Provided: Fiber Design, permit, planning, locates, install, splice, terminate, test, troubleshoot, mapping, repairs
 Dates of Service: 2002 - 2023 Number of staff assigned: 10
 Average hours per staff member: 10 hrs/wk

Agency/Firm Name: Fort Pierce Utilities Authority
 Address: 206 S Sixth St, Ft. Pierce, FL 34950
 Contact Name: Jason Mittler Title: FPUA Net Mgr.
 E-Mail: jmittler@fpu.com Phone: 772-466-1600 ext 339
 Services Provided: install fiber optic cable, conduit and splicing
 Dates of Service: 2006 - 2023 Number of staff assigned: 8
 Average hours per staff member: 10 hrs/week

* ALSO * Agency: IRC; contact: Dan Russell; PS provided fiberoptic repairs
 8. Key Personnel (include RCCD, if employed by your firm):

Name	Role/Title	License Number	Years with Firm
Bruce Boyd	RCCD	21142 R	32
David Morris	Project Mgr.	Fiber Optic Cert.	2
John Roman	DSP Superintendent	Fiber Optic Cert.	11
Jacob Rosendahl	Fiber Tech	FO. Cert.	2
Lee Hoffman	Fiber Installer	FO. Cert.	8
Jason McManahan	Foreman, FO. Install.	FO. Cert.	1
Arvon Urechols	Lead Fiber Tech	FO. cert.	6
Alex Ruiz	Fiber Opt. Tech	FO. Cert.	1
Jeff Bayles	Proj. Mgr., Superintendent	FO. Cert.	30
Sean Tighe	Proj. mgr.	FO. Cert.	4

EXHIBIT "D"

2023056 Annual Bid for Fiber - Rebid

9. Subcontractors (include RCCD, if provided by subcontractor):

Type of Work	Subcontractor Name/Address	License Number
Underground	Lazarus Group	0UC1224718
Underground	K3 Directional Drill	COC 1526 929
Underground	Export Drill, LLC	0UC1224625

10. Date Registered with e-Verify.gov: 11/13/10

11. Have you ever failed to complete work awarded to you: ☐ Yes ☒ No

If so, where and why? NIA

12. List all ligation cases during the past three (3) years in which the Contractor has been a named party. Use additional sheets, as necessary.

Year filed	Case number	Venue	Description
None	NIA	NIA	NIA

13. Provide a general overview of your firm, it's general capabilities, and history:

PCS is a multi Faceted professional services firm providing Design, Installation, Maintenance & asset management services for Fiber optic communication Infrastructures and Low Voltage Applications. Incorporated in 1990, PCS offers Fiber Optic Cable services, CAD Draftsman, installers, and technicians w/ Bicsi Certifications to support Fiber networks and ITS, LAN, and WAN. PCS maintains the Fiber Optic Networks for several County and City-owned networks.

Attach FDOT Prequalification memo, W-9, and evidence of insurance to this form.

DRUG-FREE WORKPLACE CERTIFICATION

(Please include this form with your bid)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
Precision Contracting Services, Inc. does:
(Name of Business)

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 Section 287.087.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Precision Contracting Services, Inc.
Company Name

[Signature]
Bidder's Signature

Date: 7/24/23

EXHIBIT "D"

2023056 Annual Bid for Fiber - Rebid

SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2023056
for Annual Bid for Fiber

2. This sworn statement is submitted by: Precision Contracting Services, Inc.
(Name of entity submitting Statement)

whose business address is:

15834 Guild Ct., Jupiter, FL. 38478

and its Federal Employer Identification Number (FEIN) is 59-3057681

3. My name is Brandon K. Boyd
(Please print name of individual signing)

and my relationship to the entity named above is Vice President

4. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the

EXHIBIT "D"

2023056 Annual Bid for Fiber - Rebid

entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
--------------------------------	--	--------------

N/A

[Signature]
(Signature)

7/24/23
(Date)

STATE OF Florida

COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 24 day of July, 2023, by Brandon L. Boyd (name of person making statement).

[Signature]
(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

☒ who is personally known to me or ☐ who has produced _____ as identification.



CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

(This form **MUST** be completed and submitted with your bid)

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

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

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

Name of Respondent:

Precision Contracting Services, Inc.

By:

(Authorized Signature)

Brandon K. Boyd

Title:

Vice President

Date:

7/24/23

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(This form MUST be completed and submitted with your bid)

The undersigned Contractor 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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. 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, Precision Contracting 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

Brandon K. Boyd Vice President
Name and Title of Contractor's Authorized Official

7/24/23
Date

Indian River County Fiber Infrastructure Non-Disclosure Acknowledgement

(This form must be completed and submitted with your bid)

The undersigned hereby acknowledges that pursuant to section 119.071(3), Florida Statutes, security system plans, which include records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems; threat assessments conducted by Indian River County or any private entity; threat response plans; emergency evacuation plans; sheltering arrangements; or manuals for security personnel, emergency equipment, or security training are confidential and exempt from Florida's Public Records Law. Additionally, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by Indian River County including Indian River County's fiber infrastructure are also confidential and exempt from Florida's Public Records Law.

Therefore, as provided under State law, the undersigned acknowledges and agrees not use any such information described above for any reason other than as expressly authorized in writing by Indian River County. The undersigned further acknowledges that such information will not be disclosed or made available, directly or indirectly, to any other person or entity without Indian River County's express written consent, except as such disclosure may be required by Florida law. In the event such disclosure is required by Florida law, the undersigned acknowledges and agrees to provide Indian River County with adequate notice in order to allow Indian River County to seek a protective order to preserve the secrecy of such information.

Undersigned hereby declares that the terms of this Fiber Infrastructure Non-Disclosure Acknowledgement have been completely read and are fully understood including the right to retain counsel to review this Fiber Infrastructure Non-Disclosure Acknowledgement. The undersigned knowingly and voluntarily accepts and agrees to abide by the terms of this Fiber Infrastructure Non-Disclosure Acknowledgement.

In witness whereof, undersigned hereto sets my hand(s) and seal(s):

Brandon V. Boyd
(Printed Name)

Signature

Date

Vice President
(Title)

Precision Contracting Svc., Inc.
(Company Name)

WITNESS:

Laura Rix
(Printed Name)

Signature

Date

EXHIBIT "D"

2022 - 2023 LOCAL BUSINESS TAX

INDIAN RIVER COUNTY, FLORIDA

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

TYPE OF BUSINESS 275 MISCELLANEOUS

BUSINESS ADDRESS 9035 17TH PL
VERO BEACH, FL 32960

NAME PRECISION CONTRACTING SERVICES INC ,
MAILING BOYD, CINDY PRES BOYD, SARA SEC
ADDRESS 15834 GUILD CT
JUPITER, FL 33478

ACCOUNT # 17502
RECEIPT # 27518256.000
EXPIRES SEPTEMBER 30, 2023

AMOUNT	40.00
PENALTY	0.00
TRANSFER	0.00
TOTAL	40.00

This receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health and any other lawful authority. Owner must notify the Tax Collector's Office of any changes in business name, ownership, location address or mailing address.

CAROLE JEAN JORDAN, CFC
TAX COLLECTOR
INDIAN RIVER COUNTY, FLORIDA

Paid 07/19/2022 40.00

182-00000133



Welcome
Mary Copeland

≡ MENU

Company Information

Company Name
Precision Contracting Services, Inc.

Company ID Number
296105

Doing Business As (DBA) Name
--

DUNS Number
781999099

Physical Location

Address 1
15834 Guild Court

Address 2
--

City
Jupiter

State
FL

Zip Code
33478

County
PALM BEACH

Mailing Address

Address 1
--

Address 2
--

City

<https://e-verify.uscis.gov/web/EmployerWizard.aspx>

6/19/2019

--

State

--

Zip Code

--

Additional Information

Employer Identification Number

593057681

Total Number of Employees

100 to 499

Parent Organization

--

Administrator

--

Organization Designation

Employer Category

Federal Contractor with FAR E-Verify Clause

Federal Contractor Category

None of these categories apply

Employees Being Verified

Entire workforce (all new hires and all existing employees throughout the entire company)

[View / Edit](#)

NAICS Code

238 - SPECIALTY TRADE CONTRACTORS

[View / Edit](#)

Total Hiring Sites

5

[View / Edit](#)

Total Points of Contact

3

[View / Edit](#)

[View Original MOU Template](#)

EXHIBIT "D"



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

February 7, 2023

PRECISION CONTRACTING SERVICES, INC.
15834 GUILD COURT
JUPITER, FLORIDA 33478

RE: CERTIFICATE OF QUALIFICATION

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

FDOT APPROVED WORK CLASSES:

COMPUTERIZED TRAFFIC CONTROL, ELECTRICAL WORK, INTELLIGENT TRANSPORTATION SYSTEMS, ROADWAY SIGNING, TRAFFIC SIGNAL, NAVIGATION LIGHTING, FIBER OPTIC CABLE INSTALLATION, SPLICING & TESTING, ACCESS CONTROL SYSTEMS, CCTV, VIDEO AND FENCE DETECTION

Unless notified otherwise, this Certificate of Qualification will expire **3/30/2024**.

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](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 II, Prequalification Supervisor,
Contracts Administration Office

JT:cg

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

EXHIBIT "D"

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

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.

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

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) ►

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.
15834 Guild Court

6 City, state, and ZIP code
Jupiter, Florida 33478

7 List account number(s) here (optional)

8 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

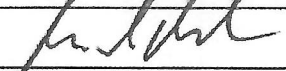
5	9	-	3	0	5	7	6	8	1
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ► **1/10/23**

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.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)



EXHIBIT "D"

PRECCON-04

CSUSCHECK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2022

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 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 Stahl Morse & Associates 1000 Wekiva Springs Road Longwood, FL 32779	CONTACT NAME: PHONE (A/C, No, Ext): (407) 869-4200 FAX (A/C, No): (407) 862-7656 E-MAIL ADDRESS: certs@stahlinsurance.com														
INSURED Precision Contracting Services, Inc. 15834 Guild Court Jupiter, FL 33478	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: National Fire Insurance Company Of Hartford</td><td>20478</td></tr><tr><td>INSURER B: Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER C: The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER D: Indian Harbor Insurance Co</td><td>36940</td></tr><tr><td>INSURER E: Travelers Casualty and Surety Company of America</td><td>31194</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Insurance Company Of Hartford	20478	INSURER B: Valley Forge Insurance Company	20508	INSURER C: The Continental Insurance Company	35289	INSURER D: Indian Harbor Insurance Co	36940	INSURER E: Travelers Casualty and Surety Company of America	31194	INSURER F:	
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INSURER D: Indian Harbor Insurance Co	36940														
INSURER E: Travelers Casualty and Surety Company of America	31194														
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 SUBR INSD 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:		7011669505	9/30/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BAU 6079783715	9/30/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		CUE 6079783732	9/30/2022	10/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	☒ 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	WC 679783729	9/30/2022	10/1/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Pollution Liability		PEC003899410	9/30/2022	10/1/2023	\$2mm Occ/\$4MM Agg 15,000
E	Cyber Liability		107718235	10/1/2022	10/1/2023	Cyber 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contractors Equipment, XL Specialty Insurance Company, UM00101191MA22A, Eff 12/31/21 12/31/22, Limit: \$300,000
Installation Floater, XL Specialty Insurance Company, UM00101191MA22A, Eff 12/31/21-12/31/22, Jobsite Limit: \$3,500,000/ Transit/Temp storage Limit \$1,000,000

Professional Liability PEC003899408 Indian Harbor Insurance Co Eff: 12/31/20-12/31/21 \$2mm Occ/\$4MM Agg Limit \$15,000

CERTIFICATE HOLDER

CANCELLATION

Precision Contracting Services, Inc.
15834 Guild Court
Jupiter, FL 33478

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

ACORD 25 (2016/03)

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE SPECIALTY ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AS A LIMITED ENERGY SYSTEMS SPECIALIST

BOYD, BRANDON K

PRECISION CONTRACTING SERVICES, INC.
15834 GUILD COURT
JUPITER FL 33478

LICENSE NUMBER: ES12001801

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



BOYD, BRANDON K
PRECISION CONTRACTING SERVICES, INC.
15834 GUILD COURT
JUPITER FL 33478

LICENSE NUMBER: EC13009874

EXPIRATION DATE: AUGUST 31, 2024

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This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Department of State

I certify from the records of this office that PRECISION CONTRACTING SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on November 14, 1990.

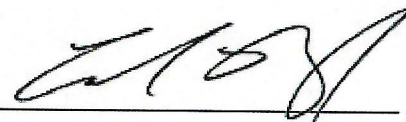
The document number of this corporation is S12602.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 2, 2023, 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 Second day of March, 2023*




Secretary of State

Tracking Number: 5609363856CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Exhibit “E”
City of Mount Dora
Contractor Insurance Requirements



CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)
5/5/2024

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: Stahl Morse & Associates A Higginbotham Insurance Agency, LLC Partner 1000 Welkita Springs Road Longwood FL 32779	CONTACT NAME: PHONE (A/C, H, Ext): 407-869-4200 FAX (A/C, H, Ext): 407-862-7656 E-MAIL ADDRESS: certs@stahlinsurance.com
INSURED: Precision Contracting Services, Inc. 15834 Guild Court Jupiter FL 33478	INSURER(S) AFFORDING COVERAGE: INSURER A: Amerisure Insurance Company NAC # 19488 INSURER B: Amerisure Mutual Insurance Company 23396 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER: 265210538	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.		

FORM LINE	TYPE OF INSURANCE	ACORD NO.	INSURER NO.	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 ☒ PRO- JECT ☐ LOC ☐ OTHER	Y	Y	BL2124285001	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any date pending) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOD AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE D AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	CA2124286002	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	☒ UMBRELLA LIA ☐ EXCESS LIA DED RETENTION \$ ☐ CLAIMS-MADE	Y	Y	CU2124287003	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYER LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WC2124284001	10/1/2023	10/1/2024	☒ PER STATUTE ☐ OTH- ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PCS Job #16120
30 days notice of cancellation will be provided.
Additional Insured status including Products and Completed Operations and Primary and Non-Contributory is automatically provided for City of Mount Dora where required by written contract subject to the provisions of endorsement CG7324 0323 for General Liability coverage.
See Attached...

CERTIFICATE HOLDER City of Mount Dora Florida 510 N. Baker Street Mount Dora FL 32757	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 Signature: 
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510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: August 20, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Task Authorization with Faden Builders, Inc. for Installation of a Diesel Generator at WWTP#1

Introduction:

This is a request for Council to approve a task authorization with Faden Builders, Inc. to provide equipment, materials, and labor to install a new 40kW diesel generator at Wastewater Treatment Plant #1 (WWTP#1).

Discussion:

The generator is intended to provide backup power at the WWTP#1 main office in the event of a power outage, especially during extreme weather events such as hurricanes. The cost of the generator is supported by a grant from FEMA. FEMA is encouraging communities to harden their critical infrastructure against damage due to disaster events by providing grant funding.

It is anticipated that the time necessary for Faden to complete this assignment will exceed the time remaining on their current contract. Staff plans to present a contract extension agreement specific to this project for Council approval fall 2024, prior to contract expiration date.

Budget Impact:

The total cost for the project is \$121,195.73 and funded under GL#425-5555-580.63-01-WW2425 (Grant Code GWW2425A).

Strategic Impact:

- Objective 2.4. Sustain City Infrastructure
- Objective 3.1. Identify and seek funding sources
 - 3.1.1. Pursue federal, state, and local grants to fund city department technology, studies, and projects

Recommendation:

Council approve a task authorization with Faden Builders, Inc. to provide equipment, materials, and labor to install a new 40kW diesel generator at Wastewater Treatment Plant #1 (WWTP#1).

Attachment(s):

1. TA_WWTP1-Generator_TF

Prepared by: GEORGE MAREK, Public Works Director
Reviewed by: GEORGE MAREK, Public Works Director
Matthew Dodson, Budget Officer
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/7/2024
Approved - 8/8/2024
Approved - 8/14/2024
Approved - 8/14/2024
Final Approval - 8/14/2024

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Faden Builders, Inc. (Contractor) and the City of Mount Dora, approved under Resolution dated 2020-24 April 7, 2020 with Amendment 1 dated March 22, 2023, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Name: WWTP 1 Generator
Project Amount: \$121,195.73 (see exhibit F)
Budget Account Number: 425-5555-580.63-01- WW2425 (Grant Code GWW2425A)
City Project Manager: Johnny Reynolds
Contractor: Faden Builders, Inc.
Contractor Project Manager: Philip Rapalje

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

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

- Exhibit A – Scope of Work
- Exhibit B – Sub-Contractors
- Exhibit C – Schedule
- Exhibit D – Compensation
- Exhibit E – Electric Estimate
- Exhibit F – Cost Breakdown

Contractor's scope of work, sub-contractors, schedule, and compensation details are attached.

Recommended By:

Print: George Marek

Date: 8/1/2024

Signature: 

Reviewed By:

Print: Johnny Reynolds

Date: 8-1-24

Signature: 

CONTRACTOR ACCEPTANCE

CITY APPROVAL

Print Name: TODD M. FADEN

Print Name:

Signature: 

Signature:

Date: 8/6/2024

Date:

Exhibit A – Scope of Work

Exhibit A: Scope of Work

1. General Conditions
 - a. Project Management and Supervision
 - b. Concrete slab engineering and permit
 - c. Mobilization/Demobilization
2. Site
 - a. Site layout and prep.
 - b. Grade and install up to 800sf of Bahia sod.
3. Concrete
 - a. Form and pour new concrete pad.
4. Electrical
 - a. Provide and install new Generac 40kW diesel generator and transfer switch (ODP).
 - b. Connect the 40kW generator and transfer switch to the water testing building.
 - c. Replace existing indoor panel inside the water testing building.
 - d. Replace feeders from outdoor trough to inside panel box.
 - e. Remove branch circuits from remote building and reconnect circuits to new indoor panel at water testing building.

Qualifications and Exclusions:

1. Work to be completed 1st shift, M-F, no overtime is included.
2. The scope is limited to the items listed in Exhibit A. Any other added scope items or items required by the AHJ for permitting are excluded and will require a change order.
3. Civil engineering is excluded.
4. Survey, if required, to be provided by owner.
5. Geotechnical testing/reports are excluded.
6. Dewatering is excluded.
7. Landscaping and irrigation are excluded.
8. Sod watering is excluded and is the responsibility of the owner.
9. Painting and staining are excluded.
10. Mount Dora Electric to upgrade the electrical service to the pole per the plans.
11. Generator fuel is excluded.

Exhibit B – Sub-Contractors

- 1) Marathon Electric
- 2) Tech Services

Exhibit C – Schedule

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

Proposed duration schedule:

- a) 26-28 weeks for material procurement, submittals and permitting
- b) 3 workdays for mobilization
- c) 10 workdays for layout, grading, concrete and generator installation
- d) 10 workdays for electrical
- e) 3 workdays for demobilization

Exhibit D – Compensation

1. General Conditions	\$ 11,534.52
2. Site	\$ 3,747.63
3. Concrete	\$ 4,029.21
4. Electrical	\$ 68,038.46

Subtotal	\$ 87,349.82
----------	--------------

General Liability Insurance	\$ 1,135.55
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Contingency (10%)	\$ 8,734.98
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Contractor's Fee	\$ 12,228.98
------------------	--------------

Permit Fee allowance	\$ 2,500.00
----------------------	-------------

Performance and Payment Bond	excluded
------------------------------	----------

Generator and transfer switch ODP	- \$ (41,400.00)
-----------------------------------	------------------

Guaranteed Maximum Price (GMP):	\$ 70,549.33
--	---------------------

The prices included in this proposal are valid for 60 days.

Exhibit E – Electric Estimate (Mount Dora Crews)

MATERIALS	Stock Number	Qty	Unit Cost	Sub-Total
	XXX-XX-XXXXX	0	\$0.00	\$0.00
25kv transformer	285-084-00003	1	\$3,620.00	\$3,620.00
Transformer pad	285-095-00018	1	\$284.08	\$284.08
#2 primary	280-080-00002	60	\$4.25	\$255.00
weatherhead	285-089-00006	1	\$7.55	\$7.55
2" conduit	285-019-00017	40	\$2.01	\$80.40
#2 terminator	285-091-00002	1	\$38.20	\$38.20
#2 loadbreak elbow	285-091-00001	1	\$40.95	\$40.95
Ø hole 350 blocks	285-092-00005	3	\$18.93	\$56.79
parking bushing	285-091-00011	1	\$29.65	\$29.65
dust cap	285-091-00010	1	\$19.47	\$19.47
outout	285-028-00001	1	\$91.13	\$91.13
arrester	285-003-00002	1	\$73.05	\$73.05
round ground	280-024-00002	10	\$1.69	\$16.90
t- bar	285-074-00006	1	\$31.53	\$31.53
				\$0.00
40' concrete pole	725-044-00007	1	\$1,319.30	\$1,319.30
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		TOTAL MATERIALS		\$5,944.00

EQUIPMENT	Qty	Hours	Rate	Sub-Total
Pick-up Truck - F250	0	0.0	\$22.64	\$0.00
Flatbed Truck - F350	0	0.0	\$25.46	\$0.00
Bucket Truck - Large	2	8.0	\$74.72	\$1,195.52
Bucket Truck - Small	0	0.0	\$51.99	\$0.00
Line Truck/Digger Derrick	1	4.0	\$87.80	\$351.20
Trencher	0	0.0	\$29.53	\$0.00
Trencher - Mini	0	0.0	\$18.91	\$0.00
Excavator	0	0.0	\$36.06	\$0.00
Air Compressor	0	0.0	\$20.98	\$0.00
		TOTAL EQUIPMENT		\$1,546.72

LABOR	Qty	Hours	Hours (Overtime)	Rate	Sub-Total
Line Crew Supervisor	0	0.0	0.0	\$81.00	\$0.00
Lead Line Technician	0	0.0	0.0	\$74.85	\$0.00
Line Technician	2	8.0	0.0	\$71.33	\$1,141.28
Electric Technician	0	0.0	0.0	\$73.32	\$0.00
Line Apprentice 1st Class	0	0.0	0.0	NA	NA
Line Apprentice 2nd Class	1	8.0	0.0	\$39.00	\$317.52
Line Apprentice 3rd Class	1	8.0	0.0	\$37.11	\$296.88
Electric Helper	0	0.0	0.0	\$29.07	\$0.00
			TOTAL LABOR		\$1,755.68

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

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

TOTAL PROJECT ESTIMATE	\$9,246.40
-------------------------------	-------------------

Exhibit F – Project Cost Breakdown

Faden Builders Proposal (outlined in exhibit D)	\$70,549.33
Generator & Transfer Switch (ODP Owner Direct Purchase, noted in exhibit D)	\$41,400.00
Electric Utility Upgrade (outlined in exhibit E)	\$9,246.40
Total:	\$121,195.73



7/8/2024

Faden Proposal No. 24-334

Johnny Reynolds
City of Mount Dora
510 N Baker Street
Mount Dora, Florida 32757

RE: WWTP#1 Generator Installation – 1111 Overhiser Road, Mount Dora

Scope Summary: Provide equipment, materials and labor to install a new 40kW diesel generator at WWTP#1.

Exhibit A: Scope of Work

1. General Conditions
 - a. Project Management and Supervision
 - b. Concrete slab engineering and permit
 - c. Mobilization/Demobilization
2. Site
 - a. Site layout and prep.
 - b. Grade and install up to 800sf of Bahia sod.
3. Concrete
 - a. Form and pour new concrete pad.
4. Electrical
 - a. Provide and install new Generac 40kW diesel generator and transfer switch (ODP).
 - b. Connect the 40kW generator and transfer switch to the water testing building.
 - c. Replace existing indoor panel inside the water testing building.
 - d. Replace feeders from outdoor trough to inside panel box.
 - e. Remove branch circuits from remote building and reconnect circuits to new indoor panel at water testing building.

Qualifications and Exclusions:

1. Work to be completed 1st shift, M-F, no overtime is included.
2. The scope is limited to the items listed in Exhibit A. Any other added scope items or items required by the AHJ for permitting are excluded and will require a change order.
3. Civil engineering is excluded.
4. Survey, if required, to be provided by owner.
5. Geotechnical testing/reports are excluded.
6. Dewatering is excluded.
7. Landscaping and irrigation are excluded.
8. Sod watering is excluded and is the responsibility of the owner.
9. Painting and staining are excluded.
10. Mount Dora Electric to upgrade the electrical service to the pole per the plans.
11. Generator fuel is excluded.

State Cert# CGC 060972

Mailing Address: 742 S Rossiter St. Mount Dora, FL 32757
Offices: 3390 E. Vista Blvd Lake Buena Vista, FL 32830 • 742 S Rossiter St, Mt Dora FL 32757
Phone: 352-735-9805 • Fax: 352-735-9806
www.FadenBuildersinc.com



Exhibit B: Price/GMP Breakdown

1. General Conditions	\$ 11,534.52
2. Site	\$ 3,747.63
3. Concrete	\$ 4,029.21
4. Electrical	\$ 68,038.46
Subtotal	\$ 87,349.82
General Liability Insurance	\$ 1,135.55
Contingency (10%)	\$ 8,734.98
Contractor's Fee	\$ 12,228.98
Permit Fee allowance	\$ 2,500.00
Performance and Payment Bond	excluded
Generator and transfer switch ODP	- \$ (41,400.00)
Guaranteed Maximum Price (GMP):	\$ 70,549.33

The prices included in this proposal are valid for 60 days.

Exhibit C: Basic Schedule

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

Proposed duration schedule:

- 26-28 weeks for material procurement, submittals and permitting
- 3 workdays for mobilization
- 10 workdays for layout, grading, concrete and generator installation
- 10 workdays for electrical
- 3 workdays for demobilization

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



Exhibit D: Construction Team

Owner's Representative: Chet Cramer (City of Mount Dora)
Construction Manager: Todd Faden (Faden Builders)

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Philip Rapalje
Site Superintendent: Chris Gartner
Staff Accountant: Helen Johnson
Safety Director: Andre Harris
Administrative Assistant: Nicole Rakes

Exhibit F: Sub-Contractors

Marathon Electric
Tech Services

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

Best regards,

PHILIP RAPALJE

Philip Rapalje
Faden Builders, Inc.



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

DATE: August 20, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval to Apply for and Accept the Florida Department of State Small-Matching Grant to Revise the Mount Dora Historic Design Guidelines

Introduction:

This is a request for City Council to apply for, and accept, a Small Matching Grant from the Florida Department of State to update the Mount Dora Historic Design Guidelines.

Discussion:

The Department of State, Division of Historical Resources, provides state and federal funds for historic preservation. The purpose of this program is to provide funding, in the form of grants, to assist local, regional and state-wide efforts to preserve significant historical and archaeological resources and to promote knowledge and appreciation of the history of Florida. Public entities such as counties or municipalities, school districts, state colleges or universities, agencies of state government and non-profit organizations are eligible Applicant Organizations. Small Matching grants provide a maximum grant award of \$50,000 depending on project type and an Applicant Organization is required to provide a 1:1 match except for Certified Local Governments (CLG), certified by the National Park Service and in good standing at the time of application. The City of Mount Dora is a CLG and in good standing, so there is no match requirement for this grant.

On April 26, 2023, the Mount Dora Historic Preservation Board met and directed staff to apply for a Small Matching Grant Application through the Division of Historical Resources to update the Mount Dora Historic Design Guidelines.

The current Historic Design Guidelines are from September 2001, and are lacking details on historically appropriate materials; design components of the different architectural styles; standards for infill commercial development; and information on the architectural styles which have become historic over the past twenty (20) years. As such, the Historic Preservation Board requested staff to apply for the Small-Matching Grant in order to have the guidelines updated. Adopted updated guidelines would benefit the City of Mount Dora by providing improved, comprehensive direction to the Historic Preservation Board when reviewing applications for a

Certificate of Appropriateness and to the citizens residing within the Mount Dora Historic Review Area.

Staff applied for the application on June 1, 2023. The grant period began on July 1, 2024, and runs until June 30, 2025. All grant activities must be completed within the Grant Period and all grant and match funds must be expended within the fiscal year appropriated. Once approved, staff will solicit a Request for Qualifications (RFQ) to contract with a firm to complete the work.

Budget Impact:

Certified Local Governments (CLGs) certified by the National Park Service and in good standing at the time of application are not required to provide a 1:1 match. As such, there is no impact to the budget.

Strategic Impact:

Implements Goal 1: Economic Development and Goal 4: Growth Management

Recommendation:

Council approve the application a Small Matching Grant issued by the Department of State to update the Mount Dora Historical Guidelines; approve the grant agreements; and authorize staff to begin the RFQ process.

Attachment(s):

1. Attachment #1 - HPB Support to apply for the Grant
2. Attachment #2 - Grant Application to DOS
3. Attachment #3 - Grant Agreement 25.h.sm.100.095 GAA

Prepared by: Michele Janiszewski, Senior Planner
Reviewed by: Michele Janiszewski, Senior Planner
Matthew Dodson, Budget Officer
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/8/2024
Approved - 8/9/2024
Approved - 8/14/2024
Approved - 8/14/2024
Final Approval - 8/14/2024



CITY OF
MOUNT
DORA

Someplace Special.

June 1, 2023

Division of Historical Resources
Florida Department of State
500 South Bronough Street
Tallahassee, Florida 32399-0250
Via Digital Upload to Application Portal

RE: Division of Historical Resources - Small Matching Grant Application
Mount Dora Historic Design Guidelines

To Whom it May Concern,

On April 26, 2023, the Mount Dora Historic Preservation Board met and directed staff to apply for Small Matching Grant Application through the Division of Historical Resources to update the Mount Dora Historic Design Guidelines.

The City of Mount Dora adopted its Historic Preservation Ordinance on February 4, 1997, and became a Certified Local Government through the Division of Historical Resources on April 20, 1998.

Our current Historic Design Guidelines are from September 2001 but are lacking details on historically appropriate materials; design components of the different architectural styles; standards for infill commercial development; and information on the architectural styles which have become historic over the past twenty (20) years. As such, the Historic Preservation Board requested staff to apply for the Small-Matching Grant in order to have the guidelines updated. Adopted updated guidelines would benefit the City of Mount Dora by providing improved, comprehensive direction to the Historic Preservation Board when reviewing applications for Certificate of Appropriateness and to the citizens residing within the Mount Dora Historic Review Area.

If you have any questions or need additional information, please do not hesitate to contact me at (352) 735-7112 or janiszewski@cityofmoundora.com.

Sincerely,

Michele Janiszewski

Michele Janiszewski, AICP
Senior Planner

Enclosure(s): Minutes from the April 26th Historic Preservation Board
Mount Dora Historic Design Guidelines



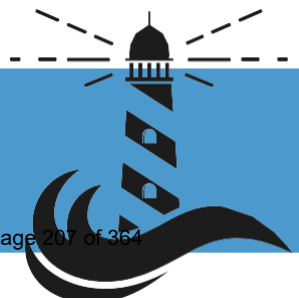
(352) 735-7100



www.CityofMountDora.com



510 N. Baker St. Mount
Dora, FL 32757



City of Mount Dora

Project Title: Mount Dora Historic Design Guidelines

Grant Number: 25,h.sm.100,095

Request Amount: \$50,000.00

A. Organization Information Page 1 of 9

Applicant Information

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

1. Designated Project Contact *

First Name

Michele

Last Name

Janiszewski

Phone 352.735.7100

Email janiszewskim@cityofmoundora.com

2. Authorized Official *

First Name

Patrick

Last Name

Comiskey

Phone 352.735.2100

Email CMOffice@cityofmoundora.com

3. Certified Local Governments (CLG) *

Only governmental entities that are Certified Local Governments (CLG) in good standing are eligible to receive Federal funds for the Survey, Planning, and National Register Nomination project categories. CLGs may also apply for state funds for projects in the Heritage Education category. No more than two (2) applications, one for federal funding and one for state funding, may be submitted under a single application deadline. If your CLG organization has multiple distinct budgetary units, each unit may submit an application pursuant to program guidelines; however, only two applications (as described here) may be submitted using the CLG designation and request a match waiver.

Are you submitting this application using the CLG designation as described above? What is a CLG?

☒ Yes☐ No**3.1. If yes, is this an application for federal or state funding?**☒ Federal (Survey, Planning, and National Register Nomination project types only)☐ State (Heritage Education projects only)**3.2. If yes, provide the following:**

State Senate: District 13. State House: District 26. U.S. House: District 6.

4. Florida-based Accredited Main Street Programs *

Are you an Active Florida-based Accredited Main Street community? Contact the state Main Street Office at FloridaMainStreet@dos.myflorida.com or 850.245.6345 with questions about your organization's status.

☐ Yes☒ No**5. Applicant Grant Experience and History****5.1. Has the applicant organization received previous grant assistance within the past five years from any source? ***☒ Yes☐ No**5.2. If yes, for the most recent grants (up to 20), specify the year of the grant award, grant number, grant project name, the granting entity, the grant award amount, and its current status. Make sure to include any grants awarded by the Division or other State grants.**

#	Previous Grant Year	Previous Grant Number.	Previous Grant Project Name	Previous Granting Entity	Previous Grant Amount	Open/Closed
1	2023	23.h.sc.100.090	23.h.sc.100.090	DOS	\$50,000	Open
2	2023	23.s.aa.900.051	African-American Cultural and Historical Grant	DOS	\$550,000	Open
3	2020	20.h.sm.200.111	Small Matchin (Historic Survey)	DOS	\$50,000	Closed

5.3. Has the applicant applied for additional grant assistance from other State or Federal funding sources, including from other divisions of the Department of State, for the same Scope of Work activities within the same fiscal year?☐ Yes☒ No**5.4. If yes, for the most recent grants (up to 20), application specify the grant project name, the granting entity, the grant program, the grant request amount, date of application, and its current status**

#	Grant Project Name	Granting Entity	Grant Program	Grant Request Amount	Date of Application	Current Status
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6. Proposed Project Team *

#	Name	Project Role Title	Email	Phone/Ext.
1	Michele Janiszewski	Senior Planner	janiszewskim@cityofmountdora.com	352.735.7100.____
2	Consultant	Consultant	janiszewskim@cityofmountdora.com	352.735.1700.____

7. Applicant staffing and hours *

Select the option that best describes your organization.

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

B. Project Information Page 2 of 9

1. Project Type *

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

☐ Survey Project

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

☒ Planning Project

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

☐ National Register Nominations Project

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

☐ Heritage Education Project

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

☐ Historical Marker Project

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

2. Project Title and Location Information

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

2.1. Project Title *

Mount Dora Historic Design Guidelines

2.2. Name of Property (If applicable)

NA

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

510 N Baker Street

2.4. City (location of the proposed project)

Mount Dora

2.5. Primary County (location of the proposed project) Lake

3. Physical Context of Resource (Maximum characters 500)*

Describe the physical context of the resource(s). Some questions to consider include: Is the property secluded? Or in an urban environment? What sort of resources are nearby? Where is the property in relation to historic districts or Main Street program areas?

The City of Mount Dora adopted its Historic Preservation Ordinance on February 4, 1997, and became a Certified Local Government through the Division of Historical Resources on April 20, 1998.

Our current Historic Design Guidelines are from September 2001 but are lacking details on historically appropriate materials; design components of the different architectural styles; standards for infill commercial development; and information on the architectural styles which have become historic over the past twenty (20) years.

C. Historical Significance Page 3 of 9

1. Historical Designation

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

1.1. Type of Historical Designation *

- ☒ National Register District - Contributing Resources
☒ Local Designated District - Contributing Resources

1.2. Historical Designation details

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

2. Historical Significance

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

The City of Mount Dora adopted its Historic Preservation Ordinance on February 4, 1997, which established a local Historic Review Area and became a Certified Local Government through the Division of Historical Resources on April 20, 1998. The Mount Dora Historic District was added to the National Register of Historic Places on October 1, 2009.

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

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

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

D. Project Specifics Page 4 of 9

1. Professional Services

All grantees are required to use the services of qualified professionals in order to carry out the scope of work of their projects (exception Historical Marker projects).

1.1. Funding professional services (select all that apply)*

- ☒ Professional services will be hired using grant funds or match (make sure to include those services in your scope of work and budget).
- ☐ Applicant will use the services of its existing professional staff (make sure to include them in the project team questions and attachments).

1.2. Professional services?*

- ☐ Yes
- ☒ No

1.3. If no services are to be hired and no staff services will be utilized for this purpose, will professional services be paid for outside of the grant (i.e with funds other than grant and match funds)?*

- ☒ No professional services will be used/utilized.

1.4. If no professionals are to be utilized, explain why. (Maximum characters 500)*

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

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

The Scope of Work will require the consultant to:

1. Review existing documents and complete digital photographic documentation of the character and context of the historic districts for use in preparing the updated guidelines.
2. Periodically discuss status or project with staff.
3. Solicit input from the Historical Presentation Board at the beginning of the project; present a draft product to the Board when nearing completion for input; and present final product to them upon completion.
4. Solicit input from the community and affected area by hosting a public meeting on the project, either in conjunction with a Historic Preservation Board meeting or a community meeting.
5. Prepare updated guidelines which: are consistent with the Secretary of the Interior's Standards; provides diagrams of the architectural styles with information on the pertinent design components; describes appropriate materials and styles for renovations; and other information as requested by staff in the formal scope of work.

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

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

#	Work Item	Starting Date	Ending Date
1	Consultant meets with staff and HPB	7/1/2024	7/31/2024
2	Consultant researches available studies and gathers information	8/1/2024	10/31/2024
3	Consultant Hosts Public Meeting	11/1/2024	12/31/2024
4	Consultant presents drafts to Staff and HPB for feedback	1/1/2025	3/31/2025

5 Consultant finalizes and presents final product to staff and HPB

4/1/2025

6/1/2025

4. Planning Projects

4.1. How will the product(s) be made available to others in the community? - (Maximum characters 500.)

Final products will be made available on the City's website

4.2. Local Protection *

☒ Local Ordinance Design Review

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

☐ Yes

☒ No

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

6. Need for Project (Maximum characters 1500.)

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

Our current Historic Design Guidelines are from September 2001 but are lacking details on historically appropriate materials; design components of the different architectural styles; standards for infill commercial development; and information on the architectural styles which have become historic over the past twenty (20) years. As such, the Historic Preservation Board requested staff to apply for the Small-Matching Grant in order to have the guidelines updated. Adopted updated guidelines would benefit the City of Mount Dora by providing improved, comprehensive direction to the Historic Preservation Board when reviewing applications for Certificate of Appropriateness and to the citizens residing within the Mount Dora Historic Review Area.

E. Budget and Match

Page 5 of 9

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

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

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

☐Yes

☒No

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

☐Yes

☒No

2. Project Budget and Match

2.1. Grant Funds and Match *

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

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

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

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

#	Work Item	Grant Funds	Cash Match	In-Kind Match	Total
1	Consultant Contract for New Guidelines	\$50,000	\$0	\$0	\$50,000
Totals:		\$50,000	\$0	\$0	\$50,000

2.2. Grant Funds Requested:

\$50,000

2.3. Total Match Amount:

2.4. Project Total Budget:

\$50,000

2.5. Additional Budget Information/Clarification

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

August 20, 2024 City Council Regular Session Agenda Packet

Page 216 of 364

The final scope of services will detail all the items requested and will state that the expenses are not to exceed \$50,000.

3. Completed Project Activities

#	Activity Description	Date Completed	Cost Value
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4. Operating Forecast. - (Maximum characters 500.)

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

Presentations to city officials and the community is considered to be a part of the general job duties of the planner on staff in charge of historic preservation and therefore will not create additional expenses.

F. Property Information Page 6 of 9

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

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

1.1. Does your organization own the property? *

- ☐ Yes
- ☐ No
- ☒ Not Applicable

1.2. Property Owner

1.3. Type of Ownership

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

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

- ☒ Governmental Agency

2. Religious Affiliation

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

- ☒ Yes
- ☐ No
- ☐ Not Applicable

G. Impact Page 7 of 9

1. Annual Visitation

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

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

More than 30,000 Visitors / 250,000+ for Festivals

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

<https://www.mountdora.com/welcome>

<http://www.mountdoracraftfair.com/>

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

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

Staff is unable to anticipate any jobs which may be created from this endeavor.

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

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

The guidelines will be available online which will require the document to be ADA accessible.

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

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

Updated guidelines with additional information and efficient visual aids on the applicable architectural styles will serve to better educate staff, the Historic Preservation Board, and the public on appropriate materials and styles for historic homes within the City's Historic Review Area. In addition to the updated guidelines, staff will request the consultant to generate a brochure with an over view of the information in the guidelines to provide at our outreach events and to residents.

H. Support Materials Page 8 of 9

1. Non-Profit Status

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

2. Florida Substitute W-9 Form

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

File Name	File Size	Uploaded On	View (opens in new window)
Mount Dora substitute W9.pdf	34 [KB]	6/21/2023 12:51:46 PM	View file

3. Documentation of Confirmed Match

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

4. Letters of Support

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

File Name	File Size	Uploaded On	View (opens in new window)
HPB Letter with Enclosures.pdf	188803 [KB]	6/1/2023 1:30:19 PM	View file

5. Photographs

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

File Name	File Size	Uploaded On	View (opens in new window)
Mount Dora Report.pdf	33662 [KB]	6/1/2023 3:30:42 PM	View file

6. Representative Image

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

File Name	File Size	Uploaded On	View (opens in new window)
City Seal - 3.5 x 3.5 in color.jpg	538 [KB]	6/1/2023 3:07:13 PM	View file

7. Proposed Project Team Support Documents

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

File Name	File Size	Uploaded On	View (opens in new window)
MJaniszewski Resume 20230601.pdf	228 [KB]	6/1/2023 3:02:05 PM	View file

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

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

Submit evidence of review and determination of eligibility by the Division of Historical Resources, Bureau of Historic Preservation, Survey and Registration Section. They can be contacted at NationalRegister@dos.myflorida.com or 850.245.6333. Please allow approximately two weeks for processing your request for a review to be complete.

10. Documentation of Need

File Name	File Size	Uploaded On	View (opens in new window)
HPB Grant Direction.pdf	452 [KB]	6/1/2023 3:25:28 PM	View file

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

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

File Name	File Size	Uploaded On	View (opens in new window)
3.6.____Historic_preservation. (2).pdf	675 [KB]	6/1/2023 3:03:26 PM	View file

12. Owner Concurrence Letter (for site-specific projects only)

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

13. Optional Materials

File	Title	Description	Size	Type	View (opens in new window)
Historic Preservation Map_201501291238151552.pdf	Historic Review Area Map		2056 [KB]		View file

13.1.

I. Review and Submit Page 9 of 9

1. Review and Submit

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

1.1. Guidelines Certification

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

1.2. Signature (Enter first and last name)

Michele Janiszewski

AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
City of Mount Dora
25.h.sm.100.095

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

The Grantee has been awarded a Small Matching Grant by the Division, grant number 25.h.sm.100.095 for the Project “Mount Dora Historic Design Guidelines,” in the amount of \$50,000 (“Grant Award Amount”). The Division enters into this Agreement pursuant to Line Item 3226, contained in the 2025 General Appropriations Act, HB5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

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

- 1. Grant Purpose.** This grant shall be used exclusively for the “Mount Dora Historic Design Guidelines,” the public purpose for which these funds were appropriated.

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

Grant funds will be used to hire professional architectural/engineering services to update historic design guidelines for Mount Dora.

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

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

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Submit a copy of the historic preservation architect’s credentials and project timeline to the Division for review and approval.	One (1) electronic copy of the historic preservation architect’s credentials; one (1) copy of the project timeline.	\$12,500
2	Fixed Price	Submit a draft copy of the existing conditions assessment report with as-built architectural drawings to the Division for review and approval.	One (1) electronic draft copy of the existing conditions assessment report with as-built drawings.	\$12,500

3	Fixed Price	Submit a copy of the preservation and rehabilitation plan with treatment recommendations to the Division for review and approval.	One (1) electronic copy of the preservation and rehabilitation plan with treatment recommendations.	\$12,500
4	Fixed Price	Submit a copy of the final historic structure report conforming to Preservation Brief 43 from the National Park Service to the Division for review and approval. In addition, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) digital copy of the final historic structure report; One (1) Single Audit Form; One (1) copy of the final progress report; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$12,500
Totals				\$50,000

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

2. **Length of Agreement.** This Agreement shall begin on 07/01/24, and shall end 06/30/25, unless terminated in accordance with the provisions of Section 34 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:

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

For the Grantee:

Contact: Michele Janiszewski

Address: 510 N Baker Street Mount Dora Florida 32757

Phone: 352.735.7100

Email:janiszewskim@cityofmounddora.com

4. **Grant Payments.** All grant payments are requested online via www.dosgrants.com by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Division staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:
 - a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
 - b) All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization and a payment has been received at the account in the past year, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. If the grantee has not received a payment at the account in the past year, they should check with DFS at (850) 413-5517 or e-mail at DirectDeposit@MyFloridaCFO.com to see if their EFT request is still active. The authorization form is accessible at https://www.myfloridacfo.com/docssf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-depositvendors.pdf?sfvrsn=eff728cf_16 where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <https://flvendor.myfloridacfo.com/> . **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**
7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
 - a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of

disbursement.

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

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

9. Additional Special Conditions.

Planning Projects.

- a) The Grantee shall submit planning project contracts to the Division for review and approval prior to execution
- b) For planning projects, the Grantee shall follow the planning documents as outlined in the guidelines found online at <https://dos.myflorida.com/historical/grants/small-matching-grants/>.

10. Credit Line(s) to Acknowledge Grant Funding.

Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

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

11. Encumbrance of Funds.

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

- a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the

encumbrance deadline indicated above.

- b) **Encumbrance Deadline Exception:** For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

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

- a) **Total Compensation Paid to Non-Profit Personnel Report:**

If applicable, the Grantee shall complete and return to the Division within 30 days of the execution of this Agreement Attachment C, entitled “Total Compensation Paid to Non-Profit Personnel Using State Funds” which shall satisfy the requirement to provide documentation that indicates the amount of state funds:

- i. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

“State funds” means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

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

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

14. Grant Completion Deadline. The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the

Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.

- 15. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.
- 16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019), which are incorporated by reference and are available online at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/stateagencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
 - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement;
 - c) Costs not consistent with the grant project type, as described in section V.C.2. of the program guidelines and as selected in the application; Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
 - d) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
 - e) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
 - f) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines available at <https://www.nps.gov/orgs/1739/secretarystandards-treatment-historic-properties> or applicable industry standards;
 - g) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, F.S.;
 - h) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;

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

in the region Approved special equipment purchased with grant funds that cost more than \$5,000 and have a useful life of more than one year will be returned to the Department at the end of the grant period, prior to final payment

- t) Supplies that will not be consumed in use during the duration of this project;
- u) Maintenance of boats, cars, trailers or other vehicles;
- v) Costs associated with attending or hosting conferences, summits, workshops or presentations including facility rental fees (Exception: municipal or county required public meetings necessary for completion of the grant-assisted project);
- w) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
- x) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

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

- 22. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 23. Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.
- 24. Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
- 25. Accounting Requirements.** The Grantee must maintain their financial records in such a manner that provides a complete record of the use of all grant funds as follows:
- a) The records must be able to specifically provide an audit trail that traces the receipt, maintenance, and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories as approved in the grant application. If Grantee's accounting records accumulate data in a different format than the one specified in this agreement, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
 - e) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).
- 26. Accounting Documentation** For every expense related to the use of grant or match funds and in-kind contributions the Grantee must submit documentation that demonstrates the expense and/or contribution as follows:
- a) For all non-personnel costs, the Grantee must provide invoices/receipts and proof of payment (i.e. canceled/processed checks or bank statements). If these costs are donated in-kind contributions, the grantee must justify the donated value.
 - b) For personnel costs, the Grantee must provide timesheets that are signed by the employee documenting the

hours worked, include the cost per hour, and demonstrate a clear relationship to the submitted payment documentation. If donated in-kind, justify the donated hourly value.

- c) All costs are required to be reconciled using the “Expenditure Log” in DOSgrants.com. All entries in this log must be supported by the documentation requirements described in this section.

- 27. Availability of State Funds.** The State of Florida’s performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 28. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 29. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee’s subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be “independent contractors” and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.
- 30. Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State’s agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement,

including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- 31. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable local, state and federal laws and regulations. The Grantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations.
- 32. No Discrimination.** The Grantee and their subcontractors may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The following or a similar provision must be inserted into all of the subcontracts for services executed under this Agreement:
- a) No employee or applicant for employment engaged under this Agreement may be discriminated against because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status
- 33. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
- 34. Termination of Agreement.**
- a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
 - b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
 - c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

- 35. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- 36. Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
- 37. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition may be requested by the Division for review and approval prior to execution of these subcontracts.
- a) The Grantee must procure all professional services (architects, conservators, historic preservation consultant structural engineers, landscape architects) using at least a request for qualifications, and the grantee must solicit at least three (3) responses to their request for the service.
 - b) All contracts for procurement of goods and services (construction, exhibit fabrication, etc.) not included in Section 37.a. as described above must be procured in the manner described below:
 - 1. Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
 - i. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 may be conducted at the Grantee's discretion using good purchasing practices.
 - ii. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition such as written quotations and informal bids, and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
 - 2. Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either formal invitation to bid or request for proposals, and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
 - i. Any formal competitive solicitation shall be made available simultaneously to all vendors, must include the time and date for the receipt of bids, proposals, or replies and of the public opening, and must include all contractual terms and conditions applicable to the procurement, and the criteria to be used in determining acceptability and relative merit of the bid, proposal, or reply.
 - c) State entities should follow required procedures set forth in Chapter 287, *Florida Statutes* and Rule 60A 1.002 of Florida Administrative Code. If the grantee is a non-state entity (local government or non-profit organization) and has existing procurement requirements and procedures, follow the more restrictive, as long as state requirements are still met.
- 38. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions.

The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

- 39. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.
- 40. No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 41. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 42. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, et seq.), which is incorporated herein by reference.
- 43. Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
- 44. Rural Communities.** If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
- a) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - b) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
- 45. Restrictive Covenants.** In accordance with section 287.05805, *Florida Statutes*, for Acquisition and Development projects directed at Real Property, if funded, the Grantee (and the Property Owner, if not the Grantee), prior to the release of the first installment of grant funds, **must** grant to the Florida Department of State a security interest in the Real Property at least to the amount of state funds to be provided in the grant agreement. This security interest shall be recorded in the form of a restrictive covenant on the Real Property, active for a period of fifteen (15) years for Development or active for twenty (20) years for an Acquisition. The Grantee (and the Property Owner, if not the Grantee) shall record the security interest in the office of the clerk of the circuit court of the county, or another office serving as the county recorder as provided by law, in which the Real Property is located.
- 46. Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Estimated Project Budget (Attachment A)
- c) Single Audit Act Requirements and Exhibit I (Attachment B)
- d) Total Compensation Paid to Non-Profit Personnel Using State Funds (Attachment C)

In acknowledgment of this grant, provided from funds appropriated in the 2025 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

Grantee:

By:

By: _____

Authorizing Official for the Grantee

Alissa Lotane, Division Director

Typed name and title

Date

Date

ATTACHMENT A
Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Historic Design Guidelines	\$50,000	\$0	\$0
Totals	\$50,000	\$0	\$0

ATTACHMENT B

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

Part I: Federally Funded

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

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

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

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

Part II: State Funded

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

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

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

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

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

Part III: Report Submission

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

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

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 1. The Department of State through the <https://dosgrants.com/> grants management system.
 2. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

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

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

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

EXHIBIT 1

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

Not applicable.

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

Not applicable.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Historic Preservation Grants; CSFA Number 45.031. Award Amount: \$50,000

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

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

ATTACHMENT C

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:			
Title:			
Agency Agreement/Contract #			
Total Contract Amount			
Contract Term:			
Invoice Number			
Invoice Period			
Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursements/Allowances			
Moving Expenses			
Transportation Costs			
Telephone Services			
Medical Services Costs			
Housing Costs			
Meals			
Amount Paid to Date			
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.			
Name:			
Signature:			
Title:			
Date:			



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

DATE: August 20, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval to Apply for the Florida Forest Stewardship Grant for Forest Preserve and Authorize the Mayor to Sign the Application when Complete

Introduction:

This is a request for authorization to apply for the Florida Forest Stewardship Grant for Forest Preserve and authorization for the Mayor to sign the grant application when complete.

Discussion:

The Florida Department of Agriculture and Consumer Services provides custom-designed forest management plans. The objective for this program is for landowners to manage their forest lands (ten acres or more) on a long-term basis by following management objectives that are multiple resource-based, economically viable, conservative of natural resources and socially, environmentally and ecologically responsible.

The Library Department will seek a professional forest management plan from this program for Forest Preserve, in collaboration with the City Urban Forester.

Budget Impact:

The Florida Forest Stewardship program is free to those landowners accepted into the program, with no matching required.

Strategic Impact:

This grant addresses two strategic objectives:

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

Recommendation:

City Council approve the request to apply for the Florida Forest Stewardship Application and authorize the Mayor to sign the application on behalf of the City Council.

Attachment(s):

1. Attachment 1 FLDEP_OOO_LRG_ForestStewardshipProgram_FCT2016_17

Prepared by: Cathy Lunday, Library Director
Reviewed by: Cathy Lunday, Library Director
Matthew Dodson, Budget Officer
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/6/2024
Approved - 8/9/2024
Approved - 8/14/2024
Approved - 8/14/2024
Final Approval - 8/14/2024

ATTACHMENT #1

Background Information for FCT Grant Applicants on criterion 62-818.007(2)(d)5.

Florida Forest Service Forest Stewardship Program

Forest Stewardship is defined as active management of forests and related resources to keep forests productive and healthy for present and future generations, and to increase the economic, environmental and social benefits of these lands. Forest Stewards are landowners who manage their forestlands on a long-term basis by following management objectives that are multiple resource based, economically viable, conservative of natural resources and socially, environmentally and ecologically responsible. The Forest Stewardship Program addresses the improvement and maintenance of timber, wildlife, soil and water, recreation, aesthetics, as well as forage resources.

Eligibility:

FCT Grant Applicants with a project site with at least 20 acres of forest land and a desire to manage their ownerships according to Stewardship principles can participate in the Forest Stewardship Program.

Goals and Objectives:

The Florida Forest Stewardship Program is designed to encourage the state's forest landowners to practice stewardship. Specifically, the program objectives are as follows:

- Encourage non-industrial landowners to manage their properties according to the multiple-use concept.
- Increase awareness among the general public of the important amenities that Florida's forestlands, particularly non-industrial private forestlands, provide to all citizens of the state.
- Improve coordination among natural resource agencies and groups, both public and private, to better serve the state's landowners and achieve common goals.

Benefits to Participation: Landowners will receive:

- A meeting on their property with a team of resource professionals who will contribute to the development of their plan.
- A customized management plan based on the landowner's objectives. The plan will include forest stand characteristics, property maps, management recommendations, and a ten-year activities time line for future planning.
- An opportunity for future public recognition as a certified "Forest Steward."
- A quarterly Stewardship newsletter developed and distributed by the University of Florida, IFAS Cooperative Extension Service through the Florida Land Steward Partnership.
- The peace of mind in knowing that their property is being managed in a sustainable manner.

Follow the steps to determine if your site qualifies for Florida Forest Service - Forest Stewardship Program points in Rule 62-818.007(2)(d)5, FAC.

Is your FCT project site 20 acres or more?

NO - If not, STOP here; you do not qualify for points under this criterion.

YES – Continue to Step II.

Step 1) Are there a minimum of 20 acres of forested communities within your 2016-2017 FCT grant application project site?

NO - If not, STOP here; you do not qualify for points under this criterion.

YES – Continue to Step III.

Step 2) Submit a completed "Forest Stewardship Program Application for FCT Applicants" (on next page) and supporting documentation to FFS. Allow a minimum of **4 weeks** for receipt of a FFS response letter.

NO – If the FFS letter indicates your site does not meet the minimum requirements, STOP here; you do not qualify for points under this criterion.

YES – The FFS letter indicates your site does meet the minimum requirements. Provide a copy of the FFS letter and all the supporting materials with your FCT Grant Application.

[\[back to top\]](#)

ATTACHMENT #1

Florida Department of Agriculture and Consumer Services Florida Forest Service

Forest Stewardship Application for Florida Communities Trust (FCT) 2016-2017 Grant Applicants

The Florida Forest Stewardship Program for FCT grant applicants has been established to provide services to the proposed forest landowner. To participate in this voluntary program, the FCT grant applicant is encouraged to implement conservation practices and be active stewards of the forestlands if the park site is acquired. The information on this application will help the Resource Professional work with those FCT grant applicants who are funded to develop forest stewardship plan.

Key Contact

Last Name: _____ First Name: _____ MI: _____
(This must be the same person designated in the FCT Grant Application.)

Title: _____

Local Gov't/Nonprofit Environmental Organization: _____

Mailing Address: _____

City _____, FL Zip Code _____

Phone Number _____ E-mail Address _____

Tract/Project Site information:

1. Total FCT Project Site Acres: _____; 2. Total Forested Acres: _____

3. Tract location: _____

4. Section(s): _____; Township: _____ North or South; Range: _____ East or West

5. County: _____; 6. Current land use of forested acreage: _____

7. With the understanding that this is a multiple resource management program, please rank the three most important objectives you want addressed in your Stewardship Management Plan. Use **1** to indicate most important and **3** for relatively less importance.

<u>Rank</u>	<u>Objective</u>	<u>Rank</u>	<u>Objective</u>
_____	Recreation	_____	Wildlife Management
_____	Aesthetics	_____	Soil & Water Conservation
_____	Habitat Management	_____	Other (specify)
_____	Forest Management	_____	Other (specify)

Supporting Documentation: must include the following documentation with the application to be considered:

_____ Copies of County Tax Maps or Plat Maps with the Property Boundary Clearly Shown
_____ Natural Community Map with FCT Site Boundary
_____ Aerial with FCT Site Boundary

Key Contact Signature: _____ Date: _____

NOTE: incomplete application will not be processed. MAIL this page and the Supporting Documentation to:

Tony Grossman, Conservation Programs Manager
Forest Stewardship Program (FCT request)
3125 Conner Boulevard, i273

ATTACHMENT #1

Tallahassee, FL 32399-1650

Telephone: 850-681-5874

Email: Anthony.Grossman@FreshFromFlorida.com [\[back to top\]](#)

SAMPLE



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

DATE: August 20, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval to Apply for the Land and Water Conservation Fund Grant and Request Authorization for the Mayor to Sign the Application Once Complete

Introduction:

This is a request for authorization to apply for the Land and Water Conservation Fund Grant.

Discussion:

The Land and Water Conservation Fund Grant is a 100% matching grant providing funding to organizations for the development of recreational facilities. Eligible facilities include, but are not limited to, waterfront access, picnic areas, trails, pools, ball fields, soccer fields, tennis, basketball and volleyball courts, playgrounds, outdoor theaters and boating and fishing features. Associated support facilities such as lighting, parking, restrooms, concessions, and landscaping are eligible, but may not account for more than 50% of the project cost. Organizations may apply for up to \$1,500,000.00 in state funds to support their project. Therefore, the potential additional impact on the budget if awarded the full grant amount would be \$3,000,000 for the funding of the Waterfront Master Plan.

The City is seeking funding to assist in the financial obligations of the Waterfront Master Plan. The Parks and Recreation Director and Grant Writer from RMPK Funding saw this as an opportunity to assist in that funding.

Budget Impact:

The Land and Water Conservation Fund Grant requires 1:1 match with up to \$1,500,000 in available funding. Therefore, the potential additional impact on the budget if awarded the full grant amount would be \$3,000,000.

Strategic Impact:

GOAL 1: Economic Development

Objective 1.4 Promoting tourism by enhancing Mount Dora as a destination

Objective 2.3. Develop a parks and recreation system guided by the principles of the Parks and Recreation Master Plan

2.3.1. Enhance connectivity and accessibility

2.3.2. Increase engagement and collaboration with residents

2.3.3. Support Special Events and dedicated open space

2.3.4. Invest in an equitable parks system

2.3.5. Advertise recreational activities for all ages and abilities

GOAL 3: Fiscal Resources / Human Resources

Objective 3.1 Identify and seek funding sources

Recommendation:

City Council approve the request to apply for the Land and Water Conservation Fund Grant and authorize the Mayor to sign the application once complete.

Attachment(s):

1. Attachment 1 1 2025 LWCF Cycle

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Troy Shonk, Parks & Recreation Director
Matthew Dodson, Budget Officer
City Attorney,
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/8/2024

Approved - 8/8/2024

Approved - 8/14/2024

Approved - 8/14/2024

Final Approval - 8/14/2024



Funding Opportunity

2025 Land and Water Conservation Fund

The U.S. Department of the Interior provides funds, administered by the Florida Department of Environmental Protection (DEP), for the acquisition or development of recreational facilities.

GRANT CATEGORIES:

Acquisition: This program funds the acquisition of land for open space, park sites conservation areas and trails.

Development: Eligible facilities include but are not limited to waterfront access, picnic areas, trails, pools, ballfields, soccer fields, tennis, basketball and volleyball courts, playgrounds, outdoor theatres and boating and fishing features. Associated support facilities such as lighting, parking, restrooms, concessions, and landscaping are eligible, but may not account for more than 50% of the project cost.

Application Deadline: October 30, 2024

Total Funding Available: Approx. \$11,000,000

Maximum Grant Amount: \$1,500,000 Match

Requirement: 100%



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

DATE: August 20, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Approval of Meeting Minutes:

- June 4, 2024 City Council Regular Session Minutes
- June 18, 2024 City Council Regular Session Minutes
- August 3, 2024 City Council Emergency Meeting

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:

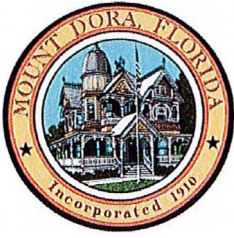
Council approve meeting minutes.

Attachment(s):

1. 06.04.2024 City Council Regular Session Minutes_DRAFT
2. 06.18.2024 City Council Regular Session Minutes_DRAFT
3. 08.03.2024.City Council Emergency Meeting Minutes_DRAFT

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

Final Approval - 8/14/2024



**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION
MEETING MINUTES
June 4, 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, Mayor Crissy Stile called the Regular Session of City Council to order at 6:00 p.m. in the Mount Dora Council Chamber.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

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

ROLL CALL

Members Present

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

Also Present

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

PRESENTATIONS

1. State of City Presentation

Director of Economic Development and Public Information Misty Sommer introduced the State of the City and thanked those who contributed to its production. The video file of the State of the City presentation is available at the following link: https://files.ci.mount-dora.fl.us/?u=4MHR&p=K3nW&path=/State%20of%20the%20City_Cut%206.0.mp4

2. LGBTQIA+ Pride Month Proclamation

Mayor Stile read the proclamation into the record.

3. Mount Dora Fun Fact

Mayor Stile shared information about Steamroller Studios, which is headquartered in Mount Dora and recently expanded into Canada.

PUBLIC COMMENT

Mayor Stile opened public comment.

Christina Gonzalez Pasquale, 3243 Wingfoot Road, spoke about reclaimed water pressure problems. Mr. Sandersfeld spoke about solutions being pursued by the City told those present that City staff would follow up to alleviate conditions that remain unsatisfactory.

Rose Braxton, 2400 Serena Lane Summerbrook, spoke about unsatisfactory experiences with the reclaimed water system.

Bill Kayes, 30415 Gidran Terrace, spoke about the AMCO development building height and its effect on his property.

Mayor Stile closed public comment.

The City recognized Officer Thomas with his student leadership team who were in attendance.

APPROVAL OF AGENDA

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

CONSENT AGENDA

1. Request Approval of Task Authorization with RCM Utilities, LLC for the Rehabilitation of Lift Stations 4 and 5

2. Request Approval of Task Authorization with Faden Builders, Inc. for the Wastewater Treatment Plant No. 1 Fence Perimeter Clearing

Mayor Stile opened public comment related to the Consent Agenda. No one spoke. Mayor Stile closed public comment.

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

ACTION ITEMS

1. Special Magistrate Recommendation for MK and AD Land Investments, LLC and AMCO Development, Inc. vs. City of Mount Dora.

Mr. Brackins explained the actions and decisions that led the City to the situation in which it finds itself. Mediation was attempted, but the process did not accomplish either party's intent. The Special Magistrate's recommended order is for the City grant the Application Planned Unit Development (PUD) for the AMCO development as modified to not exceed 175 feet for interior buildings, and as measured from State Road 46 according to the visual formula described by City staff in its report. The City must act within 45 days, or the recommendation will be deemed denied. The next steps would be executing the settlement agreement and adopting the related ordinance. Council discussed the options available to them and the risks associated with their decisions. They discussed seeking alternate legal opinions, the extent to which the City's insurance would cover the liability in the event of a successful claim, and the extent of the penalties the City might face. The City requires that developments must be consistent with the zoning district standards. The magistrate found that the PUD for Wolf Branch Innovation District (WBID) does not need to be consistent with the zoning district standards. The magistrate found that the development standards in the Land Development Code (LDC) regarding height limitations are inapplicable and the developer's height, in this instance, may exceed 100 feet. The magistrate found 175 feet reasonable.

Council discussed revising portions of the Comprehensive Plan and LDC to avoid facing similar challenges in the future.

Council discussed what steps the City can take to avoid being caught in this position in the future. Capacity to provide utilities would be determined at each phase in the development.

The City would be wise to ask the opposing party for a 45-day extension to decide their actions in response to the recommended order.

Council discussed the current county zoning for the developer's property.

If the City were to approve the developer's agreement and the related ordinance, the developer would have 24 months to submit for site plan approval for phase one, and 24 months after site plan approval to commence construction.

The recommended order would likely carry substantial weight if the City's actions were to deviate from the order's recommendations.

Council further discussed the City's ability to serve as the utility provider, especially regarding potable water and wastewater. The timeline for reservation of capacity was discussed.

Council discussed appraisal calculations. They considered whether approval of this project might establish an undesirable precedent.

Council discussed the value of seeking alternate legal opinions. They considered the relevance of protecting the Wekiva basin. They discussed the ways a legal battle might impact the City's operations and ability to function for its residents and business community. The continued discussing seeking a second opinion and the expense to the City if Council chose to not comply with the recommended order.

Attorney for the developer S. Brent Spain of Theriaque & Spain, spoke to those present, requesting Council accept the magistrate's recommendation and approve the proposed settlement agreement. He reviewed the legal processes that led to this point. He directed attention to the height compromises that are written into the settlement agreement, proposing heights lower than those mentioned in the recommendation. He spoke about land use adjustments that make the development less intense. He encouraged the City to work in partnership with the developer. He spoke about provision of utilities and appraisal calculations.

Council requested an extension of time for the City's response. They spoke with Mr. Spain about what advantage that extension may provide. Mr. Spain told Council he is not authorized to agree to an extension without speaking with this client.

Mayor Stile opened public comment.

Heather McCormick, 2800 Wolf Branch Road, urged Council to vote against accepting the settlement agreement.

Ephraim McCormick, 2800 Wolf Branch Road, asked Council to vote against accepting the settlement.

Josh Hemingway, 1177 East Fifth Avenue, asked Council to refuse the settlement agreement.

John Burkhardt, 1505 Heim Road, agreed with the three speakers who preceded him at the podium.

James Homich, 621 East Fifth Avenue, spoke about his disdain for the contents of the recommended order.

Thomas Biery, 631 East Third Avenue, spoke of his opposition to allow the proposed development.

Karen Muni, 20931 Oldenberg Loop, spoke about her dissatisfaction with City services and her mistrust of the developer.

Cindy Newton, 19025 Lake Swatara Drive, Eustis/Mount Dora, asked Council to pursue modifying the plan.

Cheri Pivowar, 30118 Kladruby Point, spoke about reclaimed water problems and her dissatisfaction with the City.

Bill Kayes, 20415 Gidran Terrace, spoke against the development.

Frank Kirwin, 1110 East Fifth Avenue, suggested Council seek to modify the recommended order.

Charlie Sands, 980 Page Lane, spoke against the development.

Lynn Tacher, 8031 St. James Way, spoke against the development.

Linda Criswell, 2100 David Court, spoke about the destruction of trees and hoped the City would avoid similar challenges in the future.

Hunter File, 20946 Sullivan Ranch Boulevard, spoke of her mistrust of the developer.

Jay Smith, 1046 McDonald Street, spoke against allowing the development.

Ozell Ward, 318 East Jackson Street, mentioned that the development is not near downtown and won't adversely affect the downtown area.

Mayor Stile closed public comment.

Mr. Spain spoke about the developer's compliance with regulations regarding gopher tortoises and of his client's continued efforts to work in partnership with the City. He directed attention to elements in the recommended order that demonstrate the fairness of the magistrate's recommendations, and the development's compatibility with the City's intentions for the district. He emphasized the magistrate's conclusion that there exists no valid, objective rationale for not approving the developer's PUD, and that his client complied with the City's published criteria.

Mr. Spain presented for the record, the petitioner's exhibit, a transcript of the special hearing and, magistrate's recommendation.

Council discussed land use, zoning, and the City's published standards. They considered the weight of their decisions and possible actions to take from this point.

MOTION BY COUNCILMEMBER BRYANT TO TABLE THIS MATTER, INCLUDING ACTION ITEMS ONE AND TWO AND PUBLIC HEARING NUMBER ONE. UNTIL THE 18TH OF JUNE; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

Cataldo
Rolfson
Dawson
Crail
Stile

NO None

Council encouraged the City Manager and City Attorney to engage in productive discussion with the developer's representation leading up to June 18th.

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

2. Request Final Reading and Adoption of Ordinance No. 2024-11, Wastewater (Sewer) Connection/Impact Fees Amendment.

Mr. Brackins read Ordinance No. 2024-11, Wastewater (Sewer) Connection/Impact Fees Amendment by title only.

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 reviewed the steps leading to the second reading and request for adoption of the ordinance. He acknowledged a letter received on the topic. He stated the ordinance meets all legal requirements for adoption. Staff recommends approval

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

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT ORDINANCE NO. 2024-11; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson
Walker
Cataldo
Dawson
Bryant
Crail
Stile

NO None

3. Request adoption of Resolution No. 2024-27, Master Fee Schedule Update for Sewer Impact (Connection) Fees

Mr. Sandersfeld explained that the City uses a "Master Fee" Schedule to establish fees for a variety of services. The current Master Fee Schedule now requires updating to ensure all fees are accurately

presenting the cost of any specific services provided. A 90-day grace period exists, if adopted, after the effective date.

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

MOTION BY COUNCILMEMBER CATALDO TO ADOPT RESOLUTION NO. 2024-27; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Cataldo
Rolfson
Dawson
Walker
Bryant
Crail
Stile
NO None

4. Request approval Final Reading and Adoption 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 explained the purpose of the ordinance. No changes were made since the first reading.

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

MOTION BY COUNCILMEMBER WALKER TO ADOPT ORDINANCE NO. 2024-12, AMENDMENT TO CHAPTER 42 OF THE MOUNT DORA CODE OF ORDINANCES TO REINSTATE GOLF CARTS ON CERTAIN CITY STREETS; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Walker
Dawson
Cataldo
Rolfson
Bryant

Crail
Stile
NO None

CITY MANAGER'S REPORT

Mr. Sandersfeld pointed out the Lobbyist Report attached to this item on the agenda.

CITY ATTORNEY'S REPORT

Mr. Brackins described his availability and communication plan related to some travelling arrangements.

COMMUNICATIONS AND REPORTS

Councilmember Nate Walker mentioned revisions to the LDC and Comprehensive Plan.

Councilmember Bryant thanked Mr. Brackins for his efforts during the AMCO process.

Councilmember Cataldo requested prompt establishment of the leash law and an update regarding the Century Link equipment repairs. He thanked citizens for their participation.

Councilmember Rolfson agreed with appreciation for public participation and encouraged decorum.

Vice-mayor Crail thanked Mayor Stile, Economic Development and Public Information Director Misty Sommer, and Public Information Officer Brittany Haller for their work on the State of the City presentation. He thanked the public for their participation at the meeting.

Mayor Stile reminded those present and listening about the Plaid in the Park taking place on the upcoming Saturday. She spoke about the Sister Cities and reminded those present about the upcoming budget workshop.

ADJOURNMENT

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

There being no further business for discussion, the meeting adjourned at approximately 10:03 p.m.



**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION
MEETING MINUTES
June 18, 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 Regular Session of the Mount Dora City Council in the City Hall Council Chamber.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

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

ROLL CALL

Members Present

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

Also Present

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

PRESENTATIONS

1. Juneteenth Proclamation

Mayor Stile read the 2024 Juneteenth proclamation into the record.

2. Mount Dora Fun Fact

Mayor Stile shared information about the first black school in Mount Dora, and about the founding of the Milner-Rosenwald Academy.

APPROVAL OF AGENDA

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

PUBLIC COMMENT

Mayor Stile opened public comment.

Joe Lewis, 148 Charles Avenue, spoke about the June 10th Budget Workshop, and suggested city services be provided at the least possible cost.

Mayor Stile closed public comment.

BOARD APPOINTMENTS

1. Appointment to the Public Arts Commission

MAYOR STILE MOVED TO APPOINT LINDSAY PERREAULT TO THE PUBLIC ARTS COMMISSION; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

1. Request Approval of Task Authorization with Faden Builders, Inc. for Rehabilitation of Wastewater Treatment Plant 1 Effluent Filters
2. Request Approval of a Payment Requisition with Shelley's Septic Tank, Inc. for Sludge Hauling and Disposal Services
3. Request Approval of Task Authorization with Southeastern Surveying and Mapping Corp. (SSMC) to Expand Mount Dora's Potable Water, Reclaimed Water and Wastewater Utilities Asset Inventory Map
4. Request Authorization for the Mayor to Execute a Deed on Behalf of the City of Mount Dora for Portion of Limit Avenue
5. Request Approval of City of Mount Dora Purchasing Policy Waiver for the Yardley at the Mount Dora Groves Electric Infrastructure
6. Request Approval of Agreement with BIOREM Environmental, (US) Ltd. and the Task Authorization with BIOREM to add a Pre-treatment Biological Trickling Filter at Wastewater Treatment Plant No. 2

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

ACTION ITEMS

1. Request approval of a Piggyback Agreement with HydroCorp, Inc. to Provide Management Services for Mount Dora's Cross Connection Control Program, and Inspect and Maintain Backflow Preventers on the City's Water System

City staff explained to Council this item is related to a backflow prevention device. Utility Engineer Bill Mitchell provided more information about the necessity for this item and its benefit to the City. The services provided by HydroCorp are part of a program required by the state to protect the public water systems from any contaminants.

HydroCorp Florida Operations Manager Marco Salvino answered questions and provided additional information about the topic. The City is piggybacking off an agreement between Hydrocorp and the city of Cape Coral. Homeowners, or property owners will be financially

responsible for any adjustments that need to be made. Any expense related to remediation will be part of the property owner's water bill. If testing finds a property is having backflow issues, a notice will be sent with a 30-day time frame to get correct the situation with a plumber. The property owner may use any plumber who is a licensed backflow technician. There will be 2 notices before remedial action is taken.

Hydrocorp will communicate with customers by sending a letter. Mount Dora is not due for testing until October. City staff to keep residents informed about this program. It is an unfunded state mandate. Hydrocorp may provide informational materials to educate the consumer.

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

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE PIGGYBACK AGREEMENT WITH HYDROCORP, INC. TO PROVIDE MANAGEMENT SERVICES FOR MOUNT DORA'S CROSS CONNECTION CONTROL PROGRAM, AND INSPECT AND MAINTAIN BACKFLOW PREVENTERS ON THE CITY'S WATER SYSTEM; 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. Special Magistrate Recommendation for MK and AD Land Investments, LLC and AMCO Development, Inc. vs. City of Mount Dora

Mr. Brackins reviewed the City's timeline with this project thus far. Since the item was tabled at the last meeting, discussion took place through counsel for both parties leading to the current, slightly modified settlement agreement.

Approving the agreement tonight would mean approving it with a modification to the recommended order as agreed to by both parties.

If the agreement is rejected tonight, there is a chance the issue may go to circuit court to determine if there was competent and substantial evidence for Council's decision.

The settlement agreement gives the City the opportunity to set a maximum height cap. Without accepting the agreement, heights may validly exceed the City's desired cap.

The City is not guaranteeing utility capacity at this time. The settlement agreement, the

ordinance and the revised PUD master plan state that the City will agree to serve the development if capacity is available at the time. Ability to serve would be determined at phase one during the site planning process, and similarly for each additional phase.

Council discussed the deadline for their decision. The agreement would be considered rejected by the City if the City does not respond by June 22nd. The City's rejection would give opposing parties the rights to take any legal action they see fit and would reinstitute the circuit court case.

MOTION BY COUNCILMEMBER BRYANT TO TAKE ACTION ITEMS TWO AND THREE OFF THE TABLE; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

Council discussed steps that would follow their approval of the items brought before them tonight, including various limitations the developer may face that are not under the City's authority.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE SETTLEMENT AGREEMENT INCLUDING THE MODIFICATION IN PARAGRAPH 2(A) OF THE SETTLEMENT AGREEMENT; VICE-MAYOR CRAIL SECONDED THE MOTION.

Councilmembers discussed further opportunity for public comment before they vote. Public comment would be available before Council votes on the ordinance later in the meeting. They discussed the difficulty of the decision before them, and their responsibility to protect the City from risk.

MOTION PASSED WITH A 6-1 ROLL CALL VOTE.

YES Rolfson
 Crail
 Cataldo
 Dawson
 Bryant
 Stile
NO Walker

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Final Reading and Adoption of Ordinance No. 2023-04 Final PUD Mount Dora Mixed Use for MK and AD Land Investments, LLC

Mr. Brackins read Ordinance No. 2023-04 by title only.

ORDINANCE NO: 2023-04

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE REZONING AND MASTER PLAN FOR "MOUNT DORA MIXED USE"; PROVIDING FOR THE REZONING AND APPROVAL OF THE MOUNT DORA WOLF BRANCH INNOVATION EMPLOYMENT (WBI-E) PLANNED UNIT DEVELOPMENT DISTRICT

FOR THAT PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF SR 46 AND EAST OF BUTTERCUP LANE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE AND ZONING MAP AMENDMENT; 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.

The ordinance reflects changes due to the mediation concerning building heights and as well as distribution of the offices and phases, which may be seen in the exhibits. The proposed zoning is consistent with the City's future land use designation. Staff recommends adoption of the ordinance. Applicants have been noticed regarding available capacity. Additional actions will follow this reading and adoption, including platting, site planning, review of application for consistency with the Comprehensive Plan, drainage and storm water reports, and tree mitigation plans. This item was properly advertised.

A request was made that the prior staff reports and the records from the Planning and Zoning Commission and the City Council first reading be incorporated into the record.

Mayor Stile opened public comment.

Bill Kayes, 30415 Gidran Terrace, voiced his opposition to the development related to this ordinance.

Ephraim McCormick, 2800 Wolf Branch Road, spoke of his opposition to this project.

Cindy Newton, Friends of the Wekiva River, requested the City reject this development for reasons of ecological health.

Josh Hemingway, 1177 East Fifth Avenue, disagreed about the burden upon the City to accept this development.

Cheri Pivowar, 30118 Kladruby Point, spoke against this development.

Charlie Sands, 980 Page Lane, thanked Mr. Walker for standing against the development. Spoke about history of Mount Dora fighting to remain who they are.

Bob Gordon, 601 East First Avenue, spoke against Council's decision and suggested a performance bond.

Joe Lewis, 148 Charles Avenue, spoke about positive aspects of the project and asked Council to approve the project.

Jay Smith, 1046 McDonald Street, thanked Mr. Walker for his vote and told Council he is disappointed in them.

Mayor Stile closed public comment.

The developer's counsel, Brent Spain, formally asked to move the exhibit binder from June 4th City Council meeting into the record for this meeting. He stated that the proposed employment center complies with Future Land Use regulations and with the City's Comprehensive Plan. Mr. Spain told those present that the PUD does not violate compliance with St. Johns River Water Management District regulations. He spoke of the positive impact the development will have financially and culturally.

Council discussed the timing of site planning and construction, deadlines and available extensions. Impact fees are collected when building permits are issued. Discussion ensued regarding the phrase "shall be consistent with" and "competent substantial evidence."

Changes to City regulations are being made to avoid similar difficulties in the future.

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT ORDINANCE NO. 2023-04, FINAL PUD MOUNT DORA MIXED USE FOR MK AND AD LAND INVESTMENTS, LLC; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION PASSED WITH A 5-2 ROLL CALL VOTE.

***YES Rolfson
 Crail
 Dawson
 Bryant
 Stile
NO Cataldo
 Walker***

2. Request First Reading of Ordinance No. 2024-15, Animals At Large Animals Prohibited, Leash Law

Mr. Brackins read Ordinance No. 2024-15 by title only.

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.

Deputy Planning Director and Code Compliance Manager Adam Sumner reviewed for Council the occasion of the City's outsourcing of animal control to Lake County. This ordinance will

adopt the county's leash law to be valid in City. The ordinance is before Council as an action to remedy a resident complaint. The Mount Dora Police Department will have concurrent jurisdiction, assisting the Lake County Sheriff's Office with enforcement.

Mayor Stile opened public comment.

Stan Austen, 1481 Edgewater Drive, thanked the City Manager, Mr. Sumner, the City Attorney and staff for addressing this issue. He urged council to approve at second reading.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER CATALDO TO APPROVE THE FIRST READING OF ORDINANCE NO. 2024-15, ANIMALS AT LARGE ANIMALS PROHIBITED, LEASH LAW; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

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

NO None

3. Request Adoption of Resolution No. 2024-28, Approval of Aerial Fireworks Display at July 3, 2024, Freedom on the Waterfront Event

Mr. Brackins read Resolution No. 2024-28 by title only.

RESOLUTION NO. 2024-28

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE 2024 FREEDOM ON THE WATERFRONT EVENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION FOR FIREWORKS DISPLAY AND DOCK CLOSURE; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Cultural and Special Events Manager Chris Carson described the appeal of a fireworks display at a special event. The Independence Day event is the most important fireworks event of the year. Mount Dora has a reputation for superior fireworks displays. The vendor used by Mount Dora provides great quality for the price. Councilmember Rolfson conveyed to Mr. Carson the praise received for the Corn Festival.

Mayor Stile opened public comment.

Joe Lewis, 148 Charles Avenue, questioned the prioritization of City funds for a fireworks display.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER WALKER TO ADOPT RESOLUTION NO. 2024-28, APPROVAL OF FIREWORKS FOR FREEDOM ON THE WATERFRONT EVENT; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

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

4. Request Adoption of Resolution No. 2024-13, Preliminary Fire Assessment Rate

Mr. Brackins read Resolution No. 2024-13 by title only.

RESOLUTION NO. 2024-13

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE RE-IMPOSITION OF THE FIRE SERVICES SPECIAL ASSESSMENT AND ESTABLISHMENT OF PRELIMINARY ASSESSMENT FOR FISCAL YEAR 2024-25; PROVIDING FOR AUTHORITY; PROVIDING A PURPOSE AND DEFINITIONS; PROVIDING FOR THE DELIVERY OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE SERVICES SPECIAL ASSESSMENTS; PROVIDING A LEGISLATIVE DETERMINATION OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; PROVIDING FOR COST APPORTIONMENT METHODOLOGY; PROVIDING FOR PARCEL APPORTIONMENT METHODOLOGY; PROVIDING A DETERMINATION OF FIRE SERVICES ASSESSED COSTS AND THE ESTABLISHMENT OF ANNUAL FIRE SERVICES SPECIAL ASSESSMENTS FOR FISCAL YEAR 2024-25; PROVIDING FOR AN ASSESSMENT ROLL; PROVIDING FOR AUTHORIZATION OF PUBLIC HEARING; PROVIDING FOR NOTICE BY PUBLICATION; PROVIDING FOR NOTICE BY MAIL; PROVIDING A METHOD OF COLLECTION; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Sandersfeld told Council that the final fire assessment will be presented for Council's adoption on September 10th. This item comes before Council each year, for the preliminary rate and, later, the final rate. Council and staff discussed the fire assessment relief waiver, which will

continue to be available this year. Fire Department Chief Hightower said the department budgets for the program every year. Council discussed a training facility with Chief Hightower.

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

MOTION BY VICE-MAYOR CRAIL TO ADOPT RESOLUTION NO. 2024-13, PRELIMINARY FIRE ASSESSMENT RATE; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

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

4. Request Adoption of Resolution No. 2024-25, Charter Review Committee Final Report

Mr. Brackins read Resolution No. 2024-25 by title only.

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; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Lynn Tipton, who served as Chairperson of the 2024 Charter Review Committee, presented the report to the Council. She announced she is available to return at the next meeting should Council wish to spend more time considering the report.

Mr. Brackins told Council they could choose to continue the resolution until the next meeting, but discussion could continue tonight. Council may accept the report and continue the resolution until the next meeting on July 2nd. Adopting the resolution would result in the suggested amendments' inclusion on the 2024 ballot for Mount Dora electors.

Council expressed appreciation for those who volunteered to serve on the committee.

Mayor Stile opened public comment.

Stan Austin, 1481 Edgewater Drive, voiced his disagreement with the amendment related to term limit increase and the amendment related to a super majority vote for City Manager removal.

Mayor Stile closed public comment.

Councilmember Walker thanked Mr. Kirwin and Mr. Ward, who served on the committee and were present at this meeting.

MOTION BY COUNCILMEMBER ROLFSON TO ACCEPT WITH DEEPEST GRATITUDE THE 2024 CHARTER REVIEW COMMITTEE REPORT AND POSTPONE UNTIL JULY 2ND THE REMAINING CONSIDERATION OF THIS RESOLUTION; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

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

CITY MANAGER'S REPORT

Mr. Sandersfeld reminded those present that city offices are closed on the following day for Juneteenth, and that there is a Budget Workshop on July 8th.

On July 14-19th Mr. Sandersfeld will be at training and Mr. Langley will be Acting City Manager. He thanked Council for that opportunity.

Mr. Sandersfeld introduced the City's new Human Resources Director Alan Cline.

CITY ATTORNEY'S REPORT

Mr. Brackins spoke about the Form 6 injunction.

COMMUNICATIONS AND REPORTS

Councilmember Walker thanked Mr. Brackins for his support and guidance throughout the AMCO proceedings. He announced the Juneteenth event at Cauley Lott Park and congratulated Vice-mayor Crail and Councilmember Cataldo for their unopposed re-election.

Councilmember Rolfson spoke about issues receiving attention from the Lake-Sumter Metropolitan Planning Organization, of which he is a member. He pointed out several projects that will benefit the Mount Dora area. Mr. Sandersfeld and Councilmember Rolfson spoke about Public Works Director George Marek's participation on the board.

Councilmember Dennis Dawson congratulation Vice-mayor Crail, and Councilmembers Cataldo and Walker for their unopposed re-election.

ADJOURNMENT

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

There being no further business for discussion, the meeting adjourned at approximately 8:27 p.m.

DRAFT



**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL EMERGENCY MEETING
MINUTES**

August 3, 2024, 11:00 a.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 11:00 a.m., Mayor Crissy Stile called to order the emergency meeting of the Mount Dora City Council in the City Hall Council Chamber.

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

Also Present

Vince Sandersfeld, City Manager
Jeanann Hand, City Clerk

Members Not Present

Doug Bryant, At-large

MOMENT OF SILENCE

Mayor Stile called for a moment of silence in remembrance of the Lake County Sheriff Deputy who was killed the previous night, and the two Lake County Sheriff Officers who were injured in the altercation.

ACTION ITEM

1. Request Adoption of **Resolution No. 2024-32**, State of Emergency Related to Tropical Wave Invest 97L

The City Clerk read Resolution No. 2024-32, State of Emergency Related to Tropical Wave Invest 97L by title only.

RESOLUTION NO. 2024-32

**A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA,
PERTAINING TO THE LOCAL STATE OF EMERGENCY
STEMMING FROM TROPICAL WAVE INVEST 97L;
PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT;
PROVIDING FOR THE DECLARATION OF A LOCAL STATE OF
EMERGENCY; PROVIDING FOR THE INAPPLICABILITY OF
EMERGENCY EVENT RESPONSE PAY; PROVIDING FOR THE
DURATION OF THE LOCAL STATE OF EMERGENCY;
PROVIDING FOR THE IMPLEMENTATION OF**

**ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS
CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS,
PROVIDING FOR CONFLICTS; PROVIDING FOR
SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Mr. Sandersfeld described the purpose of the resolution, which is a necessary measure the City must take to allow unforeseen spending in response to the impending storm. He told Council that staff recommends that Council adopt the resolution.

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

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2024-32, STATE OF EMERGENCY RELATED TO TROPICAL WAVE INVEST 97L; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

YES Rolfson
 Walker
 Cataldo
 Dawson
 Crail
 Stile
NO None

OTHER BUSINESS

No other business was discussed.

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 11:03 a.m.

CRISSY STILE, MAYOR
City of Mount Dora

JEANANN HAND, CITY CLERK
City of Mount Dora



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

DATE: August 20, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Piggyback Agreement with Redzone Robotics Inc. for Manhole and Sanitary Main Inspections

Introduction:

This is a request for City Council to approve a piggyback agreement for sanitary sewer and manhole inspection services with Redzone Robotics Inc. under a piggyback agreement with Brevard County, Florida (PO Number 4500113184).

Discussion:

The City Utility currently has over 106 miles of sewer and gravity mains and about 1,760 sanitary manholes. Rule 62-600.705, F.A.C., which became effective on June 28, 2023, requires domestic wastewater facility permittees to proactively assess the condition of the collection system and to identify needed maintenance and repairs. The services being provided by Redzone Robotics Inc. will be used to assist in the development of the collection system action plan. This piggyback agreement will support the City of Mount Dora staff in completing portions of the work necessary to comply with the regulatory requirements.

This service compliments the work performed by Redzone Robotics Inc. in 2012.

The City of Mount Dora has determined that piggybacking a contract entered into by Brevard County, Florida, is an advantageous way to procure these inspection services.

The Brevard County has similar infrastructure and restoration needs and has successfully established a long-term service contract with Redzone Robotics Inc. for sanitary sewer and manhole inspections.

Budget Impact:

Funds are budgeted in the 421 Water/Wastewater general ledger accounts each fiscal year for operations 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 approve the piggyback agreement with Redzone Robotics Inc. for sanitary sewer and manhole inspections.

Attachment(s):

1. 2024.08.05 Redzone Robotics Piggyback Agreement Signed

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

Approved - 8/5/2024
Approved - 8/7/2024
Approved - 8/7/2024
Approved - 8/7/2024
Final Approval - 8/7/2024

AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation located at 510 N. Baker Street, Mount Dora, Florida 32757 (the “CITY”), and **REDZONE ROBOTICS, INC.**, a Pennsylvania corporation authorized to do business in the State of Florida, located at 195 Thorn Hill Road, Suite 110, Warrendale, Pennsylvania 15086 (the “CONTRACTOR”)(collectively, the “Parties”).

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to utilize that Sanitary Sewer and Manhole Inspections and Mapping Services Agreement between Brevard County, Florida, and the CONTRACTOR, which consists of Purchase Order Number 4500113184 and the General Conditions Contract Agreement attached thereto (hereinafter the “Underlying Contract”), which was competitively solicited for and negotiated by Brevard County through the County’s Request for Proposal P-7-22-05; and

WHEREAS, the CONTRACTOR has exhibited in its response to said solicitation that it is capable of providing the services required by the CITY.

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

SECTION 1. TERM AND TERMINATION.

The term of this Agreement shall extend from the date of execution through and including March 11, 2025 and may be terminated at any time given at least thirty (30) days’ written notice to the other Party.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide the materials, labor, and services to the CITY as set forth in **Exhibit “A”**, which consists of the **Underlying Contract and its attachments** (collectively referred to hereinafter as the “Original Contract Documents”), and pricing as set forth in **Exhibit “B”**, which consists of the **Unit Price Sheet for Mapping Services of Sanitary Sewer and Manhole Inspections for the City of Mount Dora**, attached hereto and made a binding part hereof by this reference. Notwithstanding any contrary provision in the Original Contract Documents, 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 3. CONTRACT PROVISIONS.

The Parties hereto agree to be bound by all the terms and conditions of the Original Contract Documents unless otherwise modified or specified herein.

SECTION 4. **NOTICE.**

The Parties hereto agree that all notices required and/or made pursuant to this Agreement shall be in writing and shall be delivered in person or by United States certified mail, postage prepaid and return receipt requested, to the following addresses:

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

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

CONTRACTOR: Dave Petrosky, CEO
 Redzone Robotics, Inc.
 Thorn Hill Road, Suite 110
 Warrendale, Pennsylvania 15086

SECTION 5. **APPLICABLE LAW, VENUE, JURY TRIAL.**

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

SECTION 6. **MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument executed by both 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 Purchase Order issued by the CITY pursuant to this Agreement and the terms and conditions of the Underlying Contract, as attached, or any other CONTRACTOR-issued invoice or the like, the terms and conditions of this Agreement and/or any CITY-issued Purchase Order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

The services to be performed in accordance with this Agreement are subject to the CITY'S annual appropriation of funds. The CITY, in its sole discretion, reserves the right to forego use of the CONTRACTOR for any project that may fall within the scope of services listed herein.

SECTION 9. JOINT AUTHORSHIP.

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

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR certifies that it is an equal opportunity employer and agrees to comply with all applicable federal, state, and local equal opportunity employment laws. The CONTRACTOR further agrees to include a similar non-discrimination provision in all subcontracts entered into pursuant to this Agreement and will take reasonable steps to ensure compliance with such provision by its subcontractors.

SECTION 11. INDEMNIFICATION.

The CONTRACTOR shall at all times hereafter indemnify, hold harmless, and, at the CITY'S option, defend by counsel selected by the CITY or its carrier, the CITY and its officials, employees, agents, representatives, and volunteers from and against any and all causes of action, demands, claims, losses, fines, penalties, expenditures of any kind, including, but not limited to, attorneys' fees, court costs, and expenses, and any and all liabilities by reason of injury to or death of any person, or damage, destruction, or loss to any property, arising out of or in any way connected with the performance or non-performance of the services contemplated by this Agreement, which is directly or indirectly caused, in whole or in part, by any act, omission, default, liability, or negligence, whether active or passive, of the CONTRACTOR, its employees, agents, representatives, volunteers, or subcontractors, unless such act or omission is solely caused by the gross negligence of the CITY. Nothing herein shall be interpreted to constitute a waiver of the CITY's sovereign immunity as set forth in Section 726.28, *Florida Statutes*. The provisions and obligations of this section SHALL NOT be limited by any required insurance coverage amounts and shall survive the termination or natural expiration this Agreement.

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

- (A) The Parties hereby agree that within sixty (60) days from the effective date of this Agreement, the CITY may, in its sole discretion, conduct an audit to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the CITY'S satisfaction. The CONTRACTOR acknowledges and agrees that the CITY retains the right to terminate this Agreement based upon the CITY'S findings in such audit without regard to any termination provision set forth herein.
- (B) Throughout the term of this Agreement, the CONTRACTOR shall maintain, and require subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Agreement (the "Records"). Such

Records shall be available at all reasonable times for examination and audit by an authorized CITY representative upon reasonable notice.

- (C) The CONTRACTOR further agrees to retain such Records for a period of three (3) years after the termination or natural expiration of this Agreement. The CITY shall retain the right to audit the Records during the three-year retention period.

SECTION 13. PUBLIC RECORDS.

Pursuant to Section 119.0701, *Florida Statutes*, the CONTRACTOR agrees to:

- (A) Keep and maintain public records in the CONTRACTOR'S possession or control in connection with the CONTRACTOR'S performance of services under this Agreement.
- (B) 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 Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- (C) 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 Agreement term, and following completion of this Agreement until the records are transferred to the CITY.
- (D) Upon the termination or natural expiration of this Agreement, either transfer, at no cost to the CITY, all public records in the CONTRACTOR'S possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. In the event of transfer, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- (E) All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the CITY'S information technology systems.
- (F) The CONTRACTOR'S failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.
- (G) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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**

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

The CONTRACTOR may only use the CITY'S name, logo, seal, and/or flag with the CITY'S express written permission and in a manner 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 CITY'S express written permission.

SECTION 15. DISPUTE RESOLUTION.

Notwithstanding any contrary provision in the Original Contract Documents, there shall be no arbitration with respect to any dispute between the Parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the court of appropriate jurisdiction located in Lake County, Florida, with the Parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

SECTION 16. INSURANCE.

The CONTRACTOR shall provide the CITY with Certificates of Insurance naming the CITY as additional insured or certificate holder for insurance coverage. Said coverage is required to be maintained by the CONTRACTOR in accordance with the CITY'S insurance requirements listed in Exhibit "C", attached hereto and made a binding part hereof by this reference. This provision expressly supersedes any insurance requirements set forth in any of the Original Contract Documents.

[Signatures on Next Page]

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

ATTEST:

JEANANN HAND, City Clerk

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

PATRICK BRACKINS, City Attorney

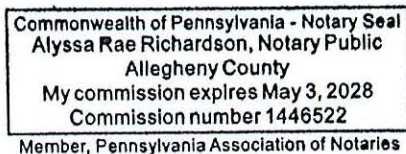
REDZONE ROBOTICS, INC.

Print: Dave Petrosky
Title: President + CEO

STATE OF ~~FLORIDA~~ PENNSYLVANIA
COUNTY OF Allegheny

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of Dave Petrosky, as President & CEO of RedZone Robotics, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced their driver's license as identification, and who did/did not take an oath this 5 day of August, 2024.

(stamp)



Alyssa Rae Richardson
NOTARY PUBLIC

Exhibit "A"
Original Contract Documents between
Brevard County and
Redzone Robotics, Inc.



BOARD OF COUNTY COMMISSIONERS
FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

REDZONE ROBOTICS INC
195 THORN HILL ROAD SUITE 110
WARRENDALE PA 15086
FAX NUMBER 412-476-8981

Your Vendor Number With Us 15918

Purchase Order

Purchasing Services
2725 Judge Fran Jamieson Way
Bldg. C, 3rd Floor, Suite C-303
Viera, FL 32940
(321)617-7390
FAX (321)617-7391

PO Number 4500113184 Date 03/11/2022
Contact Person: P.A. 7 S.Reynolds
I CERTIFY THAT THIS IS AN AUTHORIZED PURCHASE.

Stephanie Reynolds

Delivery date: 09/30/2022

Terms of payment: In accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.
Send all invoices related to this purchase order to the deliver to address unless otherwise stated in the item description.

ITEM	Order qty	MATERIAL DESCRIPTION Unit	Price per unit	Net value
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00010		N. Brevard Gravity Sewer/Manhole Asses 1 Power unit		
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OPO - 03/11/2022-09/30/2022

RFP 7-22-05 Sanitary Sewer and Manhole Inspections and Mapping Services

NO CAPITAL (COMPUTERS OVER \$750 OR OTHER EQUIPMENT OVER \$1000) SHALL BE PURCHASED. THIS PURCHASE ORDER DOES NOT COMMIT TO ANY PURCHASE AND MAY BE CANCELED IN WRITING. NO FURTHER PURCHASES MAY BE MADE ON THIS PURCHASE ORDER AFTER THE #DELIVERY DATE# REFERENCED ON THE PURCHASE ORDER.

VENDOR SHOULD REQUEST IDENTIFICATION FROM ANY INDIVIDUAL UTILIZING THIS PURCHASE ORDER TO OBTAIN COMMODITIES AT THE VENDOR'S LOCATION.

Please deliver to:

Mims Water Plant
2262 High Dr.
Mims FL 32754

00020		PSJ Gravity Sewer/Manhole Assessments 1 Power unit		
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Please deliver to:

North Brevard WW Plant
2880 Pine Dr
Mims FL 32754

00030		S. Bches Gravity Sewer/Manhole Assessmen 1 Power unit		
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Instructions to Vendor
General Conditions
CONTRACT AGREEMENT

GENERAL: The terms set forth in this order can not be changed by the vendor. No change in this order will be recognized without the expressed permission of Brevard County. If the order is not acceptable to the vendor, the vendor shall return the order to Brevard County's Purchasing Services. Failure to deliver or to comply with any of the terms and conditions of this purchase order, and/or any attached agreement, shall be a material breach of said agreement and may disqualify the vendor from receiving future orders.

PURCHASE ORDER NUMBER: This purchase order and the vendors name must be clearly shown on all invoices, packing slips, delivery receipts and correspondence. Failure to clearly indicate the purchase order number may result in the return of invoiced material.

ACCEPTANCE: All terms and conditions referenced on the back of this purchase order, along with any attached agreements signed by both parties, constitute the entire agreement between Brevard County and the vendor.

DELIVERY, TITLE/RISK OF LOSS: Title shall pass to Brevard County upon Countys acceptance of the conforming goods to the designated location. Notwithstanding any agreements to pay freight, express or other transportation charges, the risk of loss of the goods and/or services passes only with title to Brevard County. Containers and reels shall become the property of Brevard County. Delivery shall be made during normal Brevard County working hours. All containers shall be plainly marked with vendors name and purchase order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. C.O.D. shipments will not be accepted. In the event that Brevard County agrees to pay freight, all freight charges shall be fully prepaid and included in the invoice. The original shipping bill shall be included with the invoice. Prices are to be F.O.B. Destination unless specified in this order to the contrary. Delivery time and completion time are of the essence on all orders. Delivery time and completion time may be a deciding factor in award.

INDEMNIFICATION: The vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorneys fees arising out of or resulting from the performance of its work under this purchase order or attached agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the vendor, or anyone directly or indirectly employed by the vendor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by in part by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the vendor, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers compensation acts, or other related policies of insurance.

INSURANCE: The vendor agrees to provide Workers Compensation Coverage for all vendors employees, and to maintain such general and auto liability, as is deemed necessary by Brevard Countys Risk Management office for the particular circumstances and operations of the vendor. The vendor further agrees to provide the County with Certificates of Insurance, mailed directly from the insurance holders company, indicating the amount of coverage in force, upon request by the County.

TERMINATION OF AGREEMENT: If either party fails or refuses to perform any of the provisions of this purchase order and/or attached agreement, or otherwise fails to timely satisfy the purchase order and/or attached agreement, either party may notify the other party in writing of the nonperformance and terminate the purchase order and/or attached agreement or such part of the purchase order and/or attached agreement as to which there has been delay or a failure to properly perform. Such termination is effective upon the partys receipt of the Notice of Termination. Any work completed or services provided prior to the date of termination shall at the option of the County, become the property of the County. The County is only responsible for payment for goods delivered, work completed or services provided prior to the effective date of termination.

WARRANTY: The vendor warrants that the goods and/or services supplied are suitable for the intended and advertised use and shall be of good workmanship and of proper materials, free from defects and in accordance with specifications.

TAXES: Brevard County is exempt from the payment of all federal excise taxes and sales taxes to the State of Florida. State of Florida Sales Tax Exemption Number is 15-21-049743-53C. Federal Tax Exemption Number is 59-6000523. All first time vendors must submit AAW-9 to the Countys Finance Department prior to release of their check.

INVOICING: Invoicing shall fully comply with applicable purchase order and contain: vendor name and mailing address, purchase order number, invoice date, itemized invoice, number of items, type of items, unit price, extended price and total. To ensure prompt payment of invoices, send all invoices related to this purchase order to the deliver to address on the front of purchase order.

MATERIAL SAFETY DATA SHEET: The vendor agrees to furnish Brevard County with a current Material Safety Data Sheet (MSDS) on, or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDS sheets shall be provided for all shipments. MSDS sheets shall be submitted in duplicate to the Brevard County Risk Management at 2725 Judge Fran Jamieson Way, Viera, Florida 32940 and to the ordering/requesting department.

RIGHT TO AUDIT: The County and its auditors shall be entitled to audit the books and records of the vendor to the extent that such books and records relate to the performance of this Purchase Order or attached Agreement. Said records shall be made available, upon request for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by the vendor for a period of three (3) years from the date of final payment under this Purchase Order or attached Agreement, unless a shorter period is authorized in writing.

COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL LAWS: It shall be the vendors responsibility to be aware of and comply with all federal, state, and local laws.

ATTORNEYS FEES: In the event of any legal action to enforce the terms of this purchase order and/or attached Agreement each party shall bear its own attorneys fees and costs.

GOVERNING LAW: This Agreement shall be governed by the laws of the State of Florida, and any trial shall be by non-jury.

Payment terms, unless otherwise stated, will be in accordance with the Florida Prompt Payment Act.

BOARD OF COUNTY COMMISSIONERS
 FLORIDA TAX EXEMPT #85-8012621749C-1
 FEDERAL TAX EXEMPT #59-6000523



REDZONE ROBOTICS INC
 195 THORN HILL ROAD SUITE 110
 WARRENDALE PA 15086
 FAX NUMBER 412-476-8981

Your Vendor Number With Us 15918

Purchase Order

Purchasing Services
 2725 Judge Fran Jamieson Way
 Bldg. C, 3rd Floor, Suite C-303
 Viera, FL 32940
 (321)617-7390
 FAX (321)617-7391

PO Number 4500113184 Date 03/11/2022
 Contact Person: P.A. 7 S.Reynolds
 I CERTIFY THAT THIS IS AN AUTHORIZED PURCHASE.

Stephanie Reynolds

Delivery date: 09/30/2022

Terms of payment: In accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.
 Send all invoices related to this purchase order to the deliver to address unless otherwise stated in the item description.

ITEM	Order qty	Unit	MATERIAL DESCRIPTION	Price per unit	Net value
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Please deliver to:

So Beaches WW Plant
 2800 S. Highway A1A
 Melbourne Beach FL 32951

00040 S. Central Gravity Sewer/Manhole Assessm
 1 Power unit

Please deliver to:

So Central WW Plant
 10001 W. Wickham Dr
 Melbourne FL 32940

00050 Sykes Gravity Sewer/Manhole Assessments
 1 Power unit

Please deliver to:

Sykes Creek WW Plant
 3630 N. Courtenay Pkwy
 Merritt Island FL 32953

Instructions to Vendor
General Conditions
CONTRACT AGREEMENT

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PURCHASE ORDER NUMBER: This purchase order and the vendors name must be clearly shown on all invoices, packing slips, delivery receipts and correspondence. Failure to clearly indicate the purchase order number may result in the return of invoiced material.

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INDEMNIFICATION: The vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorneys fees arising out of or resulting from the performance of its work under this purchase order or attached agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the vendor, or anyone directly or indirectly employed by the vendor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by in part by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the vendor, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers compensation acts, or other related policies of insurance.

INSURANCE: The vendor agrees to provide Workers Compensation Coverage for all vendors employees, and to maintain such general and auto liability, as is deemed necessary by Brevard Countys Risk Management office for the particular circumstances and operations of the vendor. The vendor further agrees to provide the County with Certificates of Insurance, mailed directly from the insurance holders company, indicating the amount of coverage in force, upon request by the County.

TERMINATION OF AGREEMENT: If either party fails or refuses to perform any of the provisions of this purchase order and/or attached agreement, or otherwise fails to timely satisfy the purchase order and/or attached agreement, either party may notify the other party in writing of the nonperformance and terminate the purchase order and/or attached agreement or such part of the purchase order and/or attached agreement as to which there has been delay or a failure to properly perform. Such termination is effective upon the partys receipt of the Notice of Termination. Any work completed or services provided prior to the date of termination shall at the option of the County, become the property of the County. The County is only responsible for payment for goods delivered, work completed or services provided prior to the effective date of termination.

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MATERIAL SAFETY DATA SHEET: The vendor agrees to furnish Brevard County with a current Material Safety Data Sheet (MSDS) on, or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDS sheets shall be provided for all shipments. MSDS sheets shall be submitted in duplicate to the Brevard County Risk Management at 2725 Judge Fran Jamieson Way, Viera, Florida 32940 and to the ordering/requesting department.

RIGHT TO AUDIT: The County and its auditors shall be entitled to audit the books and records of the vendor to the extent that such books and records relate to the performance of this Purchase Order or attached Agreement. Said records shall be made available, upon request for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by the vendor for a period of three (3) years from the date of final payment under this Purchase Order or attached Agreement, unless a shorter period is authorized in writing.

COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL LAWS: It shall be the vendors responsibility to be aware of and comply with all federal, state, and local laws.

ATTORNEYS FEES: In the event of any legal action to enforce the terms of this purchase order and/or attached Agreement each party shall bear its own attorneys fees and costs.

GOVERNING LAW: This Agreement shall be governed by the laws of the State of Florida, and any trial shall be by non-jury.

Payment terms, unless otherwise stated, will be in accordance with the Florida Prompt Payment Act.

NOTICE OF AWARD

March 1, 2022

RFP# 7-22-05/ Sanitary Sewer and Manhole Inspections and Mapping Services

PROCUREMENT ANALYST: Stephanie Reynolds

<u>VENDOR</u>	<u>VENDOR CITY/STATE</u>	<u>MEETS MINIMUM REQUIREMENTS</u>	<u>ITEMS AWARDED</u>	<u>AWARDED PRICING COST</u>
Redzone Robotics, Inc.	Warrendale, PA	Yes	All	Rates Awarded Per Attached Rate Schedule
Hinterland Group, Inc.	Cocoa, FL	Yes	None	
Vortex Services	Tampa, FL	Yes	None	

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA):

(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT)

Katherine Wall
Katherine Wall, Central Services Director

☒ Award to best-ranked proposer, minimum three responses received.

☐ Award to best-ranked proposer, less than three responses received: (copy to Manager)

AWARDED BY A COMMITTEE CONSISTING OF: Matt Prendergast, Utility Services Director; Brian Sorensen, Water/Wastewater Program Manager; Tom Mulligan, Interim Solid Waste Director

FOR PURCHASING USE ONLY:

☐ ONE-TIME PURCHASE

☒ ANNUAL BID:

EFFECTIVE DATE: March 1, 2022 ENDING DATE: February 28, 2025

RENEWAL OPTION ☐ One year ☒ Other: Two (2), One (1) year renewals

☐ Prompt Payment Discount Offered ☐ Yes _____ (Terms) ☒ NO

☐ Performance and payment bonds received with construction contract documents.

☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

☒ Please provide certificate of insurance.

☒ Please provide performance and payment bonds as required.

☒ OTHER: W9 on Oct 2018 Form

SW

NOTICE OF AWARD

February 28, 2022

RFP# 7-22-05/ Sanitary Sewer and Manhole Inspections and Mapping Services (Page 2)

MAPPING SERVICES OF SANITARY SEWER AND MANHOLE INSPECTIONS P7-22-05 PRICE SHEET

Price to provide all labor, materials, equipment, transportation and other facilities as necessary and/or required to execute all of the work described by the bidding documents for the lump sum price of:

Description of Services	Unit Price	Unit of Measure	Estimated Quantity (Fiscal Year 2021/2022 thru 2023/2024)	Total Cost
Wastewater Pipeline Condition Assessment, Documentation, and Inspection; 6" Diameter	\$ 2.75	Per Linear Foot	250,000	\$ 687,500.00
Wastewater Pipeline Condition Assessment, Documentation, and Inspection; 8" – 12" Diameter	\$ 1.25	Per Linear Foot	1,000,000	\$ 1,250,000.00
Wastewater Pipeline Condition Assessment, Documentation, and Inspection; 15" – 20" Diameter	\$ 3.75	Per Linear Foot	25,000	\$ 93,750.00
Wastewater Pipeline Condition Assessment, Documentation, and Inspection; 21" – 48" Diameter	\$ 7.00	Per Linear Foot	15,000	\$ 105,000.00
Wastewater Manhole Condition Assessment, Documentation, and Inspection	\$ 150.00	Per Manhole	3,000	\$ 450,000.00
Wastewater Pipeline Cleaning, if Required to Collect Inspection Data	\$ 3,500.00	Per Day		\$ 3,500.00

SANITARY SEWER AND MANHOLE INSPECTIONS AND MAPPING SERVICES
P7-22-05
FORM OF PERFORMANCE BOND

BY THIS BOND, We RedZone Robotics, Inc., as Principal and Philadelphia Indemnity Insurance Company a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called "Owner," in the sum of Twenty Thousand and 00/100 Dollars and no cents (\$ 20,000.00), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigned, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs promptly, completely and faithfully the contract dated _____, 20____, between Principal and Owner for supply and implementation of the Sanitary Sewer & Manhole Inspection and Mapping, the contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the contract including the delivery, execution and performance of any warranty work required by the contract; and
2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Signed and sealed this 1st day of March, 2022.

PRINCIPAL Redzone Robotics, Inc.

Company: [Signature]

Print Name: Dave Petrosky

Title: Chief Executive Officer

SURETY Philadelphia Indemnity Insurance Company

Company: [Signature]

Print Name: Barbara A. Leeper

Title: Attorney-in-Fact

(Corporate Seal of PRINCIPAL below)

(Corporate Seal of SURETY below)

SIGNATURE OF NOTARY PUBLIC Josephine M. Streyle

PA
STATE

1662078

COMMISSION NUMBER

MY COMMISSION EXPIRES: February 9, 2024

Commonwealth of Pennsylvania - Notary Seal
 Josephine M. Streyle, Notary Public
 Allegheny County
 My commission expires February 9, 2024
 Commission number 1162078
 Member, Pennsylvania Association of Notaries 36

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Brian F. Jeffe, Jay Black, Brian G. Hartman, Barbara A. Leeper, Josephine M. Streyle, Patti K. Lindsey, Wendy A. Bright, Alexandra C. Machnik and Pamela M. Anderson of Seubert and Associates, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

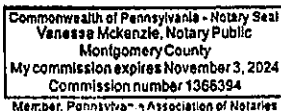


John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 1st day of March, 20 22



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



PROPOSAL FROM REDZONE ROBOTICS FOR:

Brevard County, Florida

Sanitary Sewer and Manhole Inspections and Mapping

P-7-22-05



SUBMISSION DATE

January 21, 2022

PREPARED FOR

Stephanie Reynolds

Procurement Analyst

Brevard County Purchasing Services

2725 Judge Fran Jamieson Way

Bldg. C, 3rd Floor, Suite C-303

Viera, FL 32940

SUBMITTED BY

Jeff Griffiths

RedZone Robotics, Inc.

Vice President, Sales & Marketing

195 Thorn Hill Road

Suite 110

Warrendale, PA 15086

412-476-8980

412-476-8981 Fax

jgriffiths@redzone.com



January 21, 2022

Stephanie Reynolds
Procurement Analyst
Brevard County Purchasing Services
2725 Judge Fran Jamieson Way
Bldg. C, 3rd Floor, Suite C-303
Viera, FL 32940

RE: Sanitary Sewer and Manhole Inspections and Mapping – RFP P-7-22-05

Dear Ms. Reynolds,

On behalf of RedZone Robotics, I am pleased to submit the enclosed information in response to Brevard County's RFP for Sanitary Sewer and Manhole Inspections and Mapping Services. Given the extensive qualifications of our company and personnel, and the history of our success with similar clients and projects, RedZone is uniquely qualified to assist the County with successful sanitary sewer and manhole inspections. This proposal shall remain valid for 120 days.

Established in 1987, RedZone Robotics is a pioneer in the water industry, specializing in **Advanced Pipeline Assessment** using our proprietary, innovative, purpose-built technologies. RedZone developed a comprehensive approach to accelerated, system-wide assessment with our innovative **ASAP** approach. Our vast experience with innovative technologies and techniques empowers contractors, engineers, and utility owners to make informed decisions regarding their buried infrastructure.

Why RedZone?

Experience – Based on years of experience, RedZone has the tools and technologies to complete this system-wide assessment for Brevard County, ahead of schedule, and at the best value. With over **100 million feet of condition assessment data** under our belt, no other firm can match this experience or bring as much valued insight from similar projects.

Technology – RedZone is uniquely positioned in that we purposefully design and manufacture our robots to overcome and solve specific challenges in wastewater collection systems. For this project, we will deploy squads of **SOLO** robots, the first autonomous CCTV crawler in the industry. This allows for rapid data collection and processing to exceed schedule expectations.

Service – RedZone has been an industry-leading service provider, especially in autonomous small-diameter pipe and manhole assessment for nearly 20 years. Our **proven processes and best practices** in the areas of progress reporting, risk management and quality assurance help us **deliver high quality results on-time and within budget**, all while maintaining a focus on safety and leveraging a robust pool of assets including the best equipment available.

Our team is excited about this opportunity and looks forward to working with the Brevard County team in the weeks and months ahead. Should you have any questions regarding the enclosed proposal, please do not hesitate to contact me directly at (757) 353-1521.

Thank you again for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey Griffiths', is placed above the printed name.

Jeffrey Griffiths
Vice President, Sales & Marketing
jgriffiths@redzone.com
(757) 353-1521



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SECTION 1

ORGANIZATION PROFILE, CONTRACTOR QUALIFICATIONS AND EXPERIENCE



COMPANY BACKGROUND

500 Cities Served, over 100 Million Feet Inspected

Established in 1987, RedZone Robotics, a spinoff from Carnegie Mellon University's Department of Robotics, designs advanced customized robotic applications. Uniquely positioned to service the wastewater collection system industry and our falling, aging infrastructure, RedZone developed a wholistic and innovative approach with Advanced Pipeline Assessment technologies and service applications. Now, collection system owners, operators, and engineers have advanced technology to accurately assess their systems in a cost efficient and effective manner from RedZone.

Establishing itself as a pioneer, leader, and innovator for collection system assessment, RedZone first designed its own specialized equipment to meet the challenges of high flow and difficult-to-reach segments. The goal was to obtain and produce a report with critical, accurate details. Multi-Sensor Inspection (MSI) gathers the quantifiable data for vital mid- and large-diameter segments. MSI provides advanced assessment with synchronized, digital CCTV for clearer images, sonar to calculate sediment levels, laser profiling to detect size, alignment, ovality/corrosion defects, H2S gas detection, and air temperature measurement for the prevention of asset deterioration.

"The data that would have taken us 15 YEARS to gather by conventional televising methods, now took only 15 MONTHS."

RedZone surpassed the NASSCO collection record for one segment with over 12,000 LF

As a response to the industry's needs to assess all pipes, RedZone developed a solution for 8" to 12" pipes, the vast majority of pipe sizes in a collection system. SOLO®, an autonomous robot, provides a fast, efficient means of CCTV inspection. Unique to this asset is the ability to post-process NASSCO defect codes, offsite. SOLO is compact, lightweight, and easily deployed in any location accessible by a technician, allowing access to manholes that a truck-based CCTV platform cannot reach. Teams of SOLO robots, or Squads, can be deployed for a rapid, system-wide assessment.

In addition to our robotic platforms, RedZone recognized the need for our clients to view assessment data and interact with a decision support system for reporting, budgeting, planning, and providing work order management. By design, our ICOM® software delivers a GIS-centric, interactive, sewer asset management program to achieve a more efficient solution for collection system management.

Using this method, RedZone Robotics supplies advanced pipeline assessment services to municipalities, contractors, and engineering firms. RedZone Robotics has assessed over 100 million feet of sewer line across North America for over 500 cities including:

Akron	Cincinnati	Houston	Richmond	Arlington	Cleveland
Las Vegas	Salt Lake City	Atlanta	Columbus	Los Angeles	San Francisco
Austin	Washington D.C	Mexico City	Seattle	Baltimore	Dallas
Montreal	Spokane	Calgary	Detroit	New York	Minneapolis
Cedar Rapids	Fort Worth	Pittsburgh	Toronto	Charlotte	Honolulu



KEY PROJECTS

Please refer to the reference form included in Section 5 – Proposal Forms for specific project reference contact information.

Brevard County Utility Services

Melbourne, FL

Since 2019, RedZone Robotics has assisted Brevard County by inspecting small diameter mainlines and manholes within their sewer collection system. The pipe size and layout of these pipes made it an ideal candidate for the Solo autonomous crawler, allowing for rapid collection of CCTV data to accurately assess the structural and operations and maintenance conditions of these pipes. Over 1.5million LF of data has been collected, streamlining the proactive maintenance required for resolving potential issues.

Project Scope

1,500,000+ LF

8"-12" Diameter

3,500 Manholes

Client Reference

Ed Fontanin

Brevard County

[View Project Reference Form](#)

Daytona Beach Utilities Department

Daytona Beach, FL

In 2020, the City of Daytona Beach contract RedZone Robotics to assess approximately 200,000LF of 8" through 12" sanitary pipe segments in the Beachside and Mainland locations utilizing SOLO technology. The data was delivered via RedZone's asset management program, ICOM. All data was delivered in accordance with NASSCO PACP protocols. In 2021, RedZone was contracted to assess an additional 265,000LF of 8" through 12" sanitary sewer pipe in Dayton Beach.

Project Scope

465,000+ LF

8"-42" Diameter

Client Reference

Jeff Lane

City of Daytona Beach

[View Project Reference Form](#)

City of Cocoa Utilities

Cocoa, FL

The City of Cocoa contracted RedZone Robotics for data acquisition, software, and inspection services for a system wide assessment. The goal was to establish a baseline condition for a future rehabilitation program involving cleaning and lining by various other contractors.

RedZone's speed of acquisition with the SOLO, as well as detailed prioritization through the ICOM software, enabled the utility to budget and fix the highest critical areas in a timely manner. Due to the robust nature of the SOLO unit, RedZone can rely on a unique "inspect-to-clean" approach; allowing cash-strapped utilities to only clean where issues arise. The City recently contract RedZone to perform another assessment of the system, including 1200+ manholes.

Project Scope

350,000+ LF

8"-12" Diameter

1,600 Manholes

Client Reference

Chris Collier

City of Cocoa

[View Project Reference Form](#)



KEY MANAGEMENT BIOS

RedZone Robotics' team of professionals has millions of linear feet of inspection experience and understands sewer infrastructure with a unique and advanced perspective. Having a comprehensive approach, from the design of our proprietary robots, equipment manufacturing, field deployment, and advanced engineering reporting has allowed RedZone to develop a one-of-a-kind, systematic team.



JEFF GRIFFITHS

Position

Director-in-Charge

Professional Experience

25 years

Joined Firm

2020

Relevant Expertise

- Managed 100+ condition assessment projects
- NASSCO PACP/ LACP/ LACP Certified
- Serves as a Subject Matter Expert for condition assessment technologies as part of WEF and NASSCO

EXPERIENCE SUMMARY

Jeff brings over 25 years of experience in engineering, marketing, and business development, primarily in water-related services within multiple industries. He joined RedZone Robotics in May 2020 to lead the Sales and Marketing teams. Prior to that, Jeff was Vice President of Business Development at Hydromax USA where he oversaw a 10-fold company growth by driving organic opportunities and managing strategic accounts throughout the U.S. He has served as Project Manager on over 100 projects involving sewer condition assessment, large-diameter pipe inspections, flow monitoring, infiltration/inflow studies, and sewer system evaluation studies. He is actively involved with NASSCO, WEF and associated WEF MA's, and the American Society of Civil Engineers (ASCE).



CHUCK PULASKI

Position

Director of Operations

Professional Experience

30 years

Joined Firm

2015

Relevant Expertise

- Manages 35+ Field Operations Personnel
- Certifications and training:
 - Confined Space Training
 - OSHA Construction Safety and Health

EXPERIENCE SUMMARY

Chuck Pulaski is the Director of Operations for the deployment team. He has 29 years of experience in the wastewater conveyance industry. Under Mr. Pulaski's supervision, RedZone has successfully inspected several hundred thousand feet of small and large diameter pipes utilizing multi-sensor technology throughout North America. He oversees the robotic equipment and maintains the working capability. Mr. Pulaski maintains a current Confined Space, NASSCO PACP, MACP and LACP.

Mr. Pulaski is experienced in project management and effective resource allocations. He has directed operations, including project implementation, on hundreds of RedZone projects. He is especially adept at navigating challenging field conditions and overcoming project hurdles to deliver exceptional results.





NICK PROKSELL

Position
Project Manager
Professional Experience
29 years
Joined Firm
2004

Relevant Expertise

- Managed 25+ Field Operations Personnel
- Certifications and training:
 - Confined Space Training
 - OSHA Construction Safety and Health

As of 2023, Mr. Proksell is no longer an employee of RedZone Robotics.



CHRIS WHITE

Position
Director of Client Services
Professional Experience
10 years
Joined Firm
2011

Relevant Expertise

- Project Management and Data Management
- Project Implementation
- Experience with various software and database architecture

EXPERIENCE SUMMARY

Mr. Proksell is responsible for project management duties with both our field deployment crew operations and for our reporting team. He has over 29 years of experience in the wastewater conveyance industry. Mr. Proksell has managed multiple, simultaneous projects throughout North America. Under his supervision, RedZone has successfully inspected millions of feet of large-diameter pipes, utilizing multi-sensor technology throughout North America. He provides great project oversight by managing field personnel and ensuring that the proper equipment gets deployed, and data is processed. Mr. Proksell maintains a current Confined Space certification, NASSCO PACP, MACP and LACP certification, and SCBA certification.

EXPERIENCE SUMMARY

Chris White is the Director of Client Services for QA/QC Review at RedZone Robotics. He has over 10 years of experience in the wastewater conveyance industry. With Mr. White's support, RedZone has successfully aided engineers, municipalities, and other entities in better understanding technologies and data for managing their collection systems. He oversees the transition of software and data to the end-client and provides a firsthand approach to client continuing education. His technical knowledge of RedZone's technologies and interpretation of deliverables is recognized as an asset to RedZone's clients. Mr. White maintains a current NASSCO PACP, MACP and LACP certification.



PROJECT TEAM

Based on the RFP, RedZone has assembled a project team to complete the scope of work ahead of schedule, safely, and with high-quality results. In addition to our in-house resources, we will partner with Vortex to help complete any work awarded.

The RedZone Director-in-Charge will be Jeff Griffiths, who has directed over 100 projects involving CCTV inspections, large diameter pipe inspections, flow monitoring, infiltration/inflow studies and sewer system evaluation studies, and has been active in the water industry for over 13 years. Chuck Pulaski will serve as the Director of Operations for this project. Once a contract is executed, Nick Proksell or an equivalently experienced RedZone Project Manager (PM) will be assigned. Our PM's are consistently praised by our clients as they are trained and understand what it takes to get the job done right, on time, and with unparalleled delivery. Chuck and the designated PM will provide oversight of our field operations teams and subcontractors, as well as coordination with our QA/QC teams, led by Chris White, Direct of Client Services.

As noted above we will have a subcontracting partner on our team:

Subcontractor Name: Vortex Companies

Company Description: Founded in 2015, the Vortex Companies is a collection of business segments with both a national and international footprint. The Company executes on its vision of providing a comprehensive suite of solutions that deliver quality engineered solutions, products and services that improve the efficiency, safety and long-term reliability of its client's assets.



Project Services to be Provided: Vortex will provide on-call, as-needed services such as sewer pipe cleaning and will also provide redundancy to the team for traditional CCTV inspection work.

Subcontractor Name: Envirowaste

Company Description: Envirowaste (EWSG) has more than 20 years' experience in service, support and consultation to the storm and wastewater infrastructure industry. EWSG has been providing municipalities with sewer and drain cleaning



services since 1998. EWSG uses advanced storm drain cleaning equipment to serve your maintenance and emergency needs.

Project Services to be Provided: Envirowaste will provide on-call, as-needed services such as sewer pipe cleaning and will also provide redundancy to the team for traditional CCTV inspection work.

Subcontractor Name: National Water Main Cleaning

Company Description: National Water Main Cleaning (NWMC) is a part of the Carylton Corporation, the industry-leading national organization of best-in-class regional operating companies that offer specialized services in sewer system maintenance, water supply maintenance and soil/sludge remediation to maintain critical environmental infrastructure. The origins of Carylton stretch all the way back to 1949.

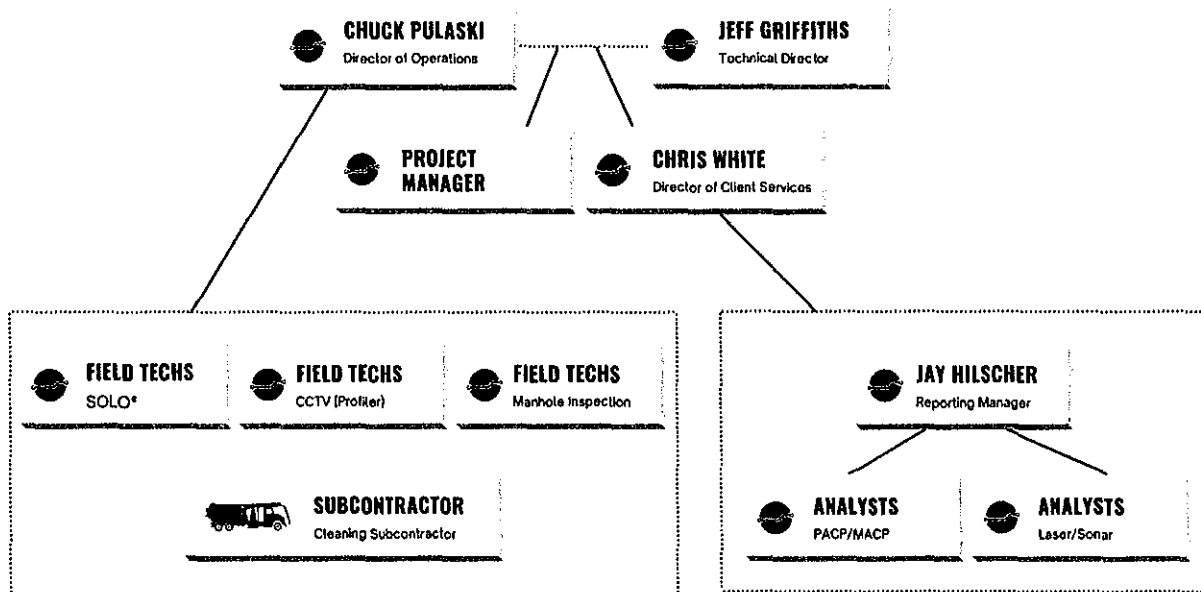


**NATIONAL WATER
MAIN CLEANING**
A Carylton Company

Project Services to be Provided: Envirowaste will provide on-call, as-needed services such as sewer pipe cleaning and will also provide redundancy to the team for traditional CCTV inspection work.



Project Team Organizational Chart



Site Foreman/Lead and Field Team will be on location for the duration of the project.
The Director of Operations is located in Warrendale, PA.

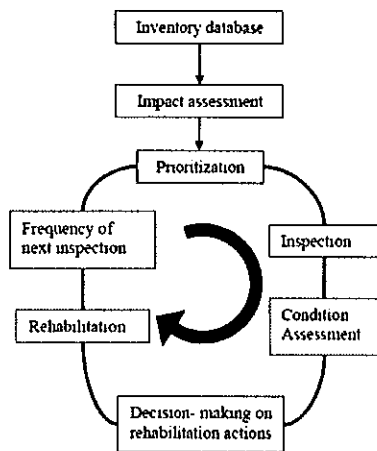
Brevard County – Project Team

Company Name	Project Work to be Performed
RedZone Robotics	Project management, SOLO CCTV inspection, Traditional CCTV, Manhole inspection, QA/QC
Vortex	Sewer Cleaning, CCTV (alternate)
Envirowaste	
National Water Main Cleaning	



THE REDZONE WAY

Performing condition assessments follows a progression of steps: setting objectives for the condition assessment, identification of assets and available data, asset inspection, data analysis, and decision making. This is similar to the EPA's Capacity, Management, Operations and Management (CMOM) program for collection systems. CMOM programs include defined goals, use of information-based approaches to set priorities, evaluation and insurance of adequate capacity, development of a dynamic, strategic approach to preventive maintenance and conducting periodic program audits to identify program deficiencies and ways to address those deficiencies.



Some utilities presume that older pipe must be in poor condition as compared to newer pipe, which is not always the case. According to WEF and the EPA, there are many examples showing 80-year-old pipe in excellent condition and 30-year-old pipe near failure. The only way to know for sure is to perform a condition assessment.

A key component of a thorough inspection and condition assessment program is cost. A well-developed inspection plan will maximize the value of the program, while minimizing the cost of inspection. Therefore, on an as-needed basis, RedZone will work with Vortex Companies to provide sewer cleaning and bypass pumping services. As both sewer cleaning tends to be a substantial cost driver, it is expected to be used only as needed with prior consent from the County.

Commitments from RedZone

RedZone is committed to continuous improvement, employee development, and lasting customer relationships built on mutual trust and honesty, while safely providing clients with unequaled customer service and deliverables exceeding expectations. With this in mind, our objectives for this project are as follows:

- Safely complete the defined scope, at, or below, budget and within the designated timeframe.
- Develop a reliable deliverable with thoroughly defined Key Performance Indicators.
- **Exceed all expectations as a Brevard County service partner.**

Based on our experience, utility management programs are more about data than simply site inspections. Any information gathered in the field must be verified, catalogued, and maintained so that the program has integrity, and all stakeholders have confidence in the results. The utilization of the data collected during the utility programs can represent significant additional enterprise value when high-accuracy GIS is the backbone of the program.

RedZone is differentiated from other service providers in the industry through its professional and technical approach to obtaining and reviewing data. Our team includes engineers, database programmers, GIS specialists, and project managers in addition to field technicians with utility experience, GIS/GPS, and computer software capabilities.



SPEND

After completing more than 100 system wide assessments, RedZone has proven that the inspect-to-clean method is 20% to 50% less costly than traditional cleaning and CCTV programs. Armed with only GIS, RedZone can assess, on average, 75% of a collection system without precleaning. The remaining 25% cannot be initially assessed due to dirty pipe (14%), CNL/CNO (6%), and traffic control or permitting issues (5%). This 86% reduction in cleaning compared to traditional clean-to-inspect methods reduces the total cost of inspection, allowing for a second inspection after the as-needed cleaning has been completed.

SPEED

RedZone's fleet of fully autonomous zero-emission EV robotics platforms allow system-wide assessments to be performed faster than ever before, up to 600% faster than traditional CCTV. With RedZone's efficient, purpose-built fleet of more than 100 robots, an entire system of 240 miles (1,250,000 LF) could be initially assessed in less than nine months. Knowing more, sooner, allows for better planning of maintenance activities and more efficient spending of limited capital and O&M budgets.

SUSTAINABILITY

Traditional cleaning and CCTV equipment uses approximately 40 gallons of fossil fuel per 1,000 LF of inspection. Redzone's SOLO® robots, used for 80% of a system, use less than 3 gallons of fuel per 1,000 LF of inspection. For a 50-mile system, RedZone's ASAP approach will reduce fuel consumption by 86%, eliminate 170 tons of CO2 emissions, and save over 1 million gallons of water by only cleaning pipes that need to be cleaned. As a zero-emission EV platform, SOLO robots eliminate up to 110 dB of unnecessary noise pollution when compared to traditional cleaning and CCTV equipment. ASAP also greatly reduces the costs and disruptions associated with traffic

REDZONE ROBOTICS

**240 MILES
1,250,000 LF**

INSPECTION AND CLEANING

	REDZONE ROBOTICS SOLO®	VS	TRADITIONAL CCTV
FOSSIL FUEL USAGE	11,667 GALLONS		83,333 GALLONS

86%
LESS FOSSIL FUEL

**REDUCED
CO2 EMISSIONS**

845 tons



ASAP
ACCELERATED SYSTEM ASSESSMENT PROGRAM

Shrink your carbon footprint.
www.redzone.com





SECTION 2

TECHNICAL

APPROACH

AND

MANAGEMENT PLAN



TECHNICAL APPROACH AND MANAGEMENT PLAN

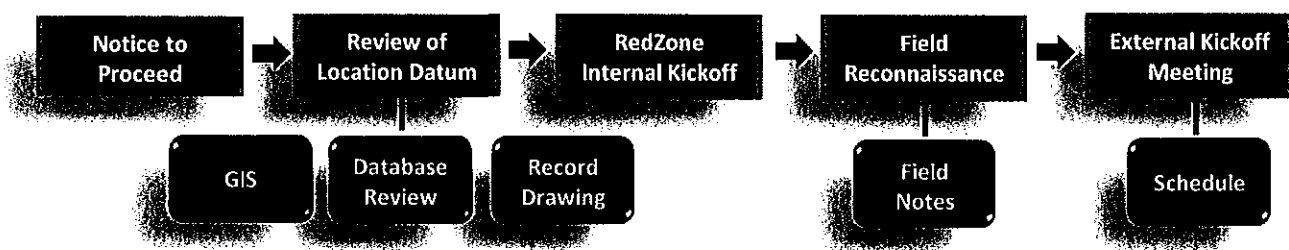
RedZone Robotics understands that the purpose of this contract is to provide inspection services for sanitary sewers and manholes using multiple technologies to obtain detailed pipeline and manhole condition data capable of guiding future maintenance decisions. In total, the scope of work includes the assessment of 244.3 miles of gravity wastewater pipes and 3,000 manholes. As all work under this contract is considered preventative maintenance, a clearer understanding of how your collection system works will reveal maintenance and capacity issues before they become maintenance problems. Implementing a proactive program based on information and systematic assessment leads to preventive maintenance decisions, rather than reacting to emergencies.

For this project, the core tasks fall into two categories: 1) pipe inspection and 2) manhole inspection. All other activities are provided in support of obtaining quality condition assessment data in a safe manner. Sewer cleaning and traffic control are ancillary tasks to be provided, as needed.

1. Project Implementation Overview

Once contract administration is completed, RedZone's Director of Field Operations, Chuck Pulaski and the assigned Project Manager will schedule both internal and external kick-off meetings with all stakeholders. At this time, the RedZone Project Manager will take the lead and communicate with the County's project team on initial goals and assign the field crew personnel. Once the Notice to Proceed is established, the Project Manager will begin the work and schedule weekly progress meetings, bringing transparency to all stakeholders. The mission plan will consider timing, implementation, local notifications, permitting, and traffic control locations, if needed. This local presence creates the foundation for a great relationship, not only with Brevard County, but with the public and other entities working in the area. RedZone will obtain a regional business license and any other required documentation, as needed. A traffic control plan will be issued according to a regional or state DOT specification when required and dependent on the project scope.

Initial Project Planning Process



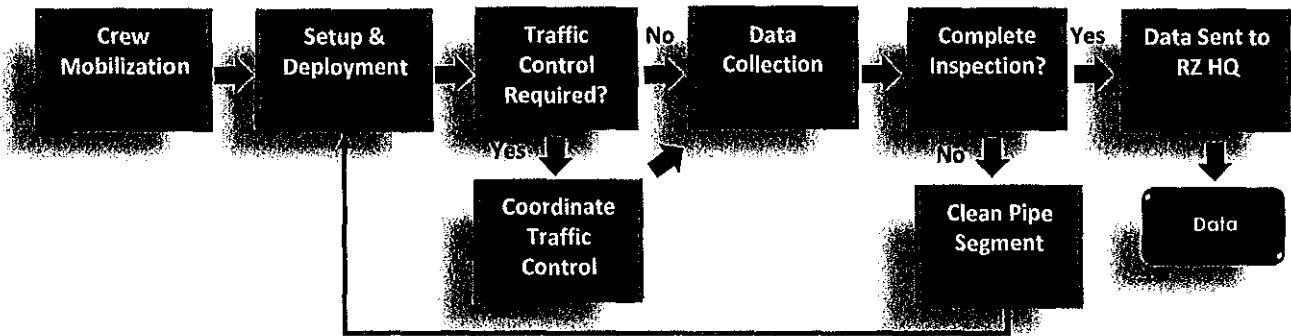
RedZone will obtain a copy of Brevard County's existing sewer infrastructure GIS dataset, import it into our ICOM asset management platform, and use that as a basis to manage this project and associated workflows. Prior to starting any field work, RedZone will perform a reconnaissance of the project area. This initial inspection will enable our team to identify potential problem areas including potential access limitations and the need for special transport for equipment, traffic issues, areas where traffic control is needed, as well as any areas where extraordinary measures might be required. All forms of field work will typically be performed Monday through Saturday from 7:00 AM to 7:00 PM. On occasions RedZone may require work be performed on Sunday, but we recognize the need to get permission from the Mayor and Brevard County team first. All confined space entries will be made in accordance with OCI and OSHA regulations.



While the field-related tasks will be managed locally due to the nature of the work, all data processing will occur at RedZone’s headquarters in Warrendale, PA. Data is transferred via FTP and internal servers to the Reporting Project Manager, Jay Hilscher, who will coordinate quality assurance certification and database generation. This internal server setup will also allow the Project Manager visibility to the day-to-day defect coding, sensor processing, and report creation. The Project Manager will also work in close accordance with the Technical Services Manager, Chris White, to address client questions, concerns, and project requirements.

2. Field Deployment and Data Collection

Since nearly 80% of all pipes in this scope of work are between 8” – 12” in diameter, RedZone will deploy a fleet of SOLO robots. The remaining balance of the inspection will be completed with either standard CCTV crawlers or multi-sensor inspection (MSI) equipment utilizing digital CCTV/Sonar/Laser sensors. All field inspections will be completed by trained and certified operators using established deployment protocols and procedures. RedZone Field Crew Supervisors will coordinate with the Project Manager and Field Crew Personnel to determine best procedures for complete inspection based on investigation notes and pipe conditions that day. Any pipe segments that cannot be inspected or completed because of debris are added to a list that can be provided to our cleaning contractor, on an as-needed basis. With SOLO, the need for maintenance of traffic (MOT) is greatly reduced compared to other conventional approaches with standard equipment.

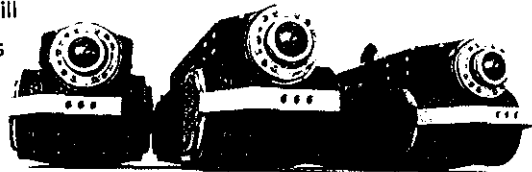


Wastewater Pipeline Condition Assessment, Documentation, and Inspection, 6” Diameter

For pipes 6” in diameter, RedZone is proposing to use conventional CCTV inspection systems in conjunction with NASSCO PACP compliant software. This represents approximately 19% (47.3 miles) of all pipes scoped in this contract. RedZone will either self-perform or subcontract this work to Vortex, Envirowaste or National Water Main Cleaning, all reputable local professional services contractor.

Wastewater Pipeline Condition Assessment, Documentation, and Inspection, 8”-12” Diameter

For all small diameter pipes, ranging in size from 8” to 12”, RedZone will utilize our autonomous SOLO robots to capture and record all data. This represents 78% (189.4 miles) of all pipes scoped in this contract. RedZone will collect and process all SOLO data with NASSCO PACP compliant software. CCTV data will be submitted to Brevard County, at mutually agreed upon intervals, for the work that was



completed the previous weeks. The data will undergo a thorough QA/QC process prior to submission. This process includes review of all the header information, as well as a review of at least 10% of the video collected by a certified PACP analyst.



SOLO robots are operated four (4) units at a time, and each robot can go up to 450 feet in one direction from the starting manhole. With the robots traveling at 30 feet per minute, and optimal pipe conditions, one operator can theoretically inspect 1,350 LF every 30-40 minutes. We know that most sewer pipes are not in optimal condition, however it is not unusual to get 5,000 to 6,000 LF per day of CCTV inspections with 4 SOLO robots. This is 3 to 4 times the CCTV production that one CCTV truck can inspect, with fewer personnel required, and less impacts to street traffic and customers. Thus, we can assess an entire sewer system in months, not years.

The SOLO robots are equipped with two 360-degree cameras. This means that each camera is taking complete images of the full interior of the pipelines. With conventional CCTV cameras, if the operator does not stop the camera, pan, and zoom to view a defect, the defect will go unnoticed. With SOLO, all of the pipe is captured, all the time, so there is no chance of missing a defect by operator error, and the entire pipe interior can be reviewed using the ICOM software viewer.

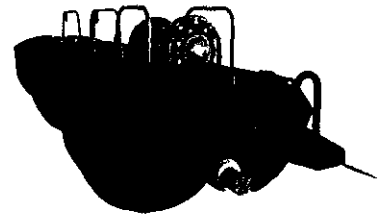
The most important benefit of SOLO, however, is that by inspecting the County's sewer pipelines quickly, the County will have more data to decide how best to spend limited capital improvement funds. In addition, the County will better understand where to clean, or not to clean their pipelines. With a more complete CCTV assessment of the sewer system, CIP and maintenance dollars can be allocated more efficiently, with the most critical needs prioritized.

Wastewater Pipeline Condition Assessment, Documentation, and Inspection, 15"-20" Diameter

For pipes ranging in diameter from 15" to 20", RedZone is proposing the use of conventional CCTV inspection systems in conjunction with NASSCO PACP compliant software. This represents approximately 2% (4.7 miles) of all pipes scoped in this contract. RedZone will either self-perform or subcontract this work to Vortex, Envirowaste or National Water Main Cleaning, all reputable local professional services contractor.

Wastewater Pipeline Condition Assessment, 21" – 48"

For pipes ranging in diameter from 21" to 48", RedZone is proposing to use our multi-sensor inspection (MSI) platform Profiler, which is comprised of HD CCTV, sonar (if flows are sufficient) and laser. All data will be processed and provided per standard NASSCO PACP protocols. This represents approximately 1.2% (2.8 miles) of all pipes scoped in this contract. Since sonar data collection is required for all sewers 21" and larger, our Profiler is a purpose-built technology that collects simultaneous, synchronous data from CCTV, sonar and laser sensors. Although laser data collection is not required in this RFP, it is a simple "on/off" configuration setting on our Profiler system, laser data will be collected at no additional cost to Brevard County. Should the County choose to process any laser data, RedZone will charge an additional \$2.50/LF for reports and deliverables. Rehabilitation and maintenance of larger diameter pipelines is expensive and very disruptive, which is why we recommend MSI on all assets greater than 20" - spend a few more pennies today to save a lot of dollars tomorrow!



Manhole Structure Condition Assessment

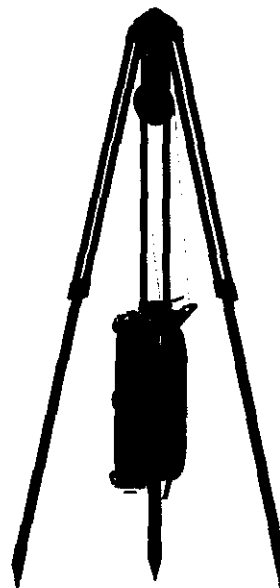
All manhole inspections will be performed in accordance with NASSCO MACP guidelines and all inspection data will be collected and transmitted in a certified MACP program. RedZone understands that manhole inspections are conducted to measure features, look for structural defects, and identify potential sources of I/I.



RedZone typically uses the following sequencing when performing manhole inspections:

- Locate the manhole designated for inspection,
- Erect proper traffic control measures (according to submitted traffic control plan),
- Erect and employ appropriate personal safety,
- Open manhole, inspect manhole frame and lid,
- Determine manhole construction material. Measure size. Evaluate structural condition,
- Measure depth of inverts from top casting,
- Set up tripod and lower SOLO robot,
- Remove SOLO from tripod, download data, and break down tripod,
- Replace manhole lids and remove traffic control.

According to NASSCO, MACP level 1 is used as a preliminary screening tool to determine whether a manhole might require further investigation and remediation. This inspection consists of a paper report with a “sound” or “defective” for the individual components. Due to the complexity of the manhole structures, RedZone goes above and beyond a Level 1 by incorporating our SOLO autonomous crawler to collect video footage of that assessment. This includes the defect coding and ratings, providing valuable insight to the detail of potential issues. Furthermore, having a 360-degree video of the structure establishes a baseline for future planning, time-based comparisons, as well as reference material. Only one field crew member is needed to complete this task, and SOLO can be setup and deployed in under 15 minutes.



Traffic Control

RedZone anticipates that minimal traffic control will be required for this project since such a substantial portion of the work will be completed using SOLO inspection crawlers. Therefore, on an as-needed basis, RedZone will utilize internal resources to provide above-standard traffic control services. These services will be minimized and only used as necessary, with prior notification given to Brevard County personnel.

Wastewater Pipeline Cleaning

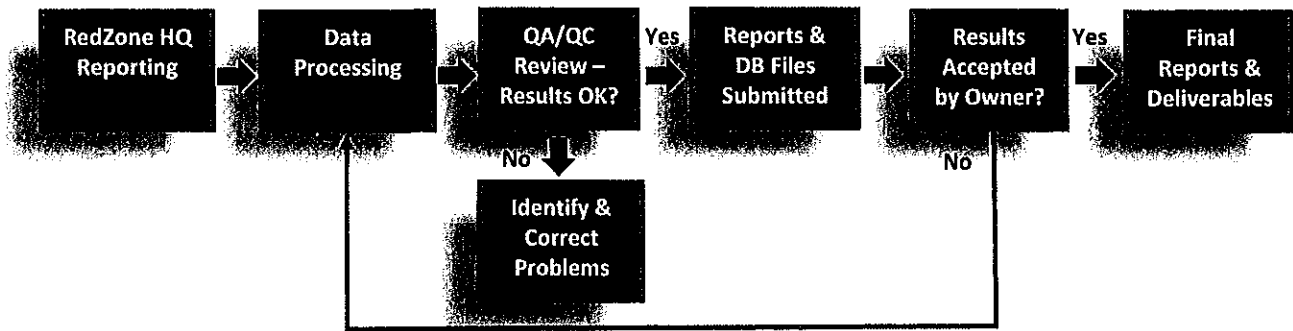
Based on RedZone’s technologies, capabilities, and experience, Brevard County can implement the cost-effective “inspect-to-clean” process which improves prioritization to determine specific repairs and maintenance methods. A key component of a thorough inspection and condition assessment program is cost. A well-developed inspection plan will maximize the value of the program, while minimizing the cost of inspection. Therefore, on an as-needed basis, RedZone will work with one of several local professional services contractors, such as Vortex, Envirowaste or National Water Main Cleaning, to provide sewer cleaning services. As both sewer cleaning tends to be a substantial cost driver, it will be minimized for only the most critical assets.

3. Data Processing and Delivery

RedZone will prepare all deliverables, both pipelines and manholes, in accordance with NASSCO PACP and MACP protocols, respectively. For any multi-sensor data collection, sonar and laser data are post processed offline by trained engineering reporting technicians for accurate debris levels and profiling calculations. RedZone imports all data captured during the inspection into ICOM for PACP coding and QA/QC. ICOM is a NASSCO certified enterprise software system built on advanced



web-based technology that supports integration with other asset management platforms. Project Managers will update maps based on the outcome of each asset inspection and make appropriate revisions in ICOM. Reporting Analysts will perform a QA/QC review and make any final updates to the GIS dataset before a copy is provided back to Brevard County. The use of ICOM allows for GIS-based viewing of condition defects as well as query and filter features, ensuring proper and accurate reporting techniques, easily identifiable outliers in the datum and faster corrections and revisions. It also contains the ability to create an executive summary that will clearly show the location, in relation to adjacent manholes (i.e., stations), of each lateral/main connection discovered. Other data of significance such as the locations of unusual conditions, cracks, misalignments, collapsed sections, presence of debris and deposits will also be included as brief and informative comments of the sewer pipeline conditions. On a regular, periodic basis, RedZone will export data from ICOM and work with Brevard County to seamlessly import all data into the County’s system of record of choice. Based on our use of technology to coordinate activities between Project Managers, Field Technicians and Data Analysts, along with our in-house NASSCO-trained personnel, RedZone has an unparalleled advantage to maintain quality data and deliverables.



ICOM, Sewer Asset Management Software

RedZone’s ICOM Sewer Asset Management software is a decision support system that allows asset owners and managers to securely access their inspection data, as well as oversee maintenance, budgeting, and planning responsibilities in one convenient tool. ICOM is NASSCO certified, allowing for the import and export of standard PACP/MACP databases. RedZone Robotics also utilizes ICOM internally for defect coding and has an expert team of professionals able to assist with its implementation.



INSPECTION MANAGEMENT

- Optimized inspection planning
- Multi-vendor inspection support
- Multi-sensor data viewer
- PACP/MACP/WRc import/export



WORKORDER MANAGEMENT

- GIS-based asset inventory
- Activity-based work orders
- Maintenance planning and scheduling
- Route management
- Mobile field works



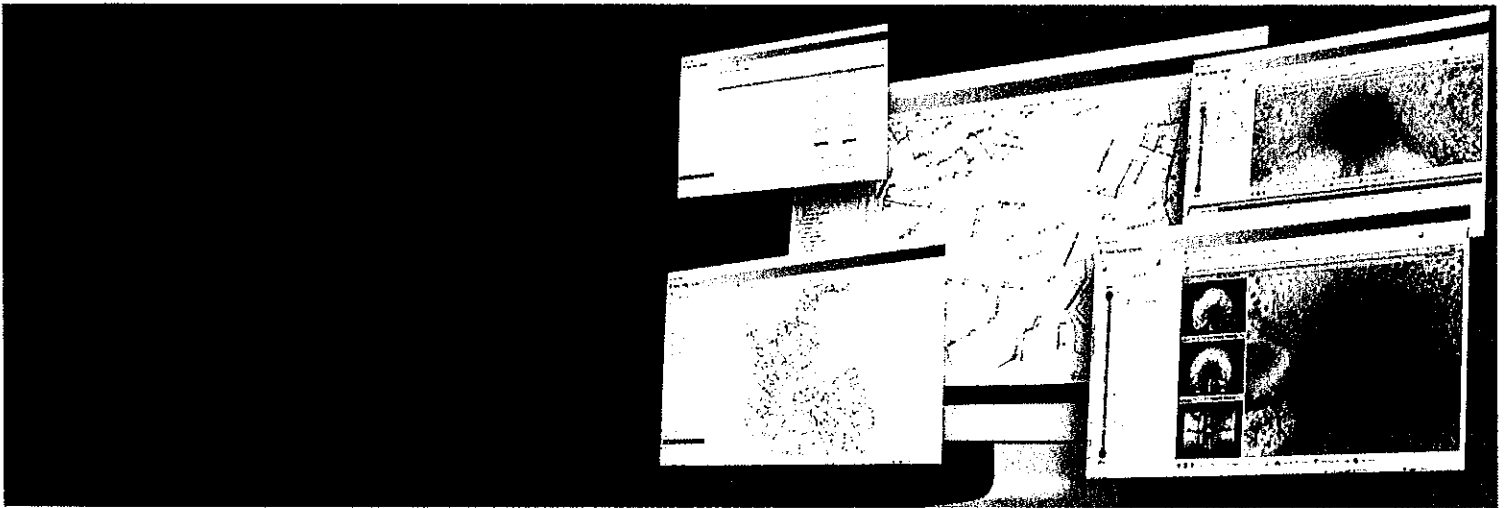
ASSET MANAGEMENT

- Condition assessment
- Risk and criticality
- CIP planning
- Asset lifecycle planning
- Regulatory compliance



All of RedZone's inspection results are delivered as part of the project deliverables providing a synchronized view of all CCTV, and sonar results (if applicable), as well as manhole data. This allows the data reviewer to query and review all inspection results to plan the proper course of action quickly and efficiently. Inspection results can be queried and shown on the integral GIS map, where cleaning, rehabilitation and replacement options can be evaluated and flagged within the system using our unique R3 (Repair, Refurbish, and Replace) selection and costing tool. All PACP and MACP data will also integrate into most enterprise asset management systems.

RedZone understands that it is important for any utility owner to have a dynamic system of record for their assets. In many cases, this starts and ends with the GIS. Mapping errata is often found when undertaking an inspection project: pipe sizes, materials, and connections can differ from what is expected. As part of this condition assessment, RedZone is capable of providing discrepancy reports based on these GIS attributes and will supply shapefiles or geodatabases of the inspection data in the County's schema – allowing the County to import this information back into their system of record. Additionally, RedZone uses their ICOM database architecture to also supply lateral and side-sewer locations on a separate layer within the GIS, enhancing the CCTV data collected.



ANTICIPATED ISSUES AND CHALLENGES

Although no unforeseen issues are anticipated on this project, there are always unique field conditions or challenges that must be considered and managed appropriately. With that in mind, RedZone anticipates three areas that will require a specialized focus:

1. Community Relations

Like all RedZone projects, we believe Brevard County wants to safely collect high confidence data while maintaining positive relations with community residents. The best way to do this is through continual communications to make sure everyone is on the same page. We will request regular meetings with the Brevard County team prior to the start of our field work to ensure we have a thorough understanding of your expectations. Any added information obtained will be transmitted to all the teaming partners as well.

RedZone also recognizes that while we work for Brevard County, we are most visible to the public. Our crews are trained to do everything possible to maintain good relations with the public. We have inspected more than 100,000,000 LF of sewer and have learned how to interact with all types of individuals and organizations. Our goal is to treat everyone we meet as we would want to be treated. If requested, RedZone personnel are more than happy to attend public meetings in conjunction with inspection activities.

RedZone will manage the efforts for access to the sewer pipes and manholes. These efforts may include verifying easement locations, obtaining permissions, permits, and coordinating with the public. General location information provided will help determine which efforts may be needed. For pipes with limited information, research regarding the exact location for pipe access to determine the appropriate action shall be conducted and documented. As deemed appropriate by Brevard County, RedZone can inform affected Property Owners/Tenants of project timing and the general scope of work to be performed in the neighborhood. Notification shall include all critical information regarding this project.

2. Maintenance of Traffic

Based on our intended use of SOLO robots for nearly 80% of the scope of work, the RedZone approach will be the least disruptive means to assess the wastewater collection system. Since SOLO robots operate autonomously, with manhole lids closed, the operator is in and out of a manhole in a matter of minutes, preventing the need for long-term street lane closures, and expensive traffic control. As needed, RedZone will submit draft and submit traffic control plans that meet local and Florida DOT requirements.

3. Easements

RedZone understands that some portion of work will be in off-road easements. SOLO is also an excellent choice for off-road easements where roads do not exist, and access precludes the use of large conventional CCTV trucks. Many of our MSI platforms are portable and can be easily deployed from off-road access locations. RedZone has the most expansive fleet and experience to deploy from remote locations without the need to clear vegetation or build service roads, a true environmentally friendly approach.



Deploy SOLO easily in easements.



RedZone's Approach to Collecting Advanced Data

Based on our experience, we have found the following to be essential to successful projects: commitment to safety; clear communication; skilled personnel; utilizing the best equipment available; and providing high-quality, high-confidence deliverables.

1. Commitment to Safety

Prior to commencement of any field activities, our Director of Safety and Operations, Mr. Chuck Pulaski, will work with the RedZone project team to better understand the safety requirements and known site-specific hazards associated with this project. Safety starts with the personnel understanding potential hazards on the job. Every morning, RedZone employees start their workday with a tailgate meeting to go over any potential hazards and how to safely manage or avoid them. Unfortunately, there are times when something unexpected happens on a job. If a safety hazard is identified during the day, and it cannot be mitigated, the crews have the power to shut down the work until it can be safely performed.

2. Clear Communication

RedZone will ensure that clear, quality communications occur between Brevard County and the entirety of the project Team including subcontracting partners. Our communication goals will include the conveyance of a clear understanding of the wants and expectations of Brevard County to the Team, generation, and communication of specific task protocols to meet those wants and expectations, and ongoing, regular dialogue on project matters including completion status. In addition, we strive to ensure clear communication, as appropriate, and a high-level of customer service in our team's interaction with the Brevard County community.

3. Skilled Personnel

The most essential element to a thorough data collection program is an initiative-taking, skilled, and technically competent workforce. RedZone is deeply invested in all aspects of hiring, training, developing, and retaining our people, as we understand that quality personnel strive for excellence in all they do. Currently, RedZone employs nearly 100 employees; this includes over 20 GIS Reporting Analysts who perform post processing and data review of our deliverables, which is a critical step in managing a comprehensive data collection program. The work of our analysts is routinely audited to guarantee high quality standards.

4. Utilizing the Best Equipment Available

RedZone is an industry pioneer when it comes to wastewater collection system inspection technologies. Our purpose-built robots have been designed and manufactured to withstand the highly corrosive and unsafe conditions of our buried sewer systems. In addition to our fleet of specialized equipment, RedZone has made significant investment in backup equipment to avoid downtime. Additionally, we routinely bench test equipment before it gets deployed and used in the field.

5. Submitting Unequaled, High-Quality, High-Confidence Deliverables

RedZone is continuously streamlining our processes for more timely and cost-effective delivery. We have developed proven processes and streamlined steps to ensure that our teams are tracked to verify assets. Using our ICOM asset management system, we can manage massive amounts of data and make that information available to the entire project team in near real-time, if desired. NASSCO trained analysts review the inspections for accuracy and completeness. PACP and MACP deliverables are provided that follow current NASSCO standards for database and file structure. ***RedZone's objective is to provide accurate data that empowers engineers and owners to make the best decisions possible regarding their buried infrastructure and by collecting the best data possible and providing it in an easy-to-understand format.*** This can only be accomplished via the submission of precise and accurate data.





SECTION 3

PRICING





SECTION 4

PROPOSAL

FORMS

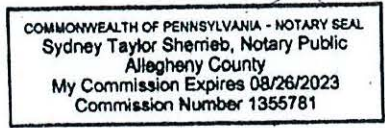


SUBMIT SEALED PROPOSAL TO: BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940				REQUEST FOR PROPOSAL Proposal Acknowledgment	
PROCUREMENT ANALYST: Stephanie Reynolds stephanie.reynolds@brevardfl.gov		(321) 617-7390 Ext. 5-9336		AN EQUAL OPPORTUNITY EMPLOYER	
PROPOSAL SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or DemandStar [®] website and VendorLink.					
RELEASE DATE: December 9, 2021		PROPOSAL TITLE: Sanitary Sewer and Manhole Inspections and Mapping Services		PROPOSAL NUMBER: P-7-22-05	
PROPOSAL OPENING DATE AND TIME: January 21, 2022 @ 3:00pm				PROPOSAL RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED	
PRE-PROPOSAL DATE, TIME, AND LOCATION: Not Applicable					

▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS: RedZone Robotics, Inc. 195 Thorn Hill Road, Suite 110 Warrendale, PA 15086		FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN): 25-1558769	
TELEPHONE NUMBER/TOLL-FREE NUMBER: (412) 476-8980		If returning as a "no proposal," state reason:	
I certify that this proposal is made without prior understanding, Contract, or connections with any corporation, Contractor or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Contractor. In submitting a proposal to the County of Brevard, the Contractor offers and agrees that if the proposal is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.		The Contractor acknowledges that information provided in this RFP is true and correct. X  _____ AUTHORIZED SIGNATURE (MANUAL) Dave Petrosky NAME (PRINTED/TYPED) Chief Executive Officer TITLE 1/18/2022 DATE	

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR PROPOSAL

Sworn to and subscribed before me this <u>18th</u> day of <u>January</u> 2022 Personally known: ☒ Or produced identification: ☐ Type of ID: _____  PA SIGNATURE OF NOTARY PUBLIC STATE <u>Sydney Taylor Sherrick</u> NAME OF NOTARY PUBLIC (PRINTED) My commission expires: <u>8/26/23</u>		(AFFIX SEAL or STAMP) 
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BOND DATA

CONTRACTOR MUST PROVIDE:		AMOUNT:
Yes ☒	No ☐	BID BOND \$10,000.00
Yes ☒	No ☐	PERFORMANCE BOND \$20,000.00
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND
In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:		
BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO: FINANCIAL CLASS
\$ 1,000,000	I	\$ 25,000,000 V
\$ 2,000,000	II	\$ 50,000,000 VI
\$ 5,000,000	III	\$ 100,000,000 VII
\$ 10,000,000	IV	
Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.		
PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME CONTRACTORS MUST SUBMIT A CURRENT W-9 FORM.		

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. DEFINITIONS:

- a. **COUNTY** - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.
- b. **CONTRACTOR** - The term "CONTRACTOR" used herein refers to the dealer/ manufacturer/business organization submitting a Proposal to the County in response to this solicitation or any organization that will be awarded a contract pursuant to the terms, conditions and quotations of the Proposal.
- c. **USING AGENCY** - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.
- d. **HEAVY DUTY** - The Item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
- e. **QUALIFIED CONTRACTOR** - The best Contractor who has the capability in all respects to fully perform the Proposal requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, and any other information required by Board policies.
- f. **RESPONSIVE CONTRACTOR** - A Contractor who has submitted a bid or proposal, which conforms in all respects to the requirements of the solicitation, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.
- g. **DUE CAUSE** - An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF PROPOSALS:** All Proposals shall be submitted in a sealed envelope. The Proposal number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any Proposals received in Purchasing after the specified date and time will not be accepted. An original and number of copies indicated of the Proposal must be submitted unless otherwise noted.

3. **EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any Proposal entry must be initialed. The company and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **PROPOSAL OPENING:** Proposal opening shall be public on the date and time specified. Sealed proposals received by an agency pursuant to requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after Proposal or proposal opening, whichever is earlier in accordance with Florida Statute 119.071(1)(b) 2. The names of the Contractors submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation

will be released. Proposal must be submitted on forms provided by the County. No other forms will be accepted. Telephone and telegraph Proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of thirty (30) days unless otherwise specified.

5. **PROPOSAL TABULATIONS:** Proposal tabulations are posted to: www.demandstar.com and VendorLink.
6. **CLARIFICATION/CORRECTION OF PROPOSAL ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.
7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940, or emailed to the attention of the applicable Purchasing Agent. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the Proposal. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which will ONLY be posted to www.demandstar.com and www.myvendorlink.com. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Proposer from any obligation under his Proposal as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum. It being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their Proposal.
8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.
9. **PRICING:** Contractor prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for term of the contract unless a change is authorized by the County. The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Board of County Commissioners.
10. **ADDITIONAL TERMS & CONDITIONS:** The County reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.
11. **TAXES:** The County is exempt from Federal Excise Taxes and all sales taxes.
12. **DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Proposal evaluation purposes.
13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good and workmanlike manner.
14. **BRAND NAME OR EQUAL:** If items called for by this Invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be

acceptable. Contractors offering "equal" products will be considered for award if such products are clearly identified in the Proposal and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his Proposal that the Contractor is offering an "equal" product, the Contractor shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Proposals and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the Proposal and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the Proposal, or prior to RFP opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
16. **ASSIGNMENT:** Any purchase order issued pursuant to this Proposal and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.
18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
19. **TRAINING:** If specified, Contractor(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any item(s) purchased from this Proposal.
20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in Proposal and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the Proposal list and the Contractor disqualified from doing business with the County.
21. **SAFETY WARRANTY:** The selling dealer, distributor, Contractor, and manufacturer shall be responsible for having complied with all Federal,

State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this Proposal shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this Proposal.
23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all Proposals or waive any minor irregularity or technicality in Proposals received. Contractors are cautioned to make no assumptions unless their Proposal has been evaluated as being responsive and qualified. All awards made as a result of this Proposal shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. The County reserves the right to cancel an awarded Proposal upon due cause, i.e. Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.
24. **Unless otherwise noted in the Proposal document, Contractors shall submit one Proposal only.**
25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State Statutes and County Ordinances. All Contractors must disclose with their Proposal the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.
26. **PURCHASING CONTRACTS WITH OTHER GOVERNMENT ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor(s).
27. **DRUG-FREE WORKPLACE:** Whenever two or more proposals which are equal with respect to price, quality, and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has implemented a drug free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All Contractors are hereby placed on notice the County Commission and staff shall not be contacted about this Proposal. Contractors and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the RFP; and written correspondence in regard to Proposals may be submitted to the Purchasing Manager. Each Proposal will have one purchasing staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify Contractor from consideration of award.
29. **PUBLIC ENTITY CRIMES:** All Contractors are hereby placed on notice that 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction repair of a public building or public work, may not submit proposals 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 287.017 Fla. Stat. for CATEGORY TWO (currently \$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

30. **DISCRIMINATORY VENDOR LIST:** An Contractor placed on the Discriminatory Vendor List shall not submit a proposal for a contract to provide goods or services to a public entity, shall not submit a proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.
31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.
33. The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. The County does not exempt itself from permitting requirements. The County shall pay all Brevard County permit, inspection and impact fees required for the project

or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

34. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Proposal's total offer will be adjusted accordingly.
35. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this Proposal award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the Proposal to maintain continuous coverage during the life of the award.
36. **INCURRED COST:** The County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this RFP are entirely the obligation of the Contractor and shall not be chargeable in any manner to the County.
37. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other Contract by which an interest is retained by the seller.
38. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
39. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.
40. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.
41. **ADDITION, DELETION OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this Contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the Contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the Contractor, and the contract manager upon completion of such portion.
42. **OPERATION DURING DISPUTE:** In the event the County has not canceled the Contract in accordance with the terms of the Contract, and there remains a dispute between the proposer and the County, the Contractor agrees to continue to operate and perform under the terms of the Contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
43. **CONTRACT TERMINATION:** The Contract resulting from this Proposal shall commence upon issuance and acceptance of the fully executed Contract. The County user agency shall issue orders against the Contract on an as needed basis. The Contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the Contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded

Contractor shall be paid for services performed through the date of termination.

44. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior to the public meeting/hearing in order to provide the requested service.
45. **CONTRACTOR RESPONSIBILITIES:** A Contractor, by submitting a Proposal, certifies that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this Contract.
46. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractor's performance of the Contract will be monitored by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
47. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the proposal. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
48. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP products encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
49. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the proposer and the County.
50. **PROMPT PAYMENT:** For payment promptness, the County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. The County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the County Purchase Order form. Contractors may offer cash discounts for prompt payment but they

will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

51. **RIGHT TO AUDIT RECORDS:** In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of three (3) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.

52. **UNAUTHORIZED ALIEN WORKERS:** The County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.

53. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractor's obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of 119.07(1)(e) and (f), Fla. Stat.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

54. **REFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.

55. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.

56. **TIE BIDS:** Award of all ties shall be made by the Purchasing Manager in accordance with State Statutes, which allows a Contractor certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

- a. For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that the company is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;
- b. Should a tie still exist, in the case of proposals only, priority shall be given until the tie is broken, to the Contractor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
- c. In the event that a tie still exists after progressing through both options listed above, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the affected Contractors if they elect to be present.

57. **CONTRACTOR COMPLAINTS AND DISPUTES:** The County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

a. **POSTING OF AWARD NOTICES**

FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized, the Purchasing Manager or his designee shall post the selection committee's rankings and recommended award.

b. **PROCEEDINGS**

Any contractor who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

The formal written protest shall reference the proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the

Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a Hearing Coordinator and the County Attorney or designee may attend. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

c. **STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

58. Unless otherwise specified in this solicitation, all contracts are non-exclusive and the County may employ other professional or technical personnel to furnish services for the County, as the County, in its sole discretion, finds is in the public interest. The County reserves the right to assign such work to the Contractor as it may approve in the sole discretion of the County.

59. Section 286.101 of Florida Statutes requires all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before

applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined on the enclosed Foreign Influence Disclosure Form. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a

transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

SANITARY SEWER AND MANHOLE INSPECTIONS AND MAPPING SERVICES
P7-22-05
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SANITARY SEWER AND MANHOLE INSPECTIONS AND MAPPING SERVICES
P7-22-05
PROPOSAL SCHEDULE

PROPOSAL SCHEDULE

The following anticipated timeline for completion of the RFP process and implementation has been established:

IDENTIFICATION DATE

12/9/2021

RELEASE OF PROPOSAL

1/7/2021 @ 5:00 pm

DEADLINE FOR QUESTIONS

1/21/2022 @ 3:00 pm

PROPOSAL DUE DATE

Date & Time TBD

SELECTION COMMITTEE MEETING

SANITARY SEWER AND MANHOLE INSPECTIONS AND MAPPING SERVICES
P7-22-05
SPECIAL CONDITIONS

1. **INTRODUCTION/PURPOSE:**

Brevard County Purchasing Services on behalf of the Brevard County Utility Services Department is soliciting proposals from qualified contractors for the inspection of approximately 1,290,000 linear feet of sanitary sewer ranging from 6" to 48" diameter and sanitary sewer manholes. Inspection shall be completed using Closed Circuit Television Video (CCTV) and sonar, in accordance with National Association of Sewer Service Companies (NASSCO) 7.0 Standards. Additional sewer inspections may be added at the discretion of the County.

2. **CONTRACT PERIOD:**

Effective date of contract(s) will be for three (3) years from the date of contract execution with the option to extend the Contract for two (2) additional one (1) year renewal terms upon mutual agreement of both parties. Based on the response to this RFP, the Selection Committee may make a selection, to award, revise or reject to the highest ranked Contractor.

Proposal prices shall remain firm for the first thirty-six (36) months of this contract. The awarded Contractor may have an opportunity to request an annual price adjustment for the fourth and subsequent years of this contract. The request for price adjustment must be submitted in writing no later than ninety (90) calendar days prior to the annual anniversary of the contract start date. The request for price adjustment must include written justification (raw material price increase, labor, etc.) for the increase and a copy must be sent to the Purchasing Manager. Any approved request for price adjustment will not take effect until the anniversary of the contract start date and any such granted price adjustment will be in effect for the twelve (12) month period following the said anniversary start date. Written request for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI). Any price adjustment shall be approved by the Purchasing Manager or designee prior to the new price becoming effective.

3. **BACKGROUND:**

The County uses the results of the condition assessment program to develop a rehabilitation and replacement program. The County maintains a GIS database of all public utility assets.

4. **PROPOSAL SUBMITTAL:**

Please submit **one (1) original and three (3) hard copies along with a copy on on USB flash drive** no later than January 21, 2022 @ 3:00pm. Paper copies must be provided, but should be accompanied by an equivalent electronic PDF file. Sealed proposals must be clearly marked as follows:

"RFP # P-7-21-05, Sanitary Sewer and Manhole Inspections and Mapping Services" and returned to:

Purchasing Services
Brevard County Government Center
2725 Judge Fran Jamieson Way, 3rd Floor, Suite C303
Viera, FL 32940

All proposals received on or before the due date and time will be opened January 21, 2022 @ 3:00pm of the names of the firms submitting proposals will be read. No details of the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after opening of the proposals, whichever occurs first, in accordance with Chapter 119.071 (1), Florida Statutes.

***Note:** Please ensure that if you use a third party carrier (DHL Express, FedEx, UPS, USPS, etc.)

that they are properly instructed to deliver your proposal only to Purchasing Services on the third (3rd) floor at the above address. Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk. To be considered, a proposal must be accepted in Purchasing Services no later than the RFP closing date and time. If the proposal is delivered anywhere else, it may not reach Purchasing Services in time.

There is no electronic submission option available. Proposals must be received in hardcopy by the instructions above to be considered received.

5. **PRE-PROPOSAL MEETING DATE AND TIME:**

Not Applicable

6. **INFORMATION OR CLARIFICATION:**

For information concerning procedures for responding to this proposal, contact Stephanie Reynolds, Purchasing Services at 321-617-7390, or by email at stephanie.reynolds@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services. No interpretation of the meaning of the proposal, any correction of any apparent ambiguity, inconsistency or error therein, will be made by any proposer orally. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, Florida, 32940, or emailed to the attention of Stephanie Reynolds at stephanie.reynolds@brevardfl.gov. **To be given consideration, such requests should be received in writing, in order to receive a response no later than January 7, 2022 @ 5:00pm of the proposals.** All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal. Only the interpretation or correction so given by the Procurement Analyst in writing shall be binding. Any request for additional information should be referred to the County Office of Purchasing Services.

Any addenda will be transmitted by written addendum through Purchasing Services and posted to <http://www.demandstar.com> and [VendorLink](#). The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Interviews may be conducted. Proposals will be reviewed, scored and ranked by a Selection Committee using the evaluation criteria as outlined herein, and may conduct interviews from the top ranked firms. The Selection Committee may make a selection to award, revise, or reject with the "highest ranked Contractor."

The County will not be bound by oral explanations or instructions given at any time during the competitive process or afterward.

Right to Submitting Material: All responses, inquiries or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Contractors will become the property of Brevard County.

Contract Negotiation: The County at its sole discretion, reserves the right to enter into contract negotiations with the #1 ranked, responsive, responsible Contractor. If the County and said Contractor cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with the next highest ranked, responsive, responsible Contractor. This process will continue until a Contract acceptable to the County has been executed or all Proposals are rejected. No Contractor shall have any rights against the County arising from such negotiations or termination thereof.

7. BID SECURITY BOND

- a. Bid Security shall in the form of either (1) a cashier's check or certified check made payable to the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, (2) a Bid Security Bond in the form set forth in Attachment A, in the amount not less than ten thousand dollars (\$10,000). **If submitting a Bid Bond, vendor MUST utilize the form provided in the bid package. Any alternative bid form will deem vendor as non-responsive.** Any submitted certified check or cashier's check shall be drawn on a solvent bank or trust company approved by the COUNTY, made payable to BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS. **If submitting electronically and utilizing a certified check or cashier's check in lieu of bid bond, hard copy of the check must still be received in the Purchasing Office by the due date per the terms above.** Personal checks or company checks will not be accepted. The Bid Security Bond shall be issued by a surety company duly authorized by the Florida Department of Insurance to conduct business in Florida, listed on the U.S. Treasury List, rated A+, or higher, by the latest A.M. Best Insurance Guide, and otherwise acceptable to the COUNTY.
- b. Bid security in the amount of ten thousand dollars (\$10,000) which is to become the property of the County in the event the contract is not executed, as liquidated damages for the delay and additional work caused the County.
- c. If the Bidder is a partnership, the Bond shall be signed by each of the individuals who are partners; if a corporation, the Bond shall be signed in the correct corporate name by a duly authorized officer, agent, attorney-in-fact. The Bid Security Bond shall be issued or countersigned by a local procuring agent who is a resident of the State of Florida. Satisfactory evidence of the execution authority of the person or persons executing the Bid Security Bond shall be submitted with the Bond. The Bid Bond shall be executed by the Bidder as principal.
- d. The Bid Security is given as a guarantee that the Bidder will enter into a Contract and provide all required documents, as requested, if awarded the Scope of Services. Failure or refusal of the successful BIDDER to execute the Contract within ten (10) days after the Bidder has received Notice of Award of the Contract, or furnish the required insurance certificates will result in Successful Bidder forfeiting the full amount of the Bid Security and the County retaining the Bid Security not as a penalty, but as liquidated damages.

8. PERFORMANCE BOND

CONTRACTOR shall provide a Performance Bond (Surety Bond) in the amount of Twenty Thousand dollars (\$20,000.00) to insure the successful performance under the terms and conditions of this Contract. The performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Services list of approved bonding companies which is published annually in the Federal Register, or by a Florida domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholder's surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Florida or owned by Florida residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Florida domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital

and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Florida. The CONTRACTOR shall maintain the performance bond for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

SANITARY SEWER AND MANHOLE INSPECTIONS AND MAPPING SERVICES
P7-22-05
SCOPE OF SERVICES

1. General

The project will consist of inspecting approximately 1,290,000 linear feet of sanitary sewer ranging from 6" to 48" in diameter and approximately 3,000 sanitary sewer manholes. All inspections shall be accomplished in accordance with National Association of Sewer Service Companies (NASSCO) , Pipeline Assessment Certification Program (PACP) and Manhole Assessment Certification Program (MACP) standards using Closed Circuit Television Video (CCTV) and sonar, as specified.

At the sole discretion of the County, revisions of adding, subtracting, or prioritizing sewers and/or manholes may occur.

2. Technical Specifications

Sonar will not be performed on sewers with a diameter less than 20 inches. CCTV alone may be used for sewers with a diameter greater than or equal to 20 inches when the flow is less than 25%. CCTV and Sonar will be used on sewers with a diameter greater than or equal to 24 inches when the flow is between 25%-75%, and sonar only when the flow in sewers with a diameter greater than or equal to 20 inches exceed 75%.

Light cleaning of sewers may be necessary to complete the sewer inspections. Per foot cost be provided for this work as indicated on the Price Sheet. The County will provide water and dumping facilities.

The Contractor shall exercise caution to avoid causing backups of overflow within the collection system. In the event that the contractor's equipment becomes stuck in a sewer or a backup is caused, the contractor shall notify the County immediately and work diligently to return the system to normal operations and repair any damages caused. The contractor shall be responsible for any fines levied by others, reimbursement of any County incurred costs, damage cleanup, restoration of flow, and any disruption of services costs.

a) Sewer Data Collection Requirements

The inspection equipment shall be able to navigate small diameter sanitary sewer pipes, namely in the range of 6-inch to 12-inch diameter without the operator monitoring or communicating with the inspection device and be able to operate in an autonomous manner. The inspections should be conducted with the manhole closed and no disruption to traffic. The inspection device shall capture full 360-degree images throughout each pipe segment, including both forward-looking and backward-looking images. The 360-degree images should be viewable in a virtual Pan-Tilt-Zoom environment. The same type of equipment to be used for manhole inspection using autonomous manhole inspection devices for images (see below for detail manhole inspection requirements).

b) CCTV Operator Certification

CCTV operator certification is required to conduct inspections using the Inspection Equipment Motorized Vehicle. NASSCO certified individuals will be required to process captured data post-inspection to ensure inspection and defect coding is performed in a consistent manner.

c) Multi-Sensor Inspection (MSI)

Multi-Sensor Inspection Technology for Pipelines 20" and larger.

The multi-sensor inspection equipment shall be equipped with all the following sensors and assessment devices, which shall operate and log data continuously and simultaneously throughout the inspection and synchronized:

- Laser Profiler or LIDAR (Light Detection and Ranging) to measure and model the interior pipe wall and geometry above the flow level. Laser devices shall measure the interior pipe wall geometry.
- Profiling Sonar shall measure the 360-degree profile of the submerged portion of the pipeline interior. The sonar shall measure 1 profile slice per second or faster.
- The purpose of a CCTV inspection is to visualize pipeline defects and features. CCTV inspection gather digital images of the complete end-to-end and overhead arc of pipe coverage above the fluid level. The CCTV component shall provide off-line viewing capabilities that will be imported into a PACP compliant pipe annotation tool. This tool ensures that digital images and videos are easily shared, viewed, stored and retrievable for comparative analysis, historic, reference, and subsequent prediction of future pipe condition. The inspection is intended to identify operational or structural issues which require attention.
- All Inspection shall be viewable from within the supplied Software viewing program. This multi-sensor viewing experience shall enable the view and review of the multi-sensor data from each inspection in an interactive and synchronized manner. The multi-sensor data shall be viewable natively within the Software and shall include the following functionality:
 - ❖ Ability to view synchronized CCTV video, processed color-coded 'flat view', cross-sectional view, and 3D view at any location in the pipe or from any time during the inspection.
 - ❖ Ability to jump to any location in the pipe segment between the start and end of the inspection or jump to any defect or observation that was encountered during the inspection.

Many portions of pipeline and manholes needing inspection are not accessible by vehicles or large equipment, and may therefore require the implementation of remote-controlled technology to access for inspection.

All data, software, and operator must be NASSCO-PACP (current version) certified. Data related to manhole inspection must likewise be NASSCO-MACP (current version) certified.

When an inspection encounters a severe defect (e.g. large void, collapsed pipe) or when other utilities are found to penetrate the pipe, the location of the problem shall be marked on the ground surface with white paint and the County's designated representative shall be notified.

d) Sewer Cleaning

Sewer cleaning shall only be performed if authorized by the County's designated representative or if cleaning is necessary to complete a pipe survey.

The Contractor shall make cleaning passes using high-pressure water spray nozzle equipment as required to remove all debris, obstructions or sediment in the pipe reach being inspected. The contractor shall supply all the equipment and material necessary to operate the cleaning equipment.

All material removed from storm structures shall be measured in yards removed. The contractor shall be responsible for correctly disposing of all material removed from storm and sewer structures.

e) Manhole Inspection

Manhole inspections shall be evaluated for the general condition of the manhole and identify specific defects or problems in order to determine manhole rehabilitation recommendations. The condition of the manholes shall be assessed and the inspection shall be completed in accordance to NASSCO MACP (current version) standards.

f) Closed Circuit Television (CCTV) Camera

The CCTV camera shall be capable of panning the lens through a 360-degree arc about the vertical axis and tilting it at least 90 degrees to the longitudinal axis. Push cameras may be used only when pipes are inaccessible for a crawler camera.

Under inspection conditions (no fog in sanitary sewers) the camera lighting shall allow a clear picture of the entire periphery of the sewer up to five pipe diameter lengths away. The lighting shall be adjustable to provide uniform light free from shadows or hot spots. The County reserves the right to reject inspection data if the lighting is not sufficient to provide a clear view of the pipe as described above.

3. Deliverables

The deliverables from the inspection scope of work include:

- Full 360-degree imagery from all pipes identified in the scope, coded using PACP and (current version) standards. A digital report detailing all PACP defects and images of said defects shall be provided for each asset.
- Full 360-degree imagery of manholes from the pipe inspection per MACP 7.0 standards. This imagery shall be captured simultaneously during the inspection process.
- NAASCO 7.0 Certified Microsoft Access database.
- Multi-sensor inspection data that incorporates into the system of record.
- A GIS map of the portions of the system included in the scope of services. This map will include GPS coordinates for all manholes and manhole inspection identified in the scope. A file geodatabase of inspected areas with linked PDF reports and attribute details.
- Mapping Corrections - When the Contractor determines that the sanitary sewer infrastructure depicted on maps provided by the County are in error, the contractor shall provide revised mapping (performed via GIS layer) depicting actual conditions observed in the field.

4. Minimum Qualifications

The Contractor shall have five (5) years of experience in such work necessary to successfully complete the condition assessment and provide references for five sewer inspection projects in the State of Florida involving remote CCTV pan and tilt inspection.

All operators that are responsible for logging defects into the data collection software must be successfully trained and certified through National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP), Manhole Assessment and Certification Program (MACP)

Software used for logging defects must be PACP/MACP-certified, which assures that the software can be used to export a database of all inspection and defect details that conform to the NASSCO database standard.

MAPPING SERVICES OF SANITARY SEWER AND MANHOLE INSPECTIONS
P7-22-05
PRICE SHEET

Price to provide all labor, materials, equipment, transportation and other facilities as necessary and/or required to execute all of the work described by the bidding documents for the lump sum price of:

Description of Services	Unit Price	Unit of Measure	Estimated Quantity (Fiscal Year 2021/2022 thru 2023/2024)	Total Cost
Wastewater Pipeline Condition Assessment, Documentation, and Inspection; 6" Diameter	\$ 2.75	Per Linear Foot	250,000	\$ 687,500.00
Wastewater Pipeline Condition Assessment, Documentation, and Inspection; 8" – 12" Diameter	\$ 1.25	Per Linear Foot	1,000,000	\$1,250,000.00
Wastewater Pipeline Condition Assessment, Documentation, and Inspection; 15" – 20" Diameter	\$ 3.75	Per Linear Foot	25,000	\$ 93,750.00
Wastewater Pipeline Condition Assessment, Documentation, and Inspection; 21" – 48" Diameter	\$ 7.00	Per Linear Foot	15,000	\$105,000.00
Wastewater Manhole Condition Assessment, Documentation, and Inspection	\$ 150.00	Per Manhole	3,000	\$ 450,000.00
Wastewater Pipeline Cleaning, if Required to Collect Inspection Data	\$ 3,500.00	Per Day		\$ 3,500.00

ACH PAYMENTS

Does your company accept ACH Payment Method? ☒ Yes / ☐ No

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount

time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms:

No _____

ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges receipt of amendments by indicating amendment number and its date of issue.

Add. No. 1 Dated 12/29/2021 // Add. No. 3 Dated 1/11/2022

Add. No. 2 Dated 1/10/2022 // Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for P7-22-05/ Sanitary Sewer and Manhole Inspections and mapping Services.

CONTRACTOR NAME RedZone Robotics, Inc.

ADDRESS 195 Thorn Hill Road, Suite 110, Warrendale, PA 15086

AUTHORIZED SIGNATURE 

PRINTED SIGNATURE Dave Petrosky DATE 1/18/2022

TELEPHONE # 412-476-8980 ext. 235 FAX # 412-476-8981

EMAIL dpetrosky@redzone.com

**SANITARY SEWER AND MANHOLE INSPECTIONS AND MAPPING SERVICES
P7-22-05
EVALUATION AND SELECTION PROCESS**

Evaluation of proposals will be conducted by an evaluation committee comprised of qualified County staff. The committee will evaluate, score and rank all responsive proposals based upon the information and references contained in the proposals submitted. Once each member of the Selection Committee has rated each proposal and completed a rating sheet, a composite is developed which indicates the Committee's collective ranking of the highest rated proposal in a descending order. Based on the response to this RFP, the Selection Committee may award, revise or reject to the highest ranked contractor for the services required under this RFP.

The following criteria will be used for evaluating Proposals for Brevard County and will be based on certain objective and subjective considerations as listed below:

1. Contractor Experience, Qualifications, Personnel and Quality of Similar Work (40 Possible Points)

Consider previous experience and references listed in the proposal. Is the Contractor experienced in providing services similar to that requested in the RFP? Past performance on contracts will be evaluated. The firm must list a minimum of three (3), maximum of five (5) separate and verifiable clients. Clients listed must be for completed work most closely related to this solicitation for services. Emphasis should be placed on projects completed within the last 5 years. The County reserves the right to check other references from clients beyond those submitted. Confidential clients shall not be included. Information on each client shall include the following

Project Title
Client Name and Address, Contact and Phone Number, Fax, Email
Location of Project and Brief Description of Project

Consider comparable experience and background of the specific personnel that shall be assigned to the County's project(s). Also, consider the specific involvement of those persons in projects.

2. Evaluation of Contractor's Project Approach. (35 Possible Points)

Consider the Contractor's use an industry standard methodology? Consider the Contractor's project approach including the timelines, how the pipeline assessment is managed, and the specific inspection technology, tools, and techniques they use to complete the project. Consider the approach of how the deliverables will be provided to the County and the ability to assist the County in interpreting the data.

3. Contractors Overall Price (25 Possible Points)

Consider the overall price for each of the line items on the price sheet for Fiscal Years 2022, 2023, and 2024.

TOTAL SCORE (100 possible points)

SANITARY SEWER AND MANHOLE INSPECTIONS AND MAPPING SERVICES
P7-22-05

PROPOSAL FORMAT

Interested Contractors who would like to be considered for this project should submit a Proposal accompanied by pertinent information relating to the company's experience, qualifications, personnel, availability, and capability to provide and perform all of the professional services necessary to complete this project in an effective and timely manner. The Contractor's Proposal shall include:

Tab 1. Letter of Introduction and Executive Summary: Containing a summary of Contractor's ability to perform the services described in the RFP and confirms that Contractor is willing to perform these services and enter into a contract with the County. This letter must provide the names, title, phone, fax and email address for the person authorized to provide technical clarification regarding the proposal. This letter must be signed by an officer authorized to contractually obligate the submitting Contractor.

Tab 2. Table of Contents

The table of contents should outline in sequential order the major areas of the proposal.

Tab 3. Organization Profile, Contractor Qualifications and Experience (Maximum of 10 pages)

1. Organization profile and proposed project team, background, education and experience relative to this RFP. If Contractor is utilizing a subcontractor (out-sourcing) for sewer cleaning and/or Maintenance of Traffic, they **MUST** indicate in this section. Awarded Contractor is responsible for all aspects of subcontracted work including finished item's quality, cleaning, delivery, etc. meeting the required specifications as outlined in the proposal.
2. Organizational Chart-Graphical illustration of the service delivery structure.
3. Contractor shall have a minimum of five (5) years of experience in such work necessary to successfully complete the condition assessment and provide references for a minimum of three (3), maximum of five (5) sewer inspection projects in the State of Florida involving remote CCTV pan and tilt inspection.
4. All operators that are responsible for logging defects into the data collection software must be successfully trained and certified through National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP), Manhole Assessment and Certification Program (MACP)
5. Software used for logging defects must be PACP/MACP-certified, which assures that the software can be used to export a database of all inspection and defect details that conform to the NASSCO database standard.

References: Contractor shall submit as a part of the proposal package, a minimum of three (3), maximum of five (5) business references with name of the business, address, contact person, telephone number, fax number and email address that have utilized the services being proposed to the County. ****Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. DO NOT list persons who will be unable to answer specific questions regarding the requirements.* References must be on a minimum of three (3), maximum of five (5) sewer inspection projects in the State of Florida involving CCTV pan and tilt inspection.

Tab 4. Contractor's Technical Approach and Management Plan for Wastewater Pipeline Assessments and Deliverables (Maximum of 8 pages)

1. Provide a tailored inspection approach that will meet the needs of the County. Contractor shall include a detailed work plan and schedule of activities including specific working hour timeframes. Contractor shall submit the approach to the following items:
 - a) How will the pipeline assessment process be managed?
 - b) Discuss the inspection technology, tools and techniques employed and why these are the best to utilize in this type of project.
 - c) Outline the process in which the Contractor will complete the physical assessment of all of the specified components of the wastewater pipeline network and the work approach along with a timeline to successfully complete the project.
2. Provide an approach of how the deliverables will be provided to the County and the ability to assist the County in interpreting the data.
 - a) Discuss how the GIS information will be provided along with Support from the contractor to address any questions or concerns.
 - b) Discuss how mapping corrections will be implemented to the County's GIS files.

Tab 5. Price Sheet

Contractor shall complete and submit with their proposal, PRICE SHEET.

Tab 6. Required Proposal Forms:

- Signed/Notarized Request for Proposal
- Acknowledgement Form
- Reference Form
- Contractor's Affidavit of Scrutinized Companies
- Confirmation of Drug-Free Workplace Form
- Non-Collusion Affidavit OF Prime Proposer
- Public Entity Crime Form
- Foreign Influence Disclosure Form
- Bid Bond Form

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
SANITARY SEWER AND MANHOLE INSPECTIONS AND MAPPING SERVICES
P7-22-05

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Contractor under this Contract for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.**

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

SANITARY SEWER AND MANHOLE INSPECTIONS AND MAPPING SERVICES
P7-22-05
REFERENCE FORM

REFERENCES – PROJECTS

List customers for the services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described.

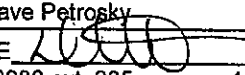
Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do NOT list persons who will be unable to answer specific questions regarding the requirements.

- Ref #1. Customer/Client: Brevard County Utility
Date of Services: 4/1/2019 to 9/13/2019 Phase 1 and 11/15/2019 to 11/2/2020 Phase 2
Description of Services: Inspection of 1,402,866 LF of 8" to 12" sewer line segments
Street Address: 2725 Judge Fran Jamieson Way
City, State, ZIP Code: Viera, FL 32940
Telephone #: (321) 626-8542 Fax #: (321) 633-2095
Contact Person: Ed Fontanin Email: edward.fontanin@brevardfl.gov
-
- Ref #2. Customer/Client: Daytona Beach Utilities Department
Date of Services: 4/9/2021 to on going
Description of Services: Inspection of 193,975' of 8-12" and 7,069 of 30", 36", 42"
Street Address: 3651 LPGA Boulevard
City, State, ZIP Code: Daytona Beach FL 32124-2016
Telephone #: 386-671-8513 Fax #:
Contact Person: Jeff Lane Email: lanejeff@codb.us
-
- Ref #3. Customer/Client: Cocoa Utilities
Date of Services: 3/3/2014 to 1/31/2015 6/12/2018 to 12/11/2018
Description of Services: 2014 - 60 Miles 8" to 36", 2018 - 1,594 Level 2 Manhole Inspections,
Street Address: 65 Stone Street
City, State, ZIP Code: Cocoa FL 32922
Telephone #: (321) 433-8400 Fax #:
Contact Person: Chris Collier Email: ccollier@cocoafl.org
-
- Ref #4. Customer/Client: Oldsmar Public Works
Date of Services: 1/30/2019 to 6/3/2019 1/30/2020 to 10/5/2020
Description of Services: Inspection of 62,500 LF of 8" to 12" lines Inspection of 50,000 LF of 8" to 12" lines for a phase 2
Street Address: 100 State Street W
City, State, ZIP Code: Oldsmar FL 34677-3655
Telephone #: (813) 749-1134 Fax #:
Contact Person: Janice "Nan" Bennett Email: nbennett@myoldsmar.com
-
- Ref #5. Customer/Client: Rochester Hills Public Services Water and Sewer
Date of Services: 8/6/2021 to on going
Description of Services: 250 Mile System Wide Assessment
Street Address: 1000 Rochester Hills Drive
City, State, ZIP Code: Rochester Hills, MI 48309
Telephone #: (248) 841-2497 Fax #:
Contact Person: Alan Schneck Email: schnecka@rochesterhills.org
-

CONTRACTOR NAME RedZone Robotics, Inc.

ADDRESS 195 Thorn Hill Road, Suite 110, Warrendale, PA 15086

PRINTED SIGNATURE Dave Petrosky

AUTHORIZED SIGNATURE 

TELEPHONE # 412-476-8980 ext. 235 FAX# 412-476-8981 DATE 1/18/2022

EMAIL dpetrosky@redzone.com

SANITARY SEWER AND MANHOLE INSPECTIONS AND MAPPING SERVICES
P7-22-05
DISCLOSURE FORM

FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF \$100,000 OR MORE

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

- YES / ☒ NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form has been completed. Please sign and date at the bottom.
- YES / ☒ NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.
- YES / ☒ NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

II. SECTION II. Please answer yes or no to the statement below:

- YES / ☒ NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of \$50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

- YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.
- YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.
- YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.
- YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: _____

Name of Bidder/Grantee: _____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

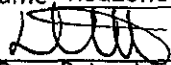
Date of Termination of the contract or interest with the Foreign Country of Concern:

Date of Receipt of the Contract/Grant or Gift: _____

Name of the agent or controlled entity that is the source or interest holder: _____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Company Name RedZone Robotics, Inc.

Signature: 

Date: 1/18/2022

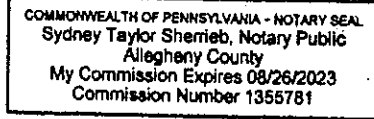
Title: Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this
18th day of January, 2022, by (name of person making statement).

[Notary Seal]



Notary Public

Sydney Taylor Sherrieb

Name typed, printed or stamped

Sydney Taylor Sherrieb

My Commission Expires: 8/26/23

X Personally Known OR _____ Produced Identification

Type of Identification Produced _____

SANITARY SEWER AND MANHOLE INSPECTIONS AND MAPPING SERVICES
P7-22-05
CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

COMMONWEALTH OF PENNSYLVANIA

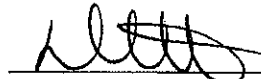
COUNTY OF ALLEGHENY

BEFORE ME, the undersigned authority, personally appeared
Dave Petrosky, who, being by me first duly sworn, made the following statement:

- RedZone Robotics, Inc.
1. The Business address of 195 Thorn Hill Road, Suite 110 (name of contractor) is
Warrendale, PA 15086
 2. My relationship to RedZone Robotics, Inc. is President (name of contractor) is
(relationship such as sole proprietor, partner, president, vice president).
 3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to

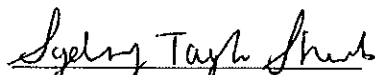
a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. RedZone Robotics, Inc. (name of contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. RedZone Robotics, Inc. (name of contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. RedZone Robotics, Inc. (name of contractor) is not engaged in business operations in Cuba or Syria.

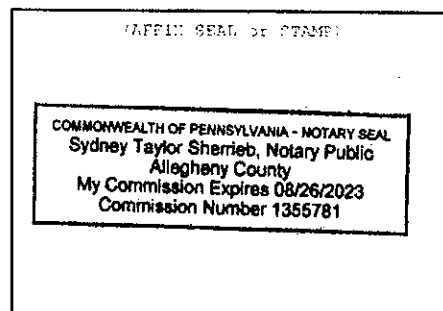


Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 18 day of January, 2022.


Notary Public

My commission expires: 8/26/23



SANITARY SEWER AND MANHOLE INSPECTIONS AND MAPPING SERVICES

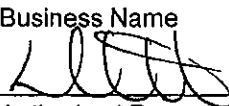
P7-22-05

CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid 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."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

RedZone Robotics, Inc.
Business Name

Authorized Representative's Signature

Dave Petrosky
Name

P-7-22-05
Proposal Number and Name
1/18/2022
Date

Chief Executive Officer
Position

NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

State of Pennsylvania

County of Allegheny

Dave Petrosky ("Affiant"), being duly sworn, deposes and says that:

- (1) Affiant is Chief Executive Officer of RedZone Robotics, Inc., the Proposer that has submitted the attached Proposal;
- (2) Affiant is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposal nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposal, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposal, firm or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners of Brevard County, Florida, or any person interested in the Contract; and
- (5) The price or prices quoted in the attached Proposal 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 of interest, including affiant.

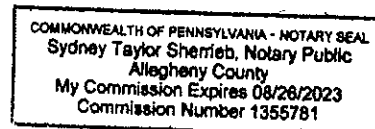
Subscribed and sworn to me before [Signature] me this 18th day of January, 2022
(Signature)

Sydney Taylor Sherrieb
(Notary Public)

CEO/President
(Title)

My commission expires: 8/26/23

(Seal)



PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

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/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged: _____



Date: 1/18/2022

MAPPING SERVICES OF SANITARY SEWER AND MANHOLE INSPECTIONS
P7-22-05
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

RedZone Robotics, Inc.

(CONTRACTOR)

195 Thorn Hill Road, Suite 110, Warrendale, PA 15086

(PRINCIPAL CONTRACTOR ADDRESS)

(PRINCIPAL CONTRACTOR ADDRESS 2)

412-476-8980

(TELEPHONE NUMBER)

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Philadelphia Indemnity Insurance Company

(SURETY)

One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004-0950

(SURETY ADDRESS)

(SURETY ADDRESS 2)

610-617-7900

(TELEPHONE NUMBER)

AMB #003616; NAIC #18058; FEIN #231738402

(AM BEST, NAIC, OR FEIN NUMBER)

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of Pennsylvania and authorized to do business in the State of Florida;

are held and firmly bound unto the Brevard Board of County Commissioners, (hereinafter called "Obligee"), in the penal sum of

Ten Thousand Dollars and no cents (\$ 10,000.00),

good and lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The Condition of this Obligation is such, that,

WHEREAS the Principal has submitted a bid to the Obligee on a contract for the construction of Sanitary Sewer and Manholes Inspections and Mapping Services, P7-21-05 in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good, qualified and sufficient surety for the faithful performance of such construction for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void; otherwise this bid is to remain in full force and effect for the payment to Oblige of the stated penal sum hereof.

IN WITNESS WHEREOF, we have hereunto set our signatures and seal this 21st day of January, 2022, all pursuant to due authorization.

RedZone Robotics, Inc.

(Seal)

Principal

By [Signature]

Surety

Philadelphia Indemnity Insurance Company

By [Signature]

As Attorney-in-Fact (Attach Power of Attorney) Josephine M. Streyle

STATE OF PA)

COUNTY OF Allegheny) s.s.

I, Sydney Sherrieb, a Notary Public in and for the State and County aforesaid, do hereby certify that Dave Petrosky, and Josephine Streyle, whose names are signed to the foregoing bond, this day personally appeared before me in my State and County aforesaid and acknowledged the same. Given under my hand and seal this 18th day of January, 2022.

Sydney Taylor Sherrieb
NAME OF NOTARY PUBLIC (PRINTED)

Sydney Taylor Sherrieb
SIGNATURE OF NOTARY PUBLIC

PA
STATE

1355781

COMMISSION NUMBER

MY COMMISSION EXPIRES: 8/26/23

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Sydney Taylor Sherrieb, Notary Public
Allegheny County
My Commission Expires 08/26/2023
Commission Number 1355781

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Brian F. Jeffe, Jay Black, Brian G. Hartman, Barbara A. Leeper, Josephine M. Strevle, Patti K. Lindsev, Wendy A. Bright, Alexandra C. Machnik and Pamela M. Anderson of Seubert and Associates, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

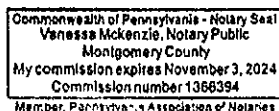


John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

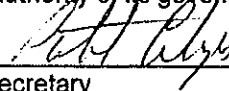
In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 21st day of January, 20 22



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Patrick Cortazzo certify that I am the Secretary of the Corporation named as Principal in the within bond; that Dave Petrosky who signed the said bond on behalf of the Principal, was then Chief Executive Officer of said Corporation; that I know the Principal, and the Principal's signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

 (Seal)
Secretary

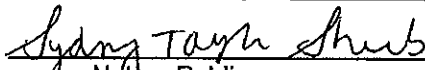
STATE OF PENNSYLVANIA)

ss

COUNTY OF ALLEGHENY)

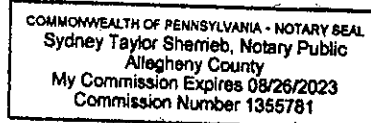
Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared Patrick Cortazzo to me well known, who being by me first duly sworn upon oath, says that this individual is the Secretary, for RedZone Robotics, Inc. and that said individual has been authorized by Board of Directors to execute the foregoing bond on behalf of the Contractor named therein in favor of Board of County Commissioners of Brevard County, Florida.

Subscribed and sworn to before me this 18th day of January, 2022, A.D.


Notary Public
Commonwealth of Pennsylvania

My Commission Expires: 8/26/23

My Commission Number is: 1355781



SANITARY SEWER AND MANHOLE INSPECTIONS AND MAPPING SERVICES
P7-22-05
PROPOSER CHECKLIST

The items indicated are required for submission with your proposal. Failure to submit any items indicated as required may result in rejection of the proposal. Offers to provide required items after the date and time designated for the receipt of proposals will not be considered.

☒ **One (1) original and three (3) hardcopies of proposal, including one (1) electronic copy on USB flash drive**

☒ **Required Format**

- **Letter of Introduction**
- **Table of Contents**: Organized in the order cited in the format contained herein
- **Organization Profile, Contractor Experience and Qualifications**
- **Contractor's Technical Approach and Management Plan for Wastewater Pipeline Assessments**
- **Pricing Cost**: Price Sheet Form
- **Required Forms**:
 - Signed/Notarized Request for Proposal
 - Reference Form
 - Contractor's Affidavit of Scrutinized Companies
 - Confirmation of Drug-Free Workplace Form
 - Non-Collusion Affidavit OF Prime Proposer
 - Public Entity Crime Form
 - Foreign Influence Disclosure Form
 - Bid Bond Form

Exhibit “B”
Mapping Services of Sanitary Sewer and Manhole Inspections
Unit Price Sheet for the City of Mount Dora

EXHIBIT B

MAPPING SERVICES OF SANITARY SEWER AND MANHOLE INSPECTIONS FOR THE CITY OF MOUNT DORA, FLORIDA

(Based upon Piggyback Agreement with Brevard County, Florida PO Number 4500113184)

Price to provide all labor, materials, equipment, transportation and other facilities as necessary and/or required to execute all of the work for the City of Mount Dora, Florida as described under Brevard County, Florida PO Number 4500113184 and in accordance with the below unit pricing.

Description of Services	Unit Price	Unit of Measure
Wastewater Pipeline Condition Assessment, Documentation, and Inspection; 6" Diameter	\$2.75	Per Linear Foot
Wastewater Pipeline Condition Assessment, Documentation, and Inspection; 8" – 12" Diameter	\$1.25	Per Linear Foot
Wastewater Pipeline Condition Assessment, Documentation, and Inspection; 15" – 20" Diameter	\$3.75	Per Linear Foot
Wastewater Pipeline Condition Assessment, Documentation, and Inspection; 21" – 48" Diameter	\$7.00	Per Linear Foot
Wastewater Manhole Condition Assessment, Documentation, and Inspection	\$150.00	Per Manhole
Wastewater Pipeline Cleaning, if Required to Collect Inspection Data	\$3,500.00	Per Day

Redzone Robotics Inc.

(Print Company Name)

Charles Pulaski G.M. Infrastructure Assessment

(Print Name of the Company Representative Signing)

Charles Pulaski

(Signature of Company Representative)

July 29, 2024

(Date)

Exhibit “C”
City of Mount Dora
Contractor Insurance Requirements

MINIMUM INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | INSURANCE TYPE | REQUIRED LIMITS |
|--|---|
| 1. Worker's Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. |
| 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. occurrence | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per |
| 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant 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/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |

This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.

- | | |
|--|--|
| 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| 7. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant 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. | |
| 9. The City of Mount Dora shall be named as the Certificate Holder. | |



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

DATE: August 20, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: City Manager Evaluation Process

Introduction:

This is an opportunity for Mayor and Councilmembers to begin the process for the annual City Manager Evaluation.

Discussion:

The purpose of the employee performance evaluation and development report is to facilitate communication between the City Council and the City Manager concerning the performance of the City Manager in the accomplishment of his assigned duties and responsibilities, and the establishment of specific work-related goals and objectives.

PROCESS:

1. The Council members will complete a performance evaluation (Attached) for the City Manager and return the completed form to the HR Director.
2. Each Councilmember will meet with the City Manager to discuss the evaluation in general.
3. The HR Director will assist the Mayor in reviewing the tabulation of the evaluation forms and create a compiled evaluation.
4. The Councilmembers will meet in a public meeting with the City Manager to discuss his compiled evaluation on September 17, 2024.

DUE DATE:

The evaluation form must be completed and returned to the City HR Director on or before Thursday, September 12, 2024.

Note: Vince Sandersfeld was appointed Acting City Manager on January 22, 2024; and appointed to a full City Manager position on May 7, 2024.

Budget Impact:

Any salary modifications for consideration would be included in FY24-25 Budget accordingly.

Strategic Impact:

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

Recommendation:

Mayor and Councilmembers complete the attached evaluation form and return the form to the City HR Director on or before September 12, 2024.

Attachment(s):

1. City Manager Annual Evaluation8-20-24

Prepared by: Vince Sandersfeld, City Manager

Reviewed by: Jeanann Hand, City Clerk

Final Approval - 8/10/2024



**CITY OF MOUNT DORA
CITY MANAGER
PERFORMANCE EVALUATION**

Councilmember Name: _____

Evaluation Period From May 7, 2024 (Hire Date) to September 30, 2024

Due to the City Human Resource Director on or before: September 12, 2024

The purpose of the employee performance evaluation and development report is to increase communication between the City Council and the City Manager concerning the performance of the City Manager in the accomplishment of his assigned duties and responsibilities, and the establishment of specific work-related goals and objectives.

PROCESS: The City Manager will provide a copy of the City Manager Performance Evaluation form copying the City HR Director.

1. The Council members will complete a performance evaluation for the City Manager and return the completed form to the City Human Resource Director.
2. Each Councilmember will meet with the City Manager to discuss the evaluation in general.
3. The City Human Resource Director will assist the Mayor in reviewing the tabulation of the evaluation forms and create a compiled evaluation.
4. The Council members will meet in a public meeting with the City Manager to discuss his compiled evaluation on September 17, 2024.

City Manager Signature

Date

Councilmember SIGNATURE

Councilmember Name PRINT

Date Submitted

INSTRUCTIONS

This evaluation form contains eight categories of evaluation criteria, maximum point per category is 25, or 200 for the eight categories. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the City Manager's performance.

5= Excellent (almost always exceeds the performance standard)

4= Above average (generally exceeds the performance standard)

3= Average (generally meets the performance standard)

2= Below average (usually does not meet the performance standard)

1= Poor (rarely meets the performance standard)

Any item left blank will be interpreted as a score of 0 NO SCORE.

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Sign and date the cover page.

Per the CM Contract Dated May 7, 2024 Section 16: Employer shall annually review the performance of Employee and at a regularly scheduled City Council meeting in the month of September approve any merit pay increase to be effective on the ensuing October 1st. Individual City Council members may meet with the Employee quarterly in a one-on-one setting to review the merits of Employee's performance via a performance matrix adopted by Employer. Neither the contents nor outcome of said reviews, or the City Council's decision on a merit increase shall operate as an alteration to or amendment of any provision of this Agreement.

The Evaluation form selected was discussed at the City Council Meeting on August 20, 2024, and is due to the City HR Director **ON** September 12, 2024 and only on this date. The City HR Director will prepare the Final version and present during the September 17, 2024 Regular Meeting. The City Manager will meet with each Council member prior to September 17th to discuss their individual evaluation of the City Manager. This process should allow both parties to meet all the requirements of the City Manager Contract.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

- _____ Diligent and thorough in duties, “self-starter.”
- _____ Exercises good judgment. Consistently puts aside personal views and implements Council policy and direction.
- _____ Displays enthusiasm, cooperation, team building and willingness to adapt. Responds well to requests, guidance, and constructive criticism.
- _____ Displays fairness and impartiality amongst employees and is receptive to constructive criticism and direction.
- _____ Exhibits composure, professional appearance and a positive attitude appropriate for executive position.

TOTAL

_____ **Add the values from above and enter the subtotal score for this category.**

COMMENTS: _____

2. PROFESSIONAL SKILLS AND STATUS

- _____ Demonstrates high ethical standards in the organization. Works to keep “politics” and personal perspectives out of the decision-making process.
- _____ Has appropriate visibility or identity in the community.
- _____ Anticipates and analyzes problems to develop effective approaches for solving them.
- _____ Willing to try new ideas proposed by Council members.
- _____ Sets a professional example by handling affairs of the public office in a fair and impartial manner.

TOTAL

_____ **Add the values from above and enter the subtotal score for this category.**

COMMENTS: _____

3. RELATIONS WITH ELECTED MEMBERS OF THE CITY COUNCIL

- _____ Accepts direction / instructions in a positive manner.
- _____ Sets meeting agendas that reflect the guidance of the Council and keeps the City Council informed of current plans and activities of administration and new developments.
- _____ Reporting to the City Council is timely, clear, concise and thorough.
- _____ Effectively aids the City Council in establishing long-range goals and demonstrates interest about the Council's Vision for the City and supports the actions of the City Council after a decision is made.
- _____ Carries out the directives of Council as a whole rather than those of any one Council member, but recognizes the concerns of the minority.

TOTAL

_____ **Add the values from above and enter the subtotal score for this category.**

COMMENTS: _____

4. POLICY EXECUTION

- _____ Implements Council's actions in accordance with the intent of Council.
- _____ Supports the actions of the Council after a decision has been reached, both within and outside the organization.
- _____ Implements City policy fairly and consistently based upon Council decisions, goals and applicable laws and regulations. Presents matters in a factual, analytical way.
- _____ Reviews ordinance and policy procedures periodically to suggest improvements to their

effectiveness.

_____ Offers workable alternatives to the Council for changes in law or policy when an existing policy or ordinance is no longer practical.

TOTAL

_____ **Add the values from above and enter the subtotal score for this category.**

COMMENTS: _____

5. REPORTING

_____ Provides regular information and reports to the Council concerning matters of importance to the local government, using the city charter as guide in a timely and effective manner.

_____ Facilitates open two-way communication and encourages mutual honesty and respect with the community, Council and staff.

_____ Responds to correspondence, requests and complaints quickly and appropriately.

_____ Always offers ideas to solve problems based on good information and sound judgment.

_____ Conducts research or seeks counsel of experts to gather information needed in making a decision.

TOTAL

_____ **Add the values from above and enter the subtotal score for this category.**

COMMENTS: _____

6. CITIZEN & COMMUNITY RELATIONS

- _____ Responsive to requests from citizens, maintaining citizen satisfaction with City Services.
- _____ Demonstrates a dedication to service to the community and its citizens.
- _____ Cooperates with neighboring communities and the county.
- _____ Helps the Council address future needs and develop adequate plans to address long term trends.
- _____ Cooperates with other regional, state and federal government agencies.

TOTAL

_____ **Add the values from above and enter the subtotal score for this category.**

COMMENTS: _____

7. PERSONNEL MANAGEMENT

- _____ Ensures that the City's personnel, policies and practices are administered by City Department Directors and management staff in an equitable manner.
- _____ Develops and motivates employees so that they are increasingly effective.
- _____ Stays accurately informed and appropriately concerned about employee relations.
- _____ Monitors performance of employees, addresses disciplinary problems and takes action when warranted.
- _____ Promotes training and development opportunities for employees at all levels of the organization.

TOTAL

_____ **Add the values from above and enter the subtotal score for this category.**

COMMENTS: _____

8. FISCAL MANAGEMENT

- _____ Prepares a balanced budget to provide services at a level directed by Council.
- _____ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively.
- _____ Prepares a budget and budgetary recommendations in an intelligent and accessible format.
- _____ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability.
- _____ Appropriately monitors and manages fiscal activities of the organization.

TOTAL

_____ **Add the values from above and enter the subtotal score for this category.**

COMMENTS: _____

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period? _____

What performance area(s) would you identify as most critical for improvement? _____

